



Sanjeev P.R. Mitra
Direct: 416.865.3085
E-mail: smitra@airdberlis.com

May 17, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)

Aishka Express Inc.
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5

Attention: Thusitha Puvanenthiran

Re: Certain indebtedness of Tanush Transport Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of the credit agreement between RBC and the Debtor dated October 28, 2022, as amended and restated by an amendment dated August 25, 2023 and as further amended and restated from time to time and ii) the Visa credit agreement dated October 31, 2022 (collectively the “**Tanush Credit Agreement**”).

Aishka Express Inc. (“**Aishka Express**” or “**you**”) guaranteed the Debtor’s obligations to RBC, including, without limitation, those under the Tanush Credit Agreement, pursuant to the written guarantee and postponement of claim dated August 30, 2023 limited to the principal amount of \$3,125,000.00 plus interest from the date of demand (the “**Guarantee**”).

Certain of the Credit Facilities are payable on demand. One or more Events of Default (as defined in the Tanush Credit Agreement) has also occurred.

As of May 7, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Tanush Credit Agreement:

Facility	Amount
Account C/A/Reg – 00472-1020098 (Overdrawn)	\$23,478.80
Credit Card Facilities 451607XXXXXX5200 (Joint)	\$58,049.46
Credit Card Facilities 486584XXXXXX3352 (Sole Owner)	\$175,121.00
Credit Card Facilities 486642XXXXXX2955 (Sole Owner)	\$48,794.66
RCL – 07512 69470350 001	\$1,441,412.70

Total	\$1,746,856.62
--------------	-----------------------

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$1,746,856.62** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Guarantee (collectively, the “**Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Tanush Credit Agreement, the Guarantee, and any other agreement, as applicable.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, in which case RBC will also be seeking all costs incurred in doing so.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP



Sanjeev P.R. Mitra
SPRM/ah

60321746.2

AIRD BERLIS



**REGISTERED
DOMESTIC**

**RECOMMANDÉ
RÉGIME INTÉRIEUR**



VT

ADRIENNE K



Thushita Puvanenthiran
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5

Declared Value
Valeur déclarée \$

CPC Tracking Number Numéro de repérage de la SCP

RN 802 235 345 CA

33-086-584 (17-12)

Tracking number:

RN802235345CA

Delivered

Shipping service: Registered Mail

Delivery standard: May 22

Latest updates

Date	Time	Location	Progress	Post office
May 21	9:49 am		Signature available	
May 21	9:49 am	VAUGHAN,ON	Delivered	
May 21	9:15 am	VAUGHAN,ON	Item out for delivery	
May 21	4:14 am	VAUGHAN,ON	Item processed	
May 17	8:11 pm	MISSISSAUGA,ON	Item processed	
May 17	4:09 pm	TORONTO,ON	Item accepted at the Post Office	

Features and options

Signature Required

May 17, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL
(thusithapuva@hotmail.com)**Thushita Puvanenthiran**
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5**Re: Certain indebtedness of AHM Transport Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)**

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under (i) the terms of the credit agreement between RBC and the Debtor dated August 25, 2023 as amended and restated from time to time, and ii) the Master Client Agreement for Business Clients dated August 31, 2023 (collectively the “**AHM Credit Agreement**”).

You guaranteed the Debtor’s obligations to RBC, including, without limitation, those under the AHM Credit Agreement, pursuant to the written guarantee and postponement of claim dated August 31, 2023 limited to the principal amount of \$475,000.00 plus interest from the date of demand (the “**Guarantee**”).

Certain of the Credit Facilities are payable on demand. One or more Events of Default (as defined in the AHM Credit Agreement) has also occurred.

As of May 7, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the AHM Credit Agreement:

Facility	Amount
Credit Card Facilities 486584XXXXXX7335 (Sole Owner)	\$25,313.72
RCL – 07512 75920869 001	\$250,692.25
Total	\$276,005.97

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$276,005.97** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Guarantee (collectively, the “**Indebtedness**”). Payment is required to be

made immediately. Interest continues to accrue on the Indebtedness at the rates established by the AHM Credit Agreement, the Guarantee, and any other agreement, as applicable.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, the commencement of civil legal proceedings against you personally, in which case RBC will also be seeking all costs incurred in doing so.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

A handwritten signature in black ink, appearing to be 'Sanjeev P.R. Mitra', written in a cursive style.

Sanjeev P.R. Mitra
SPRM/ah

60329572.1

May 17, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL
(thusithapuva@hotmail.com)**Thushita Puvanenthiran**
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5**Re: Certain indebtedness of Aishka Express Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)**

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of the credit agreement between RBC and the Debtor dated October 21, 2022, as amended and restated on August 25, 2023, and as further amended and restated from time to time; and ii) the Visa Business Card Agreement dated October 21, 2022, as amended and restated from time to time (collectively the “**Aishka Express Credit Agreement**”).

You guaranteed the Debtor’s obligations to RBC, including, without limitation, those under the Aishka Express Credit Agreement, pursuant to the written guarantee and postponement of claim dated August 30, 2023 limited to the principal amount of \$4,140,000.00 plus interest from the date of demand (the “**Guarantee**”).

Certain of the Credit Facilities are payable on demand. One or more Events of Default (as defined in the Aishka Express Credit Agreement) has also occurred.

As of May 7, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Aishka Express Credit Agreement:

Facility	Amount
CEBA Loan	\$57,745.97
Credit Card Facilities 451605XXXXXX4386 (Joint)	\$47,991.64
Credit Card Facilities 486584XXXXXX5095 (Sole Owner)	\$71,017.38
Credit Card Facilities 552612XXXXXX8810 (Joint)	\$18,793.31
RCL – 07512 28112952 001	\$3,012,098.19
Total	\$3,207,646.49

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$3,207,646.49** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Guarantee (collectively, the "**Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Aishka Express Credit Agreement, the Guarantee, and any other agreement, as applicable.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, the commencement of civil legal proceedings against you personally, in which case RBC will also be seeking all costs incurred in doing so.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP



Sanjeev P.R. Mitra
SPRM/ah

60321694.1

AIRD BERLIS



REGISTERED

RECOMMANDÉ
RÉGIME INTÉRIEUR



Aishka Express 2016 Inc.

290 Vellore Woods Blvd

Woodbridge, ON

L4H 2T5

DU CLIENT

Adrianne Ho

FOR DELIVERY
CONFIRMATION

CONFIRMATION
DE LA LIVRAISON

canadapost.ca

or/ou

postescanada.ca

1 888 550-6333

Attention: Jeyabalasingam

Puvanenthiran

Value: déclarée \$

CPC Tracking Number Numéro de repérage de la SCP

RN 802 234 380 CA

33-086-584 (17-12)

Tracking number:

RN802234380CA

Delivered**Shipping service:** Registered Mail**Delivery standard:** May 22**Latest updates**

Date	Time	Location	Progress	Post office
May 21	9:49 am		Signature available	
May 21	9:49 am	VAUGHAN,ON	Delivered	
May 21	9:15 am	VAUGHAN,ON	Item out for delivery	
May 21	4:15 am	VAUGHAN,ON	Item processed	
May 17	8:11 pm	MISSISSAUGA,ON	Item processed	
May 17	4:09 pm	TORONTO,ON	Item accepted at the Post Office	

Features and options

Signature Required

May 17, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)**Aishka Express 2016 Inc.**290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5**Attention:** Puvanenthiran Jeyabalasingam**Re: Certain indebtedness of Aishka Express 2016 Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)**

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of the credit agreement between RBC and the Debtor dated October 14, 2022, as amended and restated by an amendment dated August 25, 2023, as further amended and restated from time to time; ii) the Visa Business credit card agreement dated June 12, 2019 and iii) the Master Client Agreement for Business Clients, Commercial Card Program Service Materials dated September 15, 2023 (collectively the “**Aishka 2016 Credit Agreement**”).

Certain of the Credit Facilities are payable on demand. One or more Events of Default (as defined in the Aishka 2016 Credit Agreement) has also occurred.

As of May 7, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Aishka 2016 Credit Agreement:

Facility	Amount
Credit Card Facilities 451607XXXXXX2960 (Joint)	\$56,397.02
Credit Card Facilities 486584XXXXXX5037 (Sole Owner)	\$31,224.77
Credit Card Facilities 486642XXXXXX3255 (Sole Owner)	\$9,907.54
RCL – 07512 37815199 001	\$985,845.69
Total	\$1,083,375.02

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$1,083,375.02** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Aishka 2016 Credit Agreement (collectively, the “**Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Aishka 2016 Credit Agreement and any other agreement, as applicable.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, in which case RBC will also be seeking all costs incurred in doing so.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

A handwritten signature in black ink, appearing to be 'SPRM', written in a stylized, cursive manner.

Sanjeev P.R. Mitra
SPRM/ah

60321751.2

May 17, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)**Aishka Express 2016 Inc.**290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5**Attention: Puvanenthiran Jeyabalasingam****Re: Certain indebtedness of Aishka Recycling Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)**

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of i) the Visa Business Card Agreement dated June 12, 2019, as amended and restated from time to time; and ii) the credit agreement between RBC and the Debtor dated October 14, 2022, as amended and restated by an amendment dated August 28, 2023, and as further amended and restated from time to time (collectively the “**Aishka Recycling Credit Agreement**”).

Aishka Express 2016 Inc. (“**Aishka 2016**” or “**you**”) guaranteed the Debtor’s obligations to RBC, including, without limitation, those under the Aishka Recycling Credit Agreement, pursuant to the written guarantee and postponement of claim dated August 30, 2023 limited to the principal amount of \$650,000.00 plus interest from the date of demand (the “**Guarantee**”).

Certain of the Credit Facilities are payable on demand. One or more Events of Default (as defined in the Aishka Recycling Credit Agreement) has also occurred.

As of May 7, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Aishka Recycling Credit Agreement:

Facility	Amount
Credit Card Facilities 451405XXXXXX4091 (Sole Owner)	\$60,302.02
Credit Card Facilities 451607XXXXXX2754 (Joint)	\$7,541.53
Credit Card Facilities 486584XXXXXX6572 (Sole Owner)	\$51,825.34
RCL – 07512 37821403 001	\$540,586.28
Total	\$660,255.17

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$650,000.00** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Guarantee (collectively, the "**Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Aishka Recycling Credit Agreement, the Guarantee, and any other agreement, as applicable.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, in which case RBC will also be seeking all costs incurred in doing so.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

A handwritten signature in black ink, appearing to be 'SPRM', written in a cursive, stylized manner.

Sanjeev P.R. Mitra
SPRM/ah

60314096.2



REGISTERED

RECOMMANDÉ

INTÉRIEUR



Aishka Recycling Inc.
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5

IT

Adrienne HO

DELIVERY
FORMATION

CONFIRMATION
DE LA LIVRAISON

post.ca

or/ou

postescanada.ca

Ville / Prov. / Code postal

1 888 550-6333

Declared Valeur
Value déclarée \$

CPC Tracking Number

Numéro de repérage de la SCP

RN 802 235 371 CA

33-086-584 (17-12)

Tracking number:

RN802235371CA

Delivered**Shipping service:** Registered Mail**Delivery standard:** May 22**Latest updates**

Date	Time	Location	Progress	Post office
May 21	9:49 am		Signature available	
May 21	9:49 am	VAUGHAN,ON	Delivered	
May 21	9:15 am	VAUGHAN,ON	Item out for delivery	
May 21	4:15 am	VAUGHAN,ON	Item processed	
May 17	8:11 pm	MISSISSAUGA,ON	Item processed	
May 17	4:09 pm	TORONTO,ON	Item accepted at the Post Office	

Features and options

Signature Required

May 17, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)**Aishka Recycling Inc.**
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5**Attention:** Jeyabalasingam Puvanenthiran**Re: Certain indebtedness of Aishka Express 2016 Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)**

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of the credit agreement between RBC and the Debtor dated October 14, 2022, as amended and restated by an amendment dated August 25, 2023, as further amended and restated from time to time; ii) the Visa Business credit card agreement dated June 12, 2019 and iii) the Master Client Agreement for Business Clients, Commercial Card Program Service Materials dated September 15, 2023 (collectively the “**Aishka 2016 Credit Agreement**”).

Aishka Recycling Inc. (“**Aishka Recycling**” or “**you**”) guaranteed the Debtor’s obligations to RBC, including, without limitation, those under the Aishka 2016 Credit Agreement, pursuant to the written guarantee and postponement of claim dated August 30, 2023 limited to the principal amount of \$1,508,935.00 plus interest from the date of demand (the “**Guarantee**”).

Certain of the Credit Facilities are payable on demand. One or more Events of Default (as defined in the Aishka 2016 Credit Agreement) has also occurred.

As of May 7, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Aishka 2016 Credit Agreement:

Facility	Amount
Credit Card Facilities 451607XXXXXX2960 (Joint)	\$56,397.02
Credit Card Facilities 486584XXXXXX5037 (Sole Owner)	\$31,224.77
Credit Card Facilities 486642XXXXXX3255 (Sole Owner)	\$9,907.54
RCL – 07512 37815199 001	\$985,845.69
Total	\$1,083,375.02

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$1,083,375.02** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Guarantee (collectively, the “**Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Aishka 2016 Credit Agreement, the Guarantee, and any other agreement, as applicable.

The Indebtedness is secured by, *inter alia*, the general security agreement dated June 12, 2019 granted by Aishka Recycling in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of Aishka Recycling’s property, assets and undertakings.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation: (i) the commencement of civil legal proceedings against Aishka Recycling; and/or (ii) the appointment of an interim receiver, receiver and/or receiver and manager of Aishka Recycling, in which case RBC will also be seeking all costs incurred in doing so.

Our Notice of Intention to Enforce Security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA Notice**”) will be delivered to you with RBC’s demand to you in respect of facilities extended under Aishka Recycling Credit Agreement, as defined therein.

RBC hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP



Sanjeev P.R. Mitra
SPRM/ah

May 17, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)**Aishka Recycling Inc.**
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5**Attention:** Jeyabalasingam Puvanenthiran**Re: Certain indebtedness of Aishka Recycling Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)**

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of i) the Visa Business Card Agreement dated June 12, 2019, as amended and restated from time to time; and ii) the credit agreement between RBC and the Debtor dated October 14, 2022, as amended and restated by an amendment dated August 28, 2023, and as further amended and restated from time to time (collectively the “**Aishka Recycling Credit Agreement**”).

Certain of the Credit Facilities are payable on demand. One or more Events of Default (as defined in the Aishka Recycling Credit Agreement) has also occurred.

As of May 7, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Aishka Recycling Credit Agreement:

Facility	Amount
Credit Card Facilities 451405XXXXXX4091 (Sole Owner)	\$60,302.02
Credit Card Facilities 451607XXXXXX2754 (Joint)	\$7,541.53
Credit Card Facilities 486584XXXXXX6572 (Sole Owner)	\$51,825.34
RCL – 07512 37821403 001	\$540,586.28
Total	\$660,255.17

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$660,255.17** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Aishka Recycling Credit Agreement (collectively, the “**Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Aishka Recycling Credit Agreement and any other agreement, as applicable.

The Indebtedness is secured by, *inter alia*, the general security agreement dated June 12, 2019 granted by the Debtor in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation: (i) the commencement of civil legal proceedings against the Debtor; and/or (ii) the appointment of an interim receiver, receiver and/or receiver and manager of the Debtor, in which case RBC will also be seeking all costs incurred in doing so.

On behalf of RBC, we hereby enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notice**").

RBC hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

A handwritten signature in black ink, appearing to be 'Sanjeev P.R. Mitra', written in a cursive style.

Sanjeev P.R. Mitra
SPRM/ah
Encl.

NOTICE OF INTENTION TO ENFORCE SECURITY
(Bankruptcy and Insolvency Act, Subsection 244(1))

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)

TO: **Aishka Recycling Inc.**
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5

insolvent company / person

TAKE NOTICE that:

1. Royal Bank of Canada ("**RBC**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of Aishka Recycling Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory and all other personal property of the Debtor.
2. The security that is to be enforced (the "**Security**") is in the form of, *inter alia*, the general security agreement dated June 12, 2019 granted by the Debtor in favour of RBC, which grant RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.
3. As at May 7, 2024, the total amount of the indebtedness secured by the Security is the sum of **\$1,743,33.19** in principal and interest, plus accruing interest and recovery costs and fees of RBC (including, without limitation, RBC's legal and other professional fees).
4. RBC will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 17th day of May, 2024.

ROYAL BANK OF CANADA
by its lawyers, **Aird & Berlis LLP**



Per: _____

Sanjeev P.R. Mitra
Brookfield Place, Suite 1800
181 Bay Street, Box 754
Toronto, ON M5J 2T9
Tel: 416-863-1500
Fax: 416-863-1515

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.



**REGISTERED
DOMESTIC**
CUSTOMER RECEIPT

**RECOMMANDÉ
RÉGIME INTÉRIEUR**
REÇU DU CLIENT



AHM Transport Inc.
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5

Adrienne HO



Declared Value
Valeur déclarée \$

Tracking Number
Numéro de repérage de la SCP
RN 802 235 306 CA

33-086-584 (17-12)

Tracking number:

RN802235306CA

Delivered

Shipping service: Registered Mail

Delivery standard: May 22

Latest updates

Date	Time	Location	Progress	Post office
May 21	9:49 am		Signature available	
May 21	9:49 am	VAUGHAN,ON	Delivered	
May 21	9:15 am	VAUGHAN,ON	Item out for delivery	
May 21	4:14 am	VAUGHAN,ON	Item processed	
May 17	8:11 pm	MISSISSAUGA,ON	Item processed	
May 17	4:09 pm	TORONTO,ON	Item accepted at the Post Office	

Features and options

Signature Required

May 17, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)**AHM Transport Inc.**
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5**Attention:** Thushitha Puvanenthiran**Re: Certain indebtedness of AHM Transport Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)**

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under (i) the terms of the credit agreement between RBC and the Debtor dated August 25, 2023 as amended and restated from time to time, and ii) the Master Client Agreement for Business Clients dated August 31, 2023 (collectively the “**AHM Credit Agreement**”).

Certain of the Credit Facilities are payable on demand. One or more Events of Default (as defined in the AHM Credit Agreement) has also occurred.

As of May 7, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the AHM Credit Agreement:

Facility	Amount
Credit Card Facilities 486584XXXXXX7335 (Sole Owner)	\$25,313.72
RCL – 07512 75920869 001	\$250,692.25
Total	\$276,005.97

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$276,005.97** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the AHM Credit Agreement (collectively, the “**Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the AHM Credit Agreement and any other agreement, as applicable.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, in which case RBC will also be seeking all costs incurred in doing so.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

A handwritten signature in black ink, consisting of several fluid, overlapping strokes that form a stylized, abstract shape.

Sanjeev P.R. Mitra
SPRM/ah

NOTICE OF INTENTION TO ENFORCE SECURITY
(Bankruptcy and Insolvency Act, Subsection 244(1))

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)

TO: **AHM Transport Inc.**
290 Vellor Woods Blvd
Vaughan, ON
L4H 2T5

insolvent company / person

TAKE NOTICE that:

1. Royal Bank of Canada ("**RBC**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of Aishka Express Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory and all other personal property of the Debtor.
2. The security that is to be enforced (the "**Security**") is in the form of, *inter alia*, the general security agreement dated August 31, 2023 granted by the Debtor in favour of RBC, which grant RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.
3. As at May 7, 2024, the total amount of the indebtedness secured by the Security is the sum of **\$5,230,509.08** in principal and interest, plus accruing interest and recovery costs and fees of RBC (including, without limitation, RBC's legal and other professional fees).
4. RBC will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 17th day of May, 2024.

ROYAL BANK OF CANADA
by its lawyers, **Aird & Berlis LLP**



Per: _____

Sanjeev P.R. Mitra
Brookfield Place, Suite 1800
181 Bay Street, Box 754
Toronto, ON M5J 2T9
Tel: 416-863-1500
Fax: 416-863-1515

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.
60327863.2

May 17, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)**AHM Transport Inc.**
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5**Attention:** Thushitha Puvanenthiran**Re: Certain indebtedness of Aishka Express Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)**

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of the credit agreement between RBC and the Debtor dated October 21, 2022, as amended and restated on August 25, 2023, and as further amended and restated from time to time; and ii) the Visa Business Card Agreement dated October 21, 2022, as amended and restated from time to time (collectively the “**Aishka Express Credit Agreement**”).

AHM Transport Inc. (“**AHM**” or “**you**”) guaranteed the Debtor’s obligations to RBC, including, without limitation, those under the Aishka Express Credit Agreement, pursuant to the written guarantee and postponement of claim dated August 30, 2023 limited to the principal amount of \$4,140,000.00 plus interest from the date of demand (the “**Guarantee**”).

Certain of the Credit Facilities are payable on demand. One or more Events of Default (as defined in the Aishka Express Credit Agreement) has also occurred.

As of May 7, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Aishka Express Credit Agreement:

Facility	Amount
CEBA Loan	\$57,745.97
Credit Card Facilities 451605XXXXXX4386 (Joint)	\$47,991.64
Credit Card Facilities 486584XXXXXX5095 (Sole Owner)	\$71,017.38
Credit Card Facilities 552612XXXXXX8810 (Joint)	\$18,793.31
RCL – 07512 28112952 001	\$3,012,098.19
Total	\$3,207,646.49

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$3,207,646.49** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Guarantee (collectively, the “**Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Aishka Express Credit Agreement, the Guarantee, and any other agreement, as applicable.

The Indebtedness is secured by, *inter alia*, the general security agreement dated August 31, 2023 granted by AHM in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of AHM’s property, assets and undertakings

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation: (i) the commencement of civil legal proceedings against AHM; and/or (ii) the appointment of an interim receiver, receiver and/or receiver and manager of AHM, in which case RBC will also be seeking all costs incurred in doing so.

Our Notice of Intention to Enforce Security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA Notice**”) will be delivered to you with RBC’s demand to you in respect of facilities extended under AHM Credit Agreement, as defined therein.

RBC hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP



Sanjeev P.R. Mitra
SPRM/ah

May 17, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)**AHM Transport Inc.**
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5**Attention:** Thushitha Puvanenthiran**Re: Certain indebtedness of Tanush Transport Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)**

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of the credit agreement between RBC and the Debtor dated October 28, 2022, as amended and restated by an amendment dated August 25, 2023 and as further amended and restated from time to time and ii) the Visa credit agreement dated October 31, 2022 (collectively the “**Tanush Credit Agreement**”).

AHM Transport Inc. (“**AHM**” or “**you**”) guaranteed the Debtor’s obligations to RBC, including, without limitation, those under the Tanush Credit Agreement, pursuant to the written guarantee and postponement of claim dated August 30, 2023 limited to the principal amount of \$3,125,000.00 plus interest from the date of demand (the “**Guarantee**”).

Certain of the Credit Facilities are payable on demand. One or more Events of Default (as defined in the Tanush Credit Agreement) has also occurred.

As of May 7, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Tanush Credit Agreement:

Facility	Amount
Account C/A/Reg – 00472-1020098 (Overdrawn)	\$23,478.80
Credit Card Facilities 451607XXXXXX5200 (Joint)	\$58,049.46
Credit Card Facilities 486584XXXXXX3352 (Sole Owner)	\$175,121.00
Credit Card Facilities 486642XXXXXX2955 (Sole Owner)	\$48,794.66
RCL – 07512 69470350 001	\$1,441,412.70

Total	\$1,746,856.62
--------------	----------------

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$1,746,856.62** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Guarantee (collectively, the “**Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Tanush Credit Agreement, the Guarantee, and any other agreement, as applicable.

The Indebtedness is secured by, *inter alia*, the general security agreement dated August 31, 2023 granted by AHM in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of AHM's property, assets and undertakings

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation: (i) the commencement of civil legal proceedings against AHM; and/or (ii) the appointment of an interim receiver, receiver and/or receiver and manager of AHM, in which case RBC will also be seeking all costs incurred in doing so.

Our Notice of Intention to Enforce Security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA Notice**”) will be delivered to you with RBC's demand to you in respect of facilities extended under AHM Credit Agreement, as defined therein.

RBC hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP



Sanjeev P.R. Mitra
SPRM/ah

60321748.2

AIRD BERLIS



**REGISTERED
DOMESTIC**

CUSTOMER RECEIPT

**RECOMMANDÉ
RÉGIME INTÉRIEUR**

RECU DU CLIENT



Tanush Transport Inc.
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5

Adrienne Ho



Tracking Number Numéro de repérage de la SCP

RN 802 235 354 CA

Declared Value
Value déclarée \$

33-086-584 (17-12)

Tracking number:

RN802235354CA

Delivered

Shipping service: Registered Mail

Delivery standard: May 21

Latest updates

Date	Time	Location	Progress	Post office
May 21	9:49 am		Signature available	
May 21	9:49 am	VAUGHAN,ON	Delivered	
May 21	9:15 am	VAUGHAN,ON	Item out for delivery	
May 21	4:15 am	VAUGHAN,ON	Item processed	
May 17	8:11 pm	MISSISSAUGA,ON	Item processed	
May 17	4:09 pm	TORONTO,ON	Item accepted at the Post Office	

Features and options

Signature Required

May 17, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)**Tanush Transport Inc.**290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5**Attention:** Puvanenthiran Jeyabalasingam**Re: Certain indebtedness of AHM Transport Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)**

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under (i) the terms of the credit agreement between RBC and the Debtor dated August 25, 2023 as amended and restated from time to time, and ii) the Master Client Agreement for Business Clients dated August 31, 2023 (collectively the “**AHM Credit Agreement**”).

Tanush Transport Inc. (“**Tanush**” or “**you**”) guaranteed the Debtor’s obligations to RBC, including, without limitation, those under the AHM Credit Agreement, pursuant to the written guarantee and postponement of claim dated August 31, 2023 limited to the principal amount of \$475,000.00 plus interest from the date of demand (the “**Guarantee**”).

Certain of the Credit Facilities are payable on demand. One or more Events of Default (as defined in the AHM Credit Agreement) has also occurred.

As of May 7, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the AHM Credit Agreement:

Facility	Amount
Credit Card Facilities 486584XXXXXX7335 (Sole Owner)	\$25,313.72
RCL – 07512 75920869 001	\$250,692.25
Total	\$276,005.97

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$276,005.97** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Guarantee (collectively, the “**Indebtedness**”). Payment is required to be

made immediately. Interest continues to accrue on the Indebtedness at the rates established by the AHM Credit Agreement, the Guarantee, and any other agreement, as applicable.

The Indebtedness is secured by, *inter alia*, the general security agreement dated October 31, 2022 granted by Tanush in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of Tanush's property, assets and undertakings.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation: (i) the commencement of civil legal proceedings against Tanush; and/or (ii) the appointment of an interim receiver, receiver and/or receiver and manager of Tanush, in which case RBC will also be seeking all costs incurred in doing so.

Our Notice of Intention to Enforce Security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notice**") will be delivered to you with RBC's demand to you in respect of facilities extended under Tanush Credit Agreement, as defined therein.

RBC hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP



Sanjeev P.R. Mitra
SPRM/ah

60329908.2

AIRD BERLIS

May 17, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)**Tanush Transport Inc.**290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5**Attention: Puvanenthiran Jeyabalingam****Re: Certain indebtedness of Aishka Express Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)**

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of the credit agreement between RBC and the Debtor dated October 21, 2022, as amended and restated on August 25, 2023, and as further amended and restated from time to time; and ii) the Visa Business Card Agreement dated October 21, 2022, as amended and restated from time to time (collectively the “**Aishka Express Credit Agreement**”).

Tanush Transport Inc. (“**Tanush**” or “**you**”) guaranteed the Debtor’s obligations to RBC, including, without limitation, those under the Aishka Express Credit Agreement, pursuant to the written guarantee and postponement of claim dated August 30, 2023 limited to the principal amount of \$4,140,000.00 plus interest from the date of demand (the “**Guarantee**”).

Certain of the Credit Facilities are payable on demand. One or more Events of Default (as defined in the Aishka Express Credit Agreement) has also occurred.

As of May 7, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Aishka Express Credit Agreement:

Facility	Amount
CEBA Loan	\$57,745.97
Credit Card Facilities 451605XXXXXX4386 (Joint)	\$47,991.64
Credit Card Facilities 486584XXXXXX5095 (Sole Owner)	\$71,017.38
Credit Card Facilities 552612XXXXXX8810 (Joint)	\$18,793.31
RCL – 07512 28112952 001	\$3,012,098.19
Total	\$3,207,646.49

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$3,207,646.49** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Guarantee (collectively, the “**Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Aishka Express Credit Agreement, the Guarantee, and any other agreement, as applicable.

The Indebtedness is secured by, *inter alia*, the general security agreement dated October 31, 2022 granted by Tanush in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of Tanush’s property, assets and undertakings.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation: (i) the commencement of civil legal proceedings against Tanush; and/or (ii) the appointment of an interim receiver, receiver and/or receiver and manager of Tanush, in which case RBC will also be seeking all costs incurred in doing so.

Our Notice of Intention to Enforce Security pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA Notice**”) will be delivered to you with RBC’s demand to you in respect of facilities extended under Tanush Credit Agreements, as defined therein.

RBC hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP



Sanjeev P.R. Mitra
SPRM/ah

May 17, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)**Tanush Transport Inc.**
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5**Attention:** Puvanenthiran Jeyabalasingam**Re: Certain indebtedness of Tanush Transport Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)**

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of the credit agreement between RBC and the Debtor dated October 28, 2022, as amended and restated by an amendment dated August 25, 2023 and as further amended and restated from time to time and ii) the Visa credit agreement dated October 31, 2022 (collectively the “**Tanush Credit Agreement**”).

Certain of the Credit Facilities are payable on demand. One or more Events of Default (as defined in the Tanush Credit Agreement) has also occurred.

As of May 7, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Tanush Credit Agreement:

Facility	Amount
Account C/A/Reg – 00472-1020098 (Overdrawn)	\$23,478.80
Credit Card Facilities 451607XXXXXX5200 (Joint)	\$58,049.46
Credit Card Facilities 486584XXXXXX3352 (Sole Owner)	\$175,121.00
Credit Card Facilities 486642XXXXXX2955 (Sole Owner)	\$48,794.66
RCL – 07512 69470350 001	\$1,441,412.70
Total	\$1,746,856.62

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$1,746,856.62** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Tanush Credit Agreement (collectively, the “**Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Tanush Credit Agreement and any other agreement, as applicable.

The Indebtedness is secured by, *inter alia*, the general security agreement dated October 31, 2022 granted by the Debtor in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation: (i) the commencement of civil legal proceedings against the Debtor; and/or (ii) the appointment of an interim receiver, receiver and/or receiver and manager of the Debtor, in which case RBC will also be seeking all costs incurred in doing so.


On behalf of RBC, we hereby enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notice**").

RBC hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP



Sanjeev P.R. Mitra
SPRM/ah

Encl.

NOTICE OF INTENTION TO ENFORCE SECURITY
(Bankruptcy and Insolvency Act, Subsection 244(1))

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)

TO: **Tanush Transport Inc.**
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5

insolvent company / person

TAKE NOTICE that:

1. Royal Bank of Canada ("**RBC**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of Aishka Recycling Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory and all other personal property of the Debtor.
2. The security that is to be enforced (the "**Security**") is in the form of, *inter alia*, the general security agreement dated October 31, 2022 granted by the Debtor in favour of RBC, which grant RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.
3. As at May 7, 2024, the total amount of the indebtedness secured by the Security is the sum of **\$5,230,509.08** in principal and interest, plus accruing interest and recovery costs and fees of RBC (including, without limitation, RBC's legal and other professional fees).
4. RBC will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 17th day of May, 2024.

ROYAL BANK OF CANADA
by its lawyers, **Aird & Berlis LLP**



Per: _____

Sanjeev P.R. Mitra
Brookfield Place, Suite 1800
181 Bay Street, Box 754
Toronto, ON M5J 2T9
Tel: 416-863-1500
Fax: 416-863-1515

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.
60321732.1



REGISTERED
DOMESTIC

RECOMMANDÉ
RÉGIME INTÉRIEUR



Puvanenthiran Jeyabalasingam
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5

IENT

Adrienne HO



Declared Value
Valeur déclarée \$

CPC Tracking Number Numéro de repérage de la SCP

RN 802 235 310 CA

33-086-584 (17-12)

Tracking number:

RN802235310CA

Delivered

Shipping service: Registered Mail

Delivery standard: May 22

Latest updates

Date	Time	Location	Progress	Post office
May 21	9:49 am		Signature available	
May 21	9:49 am	VAUGHAN,ON	Delivered	
May 21	9:15 am	VAUGHAN,ON	Item out for delivery	
May 21	4:14 am	VAUGHAN,ON	Item processed	
May 17	8:11 pm	MISSISSAUGA,ON	Item processed	
May 17	4:09 pm	TORONTO,ON	Item accepted at the Post Office	

Features and options

Signature Required

May 17, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)**Puvanenthiran Jeyabalasingam**290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5**Re: Certain indebtedness of AHM Transport Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)**

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under (i) the terms of the credit agreement between RBC and the Debtor dated August 25, 2023 as amended and restated from time to time, and ii) the Master Client Agreement for Business Clients dated August 31, 2023 (collectively the “**AHM Credit Agreement**”).

You guaranteed the Debtor’s obligations to RBC, including, without limitation, those under the AHM Credit Agreement, pursuant to the written guarantee and postponement of claim dated August 31, 2023 limited to the principal amount of \$475,000.00 plus interest from the date of demand (the “**Guarantee**”).

Certain of the Credit Facilities are payable on demand. One or more Events of Default (as defined in the AHM Credit Agreement) has also occurred.

As of May 7, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the AHM Credit Agreement:

Facility	Amount
Credit Card Facilities 486584XXXXXX7335 (Sole Owner)	\$25,313.72
RCL – 07512 75920869 001	\$250,692.25
Total	\$276,005.97

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$276,005.97** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Guarantee (collectively, the “**Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the AHM Credit Agreement, the Guarantee, and any other agreement, as applicable.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, the commencement of civil legal proceedings against you personally, in which case RBC will also be seeking all costs incurred in doing so.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

A handwritten signature in black ink, appearing to be 'SPRM', written in a stylized, cursive manner.

Sanjeev P.R. Mitra
SPRM/ah

60329469.1

AIRD BERLIS

May 17, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL
(essajeya@hotmail.com)**Puvanenthiran Jeyabalasingam**
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5**Re: Certain indebtedness of Aishka Express 2016 Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)**

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of the credit agreement between RBC and the Debtor dated October 14, 2022, as amended and restated by an amendment dated August 25, 2023, as further amended and restated from time to time; ii) the Visa Business credit card agreement dated June 12, 2019 and iii) the Master Client Agreement for Business Clients, Commercial Card Program Service Materials dated September 15, 2023 (collectively the “**Aishka 2016 Credit Agreement**”).

You guaranteed the Debtor’s obligations to RBC, including, without limitation, those under the Aishka 2016 Credit Agreement, pursuant to the written guarantee and postponement of claim dated August 30, 2023 limited to the principal amount of \$1,508,000.00 plus interest from the date of demand (the “**Guarantee**”).

Certain of the Credit Facilities are payable on demand. One or more Events of Default (as defined in the Aishka 2016 Credit Agreement) has also occurred.

As of May 7, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Aishka 2016 Credit Agreement:

Facility	Amount
Credit Card Facilities 451607XXXXXX2960 (Joint)	\$56,397.02
Credit Card Facilities 486584XXXXXX5037 (Sole Owner)	\$31,224.77
Credit Card Facilities 486642XXXXXX3255 (Sole Owner)	\$9,907.54
RCL – 07512 37815199 001	\$985,845.69
Total	\$1,083,375.02

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$1,083,375.02** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Guarantee (collectively, the "**Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Aishka 2016 Credit Agreement, the Guarantee, and any other agreement, as applicable.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, the commencement of civil legal proceedings against you personally, in which case RBC will also be seeking all costs incurred in doing so.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

A handwritten signature in black ink, appearing to be 'SPRM', written in a cursive, stylized manner.

Sanjeev P.R. Mitra
SPRM/ah

60321752.2

May 17, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)**Puvanenthiran Jeyabalasingam**290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5**Re: Certain indebtedness of Aishka Express Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)**

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of the credit agreement between RBC and the Debtor dated October 21, 2022, as amended and restated on August 25, 2023, and as further amended and restated from time to time; and ii) the Visa Business Card Agreement dated October 21, 2022, as amended and restated from time to time (collectively the “**Aishka Express Credit Agreement**”).

You guaranteed the Debtor’s obligations to RBC, including, without limitation, those under the Aishka Express Credit Agreement, pursuant to the written guarantee and postponement of claim dated August 30, 2023 limited to the principal amount of \$4,140,000.00 plus interest from the date of demand (the “**Guarantee**”).

Certain of the Credit Facilities are payable on demand. One or more Events of Default (as defined in the Aishka Express Credit Agreement) has also occurred.

As of May 7, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Aishka Express Credit Agreement:

Facility	Amount
CEBA Loan	\$57,745.97
Credit Card Facilities 451605XXXXXX4386 (Joint)	\$47,991.64
Credit Card Facilities 486584XXXXXX5095 (Sole Owner)	\$71,017.38
Credit Card Facilities 552612XXXXXX8810 (Joint)	\$18,793.31
RCL – 07512 28112952 001	\$3,012,098.19
Total	\$3,207,646.49

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$3,207,646.49** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Guarantee (collectively, the "**Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Aishka Express Credit Agreement, the Guarantee, and any other agreement, as applicable.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, the commencement of civil legal proceedings against you personally, in which case RBC will also be seeking all costs incurred in doing so.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP



Sanjeev P.R. Mitra
SPRM/ah

60321695.1

May 17, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)**Puvanenthiran Jeyabalasingam**290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5**Re: Certain indebtedness of Aishka Recycling Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)**

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of i) the Visa Business Card Agreement dated June 12, 2019, as amended and restated from time to time; and ii) the credit agreement between RBC and the Debtor dated October 14, 2022, as amended and restated by an amendment dated August 28, 2023, and as further amended and restated from time to time (collectively the “**Aishka Recycling Credit Agreement**”).

You guaranteed the Debtor’s obligations to RBC, including, without limitation, those under the Aishka Recycling Credit Agreement, pursuant to the written guarantee and postponement of claim dated October 17, 2022 limited to the principal amount of \$600,000.00 plus interest from the date of demand (the “**Guarantee**”).

Certain of the Credit Facilities are payable on demand. One or more Events of Default (as defined in the Aishka Recycling Credit Agreement) has also occurred.

As of May 7, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Aishka Credit Agreement:

Facility	Amount
Credit Card Facilities 451405XXXXXX4091 (Sole Owner)	\$60,302.02
Credit Card Facilities 451607XXXXXX2754 (Joint)	\$7,541.53
Credit Card Facilities 486584XXXXXX6572 (Sole Owner)	\$51,825.34
RCL – 07512 37821403 001	\$540,586.28
Total	\$660,255.17

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$600,000.00** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other

professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Guarantee (collectively, the “**Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Aishka Recycling Credit Agreement, the Guarantee, and any other agreement, as applicable.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, the commencement of civil legal proceedings against you personally, in which case RBC will also be seeking all costs incurred in doing so.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP

A handwritten signature in black ink, appearing to be 'SPRM', written over a light blue horizontal line.

Sanjeev P.R. Mitra
SPRM/ah

60314039.1

AIRD BERLIS

May 17, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)**Puvanenthiran Jeyabalasingam**290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5**Re: Certain indebtedness of Tanush Transport Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)**

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of the credit agreement between RBC and the Debtor dated October 28, 2022, as amended and restated by an amendment dated August 25, 2023 and as further amended and restated from time to time and ii) the Visa credit agreement dated October 31, 2022 (collectively the “**Tanush Credit Agreement**”).

You guaranteed the Debtor’s obligations to RBC, including, without limitation, those under the Tanush Credit Agreement, pursuant to the written guarantee and postponement of claim dated August 30, 2023 limited to the principal amount of \$3,125,000.00 plus interest from the date of demand (the “**Guarantee**”).

Certain of the Credit Facilities are payable on demand. One or more Events of Default (as defined in the Tanush Credit Agreement) has also occurred.

As of May 7, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the Credit Facilities made available under the Tanush Credit Agreement:

Facility	Amount
Account C/A/Reg – 00472-1020098 (Overdrawn)	\$23,478.80
Credit Card Facilities 451607XXXXXX5200 (Joint)	\$58,049.46
Credit Card Facilities 486584XXXXXX3352 (Sole Owner)	\$175,121.00
Credit Card Facilities 486642XXXXXX2955 (Sole Owner)	\$48,794.66
RCL – 07512 69470350 001	\$1,441,412.70
Total	\$1,746,856.62

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$1,746,856.62** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Guarantee (collectively, the "**Indebtedness**"). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Tanush Credit Agreement, the Guarantee, and any other agreement, as applicable.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation, the commencement of civil legal proceedings against you personally, in which case RBC will also be seeking all costs incurred in doing so.

Please govern yourself accordingly.

Yours truly,

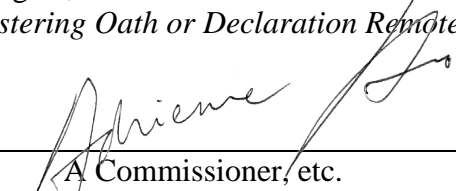
AIRD & BERLIS LLP



Sanjeev P.R. Mitra
SPRM/ah

60321743.1

This is Exhibit "W" referred to in the Affidavit of Jan Oros
sworn before me at the City of Toronto, in the Province of Ontario
this 9th day of August, 2024 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



A Commissioner, etc.
Adrienne Ho (LSO# 68439N)



REGISTERED
DOMESTIC

RECOMMANDÉ
RÉGIME INTÉRIEUR



Aishka Express 2016 Inc.
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5



Declared Value
Valeur déclarée \$

CPC Tracking Number Numéro de repérage de la SCP
RN 802 232 928 CA

33-086-584 (17-12)



REGISTERED
DOMESTIC

RECOMMANDÉ
RÉGIME INTÉRIEUR



Aishka Express Inc.
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5



Declared Value
Valeur déclarée \$

CPC Tracking Number Numéro de repérage de la SCP
RN 802 232 914 CA

33-086-584 (17-12)



REGISTERED
DOMESTIC
CUSTOMER RECEIPT

RECOMMANDÉ
RÉGIME INTÉRIEUR
REÇU DU CLIENT



To

Destinataire

AHM Transport Inc.
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5



CPC Tracking Number Numéro de repérage de la SCP
RN 802 232 905 CA

33-086-584 (17-12)



REGISTERED
DOMESTIC
CUSTOMER RECEIPT

RECOMMANDÉ
RÉGIME INTÉRIEUR
REÇU DU CLIENT



To

Destinataire

Tanush Transport Inc.
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5



CPC Tracking Number Numéro de repérage de la SCP
RN 802 232 931 CA

33-086-584 (17-12)

May 31, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)

Aishka Express 2016 Inc.

290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5

Attention: Puvanenthiran Jeyabalasingam

**Re: Certain indebtedness of Aishka Express 2016 Inc. (the “Debtor” or “you”) to
Royal Bank of Canada (“RBC”)**

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to:

- a) certain credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of the credit agreement between RBC and the Debtor dated October 14, 2022, as amended and restated by an amendment dated August 25, 2023, as further amended and restated from time to time, the Visa Business credit card agreement dated June 12, 2019, and the Master Client Agreement for Business Clients, Commercial Card Program Service Materials dated September 15, 2023 (collectively the “**Aishka 2016 Credit Agreement**”); and
- b) certain leasing facilities made available by RBC to the Debtor pursuant to and under the terms of a Master Lease Agreement dated August 1, 2019, as amended and restated from time to time (the “**Lease Agreement**”).

RBC made a formal demand for payment on the Debtor in respect of the Credit Facilities in the amount of **\$1,083,375.02** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC by way of letter dated May 17, 2024. The Debtor has failed to pay the amount demanded.

The Debtor is also a guarantor of facilities extended by RBC to Aishka Recycling Inc. RBC made a formal demand for payment on the Debtor in respect of these guaranteed amounts in the amount of **\$650,000.00** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC by way of letter dated May 17, 2024. The Debtor has also failed to pay this amount demanded.

Pursuant to section 18.1 of the Lease Agreement, it is an Event of Default where the Debtor fails to perform any obligation it may have under an agreement with RBC.

As of May 28, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the leasing facilities made available under the Lease Agreement:

Lease	Amount
201000061951	\$196,876.59
Total	\$196,876.59

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$196,876.59** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Lease Agreement (collectively, the “**Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Lease Agreement and any other agreement, as applicable.

The Indebtedness is secured by, *inter alia*, the general security agreement dated June 12, 2019 granted by the Debtor in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of the Debtor’s property, assets and undertakings.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation: (i) the commencement of civil legal proceedings against the Debtor; and/or (ii) the appointment of an interim receiver, receiver and/or receiver and manager of the Debtor, in which case RBC will also be seeking all costs incurred in doing so.

On behalf of RBC, we hereby enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA Notice**”).

RBC hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings.

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP



Sanjeev P.R. Mitra
SPRM/ah

NOTICE OF INTENTION TO ENFORCE SECURITY
(Bankruptcy and Insolvency Act, Subsection 244(1))

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)

TO: Aishka Express 2016 Inc.
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5
insolvent company / person

TAKE NOTICE that:

1. Royal Bank of Canada ("**RBC**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of Aishka Express 2016 Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory and all other personal property of the Debtor.
2. The security that is to be enforced (the "**Security**") is in the form of, *inter alia*, the general security agreement dated June 12, 2019 granted by the Debtor in favour of RBC, which grant RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.
3. As at May 28, 2024, the total amount of the indebtedness secured by the Security is the sum of **\$1,929,954.61** in principal and interest, plus accruing interest and recovery costs and fees of RBC (including, without limitation, RBC's legal and other professional fees) since the dates of the demands.
4. RBC will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 31st day of May, 2024.

Royal Bank of Canada
by its lawyers, **Aird & Berlis LLP**



Per: _____
Sanjeev P.R. Mitra
Brookfield Place, Suite 1800
181 Bay Street, Box 754
Toronto, ON M5J 2T9
Tel: 416-863-1500
Fax: 416-863-1515

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

May 31, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)

Aishka Express Inc.
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5

Attention: Thushitha Puvanenthiran

Re: Certain indebtedness of Aishka Express Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

The Debtor is indebted to RBC with respect to:

- a) credit facilities (the “**Credit Facilities**”) made available by RBC to the Debtor pursuant to and under the terms of the credit agreement between RBC and the Debtor dated October 21, 2022, as amended and restated on August 25, 2023, and as further amended and restated from time to time and the Visa Business Card Agreement dated October 21, 2022, as amended and restated from time to time (collectively the “**Aishka Express Credit Agreement**”).
- b) certain leasing facilities made available by RBC to the Debtor pursuant to and under the terms of a Master Lease Agreement dated July 8, 2019, as amended and restated from time to time and the Interim Funding Agreement dated January 25, 2023, as amended and restated from time to time (collectively the “**Lease Agreement**”).

RBC made a formal demand for payment on the Debtor in respect of the Credit Facilities in the amount of **\$3,207,646.49** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC by way of letter dated May 17, 2024. The Debtor has failed to pay the amount demanded.

The Debtor is also a guarantor of facilities extended by RBC to AHM Transport Inc. RBC made a formal demand for payment on the Debtor in respect of these guaranteed amounts in the amount of \$276,005.97 plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC by way of letter dated May 17, 2024. The Debtor has also failed to pay this amount demanded.

The Debtor is also a guarantor of facilities extended by RBC to Tanush Transport Inc. RBC made a formal demand for payment on the Debtor in respect of these guaranteed amounts in the amount of \$1,746,856.62 plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC by way of letter dated May 17, 2024. The Debtor has also failed to pay this amount demanded.

Pursuant to section 18.1 of the Lease Agreement, it is an Event of Default where the Debtor fails to perform any obligation it may have under an agreement with RBC.

As of May 28, 2024, the following amounts are due and owing to RBC for principal and interest pursuant to the leasing facilities made available under the Lease Agreement:

Lease	Amount
201000048875	26,730.26
201000049918	123,170.73
201000061929	3,851.81
201000062506	7,853.39
201000064047	5,523.26
201000065464	33,645.25
201000066339	39,589.47
201000072018 (Interim lease)	569,626.16
Total	\$809,990.34

On behalf of RBC, and without in any way prejudicing RBC from demanding any other amount properly owing to it, we hereby make formal demand for payment of **\$809,990.34** plus accruing interest and any and all costs and expenses (including, without limitation, any legal and other professional fees) incurred by RBC to the date of indefeasible repayment of all amounts owed to RBC pursuant to the Lease Agreement (collectively, the “**Indebtedness**”). Payment is required to be made immediately. Interest continues to accrue on the Indebtedness at the rates established by the Lease Agreement and any other agreement, as applicable.

The Indebtedness is secured by, *inter alia*, the general security agreement dated June 13, 2019 granted by the Debtor in favour of RBC, which grants RBC, amongst other things, a security interest in any and all of the Debtor’s property, assets and undertakings.

If payment of the Indebtedness is not received immediately, RBC shall take whatever steps it may consider necessary or appropriate to collect and recover the amounts owing to it, including, without limitation: (i) the commencement of civil legal proceedings against the Debtor; and/or (ii) the appointment of an interim receiver, receiver and/or receiver and manager of the Debtor, in which case RBC will also be seeking all costs incurred in doing so.

On behalf of RBC, we hereby enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA Notice**”). RBC hereby reserves its rights to initiate proceedings within the ten (10) day period set out in the BIA Notice, if circumstances warrant such proceedings. Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP



Sanjeev P.R. Mitra
SPRM/ah

NOTICE OF INTENTION TO ENFORCE SECURITY
(Bankruptcy and Insolvency Act, Subsection 244(1))

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)

TO: Aishka Express Inc.
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5
insolvent company / person

TAKE NOTICE that:

1. Royal Bank of Canada ("**RBC**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of Aishka Express Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory and all other personal property of the Debtor.
2. The security that is to be enforced (the "**Security**") is in the form of, *inter alia*, the general security agreement dated June 13, 2019 granted by the Debtor in favour of RBC, which grant RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.
3. As at May 28, 2024, the total amount of the indebtedness secured by the Security is the sum of **\$6,040,499.42** in principal and interest, plus accruing interest and recovery costs and fees of RBC (including, without limitation, RBC's legal and other professional fees) since the dates of the demands.
4. RBC will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 31st day of May, 2024.

Royal Bank of Canada
by its lawyers, **Aird & Berlis LLP**



Per: _____
Sanjeev P.R. Mitra
Brookfield Place, Suite 1800
181 Bay Street, Box 754
Toronto, ON M5J 2T9
Tel: 416-863-1500
Fax: 416-863-1515

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.

May 31, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)

AHM Transport Inc.
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5

Attention: Thushitha Puvanenthiran

Re: Certain indebtedness of AHM Transport Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

On behalf of RBC, we hereby enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA Notice**”).

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP



Sanjeev P.R. Mitra
SPRM/ah

NOTICE OF INTENTION TO ENFORCE SECURITY
(Bankruptcy and Insolvency Act, Subsection 244(1))

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)

TO: **AHM Transport Inc.**
290 Vellor Woods Blvd
Vaughan, ON
L4H 2T5

insolvent company / person

TAKE NOTICE that:

1. Royal Bank of Canada ("**RBC**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of AHM Transport Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory and all other personal property of the Debtor.
2. The security that is to be enforced (the "**Security**") is in the form of, *inter alia*, the general security agreement dated August 31, 2023 granted by the Debtor in favour of RBC, which grant RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.
3. As at May 7, 2024, the total amount of the indebtedness secured by the Security is the sum of **\$5,230,509.08** in principal and interest, plus accruing interest and recovery costs and fees of RBC (including, without limitation, RBC's legal and other professional fees).
4. RBC will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 31st day of May, 2024.

ROYAL BANK OF CANADA
by its lawyers, **Aird & Berlis LLP**



Per: _____

Sanjeev P.R. Mitra
Brookfield Place, Suite 1800
181 Bay Street, Box 754
Toronto, ON M5J 2T9
Tel: 416-863-1500
Fax: 416-863-1515

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.
60502833.1

May 31, 2024

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)

Tanush Transport Inc.
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5

Attention: Puvanenthiran Jeyabalasingam

Re: Certain indebtedness of Tanush Transport Inc. (the “Debtor”) to Royal Bank of Canada (“RBC”)

We are the lawyers for RBC in connection with its lending arrangements with the Debtor.

On behalf of RBC, we hereby enclose a Notice of Intention to Enforce Security delivered pursuant to subsection 244(1) of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA Notice**”).

Please govern yourself accordingly.

Yours truly,

AIRD & BERLIS LLP



Sanjeev P.R. Mitra
SPRM/ah

Encl.

NOTICE OF INTENTION TO ENFORCE SECURITY
(Bankruptcy and Insolvency Act, Subsection 244(1))

DELIVERED BY REGULAR MAIL, REGISTERED MAIL AND EMAIL (essajeya@hotmail.com)

TO: **Tanush Transport Inc.**
290 Vellore Woods Blvd
Woodbridge, ON
L4H 2T5

insolvent company / person

TAKE NOTICE that:

1. Royal Bank of Canada ("**RBC**"), a secured creditor, intends to enforce its security on the property, assets and undertakings of Tanush Transport Inc. (the "**Debtor**"), including, without limiting the generality of the foregoing, all the equipment, accounts, proceeds, books and records, inventory and all other personal property of the Debtor.
2. The security that is to be enforced (the "**Security**") is in the form of, *inter alia*, the general security agreement dated October 31, 2022 granted by the Debtor in favour of RBC, which grant RBC, amongst other things, a security interest in any and all of the Debtor's property, assets and undertakings.
3. As at May 7, 2024, the total amount of the indebtedness secured by the Security is the sum of **\$5,230,509.08** in principal and interest, plus accruing interest and recovery costs and fees of RBC (including, without limitation, RBC's legal and other professional fees).
4. RBC will not have the right to enforce the Security until after the expiry of the ten (10) day period after this notice is sent, unless the Debtor consents to an earlier enforcement.

DATED at Toronto this 31st day of May, 2024.

ROYAL BANK OF CANADA
by its lawyers, **Aird & Berlis LLP**



Per: _____

Sanjeev P.R. Mitra
Brookfield Place, Suite 1800
181 Bay Street, Box 754
Toronto, ON M5J 2T9
Tel: 416-863-1500
Fax: 416-863-1515

Note: This Notice is given for precautionary purposes only and there is no acknowledgement that any person to whom this Notice is delivered is insolvent, or that the provisions of the *Bankruptcy and Insolvency Act* apply to the enforcement of this security.
60503623.1

This is Exhibit "X" referred to in the Affidavit of Jan Oros
sworn before me at the City of Toronto, in the Province of Ontario
this 9th day of August, 2024 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



A Commissioner, etc.
Adrienne Ho (LSO# 68439N)

From: Oros, Jan <jan.oros@rbc.com>
Sent: April 17, 2024 12:37 PM
To: 'essajeya@hotmail.com'
Subject: RE: RBC Meeting Summary - Information Request
Attachments: Consultant Engagement Letter.pdf

Importance: High

Hi Jeya,

Further to my email below, please find attached the consultant engagement letter.

Please arrange for you and your spouse to sign, where required and return to me before the end of this week.

Once that is returned signed to me, we will have the consultant reach out to arrange a meeting with you at your office in North York.

I'll come out to that meeting as well as I want to walk through the place to see your operations.

Let me know if any questions.

Regards,

Jan

From: Oros, Jan
Sent: Friday, April 12, 2024 6:07 PM
To: 'essajeya@hotmail.com' <essajeya@hotmail.com>
Subject: RBC Meeting Summary - Information Request
Importance: High

Hi Jeya,

It was nice to meet you today.

As we discussed, I would be sending you a list of information to provide the Bank with.

The following is a list of information to provide (which will be for all 5 borrowers Tanush, Aishka Express, Aishka 2016, Aishka Recycling and AHM Transport :

1. Balance sheet and income statement for December 31, 2023 and March 31, 2024 from your quick books system
2. Aged AR & AP summary, Dec.31, 2023 and March 31, 2024
3. Insurance binder confirming general liability, property and equipment insurance and coverages held
4. BVD agreement and statement of current balance owing
5. CRA myaccount web printouts for source deductions, HST and corporate tax
6. Confirm if any changes (additions/deletions) to be noted on the PSOA attached that was previously provided
7. Asset listing by company
8. List of all locations you operate from or have equipment at

9. List any lawsuits against any of the companies, if any
10. List of monthly recurring payments, rent, loans, leases, insurance- by company

Additionally as we discussed, the Bank will require a consultant to be engaged to go over the above information and to create a cash flow projection so that the Bank and the Company can understand what, if any, cashflow challenges, are expected to occur in the months ahead and to determine your ability to repay BVD in full from operating cashflow. We may also have the consultant review your HST claims filed to determine if there are any issues with the amount of HST refund claimed by the Companies.

We would appreciate the above information be sent to me by no later than end of day April 26, 2024.

If you have any questions relating to the above, please let me know and we can arrange a time to discuss.

Regards,

Jan Oros | Senior Manager | Special Loans & Advisory Services | **Royal Bank of Canada** |
20 King Street West, 2nd Floor, Toronto, ON, Canada, M5H 1C4 | T.416-974-5137 | E-mail: jan.oros@rbc.com



April 17, 2024

msi Spergel inc.,
200 Yorkland, Suite 1100
Toronto, ON M2J 5C1

Attention: Mukul Manchanda, CPA, CIRP, LIT

Dear Sirs:

**Re: AISHKA EXPRESS 2016 INC., TANUSH TRANSPORT INC., AHM TRANSPORT INC.,
AISHKA RECYCLING INC., and AISHKA EXPRESS INC., (collectively, the “Companies”)**

The purpose of this letter is to set out the terms upon which the Royal Bank of Canada (the “**Bank**”) will engage msi Spergel inc. (“**Spergel**”) to act on the Bank’s behalf as consultant (the “**Consultant**”) to review and report on the financial and operational performance of the Companies and to evaluate the Bank’s security position, in accordance with the terms and provisions of this agreement including, but not limited to, the following:

1. Reviewing the current financial position and more recent financial results achieved by the Companies;
2. Reviewing the Companies’ go forward annual financial projections and prepare a monthly projection if necessary;
3. Reviewing the Companies’ 13-week cash flow forecast;
4. Reviewing any agreements between the Companies and the landlord of premises leased by the Companies;
5. Reviewing and analysing the existence and validity of claims against the Companies including liens, potential liens, environmental liabilities, practical priorities and the impact of those priority claims on Company assets and the Bank’s loan position;
6. Reviewing and analysing the existence and validity of accounts receivable including, but not limited to, a review of customer invoices, sales contracts, long-term supply agreements and any and all documentation to support the basis of reported accounts receivable;
7. Reviewing and investigating all other matters, which may affect in any manner whatsoever the security position of the Bank or the ability of the Bank to recover the indebtedness of the Companies to the Bank, including all transactions or dealings with related entities;
8. Providing, based on your findings and in your sole discretion, such recommendations, only to the Bank, as you deem appropriate. For greater certainty, your analysis and recommendation of any issue considered by you in your sole discretion to be relevant to this engagement will not necessarily be subject to the review by the Companies.

You are to have no managerial capacity or decision-making responsibilities with respect to the business of the Companies. We acknowledge that your review and advice will be based mainly on data supplied by the Companies, supplemented by discussions with management. We understand that, although all information gathered will be reviewed for reasonableness, you will not be conducting an audit. Therefore, your work will not necessarily disclose any errors, irregularities or illegal acts, if such exist, on the part of the Companies or its officers and employees.

Management of the Companies have agreed to provide you with the full co-operation of the Companies' employees including full access to facilities, assets and records during normal business hours. Management has indicated that they will answer all questions fully and fairly to the best of their ability and knowledge.

Management has agreed to keep you informed of any matters arising that are relevant to your work and have further confirmed that you are and will remain at liberty to disclose to us any information which you consider relevant to our security and our understanding of the current security position of the Companies.

This engagement and your related work should be kept confidential. The explanation that you give to any of the Companies' employees who are not aware of your mandate as to the nature of the mandate is a matter for the Companies' management to decide and to advise you thereof.

We understand that you will advise us if any situation comes to your attention that would materially affect the terms of this engagement letter.

The Companies have accepted responsibility for your fees and expenses incurred in carrying out this engagement, failing which we guarantee their prompt payment and will debit the Companies' accounts for such fees and expenses. We understand that your fees will be based on the time expended multiplied by the hourly rates and levels of staff involved. You are hereby authorized to use any of your employees or agents, as you consider necessary in your review of the affairs of the business of the Companies.

The engagement of a Consultant shall not operate as a waiver or merger of any rights the Bank has under any agreement with the Companies or under any security granted to it for the indebtedness of the Companies to the Bank.

Dated at Toronto this 17th day of April 2024

Royal Bank of Canada

Per:



Name: Jan Oros
Title: Senior Manager

The undersigned authorized representative of the Companies hereby consents to the terms of this engagement letter and the appointment of Spergel on the basis set out herein.

The Companies understand and agree that, notwithstanding the mandate set out herein, the remedies available to the Bank under the terms of its security with the Companies remain in full force and effect and that the Bank can take steps to act on that security at any time.

The Companies understand that if the Bank decides to enforce any of the security held by them against the Companies' assets, the Consultant, or any person or corporation associated with it may, without the Companies' consent, be appointed to act as Receiver and Manager of the Companies' assets or as agent of the Bank.

The undersigned acknowledges and agrees that the employees and management of the Companies will extend to Spergel unrestricted access to all of the books and records of the Companies. During the course of this engagement, the undersigned acknowledges and agrees that Spergel will take no part in the management of the Companies' business, for which the sole responsibility remains with the Companies.

The undersigned acknowledges and agrees that the Companies will be responsible for the prompt payment of the fees and expenses of Spergel relating to this engagement and that, if such fees and expenses cannot be paid directly, they will be paid by the Bank and added to the Companies' indebtedness.

AISHKA EXPRESS 2016 INC.

TANUSH TRANSPORT INC.

Per:

Per:

Name:

Name:

Title:

Title:

I have authority to bind the corporation

I have authority to bind the corporation

AHM TRANSPORT INC.

Per:

Name:

Title:

I have authority to bind the corporation

AISHKA EXPRESS INC.

Per:

Name:

Title:

I have authority to bind the corporation

AISHKA RECYCLING INC.

Per:

Name:

Title:

I have authority to bind the corporation


msi Spergel inc. hereby consents to this engagement on the basis set out in the letter and agrees to operate within the terms of the engagement.

Per:

Name: Mukul Manchanda, CPA, CIRP, LIT

Title: Managing Partner

This is Exhibit "Y" referred to in the Affidavit of Jan Oros
sworn before me at the City of Toronto, in the Province of Ontario
this 9th day of August, 2024 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



A Commissioner, etc.
Adrienne Ho (LSO# 68439N)

From: sssmall@rogers.com
Sent: April 29, 2024 11:37 AM
To: Oros, Jan
Cc: 'Aishka Express'; sssmall@rogers.com
Subject: Letter of April 12, 2024

[External]/[Externe]

Dear Mr. Jan Oros,

As per your letter via email on April 12, 2024, to Mr. Essa Jeya regarding information to be provide on his group of companies.

This email is to advise you, that Mr. Jeya has retain the services of SSM & S Professional Corporation and Stephen S. Small as the new Management Consultant for his group of companies, therefore, I have had the opportunity to review your email regarding the documentation the was requested.

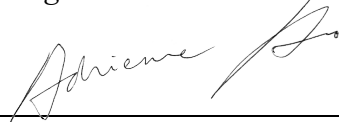
As I'm not in the country and away on vacation, I will be returning to Canada on the 31st, of May 2024, further, I will request a delay until June 15th, 2024, to provide you with the request documentation and information .

We thank you in advance for your cooperation in this very important matter and looking forward to hearing from you very soon.

Yours truly,

Stephen S. Small, B.A., M.B.A., C.G.A., LL.B., Ph.D.
SSM & S PROFESSIONAL CORPORATION
30 Central Parkway West
Suite 510
Mississauga, Ontario
L5B 1L3
Tel: (437) 245-5559
Email: of cosssmall@rogers.com
www: ssmsprofessionals.com

This is Exhibit "Z" referred to in the Affidavit of Jan Oros
sworn before me at the City of Toronto, in the Province of Ontario
this 9th day of August, 2024 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely

A handwritten signature in black ink, appearing to read "Adrienne Ho", is written over a horizontal line.

A Commissioner, etc.
Adrienne Ho (LSO# 68439N)

Daisy Jin

From: Mukul Manchanda <mmanchanda@spergel.ca>
Sent: July 18, 2024 8:08 AM
To: Sanjeev Mitra; Jan Oros
Subject: Fwd: RBC Aishka
Attachments: Information Request Letter Follow Up- Aishka Express 2016 Inc et al.pdf

Hi Sanj and Jan

I can confirm that I didn't receive any additional information from Aishka by the deadline stated in the attached letter.

Mukul Manchanda, CPA, CIRP, LIT | Managing Partner

Corporate Restructuring & Insolvency

msi Spergel inc. | Licensed Insolvency Trustees
200 Yorkland Blvd., Suite 1100, Toronto, ON., M2J 5C1
T: 416-498-4314 | F: 416-498-4314

mmanchanda@spergel.ca | www.spergelcorporate.ca

Insolvency • Restructuring • Consulting



This email may contain privileged information and is intended only for the named recipient. Distribution, disclosure or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately by return email and permanently destroy this email and all copies.

From: Mukul Manchanda <mmanchanda@spergel.ca>

Sent: Friday, July 12, 2024 1:28 PM

To: Aishka Express <essajeya@hotmail.com>; Paula Amaral <pamaral@spergel.ca>

Cc: Lindsay Lesmeister <llesmeister@spergel.ca>

Subject: RE: RBC Aishka

Good afternoon Sanji,

Please see attached our letter of even date.

We trust that you will provide all of the outstanding information by no later than 4:00pm on Wednesday July 17, 2024.

Thanks and Best Regards

Mukul Manchanda, CPA, CIRP, LIT | Managing Partner

Corporate Restructuring & Insolvency

msi Spergel inc. | Licensed Insolvency Trustees
200 Yorkland Blvd., Suite 1100, Toronto, ON., M2J 5C1
T: 416-498-4314 | F: 416-498-4314

mmanchanda@spergel.ca | www.spergelcorporate.ca

Insolvency • Restructuring • Consulting



This email may contain privileged information and is intended only for the named recipient. Distribution, disclosure or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately by return email and permanently destroy this email and all copies.

From: Aishka Express <essajeya@hotmail.com>
Sent: Wednesday, July 10, 2024 7:37 PM
To: Paula Amaral <pamaral@spergel.ca>
Cc: Mukul Manchanda <mmanchanda@spergel.ca>; Lindsay Lesmeister <llesmeister@spergel.ca>
Subject: Re: RBC Aishka

Thanks!

Sanji

From: Aishka Express <essajeya@hotmail.com>
Sent: July 10, 2024 7:28 PM
To: Paula Amaral <pamaral@spergel.ca>
Cc: Mukul Manchanda <mmanchanda@spergel.ca>; Lindsay Lesmeister <llesmeister@spergel.ca>
Subject: Re: RBC Aishka

Thanks!

Sanji

From: Paula Amaral <pamaral@spergel.ca>
Sent: July 3, 2024 5:15 PM
To: Aishka Express <essajeya@hotmail.com>
Cc: Mukul Manchanda <mmanchanda@spergel.ca>; Lindsay Lesmeister <llesmeister@spergel.ca>
Subject: RE: RBC Aishka

Good afternoon,

Attached is an information request letter listing the items we require to bring our mandate. Please forward information as it becomes available. If you have any questions, we can schedule a call to discuss the information required.

Thank you,

Paula Amaral, CPA, CMA | Manager
Corporate Restructuring & Insolvency

msi Spergel inc. | Licensed Insolvency Trustees
200 Yorkland Blvd., Suite 1100, Toronto, ON., M2J 5C1
T: 416-498-4302 | F: 416-498-4302

pamaral@spergel.ca | www.spergelcorporate.ca

Insolvency • Restructuring • Consulting



This email may contain privileged information and is intended only for the named recipient. Distribution, disclosure or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately by return email and permanently destroy this email and all copies.

From: Aishka Express <essajeya@hotmail.com>

Sent: Wednesday, June 26, 2024 1:46 PM

To: Mukul Manchanda <mmanchanda@spergel.ca>; Howard Manis <hmanis@manislaw.ca>; Sanjeev Mitra <smitra@airdberlis.com>

Cc: Adrienne Ho <aho@airdberlis.com>; Paula Amaral <pamaral@spergel.ca>; Lindsay Lesmeister <llesmeister@spergel.ca>

Subject: Re: RBC Aishka

Hi Mukul,

According to the conversation with Essa in the morning, I am confirming that. We are happy to welcome you. As you mentioned, you have other appointments and will come in the evening. I'd like you to please try to reach you back to confirm the visit. Please give Essa a callback or let me know your availability.

Thanks!

Sanji

From: Mukul Manchanda <mmanchanda@spergel.ca>

Sent: June 26, 2024 7:53 AM

To: Howard Manis <hmanis@manislaw.ca>; Sanjeev Mitra <smitra@airdberlis.com>

Cc: Adrienne Ho <aho@airdberlis.com>; Essa Jeya <essajeya@hotmail.com>; Paula Amaral <pamaral@spergel.ca>; Lindsay Lesmeister <llesmeister@spergel.ca>

Subject: Re: RBC Aishka

Hi Essa,

I am following up to setup a call followed by an in person meeting.

Please advise of your availability. We would like to commence our mandate right away.

Thanks and Best Regards,

**Mukul Manchanda, CPA, CIRP, LIT | Managing Partner
Corporate Restructuring & Insolvency**

msi Spergel inc. | Licensed Insolvency Trustees
200 Yorkland Blvd., Suite 1100, Toronto, ON., M2J 5C1
T: 416-498-4314 | F: 416-498-4314

mmanchanda@spergel.ca | www.spergelcorporate.ca

Insolvency • Restructuring • Consulting



This email may contain privileged information and is intended only for the named recipient. Distribution, disclosure or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately by return email and permanently destroy this email and all copies.

From: Mukul Manchanda <mmanchanda@spergel.ca>

Sent: Tuesday, June 25, 2024 9:12 AM

To: Howard Manis <hmanis@manislaw.ca>; Sanjeev Mitra <smitra@airdberlis.com>

Cc: Adrienne Ho <aho@airdberlis.com>; Essa Jeya <essajeya@hotmail.com>; Paula Amaral <pamaral@spergel.ca>; Lindsay Lesmeister <llesmeister@spergel.ca>

Subject: RE: RBC Aishka

Thanks Howard,

Essa – nice to e-meet you. Please advise if you have availability today for an introduction call.

Best Regards,

**Mukul Manchanda, CPA, CIRP, LIT | Managing Partner
Corporate Restructuring & Insolvency**

msi Spergel inc. | Licensed Insolvency Trustees
200 Yorkland Blvd., Suite 1100, Toronto, ON., M2J 5C1
T: 416-498-4314 | F: 416-498-4314

mmanchanda@spergel.ca | www.spergelcorporate.ca

Insolvency • Restructuring • Consulting



This email may contain privileged information and is intended only for the named recipient. Distribution, disclosure or copying of this email by anyone other than the named recipient is prohibited. If you are not the named recipient, please notify us immediately by return email and permanently destroy this email and all copies.

From: Howard Manis <hmanis@manislaw.ca>

Sent: Monday, June 24, 2024 12:16 PM

To: Sanjeev Mitra <smitra@airdberlis.com>

Cc: Mukul Manchanda <mmanchanda@spergel.ca>; Adrienne Ho <aho@airdberlis.com>; Essa Jeya <essajeya@hotmail.com>

Subject: RE: RBC Aishka

Sanj,

Please see below the address for the Ottawa property that you and I had been discussing. I trust that is satisfactory for your needs and if not, please advise.

Mukul,

Please meet Essa Jeya who is the principal of our clients and who you should interact with in order to fulfill your mandate. To the extent that you need to, please reach out to me and I can assist. However, please copy me on all correspondence sent to our client.

Howard



Howard F. Manis

MANIS LAW

• Bankruptcy & Insolvency • Commercial & Civil Litigation • Corporate Law

(416) 417-7257

hmanis@manislaw.ca

www.ManisLaw.ca

2300 Yonge Street, Suite 1600, Toronto, Ontario, M4P 1E4 Canada

This e-mail and its attachments ("Communication") is solely for the use of the intended recipient(s). It may contain confidential information, personal information protected under privacy laws, and be subject to solicitor-client privilege and/or attorney-client privilege. If you are not an intended recipient, any copying, use, disclosure, or distribution of this Communication is prohibited. If you receive this Communication in error, please notify the sender immediately by reply e-mail, delete the original transmission, and destroy all copies.

From: Sanjeev Mitra <smitra@airdberlis.com>

Sent: Monday, June 24, 2024 10:02 AM

To: Howard Manis <hmanis@manislaw.ca>

Cc: Mukul Manchanda <mmanchanda@spergel.ca>; Sanjeev Mitra <smitra@airdberlis.com>; Adrienne Ho <aho@airdberlis.com>

Subject: FW: RBC Aishka

Howard, I am attaching the fully executed letter regarding the appointment of Spergel.

As a first step, can you please introduce Mukul to your contact with the borrowers so that we can get his mandate started.

Can you please provide me with particulars of any property which the borrowers are prepared to put up as additional collateral in connection with a forbearance arrangement. Any such agreement must be in writing.

Thanks

Sanj

Sanjeev Mitra, B.Sc., LL.B.

T 416.865.3085

E smitra@airdberlis.com

Aird & Berlis LLP

From: Howard Manis <hmanis@manislaw.ca>
Sent: Thursday, June 20, 2024 9:47 AM
To: Sanjeev Mitra <smitra@airdberlis.com>
Cc: Essa Jeya <essajeya@hotmail.com>
Subject: FW:

Sanj,

Please see attached and below which we trust is satisfactory.

Please provide us with a copy of the Engagement Letter once executed by the Consultant.

In addition, please advise if you require anything further.

Howard



Howard F. Manis
MANIS LAW
• Bankruptcy & Insolvency • Commercial & Civil Litigation • Corporate Law
(416) 417-7257
hmanis@manislaw.ca
www.ManisLaw.ca
📍 2300 Yonge Street, Suite 1600, Toronto, Ontario, M4P 1E4 Canada

This e-mail and its attachments ("Communication") is solely for the use of the intended recipient(s). It may contain confidential information, personal information protected under privacy laws, and be subject to solicitor-client privilege and/or attorney-client privilege. If you are not an intended recipient, any copying, use, disclosure, or distribution of this Communication is prohibited. If you receive this Communication in error, please notify the sender immediately by reply e-mail, delete the original transmission, and destroy all copies.

From: Aishka Express <essajeya@hotmail.com>
Sent: Wednesday, June 19, 2024 8:10 PM
To: Howard Manis <hmanis@manislaw.ca>
Subject:

Hi Howard,

I appreciate your support and help. I've included for you the attached signed document. This is the Ottawa address: 673 Fenwick Way, Nepean, Ontario, K2J 7E6.

Thanks,
Sanji



July 12, 2024

Via Email to: acessajeya@hotmail.com

Aishka Express 2016 Inc. et al.
90 Clayson Road
North York, Ontario, M9M 2G7

Re: AISHKA EXPRESS 2016 INC., TANUSH TRANSPORT INC., AHM TRANSPORT INC., AISHKA RECYCLING INC., and AISHKA EXPRESS INC., (collectively, the "Companies")

Dear Sir/Madam,

Thank you for your email of Wednesday July 10th, 2024. We have completed a review of the information provided to date and have received the following:

1. 2024 rent payment schedules for 61 Huxley and 63 Huxley, Unit 1 and 70-90 Clayson Road;
2. Payroll account balances for 3 accounts, however, the accounts are not identified. Please provide the account numbers for each amount owing; and
3. Copies of twelve (12) leases for various vehicles.

Below you will find a list of information requested in our initial letter dated July 3, 2024 but remains outstanding (collectively, the "**Outstanding Information**").

1. Externally prepared financial statements for the last three years including copies of the corporate tax returns;
2. Internally prepared financial statements on a monthly basis for the current fiscal year;
3. Aged accounts receivable listing for the last twelve months including documents supporting the accounts receivable;
4. Bank statements of all accounts at any financial institution operated by the Companies for the last twelve months;
5. Copies of all loan and lease documents that have not yet been provided, if any;

Barrie 705 722 5090 • Brampton 905 874 4905 • Downsview 416 633 1444 • Hamilton 905 527 2227 • London 519 902 2722 • Mississauga 905 602 4143
Oshawa 905 721 8251 • Peterborough 705 748 3333 • Scarborough 416 642 1363 • Toronto 416 778 8813 • Vaughan 647 288 7636
Saskatchewan 306 341 1660 • British Columbia 604 365 74 34

6. Copy of lease agreement for the premises along with status of payment of rent;
7. A fully integrated forecast for a 12-month period, if one is available along with documents supporting the assumptions underlying the forecast;
8. A 13-week cash flow forecast;
9. Fixed asset continuity schedule;
10. Details of any other assets including intellectual property, tax credits etc.;
11. Aged accounts payable listing for last six months;
12. Information with respect to amounts outstanding to owner operators and/or subcontractors by job;
13. Address of any and all premises where trucks and trailers are parked along with information with respect to any amounts owed to the landlord of those premises;
14. Monthly HST filing reports, if the Companies are required to report monthly, for the current calendar year and proof of payment of same;
15. Notice of assessment received from Canada Revenue Agency (“CRA”) in relation to the HST filings and amounts outstanding and paid;
16. All information pertaining to the HST refund anticipated by the Companies along with documents provided to CRA to satisfy CRA’s audit for such refunds;
17. Monthly source deduction filings and proof of payment of same for each of the Companies;
18. The most recent source deduction statement received from CRA;
19. Number of employees on payroll;
20. Amounts outstanding to employees broken into the following; a) wages; b) vacation pay; c) bonuses; d) commissions; e) termination pay; and f) severance pay. The amounts refer to the accrued amounts not yet paid.

Please be advised that the above list is non-exhaustive as we may require further information as we progress with our review. Please provide the Outstanding Information **by no later than 4:00 pm on Wednesday July 17, 2024.**

Should you have any questions or concerns please do not hesitate to contact the undersigned.

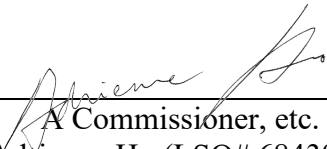
msi Spergel inc.,

Per:



Mukul Manchanda, CPA, CIRP, LIT
Manager Partner

This is Exhibit "AA" referred to in the Affidavit of Jan Oros
sworn before me at the City of Toronto, in the Province of Ontario
this 9th day of August, 2024 in accordance with O. Reg. 431/20
Administering Oath or Declaration Remotely



A Commissioner, etc.
Adrienne Ho (LSO# 68439N)

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

B E T W E E N :

ROYAL BANK OF CANADA

Applicant

- and -

**AHM TRANSPORT INC., AISHKA EXPRESS 2016 INC., AISHKA EXPRESS INC.,
AISHKA RECYCLING INC. AND TANUSH TRANSPORT INC.**

Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**CONSENT TO ACT AS
COURT-APPOINTED RECEIVER**

msi Spergel inc. hereby consents to act as the court-appointed receiver, without security, over all of the assets, undertakings and properties of AHM Transport Inc., Aishka Express 2016 Inc., Aishka Express Inc., Aishka Recycling Inc., and Tanush Transport Inc. pursuant to the terms of an order substantially in the form filed in the above proceeding.

Dated at Toronto, Ontario this 7th day of August, 2024.

msi Spergel inc.

Per:



Name: Mukul Manchanda

Title: Managing Partner, Corporate
Restructuring & Insolvency

I have authority to bind the Corporation.

ROYAL BANK OF CANADA
Applicant

- and -

AHM TRANSPORT INC. et al.
Respondents

Court File No. CV-24-00725055-00CL

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

Proceedings commenced at Toronto

**CONSENT TO ACT AS
COURT-APPOINTED RECEIVER**

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)

Tel: (416) 865-3085

Fax: (416) 863-1515

Email: smitra@airdberlis.com

Adrienne Ho (LSO # 68439N)

Tel: (416) 637-7980

Fax: (416) 863-1515

Email: aho@airdberlis.com

Lawyers for Royal Bank of Canada

TAB 3

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

THE HONOURABLE)
)
)
JUSTICE <*>) DAY OF AUGUST, 2024

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

**ORDER
(appointing Receiver)**

THIS APPLICATION made by Royal Bank of Canada (“**RBC**”) for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing msi Spergel inc. (“**Spergel**”) as receiver (in such capacity, the “**Receiver**”) without security, of all of the assets, undertakings and properties of AHM Transport Inc., Aishka Express 2016 Inc., Aishka Express Inc., Aishka Recycling Inc., and Tanush Transport Inc. (collectively, the “**Debtors**”) acquired for, or used in relation to a business carried on by the Debtors, was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Jan Oros sworn <*>, 2024 and the Exhibits thereto and on hearing the submissions of counsel for RBC and such other counsel as were present, no one appearing for any other stakeholder although duly served as appears from the affidavits of service, filed, and on reading the consent of Spergel to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Spergel is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtors acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the “**Property**”).

RECEIVER’S POWERS

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

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

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

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
 - (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
 - i. without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$200,000; and
 - ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;
- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
 - (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
 - (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
 - (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and

on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;

- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in

that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including

without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

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

PIPEDA AND ANTI-SPAM LEGISLATION

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

16. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and 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 clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or

relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act* or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER’S LIABILITY

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

RECEIVER’S ACCOUNTS

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 shall be entitled to and are hereby granted a charge (the “**Receiver’s Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver’s Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal

counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

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, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Receiver’s Borrowings Charge**”) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver’s Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. **THIS COURT ORDERS** that neither the Receiver’s Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

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

25. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver’s Certificates

evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

26. **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/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the "**Rules**") this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules 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 shall be accessible by selecting the Debtors' names from the engagement list at the following URL: <https://www.spergelcorporate.ca/engagements>.

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

GENERAL

28. **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.

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

30. **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.

31. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

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

33. **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.

34. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of today's date and is enforceable without the need for entry or filing.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that msi Spergel inc., the receiver (the "**Receiver**") of all of the assets, undertakings and properties of AHM Transport Inc., Aishka Express 2016 Inc., Aishka Express Inc., Aishka Recycling Inc., and Tanush Transport Inc. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the <*>th day of <*> 2024 (the "**Order**") made in an application having Court file number CV-24-00725055-00CL, 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 \$200,000 which the Receiver is authorized to borrow under and pursuant to the Order.

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

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the ____ day of _____, 20__.

msi Spergel inc., solely in its capacity as
Receiver of the Property, and not in its personal
capacity

Per: _____

Name:

Title:

ROYAL BANK OF CANADA

- and -

SARDARA TRANSPORT INC., et al.

Applicant

Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

APPOINTMENT ORDER

AIRD & BERLIS LLP

Barristers and Solicitors

Brookfield Place

181 Bay Street, Suite 1800

Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)

Tel: (416) 865-3085

Fax: (416) 863-1515

Email: smitra@airdberlis.com

Adrienne Ho (LSO # 68439N)

Tel: (416) 637-7980

Fax: (416) 863-1515

Email: aho@airdberlis.com

Lawyers for Royal Bank of Canada

TAB 4

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

Court File No. — CV-24-00725055-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

JUSTICE — 

)
)
)
)

~~WEEKDAY~~ , THE # TH

DAY OF ~~MONTH~~ AUGUST,
~~20YR~~ 2024

PLAINTIFF[†]

Plaintiff

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

DEFENDANT

Defendant

Respondents

APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND*
INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED

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

ORDER (appointing Receiver)

THIS ~~MOTION~~APPLICATION made by ~~the Plaintiff~~²Royal Bank of Canada ("RBC") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing ~~[RECEIVER'S NAME]~~msi Spergel inc. ("Spergel") as receiver ~~[and manager]~~ (in such ~~capacities~~capacity, the "Receiver") without security, of all of the assets, undertakings and properties of ~~[DEBTOR'S NAME]~~ (AHM Transport Inc., Aishka Express 2016 Inc., Aishka Express Inc., Aishka Recycling Inc., and Tanush Transport Inc. (collectively, the "Debtor" "Debtors")) acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, was heard this day ~~at 330 University Avenue, Toronto, Ontario~~by judicial videoconference via Zoom.

ON READING the affidavit of ~~[NAME]~~Jan Oros sworn ~~[DATE]~~[*], 2024 and the Exhibits thereto and on hearing the submissions of counsel for ~~[NAMES]~~RBC and such other counsel as were present, no one appearing for ~~[NAME]~~any other stakeholder although duly served as appears from the ~~affidavit~~affidavits of service ~~of [NAME] sworn [DATE], filed,~~ and on reading the consent of ~~[RECEIVER'S NAME]~~Spergel to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the ~~Notice~~notice of ~~Motion~~application and the ~~Motion~~application record is hereby abridged and validated³ so that this ~~motion~~application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

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

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

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~ Spergel is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the ~~Debtor~~ Debtors acquired for, or used in relation to a business carried on by the ~~Debtor~~ Debtors, including all proceeds thereof (collectively, the "Property").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the ~~Debtor~~ Debtors, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the ~~Debtor~~ Debtors;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the ~~Debtor~~Debtors or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the ~~Debtor~~Debtors and to exercise all remedies of the ~~Debtor~~Debtors in collecting such monies, including, without limitation, to enforce any security held by the ~~Debtor~~Debtors;
- (g) to settle, extend or compromise any indebtedness owing to the ~~Debtor~~Debtors;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the ~~Debtor~~Debtors, for any purpose pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor~~Debtors, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

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

(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business⁵;

i. ~~(i)~~ without the approval of this Court in respect of any transaction not exceeding \$~~_____~~50,000, provided that the aggregate consideration for all such transactions does not exceed \$~~_____~~200,000; and

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

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*,~~†~~ or section 31 of the Ontario *Mortgages Act*, as the case may be,⁵ shall not be required,~~and in each case the Ontario Bulk Sales Act shall not apply.~~

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

(m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

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

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

- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the ~~Debtor~~Debtors;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the ~~Debtor~~Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the ~~Debtor~~Debtors;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the ~~Debtor~~Debtors may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations~~;~~;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the ~~Debtor~~Debtors, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

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

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or

affairs of the ~~Debtor~~Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

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

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

upon application by the Receiver on at least two (2) days' notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE ~~Debtor~~Debtors OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the ~~Debtor~~Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the ~~Debtor~~Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

14. **THIS COURT ORDERS** that all employees of the ~~Debtor~~Debtors, if any, shall remain the employees of the ~~Debtor~~Debtors until such time as the Receiver, on the ~~Debtor's~~Debtors' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in

writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA AND ANTI-SPAM LEGISLATION

15. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the ~~Debtor~~Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

16. **THIS COURT ORDERS** that any and all interested stakeholders in this proceeding and their counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in this proceeding, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to such other interested stakeholders in this proceeding and their counsel and 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 clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. ~~16.~~ **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated,

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

LIMITATION ON THE RECEIVER'S LIABILITY

18. ~~17.~~ **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

19. ~~18.~~ **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and

encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

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

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

FUNDING OF THE RECEIVERSHIP

22. ~~21.~~ **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$~~_____~~200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the ~~"Receiver's Borrowings Charge"~~"Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

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

SERVICE AND NOTICE

26. ~~25.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the **"Protocol"**) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at

~~<http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>~~
<http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 of the Rules of Civil Procedure (the "Rules") 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~~ and shall be accessible by selecting the Debtors' names from the engagement list at the following URL ~~<@>~~: <https://www.spergelcorporate.ca/engagements>.

27. ~~26.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal

delivery or facsimile transmission to the ~~Debtor's~~Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

28. ~~27.~~ **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

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

30. ~~29.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

31. ~~30.~~ **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

32. ~~31.~~ **THIS COURT ORDERS** that ~~the Plaintiff~~RBC shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of ~~the Plaintiff~~RBC's security or, if not so provided by ~~the Plaintiff~~RBC's security, then on a

substantial indemnity basis to be paid by the Receiver from the ~~Debtor's estate~~Debtors' estates with such priority and at such time as this Court may determine.

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

34. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of today's date and is enforceable without the need for entry or filing.

SCHEDULE "A" RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~msi Spergel inc., the receiver (the "Receiver") of all of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~of AHM Transport Inc., Aishka Express 2016 Inc., Aishka Express Inc., Aishka Recycling Inc., and Tanush Transport Inc. (collectively, the "Debtors") acquired for, or used in relation to a business carried on by the ~~Debtor~~Debtors, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ^{<*>}th day of , 20 ^{<*>} 2024 (the "Order") made in an ~~action~~application having Court file number CV-24-00725055-00CL , 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 \$ 200,000 which the Receiver is authorized to borrow under and pursuant to the Order.

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

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

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

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

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

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

DATED the ____ day of _____, 20__.

~~[RECEIVER'S NAME]~~ msi Spergel inc., solely
in its capacity as Receiver of the Property, and
not in its personal capacity

Per: _____

Name:

Title:

ROYAL BANK OF CANADA

- and -

SARDARA TRANSPORT INC., et al.

Applicant

Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

APPOINTMENT ORDER

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)

Tel: (416) 865-3085

Fax: (416) 863-1515

Email: smitra@airdberlis.com

Adrienne Ho (LSO # 68439N)

Tel: (416) 637-7980

Fax: (416) 863-1515

Email: aho@airdberlis.com

Lawyers for Royal Bank of Canada

Document comparison by Workshare Compare on August 8, 2024 8:04:11 AM

Input:	
Document 1 ID	iManage://cloudimanager.com/CM/61392236/1
Description	#61392236v1<cloudimanager.com> - Model order
Document 2 ID	iManage://cloudimanager.com/CM/61392257/1
Description	#61392257v1<cloudimanager.com> - Draft Order - 2024-08-08
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:

	Count
Insertions	206
Deletions	207
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	413

TAB 5

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

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

**AHM TRANSPORT INC., AISHKA EXPRESS 2016 INC., AISHKA EXPRESS INC.,
AISHKA RECYCLING INC. AND TANUSH TRANSPORT INC.**

Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND
INSOLVENCY ACT, R.S.C. 1985, C. B-3, AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED**

**SERVICE LIST
(current as of August 9, 2024)**

TO:	AIRD & BERLIS LLP Brookfield Place 181 Bay Street, Suite 1800 Toronto, Ontario M5J 2T9 Sanjeev P.R. Mitra Tel: (416) 865-3085 Email: smitra@airdberlis.com Adrienne Ho Tel: (416) 637-7980 Email: aho@airdberlis.com <i>Lawyers for Royal Bank of Canada</i>
AND TO:	msi SPERGEL inc. 120 Adelaide Street West, Suite 2500 Toronto, ON M5H 1T1 Attention: Mukul Manchanda mmanchanda@spergel.ca <i>Proposed Receiver</i>

AND TO:	AHM TRANSPORT INC. 290 Vellore Woods Blvd Woodbridge, ON L4H 2T5 <i>Debtor</i>
AND TO:	AISHKA EXPRESS 2016 INC. 290 Vellore Woods Blvd Woodbridge, ON L4H 2T5 <i>Debtor</i>
AND TO:	AISHKA EXPRESS INC. 290 Vellore Woods Blvd Woodbridge, ON L4H 2T5 <i>Debtor</i>
AND TO:	AISHKA RECYCLING INC. 290 Vellore Woods Blvd Woodbridge, ON L4H 2T5 <i>Debtor</i>
AND TO:	TANUSH TRANSPORT INC. 290 Vellore Woods Blvd Woodbridge, ON L4H 2T5 <i>Debtor</i>
AND TO:	PUVANENTHIRAN JEYABALASINGAM 290 Vellore Woods Blvd Woodbridge, ON L4H 2T5 <i>Guarantor</i>
AND TO:	THUSHITA PUVANENTHIRAN 290 Vellore Woods Blvd Woodbridge, ON L4H 2T5

	<i>Guarantor</i>
AND TO:	MANIS LAW 2300 Yonge Street, Suite 1600 Toronto, ON M4P 1E4 Howard F. Manis Tel: 416-417-7257 Email: hmanis@manislaw.ca <i>Lawyers for the Respondents and Guarantors</i>
AND TO:	ATTORNEY GENERAL OF CANADA Department of Justice of Canada Ontario Regional Office, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, ON M5H 1T1 Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca
AND TO:	HIS MAJESTY THE KING IN RIGHT OF CANADA as represented by Ministry of Finance Legal Services Branch Revenue Collections Branch – Insolvency Unit 33 King Street West, 6 th Floor Oshawa, ON L1H 8H5 Email: insolvency.unit@ontario.ca

PPSA REGISTRANTS

TO:	BODKIN, A DIVISION OF BENNINGTON FINANCIAL CORP. 102-1465 North Service Rd. E. Oakville, ON L6H 1A7
AND TO:	ADD CAPITAL CORP. 500 Cochrane Drive, Unit 2 Markham, ON L3R 8E2
AND TO:	HARBOUREDGE COMMERCIAL FINANCE CORPORATION 40 Huron St, Suite 300

	Collingwood, ON L9Y 4R3
AND TO:	SPARTAN SERVICES INC. Acting Agent to Versabank 301-1100 Burloak Drive Burlington, ON L7L 6B2
AND TO:	TFG FINANCIAL CORPORATION 400 - 4180 Lougheed Highway Burnaby, BC V5C 6A7
AND TO:	MERIDIAN ONECAP CREDIT CORP. Suite 1500, 4710 Kingsway Burnaby, BC V5H 4M2 and 204-3185 Willingdon Green Burnaby, BC V5G 4P3
AND TO:	HITACHI CAPITAL CANADA CORP. 3390 South Service Road, Suite 301 Burlington, ON L7N 3J5
AND TO:	VFS CANADA INC. 238 Wellington St. E. 3rd Flr. Aurora, ON L4G 1J5
AND TO:	CONCENTRA BANK c/o Comm Leasing 333-3 RD Ave N Saskatoon, SK S7K 2M2 And c/o Comm Leasing Box 3030 Regina, SK S4P 3G8

AND TO:	ACCORD SMALL BUSINESS FINANCE CORP. Suite 305 - 889 Harbourside Drive North Vancouver, BC V7P 3S1 - and – Suite 300 - 889 Harbourside Drive North Vancouver, BC V7P 3S1
AND TO:	ACCORD SMALL BUSINESS LEASING CORP. Suite 305 - 889 Harbourside Drive North Vancouver, BC V7P 3S1 - and – Suite 300 - 889 Harbourside Drive North Vancouver, BC V7P 3S1
AND TO:	ACCORD FINANCIAL CANADA CORP. Suite 300 - 889 Harbourside Drive North Vancouver, BC V7P 3S1
AND TO:	VARION CAPITAL CORP. DBA ACCORD FINANCIAL Suite 305-889 Harbourside Drive North Vancouver, BC V7P 3S1
AND TO:	FINLOC 2000 INC. 11505, 1st Avenue, Suite 500 Saint-Georges, QC G5Y 7X3
AND TO:	BVD CAPITAL CORPORATION 8177 Torbram Road Brampton, ON L6T 5E5 and

	130 Delta Park Blvd Brampton, ON L6T 5E7
AND TO:	COAST CAPITAL EQUIPMENT FINANCE LTD. 800-9900 King George Blvd. Surrey, BC V3T 0K7
AND TO:	EQUIREX, A DIVISION OF BENNINGTON FINANCIAL CORP. 101-1465 North Service Rd E Oakville, ON L6H 1A7
AND TO:	GEOLIN CREDIT-BAIL INC. 2900 Boul. Losch, Suite 203 Saint-Hubert, QC J3Y 3V8
AND TO:	CLE CAPITAL INC. 2200 Rue de Sidbed Trois-Rivieres, QC G8Z 4H1 and 3390 South Service Road, Suite 301 Burlington, ON L7N 3J5
AND TO:	DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION 2680 Matheson Blvd. E. Ste 202, Mississauga, ON, L4W 0A5
AND TO:	BLUESHORE LEASING LTD. 1250 Lonsdale Avenue North Vancouver, BC V7M 2H6
AND TO:	TPINE LEASING CAPITAL CORPORATION 6050 Dixie Road Mississauga, ON L5T 1A6

AND TO:	MERCHANT OPPORTUNITIES FUND LIMITED PARTNERSHIP 200-171 Water St. Vancouver, BC V6B 1A7
AND TO:	BVD PETROLEUM INC. 130 Delta Park Blvd Brampton, ON L6T 5E7
AND TO:	11302078 CANADA LTD. O/A SHEAVES CAPITAL 201 Bridgeland Avenue Toronto, ON M6A 1Y7
AND TO:	BUSINESS DEVELOPMENT BANK OF CANADA 201 City Centre Drive Suite 301 Mississauga, ON L5B 2T4
AND TO:	FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY PO Box 8651 STN Main Concord, ON L4K 0N8
AND TO:	RCAP LEASING INC. 5575 North Service Rd. Suite 300 Burlington, ON L7L 6M1
AND TO:	POLICARO LEADING LTD. 191 Wyecroft Rd Unit 1 Oakville, ON L6L 3S3
AND TO:	MERCADO CAPITAL CORPORATION 13450 102 Ave Suite 1900 Surrey, BC V3T 5Y1

AND TO:	WELLS FARGO EQUIPMENT FINANCE COMPANY 900-1290 Central Parkway W. Mississauga, ON L5C 4R3
AND TO:	LBEL INC. 5035 South Service Road Burlington, ON L7L 6M9
AND TO:	THE BANK OF NOVA SCOTIA 10 Wright Boulevard Stratford, ON N5A 7X9
AND TO:	SUMMIT CREDIT CORPORATION 355 Harry Walker Parkway N. #4, 3 rd Floor Newmarket, ON L3Y 7B3
AND TO:	ON DECK CAPITAL CANADA, INC. 1100 Rene-Levesque W, Suite 1825 Montreal, QC H3B 4N4
AND TO:	TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC. 630-401 The West Mall Toronto, ON M9C 5J5
AND TO:	CANADIAN DEALER LEASE SERVICES INC. 372 Bay Street, Suite 1800 Toronto, ON M5H 2W9
AND TO:	BANK OF NOVA SCOTIA – DLAC 44 King Street W, Scotia Plaza Toronto, ON M5H 1H1

ROYAL BANK OF CANADA
Applicant

- and -

AHM TRANSPORT INC. et al.
Respondents

Court File No. CV-24-00725055-00CL

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

Proceedings commenced at Toronto

**APPLICATION RECORD – VOLUME IV OF IV
(Returnable August 21, 2024)**

AIRD & BERLIS LLP

Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Sanjeev P.R. Mitra (LSO # 37934U)

Tel: (416) 865-3085

Fax: (416) 863-1515

Email: smitra@airdberlis.com

Adrienne Ho (LSO # 68439N)

Tel: (416) 637-7980

Fax: (416) 863-1515

Email: aho@airdberlis.com

Lawyers for Royal Bank of Canada