

**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

MOTION RECORD OF RECEIVER

(Returnable May 6, 2025)

April 24, 2025

HARRISON PENZA LLP

Barristers & Solicitors

130 Dufferin Avenue, Suite 1101

London, ON N6A 5R2

Timothy C. Hogan (LSO #36553S)

Tel: 519-679-9660

Fax: 519-667-3362

Email: thogan@harrisonpensa.com

Solicitors for the Receiver,
msi Spengel inc.

TO: Service List

INDEX

Index

Tab	Document	Page No.
1	Notice of Motion, dated April 24, 2025	5
	Schedule “A” – Approval and Vesting Order	18
	Schedule “B” – Ancillary Order	24
	Schedule “C” – Asset Recovery Order	28
2	First Report of the Receiver dated April 24, 2025	35
	Appendix 1 – The Monitor Appointment Order	50
	Appendix 2 – Endorsement of the Honourable Madam Justice Steele dated August 21, 2024	60
	Appendix 3 – The Monitor’s Report without appendices	64
	Appendix 4 – The Receivership Order	76
	Appendix 5 – E-mail exchanges between the Receiver, the Debtors/Principals and the Debtors’ counsel	93
	Appendix 6 – The Auction Agreement	103
	Appendix 7 – Summary of PPSA Registration	115
	Appendix 8 – Fee Affidavit of Mukul Manchanda sworn April 23, 2025	205
	Appendix 9 – Fee Affidavit of Thomas Masterson sworn on April 24, 2025	236
	Appendix 10 – Receiver’s Interim Statement of Receipts and Disbursements as at April 22, 2025	257

Tab 1

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

ROYAL BANK OF CANADA

Applicant

- and -

AHM TRANSPORT INC., AISHKA EXPRESS 2016 INC., AISHKA EXPRESS
INC., AISHKA RECYCLING INC. and TANUSH TRANSPORT INC.

Respondents

**NOTICE OF MOTION
(Returnable May 6, 2025)**

msi Spergel inc. ("**Spergel**") in its capacity as Court-appointed receiver (in such capacity, the "**Receiver**") appointed pursuant to the Order of the Honourable Justice Peter Osborne dated September 16, 2024 (the "**Appointment Order**") of the Property, as defined in the Appointment Order, of the Respondents, AHM Transport Inc. ("**AHM**"), Aishka Express 2016 Inc. ("**Aishka 2016**"), Aishka Express Inc. ("**Aishka Express**"), Aishka Recycling Inc. ("**Aishka Recycling**"), and Tanush Transport Inc. ("**Tanush**") (collectively, the "**Debtors**"), will make a Motion to a Judge.

PROPOSED METHOD OF HEARING: The Motion is to be heard:

- ☒ In writing under subrule 37.12.1 (1) because it is;
- ☐ In writing as an opposed motion under subrule 37.12.1 (4);
- ☐ In person;
- ☐ By telephone conference;
- ☒ By video conference.

at the following location:

On Tuesday, May 6, 2025, at 11:00 a.m., or as soon after that time as the Motion can be heard by judicial teleconference via Zoom at Toronto, Ontario.

THE MOTION IS FOR:

1. An Order, substantially in the form attached hereto at Schedule "A", *inter alia*:
 - a. An Approval and Vesting Order approving the sale by auction (the "**Auction**") contemplated by a Contract to Auction between Ritchie Bros. Auctioneers (Canada) Ltd. (the "**Auctioneer**") and the Receiver dated April 22, 2025 (the "**Auction Agreement**") for the sale of certain of the property of the Debtors (the "**Auction Assets**"), and upon delivery of a receipt for payment in full by the Auctioneer to each of the purchasers at the Auction, *inter alia*, vesting all of the right, title and interest in and to such Auction Assets sold at the Auction absolutely in each purchaser free and clear of and from any security, charge or other restriction, with the Receiver empowered and authorized to release and file discharges of all registered claims and encumbrances under the *Personal Property Security Act* and *Repair and Storage Liens Act*.
2. An Ancillary Order, substantially in the form attached hereto at Schedule "B", *inter alia*:
 - a. That the time for service, filing and confirmation of the Notice of Motion and the Motion Record be abridged so that this motion is properly returnable May 6, 2025, and dispensing with further service and confirmation thereof;
 - b. Approving the First Report of the Receiver dated April 22, 2025 (the "**First Report**"), and the activities and conduct of the Receiver set out therein provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approval of the First Report;
 - c. Approving the Receiver's Interim Statement of Receipts and Disbursements, as detailed in the First Report; and
 - d. Approving the fees and disbursements of the Receiver and the Receiver's counsel, as set out in the First Report, and authorizing payment of same.
3. An Asset Recovery Order, substantially in the form attached hereto as Schedule "C", *inter alia*:

- a. Compelling the Debtors and the Principals (as defined herein) to disclose to the Receiver the location of the Missing Property (as defined in the First Report) within a specified time frame as approved by this Court;
 - b. Compelling the Debtors and the Principals to deliver the Missing Property to the Receiver and/or permit the Receiver to take possession and exercise control over the Missing Property within a specified time frame; and
 - c. Instructing the local police force or peace officers to assist the Receiver in implementing this Order in relation to the Missing Property, including in gaining access to and recovering the Missing Property.
4. The costs of this motion on a substantial indemnity basis, if opposed; and,
 5. Such further and other relief as counsel may request and this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

The Debtors and the Appointment of the Receiver

1. Each of the Debtors are incorporated pursuant to the laws of the Province of Ontario, with a registered head office in Ontario.
2. Thushutha Puvanenthiran ("**Thushutha**") is listed as a director of AHM and Aishka Express. Puvanenthiran Jeyabalasingam ("**Puvanenthiran**") is listed as director of Aishka 2016 and Tanush. Jeyabalasingam Puvanenthiran ("**Jeyabalasingam**" and together with Thushutha and Puvanenthiran, the "**Principals**") is the director of Aishka Recycling.
3. The Royal Bank of Canada (the "**Bank**") applied for and obtained the Appointment Order, appointing Spergel as court-appointed receiver of the Property (as defined in the Appointment Order) of the Debtors.

The Receiver's Activities

4. Following the issuance of the Appointment Order, the Receiver's activities have included, *inter alia*, the following:

- a. Attending at the business premises of the Debtors to take possession of the Property;
 - b. Attending at various yards in order to take possession of the assets owned and/or leased by the Debtors;
 - c. Communicating with the Debtors and the Principals to locate certain missing Property; and
 - d. Dealing with secured creditors holding purchase money security interests in certain of the assets leased and/or financed by the Debtors and providing releases to such creditors where appropriate.
5. The Receiver states that its actions, as outlined in the First Report, should be approved by this Honourable Court.

The Auction

6. Paragraph 3(j) of the Appointment Order authorizes the Receiver to market any or all the Property of the Debtors, including advertising and soliciting offers in respect of the Property of the Debtors, and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate.
7. Paragraph 3(k) of the Appointment Order authorizes the Receiver to sell the Property of the Debtors, subject to Court approval, having regard to the monetary limits set out therein.
8. Paragraph 3(l) of the Appointment Order authorizes the Receiver to apply for a 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.
9. Following its appointment, the Receiver was able to take possession of the Debtors Vehicles (as defined and summarized in the First Report).
10. The Receiver has entered into the Auction Agreement for the proposed sale of the Debtors Vehicles by the Auctioneer at the Auction. The Auction Agreement remains subject to the approval of this Court.

11. The Receiver's decision to proceed by way of the Auction pursuant to the Auction Agreement with the Auctioneer are based on the following factors:

- a. The rates and commissions provided in the Auction Agreement are fair and reasonable;
- b. The Receiver being of the position that a public auction is the most commercially reasonable method of disposing of the Auction Assets, given, amongst other things, the disadvantageous economies of scale that would result if the Receiver were to conduct its own sale process for the Auction Assets, and will optimize the chance of securing the best return for the Auction Assets;
- c. The Auction will involve a process with integrity and will encourage a competitive environment for the solicitation of offers; and,
- d. The Auction is supported by the Bank.

12. The net proceeds of sale from the Auction would be held by the Receiver and distributed pursuant to further order of this Court. In the event any of the Auction Assets are not sold, the Auction Agreement provides that such Auction Assets would be offered for sale at a subsequent Auction.

13. The Receiver seeks authorization to discharge any *Personal Property Security Act* or *Repair and Storage Liens Act* registration against the Auction Assets on the sale of same at Auction to allow for title to transfer for each of the Auction Assets. This specific authority is in line with the terms of the template Approval and Vesting Order and will assist the Receiver in dealing with the Auction Assets after sale of same at the Auction.

The Missing Property

14. During the administration of the receivership, the Receiver has discovered that certain assets subject to the Bank's security are unaccounted for, not available to the Receiver, and the whereabouts of same are unknown (the "**Missing Property**", as detailed in the First Report).

15. The Receiver has made multiple attempts to correspond with the Debtors, and counsel for the Debtors, advising of the obligation of the Principals and the Debtors under the

Appointment Order to provide the Missing Property to the Receiver, but to date the Receiver has not received responses regarding same.

16. The Receiver seeks the assistance from this Court to enforce the provisions of the Appointment Order, and compel the Debtors and the Principals to disclose to the Receiver the location of the Missing Property within a specified period of time.

17. The Receiver is also requesting the assistance of local police force or peace officers to assist the Receiver or its agents in gaining access to the Missing Property in order to recover same.

Professional Fees

18. The Appointment Order requires the Receiver and its legal counsel to pass its accounts from time to time.

19. The Receiver and its counsel have each properly incurred fees and disbursements as detailed in the First Report.

20. The Receiver seeks the approval of its fees and disbursements and its counsel's fees and disbursements, as detailed in the First Report, and payment of same.

21. Section 243 of the *Bankruptcy and Insolvency Act*.

22. Sections 100 and 137(2) of the *Courts of Justice Act*.

23. Rules 1.04, 2, 3, 37, 38 and 60.10 of the *Rules of Civil Procedure*.

24. The grounds as detailed in the First Report.

25. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Appointment Order;
2. The First Report of the Receiver dated April 24, 2025 and appendices thereto;
3. Such materials as counsel may advise and this Honourable Court may permit.

April 24, 2025

HARRISON PENZA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

Timothy C. Hogan (LSO#36553S)

Tel: 519-679-9660
Fax: 519-667-3362
Email: thogan@harrisonpensa.com

Solicitors for the Receiver,
msi Spergel inc.

**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 April 10, 2025)**

TO:	<p>AIRD & BERLIS LLP Brookfield Place 181 Bay Street, Suite 1800 Toronto, Ontario M5J 2T9</p> <p>Sanjeev P.R. Mitra Tel: (416) 865-3085 Email: smitra@airdberlis.com</p> <p>Adrienne Ho Tel: (416) 637-7980 Email: aho@airdberlis.com</p> <p><i>Lawyers for Royal Bank of Canada</i></p>
------------	--

AND TO:	<p>msi SPERGEL inc. 120 Adelaide Street West, Suite 2500 Toronto, ON M5H 1T1</p> <p>Mukul Manchanda Email: mmanchanda@spergel.ca</p> <p>Phil Gennis Email: pgennis@spergel.ca <i>Receiver</i></p>
AND TO:	<p>HARRISON PENZA LLP 130 Dufferin Avenue Suite 1101 London, ON N6A 5R2</p> <p>Tim Hogan Email: thogan@harrisonpensa.com</p> <p>Thomas Masterson tmasterson@harrisonpensa.com</p> <p><i>Lawyers for msi Spergel inc.</i></p>
AND TO:	<p>MANIS LAW 2300 Yonge Street, Suite 1600 Toronto, ON M4P 1E4</p> <p>Howard F. Manis Tel: 416-417-7257 Email: hmanis@manislaw.ca</p> <p><i>Lawyers for the AHM Transport Inc., Aishka Express 2016 Inc., Aishka Express Inc., Aishka Recycling Inc., Tanush Transport Inc., Puvanenthiran Jeyabalasingam and Thushita Puvanenthiran</i></p>
AND TO:	<p>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</p> <p>Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca</p>

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
AND TO:	MITSUBISHI HC CAPITAL CANADA 1100 Burloak Drive, Suite 401 Burlington, ON L7L 6B2 Laurie Monaghan Email: legalrecoveryadmin@mhccna.com

PPSA REGISTRANTS

AND TO:	CANCAP 2505101 Buchan Montreal, QC H4P 2R9
AND TO:	1519950 ONTARIO INC. O/A New Millenium Tire Centre 25 Clark Boulevard Brampton, ON L6W 1X4
AND TO:	2633888 ONTARIO INC. O/A Harbour Pallett 10 Tremblant Crescent Kleinburg, ON L4H 4L2
AND TO:	PRIME CAPITAL GROUP INC. 129 – 625 Parsons Road South West Edmonton, AB T6X 0N9
AND TO:	CWB MAXIMUM FINANCIAL INC. 30 Vogell Road, Suite 1 Richmond Hill, ON L4B 3K6
AND TO:	STONEBRIDGE LEASE FINANCING SOLUTIONS INC. 20 Adelaide Street East, Suite 1202 Toronto, ON M5C 2T6

Email List:

smitra@airdberlis.com; aho@airdberlis.com; mmanchanda@spergel.ca; hmanis@manislaw.ca;
AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; insolvency.unit@ontario.ca;
llesmeister@spergel.ca; thogan@harrisonpensa.com; tmasterson@harrisonpensa.com;

Schedule “A” – Approval and Vesting Order

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

THE HONOURABLE

)

TUESDAY, THE 6TH

JUSTICE CONWAY

)

DAY OF MAY, 2025

)

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

APPROVAL AND VESTING ORDER

THIS MOTION, made by msi Spergel Inc., in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of the Respondents, AHM Transport Inc., Aishka Express 2016 Inc., Aishka Express Inc., Aishka Recycling Inc., and Tanush Transport Inc. (collectively, the "**Debtors**"), appointed pursuant to the Order of the Honourable Justice Osborne dated September 16, 2024, for an Order, amongst other things: (i) approving the sale by auction contemplated by the contract to auction between the Receiver and Ritchie Bros. Auctioneers (Canada) Ltd. (the "**Auctioneer**") dated April 22, 2025 (the "**Auction Agreement**"), for the sale of certain of the property of the Debtors (the "**Auction Assets**"); (ii) authorizing the Auctioneer to conduct a public auction (and, if applicable, re-auction) as referenced in, and in accordance with the terms of, the Auction Agreement (the "**Auction**"); and (iii) upon delivery of a receipt for payment in full by the Auctioneer to each of the purchasers at the

Auction (each a “**Purchaser**”), vesting all of the Debtors’ right, title and interest in and to such Auction Assets sold at the Auction absolutely in each Purchaser free and clear of and from any security, charge or other restriction, was heard this day by judicial videoconference via Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion dated April 24, 2025, the First Report of the Receiver dated April 24, 2025 and Appendices thereto (the “**First Report**”), and on hearing the submissions of counsel for the Receiver, and counsel for the Applicant, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Sydney Inghelbrecht sworn April 24, 2025, filed:

1. THIS COURT ORDERS AND DECLARES that the Auction is hereby approved, and the execution of the Auction Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Auction and for the conveyance of the Auction Assets to the respective Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the Auctioneer completing a sale to a Purchaser at the Auction of one or more Auction Assets, upon receipt by the Auctioneer from such Purchaser of the purchase price determined at the Auction and upon delivery by the Auctioneer to such Purchaser of a bill of sale or similar evidence of purchase and sale (each, a “**Purchaser Bill of Sale**”), all of the Debtors’ right, title and interest in and to the Auction Assets purchased by such Purchaser at the Auction and described in such Purchaser’s Bill of Sale shall vest absolutely in such Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of Honourable Justice Osborne dated September 16, 2024; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property*

Security Act (Ontario) and/or the *Repair and Storage Liens Act* (Ontario) any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to such Purchased Assets are hereby expunged and discharged as against such Auction Assets, and the Receiver and counsel for the Receiver are authorized to file and register such discharges as are required under the *Personal Property Security Act* (Ontario) and/or the *Repair and Storage Liens Act* (Ontario).

3. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Auction Assets at the Auction shall stand in the place and stead of the Auction Assets sold at the Auction, and that from and after the delivery of a Purchaser's Bill of Sale all Claims and Encumbrances shall attach to the net proceeds from the sale of the Auction Assets sold at the Auction and described in such Purchaser's Bill of Sale with the same priority as they had with respect to such Auction Assets immediately prior to their sale at the Auction, as if such Auction Assets had not been sold at the Auction and remained in the possession or control of the person having that possession or control immediately prior to their sale at the Auction.

4. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of the each of the Auction Assets in its respective Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor

shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

5. 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.

6. THIS COURT ORDERS that this Order and all of its provisions are effective from the date of this Order and is enforceable without the need for entry or filing.

Justice Conway, Ontario Superior Court of Justice
(*Commercial List*)

ROYAL BANK OF CANADA

and

AHM TRANSPORT INC., et al.

Applicant

Respondents

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

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

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

ORDER

HARRISON PENSA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

Timothy C. Hogan (LSO #36553S)

Tel: (519) 679-9660
Fax: (519) 667-3362
Email: thogan@harrisonpensa.com

Lawyers for the Receiver,
msi Spergel inc.

Schedule “B” – Ancillary Order

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

THE HONOURABLE

)

TUESDAY, THE 6TH

JUSTICE CONWAY

)

DAY OF MAY, 2025

)

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

ANCILLARY ORDER

THIS MOTION, made by msi Spergel inc. in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of the Respondents, AHM Transport Inc., Aishka Express 2016 Inc., Aishka Express Inc., Aishka Recycling Inc., and Tanush Transport Inc., appointed pursuant to the Order of the Honourable Justice Osborne dated September 16, 2024, for an order approving the Receiver's First Report to the Court dated April 24, 2025 (the "**First Report**"), and the activities and conduct of the Receiver as detailed therein; approving the Receiver's Interim Statement of Receipts and Disbursements (all as detailed in the First Report); approving the fees and disbursements of the Receiver and its counsel, Harrison Pensa LLP (all as detailed in the First Report) (the "**Professional Fees**"), and payment of same, be approved; and for other associated relief was heard this day by judicial teleconference via Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the First Report, and on hearing the submissions of counsel for the Receiver and all other counsel and parties present, no one else appearing for any other person on the service list, although properly served as appears from the affidavit of Sydney Inghelbrecht sworn April 24, 2025, filed;

1. THIS COURT ORDERS that the time for service, filing and confirmation of the Notice of Motion and the Motion Record be and is abridged so that this motion is properly returnable today and hereby dispenses with further service and confirmation hereof.

2. THIS COURT ORDERS that the First Report, and the activities and conduct of the Receiver as detailed therein, be and are approved; provided, however, that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

3. THIS COURT ORDERS that the Receiver's Interim Statement of Receipts and Disbursements as outlined in the First Report be and is approved.

4. THIS COURT ORDERS that the Professional Fees, and payment of same, be and are approved.

Justice Conway, Ontario Superior Court of Justice
(Commercial List)

ROYAL BANK OF CANADA

and

AHM TRANSPORT INC., et al.

Applicant

Respondents

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

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

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

CF89F

HARRISON PENSA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

Timothy C. Hogan (LSO #36553S)

Tel: (519) 679-9660
Fax: (519) 667-3362
Email: thogan@harrisonpensa.com

Lawyers for the Receiver,
msi Spergel inc.

Schedule “C” – Asset Recovery Order

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

THE HONOURABLE
JUSTICE CONWAY

)
)
)

TUESDAY, THE 6TH
DAY OF MAY, 2025

ROYAL BANK OF CANADA

Applicant

and

AHM TRANSPORT INC., AISHKA EXPRESS 2016 INC., AISHKA EXPRESS INC.,
AISHKA RECYCLING INC. and TANUSH TRANSPORT INC.

Respondents

**ORDER
(Asset Recovery Order)**

THIS MOTION, made by Msi Spergel Inc., in its capacity as the Court-appointed receiver (the "**Receiver**") of the undertaking, property and assets of the Respondents, AHM Transport Inc., Aishka Express 2016 Inc., Aishka Express Inc., Aishka Recycling Inc., and Tanush Transport Inc. (collectively, the "**Debtors**"), appointed pursuant to the Order of the Honourable Justice Osborne dated September 16, 2024, for an Order, was heard this day by videoconference.

ON READING the Notice of Motion dated April 24, 2025, the First Report of the Receiver dated April 24, 2025 (the "**First Report**"), and on hearing submissions of counsel for the Receiver, no one else appearing although duly served as appears from the Affidavit of Service of Sydney Inghelbrecht, dated April 24, 2025, filed,

RECOVER OF DEBTORS' PROPERTY

1. **THIS COURT ORDERS** that any terms in this Order not otherwise defined herein shall have the meaning set out in the First Report.
2. **THIS COURT ORDERS** that the Debtors and the Principals shall permit the Receiver to take possession and exercise control over the Property, and any and all proceeds, receipts and disbursements arising out of or from the Property, in accordance with the Receivership Order, including but not limited to, providing the Receiver with the location of the Missing Property.
3. **THIS COURT ORDERS** that the Debtors and Principals shall be required to assist the Receiver in implementing the Receivership Order and to provide the Receiver or its agents and representatives or any other party authorized by the Receiver information regarding the location of the Property.
4. **THIS COURT ORDERS** that the Debtors and the Principals shall immediately disclose to the Receiver in writing their knowledge of the location of any of the Debtors' Property, as requested by the Receiver.
5. **THIS COURT ORDERS** that the Receiver or its agents and representatives or any other party authorized by the Receiver, are hereby authorized to take immediate possession of, and remove from the Debtors' premises, any of the Debtors' Property.
6. **THIS COURT ORDERS** that any local sheriff, police or peace officers shall assist the Receiver, or its agents or representatives, in implementing this Order, including by assisting the Receiver or its agents or representatives in gaining access to the Debtors' premises and recovering the Property in the Debtors' possession, as requested by the Receiver or its agents or representatives.
7. **THIS COURT ORDERS** that any person or other entity acting in any capacity whatsoever in power, possession or control of Property (a "**Person**") shall provide the Receiver or its agents and representatives, or any other party authorized by the Receiver, with immediate access to any real property, premises or structure, whether fixed or temporary, in, below or upon which any Property is located (a "**Location**"). Any

such Person shall allow and/or facilitate the Receiver or its agents and representatives, or any other party authorized by the Receiver, to enter into any locked premises, garages, and/or gated yards, and to remove any equipment that may be blocking the recovery of the Property by its agents and representatives, or any other party authorized by the Receiver.

8. **THIS COURT ORDERS** that no Person, other than the Receiver or its agents and representatives, or any other party authorized by the Receiver, may move, relocate, transport, or conceal from the Receiver any Property in any manner whatsoever.

9. **THIS COURT ORDERS** that the Receiver shall not be required to make any payments to any Person in respect of costs any Person incurred or may incur to facilitate entry to any Location or in the recovery of any Property by the Receiver or its agents and representatives, or any other party authorized by the Receiver. Such costs include but are not limited to any costs in respect of rent, storage, repair or maintenance charges, and charges from time spent or incurred by any Person in facilitating the release of the Property to the Receiver.

GENERAL

10. **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.

11. **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.

12. **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.

13. **THIS COURT ORDERS** that this Order is effective from the date it is made, and it is enforceable without any need for entry and filing, provided that any party may nonetheless submit a formal order for entry and filing, as the case may be.

Justice Conway, Ontario Superior Court of Justice
(*Commercial List*)

ROYAL BANK OF CANADA

and

AHM TRANSPORT INC., et al.

Applicant

Respondents

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

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

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

CF89F

HARRISON PENSA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

Timothy C. Hogan (LSO #36553S)

Tel: (519) 679-9660
Fax: (519) 667-3362
Email: thogan@harrisonpensa.com

Lawyers for the Receiver,
msi Spergel inc.

ROYAL BANK OF CANADA

v.

AHM TRANSPORT INC., et al.

Applicant

Respondents

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

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

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

NOTICE OF MOTION

HARRISON PENSA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, Ontario N6A 5R2

Timothy C. Hogan (LSO#36553S)

Tel : (519) 661-6743

Fax: (519) 667-3362

Email: thogan@harrisonpensa.com

Lawyers for the Receiver,
msi Spergel inc.

Tab 2

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

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

ROYAL BANK OF CANADA

Applicant

- and -

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

Respondents

**FIRST REPORT OF MSI SPERGEL INC.
IN ITS CAPACITY AS THE COURT-APPOINTED RECEIVER
OF AHM TRANSPORT INC., AISHKA EXPRESS 2016 INC., AISHKA EXPRESS INC.,
AISHKA RECYCLING INC. and TANUSH TRANSPORT INC.**

April 24, 2025

Table of Contents

I.	APPOINTMENT AND BACKGROUND.....	1
II.	PURPOSE OF THIS FIRST REPORT AND DISCLAIMER.....	2
III.	RECEIVER'S ACTIVITIES	4
IV.	THE AUCTION AGREEMENT.....	8
V.	PROFESSIONAL FEES AND DISBURSEMENTS	9
VI.	RECEIVER'S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS.....	10
VII.	RECOMMENDATIONS	11

APPENDICES

1. The Monitor Appointment Order
2. Endorsement of the Honourable Madam Justice Steele dated August 21, 2024
3. The Monitor's Report without appendices
4. The Receivership Order
5. Copies of certain email exchanges between the Receiver, the Debtors/Principals and the Debtors' counsel
6. The Auction Agreement
7. Summary of PPSA Registrations
8. Fee Affidavit of Mukul Manchanda sworn April 23, 2025
9. Fee Affidavit of Thomas Masterson sworn on April 24, 2025
10. Receiver's Interim Statement of Receipts and Disbursements as at April 22, 2025

I. APPOINTMENT AND BACKGROUND

1. This first report (this “**First Report**”) is filed by msi Spergel inc. (“**Spergel**”) in its capacity as the Court-appointed receiver (in such capacity, the “**Receiver**”) of AHM Transport Inc. (“**AHM**”), Aishka Express 2016 Inc. (“**Aishka 2016**”), Aishka Express Inc. (“**Aishka Express**”), Aishka Recycling Inc. (“**Aishka Recycling**”) and Tanush Transport Inc. (“**Tanush**” together with AHM, Aishka 2016, Aishka Express and Aishka Recycling, the “**Debtors**”).
2. Each of the Debtors are incorporated under the Ontario’s *Business Corporations Act* (Ontario) with a registered head office in Vaughan or Woodbridge, Ontario. Thushutha Puvanenthiran (“**Thushutha**”) is the director of AHM and Aishka Express. Puvanenthiran Jeyabalasingam (“**Puvanenthiran**”) is the director of Aishka 2016 and Tanush. Jeyabalasingam Puvanenthiran (“**Jeyabalasingam**” together with Thushutha and Puvanenthiran, the “**Principals**”) is the director of Aishka Recycling.
3. Prior to the appointment as Receiver, Spergel was appointed as Monitor (in such capacity, the “**Monitor**”) of the Debtors pursuant to the Order of the Honourable Madam Justice Steele made on August 21, 2024 (the “**Monitor Appointment Order**”). Attached as **Appendices “1”** and “**2**” to this First Report are copies of the Monitor Appointment Order and the endorsement of the Honourable Justice Steele dated August 21, 2024.
4. On September 13, 2024, the Monitor issued and filed its report (the “**Monitor’s Report**”) outlining its actions and the information received from the Debtors. Attached as **Appendix “3**” to this First Report is a copy of the Monitor’s Report without appendices.
5. Spergel was appointed as the Receiver of all the assets, undertakings, and properties of the Debtors (collectively, the “**Property**”) by Order of the Honourable Mr. Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made on September 16, 2024 (the “**Receivership Order**”). The Receivership Order was made upon the application of the Debtors’ general

secured creditor, Royal Bank of Canada (“**RBC**”). Attached as **Appendix “4”** to this First Report is a copy of the Receivership Order.

6. The Receiver retained Harrison Pensa LLP as its independent counsel (the “**Receiver’s Counsel**”).

II. **PURPOSE OF THIS FIRST REPORT AND DISCLAIMER**

7. The purpose of this First Report is to advise the Court as to the steps taken by the Receiver to date in these proceedings and to seek Orders from this Court:
 - a) approving this First Report and the actions and activities of the Receiver described herein and that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approval of the First Report;
 - b) approving the contract to auction between Ritchie Bros. Auctioneers (Canada) Ltd. (“**RBA**” or the “**Auctioneer**”), as auctioneer, and the Receiver dated April 22, 2025 (the “**Auction Agreement**”), and authorizing the Auctioneer to conduct a public auction (and, if applicable, re-auction) as referenced in, and in accordance with the terms of, the Auction Agreement (the “**Auction**”);
 - c) vesting in each purchaser at such Auction the Debtors’ right, title and interest in and to the Property purchased by such respective purchaser at the Auction, free and clear of claims and encumbrances, with the Receiver empowered and authorized to release and file discharges of all registered claims and encumbrances under the *Personal Property Security Act* (“**PPSA**”) and *Repair and Storage Liens Act* (“**RSLA**”);
 - d) compelling the Debtors and the Principals to disclose to the Receiver the location of the Missing Property (as defined herein) within a specified time frame as approved by this Court;

- e) compelling the Debtors and the Principals to deliver the Missing Property to the Receiver and/or permit the Receiver to take possession and exercise control over the Missing Property within a specified time frame;
- f) instructing the local police force or peace officers to assist the Receiver in implementing this Order in relation to the Missing Property, including in gaining access to and recovering the Debtors' Property
- g) approving the Receiver's Interim Statement of Receipts and Disbursements as at April 22, 2025;
- h) approving the fees and disbursements of the Receiver to and including February 28, 2025 and those of the Receiver's Counsel to and including April 23, 2025; and
- i) such further and other relief as the Receiver's Counsel may advise and the Court deems just.

Disclaimer

- 8. The Receiver will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction, or use of this First Report for any other purpose.
- 9. In preparing this First Report, the Receiver has relied upon certain information provided to it by management. The Receiver has not performed an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards. Accordingly, the Receiver expresses no opinion or other form of assurance with respect to such information.
- 10. Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

III. RECEIVER'S ACTIVITIES

11. Following its appointment pursuant to the Receivership Order, the Receiver prepared its statutory Notice and Statement of the Receiver in accordance with subsections 245(1) and 246(1) of the *Bankruptcy and Insolvency Act* (Canada) ("BIA") for the Debtors' and mailed same to all creditors of the Debtor known to the Receiver.
12. Since the date of its appointment, the Receiver directly or through the Receiver's Counsel attended to the following:
 - a) attended at the business premises of the Debtors to take possession of the Property;
 - b) attended at yards in order to take possession of the assets owned and/or leased by the Debtors;
 - c) obtained an appraisal and sold certain personal property pursuant to a bill of sale issued to SSM & S Professional Corporation for \$20,000 plus HST in accordance with paragraph 3(k)(a) of the Receivership Order;
 - d) auctioned certain ancillary assets with Canam-Appraiz Inc. for net proceeds of \$5,210.02 in accordance with paragraphs 3(d) and 3(k)(a) of the Receivership Order;
 - e) communicated with the Debtors directly or through the Receiver's Counsel in relation to, amongst other things, obtaining the books and records of the Debtors;
 - f) communicated with the Debtors and the Principals to locate certain missing Property;
 - g) signified accounts receivable and is continuing to manage the on-going collection of same;
 - h) opened dedicated trust accounts for the Debtors;
 - i) arranged for insurance on the assets owned by the Debtors;

- j) notified the Office of the Superintendent of Bankruptcy of its appointment as Receiver;
- k) communicated with the Canada Revenue Agency (“**CRA**”) with respect to, amongst other things, the HST refunds filed by the Debtors and documents provided in support of same. The Receiver is continuing to deal with CRA with respect to an audit in relation to the HST refunds; and
- l) dealt with secured creditors holding purchase money security interests in certain of the assets leased and/or financed by the Debtors and providing releases to such creditors where appropriate;

Missing Property

13. As indicated above upon its appointment, the Receiver commenced its efforts to take possession of the Property. The Receiver contacted and met with the Principals to advance its mandate. Through the administration of the receivership, the Receiver discovered that the following assets subject to RBC’s security remain unaccounted for, not available to the Receiver and the whereabouts of same unknown (collectively the “**Missing Property**”):

Lease #	Entity	Description
330108457/201000062506	Aishka Express Inc.	2020 Toyota Forklift Model 8FGCU30 Serial #: C2783
		2021 Toyota Electric Walkie Pallet Truck Model 8HBW23 Serial #: 53858
		2021 Toyota Electric Walkie Pallet Truck Model 8HBW23 Serial #: 53857
330108457/201000064047	Aishka Express Inc.	Chicago Pneumatic QRS2HP Air compressor with Attachments Model QRS25-HP
		Air Compressor Power Supply & Hook Up
330108457/201000065464	Aishka Express Inc.	2021 Toyota 4500 LB Electric Walkie Model: 8HBW23 Serial #: 55964 : FLA0308

		2021 Toyota 4500 LB Electric Walkie Model: 8HBW23 Serial #: 55965 : FLA0310
		2NX Notcher Serial #: 2HN-169
		Radiant Heater
		Lumber Racking
330108457/201000066339	Aishka Express Inc.	2022 Toyota 8FGU30 6000LB Pneumatic Forklift Model: 8FGU30 Serial #: C2350
330108457/201000061929	Aishka Express Inc.	2001 Load Lifter Model: 2422-6C Serial #: 2391
		Arctic Shelter 70FT/30/22
330108457/201000072018		Equipment and Forklift
586471-84202	Aishka Express Inc.	New 563C Vanier 5.63 Wheel Loader Box Serial #: 28251 c/w Metal Pless Liveboxx Serial #: S519
		New Skyjack dual fuel with outriggers Serial #: SJ6826
336752027/201000049070/201000061951	Aishka Express Inc. 2016	Pallet manufacturing equipment and all attachment and accessories as per lease attached
		Pallet system
		Pallet Chief IV Nailer, Lumber Rack
		Lumber Rack
		Toyota Forklift Model: 7FGCU15 Serial #: 67169

14. The Missing Property are assets that are subject to a Master Lease Agreement dated July 8, 2019 between RBC and Aishka Express and the various schedules noted above.
15. RBC has made various registrations under the PPSA as against Aishka Express perfecting its interest.
16. The Receiver sent multiple emails to Essa Jay (one of the Principals of the Debtors) and counsel for the Debtors advising of the obligation of the Principals and the Debtors under the Receivership Order to provide the location of the Missing Property but did not receive any response regarding same.
17. As summarized above at paragraph 12, the Receiver has taken the following steps specific to the Missing Property:

- a) attended at the business premises of the Debtors located at 61 & 63 Huxley Rd., Toronto, Ontario, M9M 2G7 and the previous business premises located at 2050 Ellesmere Rd., Scarborough, Ontario, M1H 3A9;
- b) attended at the yards located at 70-90 Clayson Rd., Toronto, Ontario, M9M 2G7 and 7820 Boulevard Henri-Bourassa E, Montreal, Quebec H1E 1P2;
- c) made various telephone inquiries and exchanged emails with the Debtors/Principals and the Debtors counsel regarding, amongst other things, location of the Missing Property. Examples of such emails are as follows:
 - i. sent an email to Essa Jay on December 2, 2024 outlining the Missing Property and requesting location of same;
 - ii. sent an email to Debtors counsel on December 5, 2024 asking counsel to encourage the Principals to provide the location of the Missing Property to the Receiver so a Court attendance can be avoided; and
 - iii. sent an email to Essa Jay on January 28, 2025 again demanding location of the Missing Property.

Attached as **Appendix “5”** are copies of emails to the Debtors/Principals and the Debtors counsel regarding the Missing Property.

- 18. The Receiver has not received a response from the Debtors/Principals with respect to its inquiries regarding location of Missing Property. In the absence of a response, the Receiver has no alternative but to seek assistance from this Court to enforce the provisions of the Receivership Order and compel the Debtors and the Principals to disclose to the Receiver the location of the Missing Property within a specified period of time.
- 19. The Receiver is also requesting the assistance of local police force or peace officers to assist the Receiver. As the Missing Assets are mobile, locating same may be difficult. The Receiver anticipates that the Missing Assets may be stored

on private property and that police or peace officers may be required to gain lawful access to the Missing Property.

IV. THE AUCTION AGREEMENT

20. Pursuant to paragraph 3 (k) of the Receivership Order, the Receiver is authorized to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
- a) 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 (collectively, the **"Sale Threshold"**); and
 - b) with the approval of this Court in respect of any transaction in which the purchase price or aggregate purchase price exceeds the Sale Threshold.
21. Since its appointment, the Receiver was able to take possession of the following vehicles (collectively, the **"Debtors Vehicles"**) as summarized in the below chart:

Unit	Vendor	Model	Make	Vin No.
V1982	RBC Leasing	2019	Utility	1UYVS2536K7467630
V1983	RBC Leasing	2017	Utility	1UYVS2531HG876403
V1984	RBC Leasing	2019	Vanguard	5V8VC5320KM905564
V1985	RBC Leasing	2019	Vanguard	5V8VC5324KM905566
R1994	RBC Leasing	2018	CIMC	527SR5326JM012648
R1995	RBC Leasing	2018	CIMC	527SR5323JM012056

22. The estimated realizable value of the Debtors Vehicles is anticipated to be in excess of the Sale Threshold, accordingly the Receiver is seeking approval of the Auction Agreement and the Auction contemplated thereby.
23. The Receiver has entered into the Auction Agreement for the proposed sale of the Debtors Vehicles by the Auctioneer at the Auction. The Auction Agreement remains subject to the approval of this Court. A copy of the Auction Agreement is attached to this First Report as **Appendix "6"**.

24. The Receiver believes that the rates and commissions provided in the Auction Agreement are fair and reasonable. Further, the Receiver believes that a public unreserved auction is a commercially reasonable method for disposing of the Debtors Vehicles, given, amongst other things, the disadvantageous economies of scale that would result if the Receiver were to conduct its own sale process for the Debtors Vehicles.
25. The Auction will take place at the next scheduled auction held by RBA following the appeal period of the Order sought herein should the Court grant the Order.
26. The net proceeds of sale from the Auction would be held by the Receiver and distributed pursuant to further order of this Court. In the event any of the Debtors Vehicles are not sold, the Auction Agreement provides that such Debtors Vehicles would be offered for sale at a subsequent Auction.
27. Attached to this First Report as **Appendix “7”** is a summary of registrations made under the *PPSA and RSLA* as against the Debtors Vehicles, along with a summary of the PPSA search as against the Debtors.
28. The Receiver seeks authorization to discharge any *PPSA* or *RSLA* registration against the Debtors Vehicles on the sale of same at Auction to allow for title to transfer for each of the Debtors Vehicles. This specific authority is in line with the terms of the template Approval and Vesting Order and will assist the Receiver in dealing with the Debtors Vehicles after sale of same at the Auction.

V. PROFESSIONAL FEES AND DISBURSEMENTS

29. Attached to this First Report as **Appendix “8”** is the Affidavit of Mukul Manchanda sworn April 23, 2025, (the “**Receiver’s Fee Affidavit**”) which incorporates by reference a copy of Spergel’s time dockets pertaining to the Monitor Appointment Order and the receivership proceedings to and including February 28, 2025, as follows:

- a) in the amount of \$3,152.70 inclusive of disbursements and HST. This represents a total of 6.30 hours at an average rate of \$442.86 per hour before HST for AHM Transport Inc.;
 - b) in the amount of \$8,388.56 inclusive of disbursements and HST. This represents a total of 15.60 hours at an average rate of \$475.87 per hour before HST for Aishka Express 2016 Inc.;
 - c) in the amount of \$41,012.22 inclusive of disbursements and HST. This represents a total of 108.20 hours at an average rate of \$335.43 per hour before HST for Aishka Express Inc.;
 - d) in the amount of \$2,263.02 inclusive of disbursements and HST. This represents a total of 4.30 hours at an average rate of \$374.19 per hour before HST for Aishka Recycling Inc.; and
 - e) in the amount of \$12,067.84 inclusive of disbursements and HST. This represents a total of 25.50 hours at an average rate of \$418.80 per hour before HST for Tanush Transport Inc.
30. Attached hereto as **Appendix “9”** to this First Report is the Affidavit of Thomas Masterson sworn April 24, 2025, which incorporates by reference a copy of the time dockets of the Receiver’s Counsel for the period from August 21, 2024 to and including April 23, 2025, in the amount of \$34,658.41 inclusive of disbursements and HST.
31. The Receiver has reviewed the accounts of the Receiver’s Counsel and is of the view that all the work set out in these accounts was carried out and was necessary, that the hourly rates of the lawyers who worked on this matter were reasonable in light of the services required and that the services were carried out by lawyers with the appropriate level of experience.

VI. RECEIVER’S INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS

32. Attached to this First Report as **Appendix “10”** is a copy of the Receiver’s Interim Statements of Receipts and Disbursements as at April 22, 2025.

VII. RECOMMENDATIONS

33. The Receiver respectfully requests that this Honourable Court grant the relief sought in this First Report.

All of which is respectfully submitted.

Dated at Toronto this 24th day of April 2025.

msi Spergel inc.

solely in its capacity as the Court-appointed
Receiver of the Debtors and not in its personal
or corporate capacities

Per:



Mukul Manchanda, CPA, CIRP, LIT
Managing Partner

APPENDIX “1”

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

THE HONOURABLE
JUSTICE JANA STEELE

)
)
)

WEDNESDAY, THE 21st
DAY OF AUGUST, 2024

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**

**ORDER
(appointing Monitor)**

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 of the Property of the Debtors as hereinafter defined (the “**Receiver**”), was adjourned to September 16, 2024, and other relief including appointing Spergel as Monitor (in such capacity, the “**Monitor**”), without security, of all of the assets, properties and undertakings (collectively, the “**Property**”) of AHM Transport Inc. (“**AHM**”), Aishka Express 2016 Inc. (“**Aishka 2016**”), Aishka Express Inc. (“**Aishka**”), Aishka Recycling Inc. (“**Aishka Recycling**”) and Tanush Transport Inc (“**Tanush**”, and together with

AHM, Aishka 2016, Aishka, Aishka Recycling, the “**Debtors**”) acquired for, or used in relation to, a business carried on by the Debtors, and all proceeds thereof, was sought this day by judicial videoconference via Zoom.

ON READING the affidavit of Jan Oros sworn August 9, 2024 and the exhibits thereto, and on hearing the submissions of counsel for RBC, counsel for the Respondents, counsel for the Business Development Bank of Canada (“**BDC**”) and those other parties present, no one appearing for any other stakeholder although duly served as appears from the Affidavit of Service of Adrienne Ho sworn August 15, 2024, Affidavits of Service of Mervyn Archdall sworn August 12, 2024 and August 14, 2024 and Affidavit of Service of Daisy Jin sworn August 19, 2024, filed,

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 101 of the CJA, Spergel is hereby appointed as Monitor of the Property of the Debtors.

MONITOR’S POWERS

3. **THIS COURT ORDERS** that the Monitor is hereby expressly empowered and authorized to do any of the following where the Monitor considers it necessary or desirable:

- a) 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 Monitor’s powers and duties, including without limitation those conferred by this Order;
- b) to investigate and report on the ability of the Debtors to make monthly payments or any payments to the Applicant and BDC pending the return of the Applicant’s receivership application;

- c) to investigate and report on the status of the Debtors in respect of any sale or refinancing efforts to repay the Applicant and BDC;
- d) to investigate and report on the financial affairs of the Debtors generally pending the return of the Applicant's receivership application;
- e) to report to, meet with and discuss with such affected Persons (as defined below) as the Monitor deems appropriate on all matters relating to the Property and this proceeding, and to share information, subject to such terms as to confidentiality as the Monitor deems advisable; and,
- f) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,
- g) and in each case where the Monitor takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE MONITOR

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf (the "**Debtor Parties**"), 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 Monitor of the existence of any Property in such Person's possession or control.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Monitor 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, 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 Monitor or permit the Monitor to make, retain and take away copies thereof and grant to the Monitor 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 Monitor due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure. Without limiting the generality of the foregoing, the Debtors and the Debtor Parties (a) shall authorize and direct Canada Revenue Agency to provide to the Monitor any and all information it requests regarding the Debtors, and (b) shall provide the Monitor with any and all information it requests with respect to the Debtors' bank accounts wheresoever located.

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 Monitor for the purpose of allowing the Monitor 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 Monitor in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Monitor. Further, for the purposes of this paragraph, all Persons shall provide the Monitor with all such assistance in gaining immediate access to the information in the Records as the Monitor may in its discretion require including providing the Monitor with instructions on the use of any computer or other system and providing the Monitor with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE MONITOR

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

EMPLOYEES

8. **THIS COURT ORDERS** that all employees of the Debtors, if any, shall remain the employees of the Debtors. The Monitor 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 Monitor 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*.

9. **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

10. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor 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 Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’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 MONITOR’S LIABILITY

11. **THIS COURT ORDERS** that the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross

negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by section 14.06 of the BIA or by any other applicable legislation.

MONITOR'S ACCOUNTS

12. **THIS COURT ORDERS** that the Monitor and counsel to the Monitor 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 Monitor and counsel to the Monitor shall be entitled to and are hereby granted a charge (the “**Monitor’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 Monitor’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.

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

14. **THIS COURT ORDERS** that prior to the passing of its accounts, the Monitor 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 Monitor or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

SERVICE AND NOTICE

15. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at [https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-%20commercial/#Part III The E-Service List](https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-%20commercial/#Part%20III%20The%20E-Service%20List)) 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 Debtor's name from the engagement list at the following URL: <https://www.spergelcorporate.ca/engagements/>.

16. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Monitor 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.

17. **THIS COURT ORDERS** that the Monitor shall have no reporting obligations under sections 245 and 246 of the BIA.

GENERAL

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

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

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

21. **THIS COURT ORDERS** that the Monitor 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 Monitor 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.

22. **THIS COURT ORDERS** that RBC shall have its costs of this application against the Debtors, 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 Monitor from the Debtors' estates with such priority and at such time as this Court may determine.

23. **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 Monitor 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.

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

ROYAL BANK OF CANADA

Applicant

- and -

AHM TRANSPORT INC. et al

Respondents

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

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at Toronto

ORDER
(appointing Monitor)

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

APPENDIX “2”



SUPERIOR COURT OF JUSTICE

COMMERCIAL ENDORSEMENT FORM

COURT FILE NO.: CV-24-00725055-00CL DATE: August 21, 2024

NO. ON LIST: 3

TITLE OF PROCEEDING: **Royal Bank of Canada v. AHM Transport Inc., et al**

BEFORE MADAM JUSTICE: **J. STEELE**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Sanjeev Mitra	Counsel for the Applicant, <i>Royal Bank of Canada</i>	smitra@airdberlis.com
Adrienne Ho		aho@airdberlis.com
Mukul Manchanda	Proposed Receiver, <i>MSI Spergel Inc.</i>	mmanchanda@spergel.ca

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Howard F. Manis	Counsel for the Respondents and Guarantors, <i>AHM Transport Inc, Aishka Express 2016 Inc, Aishka Express Inc, Aishka Recycling Inc, Tanush Transport Inc.</i>	hmanis@manislaw.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Kathy Liu	Creditor, <i>Policaro Leasing</i>	kliu@policaro.ca
Vern W. DaRe	Counsel for <i>Business Development Bank of Canada</i> , Creditor	vdare@foglers.com

ENDORSEMENT OF MADAM JUSTICE STEELE:

- [1] This is an application by RBC to enforce its security and appoint MSI Spergel Inc. as receiver of the debtors' assets, properties and undertakings.
- [2] The respondent debtors seek an adjournment to either work out the terms of a forbearance agreement or file materials. RBC opposed the adjournment request.
- [3] After hearing submissions from the parties, I advised that I was granting a short adjournment to, among other things, give the respondents the opportunity to file responding materials. Although this has been ongoing for some time, the respondents' counsel was not copied on certain correspondence and was unaware of information requests of the debtors from RBC. Once the debtors' counsel became aware last week, he has been working with the debtors to provide the information to RBC, much of which was just provided last night. The respondents indicated that they intend to oppose the application if it proceeds.
- [4] RBC asked that if the adjournment was granted, a monitor be put in place. Among other things, RBC does not have any visibility of the debtors' current financial situation or accounts, because the debtors have moved their accounts to another bank. The debtors owe over \$8 million to RBC. No arrangements for the repayment of the debt have been made between RBC and the debtors.
- [5] The application is adjourned to **September 16, 2024 at 11:30 am (90 minutes)**. The following timetable applies to materials:
- a. Responding materials by September 6, 2024;
 - b. Reply by September 10, 2024; and
 - c. Factums by September 12, 2024.
- [6] In addition, the debtors agreed that they would provide RBC with the following:
- a. Bank statements for all bank accounts of the debtors by Friday Aug. 23, 2024;
 - b. Valuations of the two properties by Friday Aug. 23, 2024;
 - c. Payment in the amount of \$20,000 by Friday Aug. 23, 2024; and
 - d. Payment in the amount of \$10,000 by Friday September 6, 2024.
- [7] I also determined that a Monitor would be put in place. The Monitor shall report to the Court on the return.
- [8] Under s. 101 of the *Courts of Justice Act* the Court may make appoint a receiver or receiver and manager by an interlocutory order where it appears to be just or convenient to do so.
- [9] I am satisfied that it is just and convenient to appoint the interim Monitor pending the return of RBC's application to appoint a receiver. The respondents owe RBC more than \$8 million and have failed to

pay the indebtedness since the issuance of the demands. Two of the debtors have failed to bring down advances under their operating lines to within their authorized credit availability. RBC has contractual rights under the GSAs to appoint a receiver. The debtors have moved their bank accounts to another institution so that RBC does not have any visibility, and the debtors only provided some of the information requested by RBC in June to RBC yesterday.

[10] Order attached.



J. STEELE J.

DATE: AUGUST 21, 2024

APPENDIX “3”

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

**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

**FIRST REPORT OF MSI SPERGEL INC.
IN ITS CAPACITY AS COURT-APPOINTED MONITOR OF
AHM TRANSPORT INC., AISHKA EXPRESS 2016 INC., AISHKA EXPRESS INC.,
AISHKA RECYCLING INC. and TANUSH TRANSPORT INC.**

SEPTEMBER 13, 2024

Table of Contents

I.	APPOINTMENT AND BACKGROUND	4
II.	PURPOSE OF THIS FIRST REPORT AND DISCLAIMER	5
III.	ACTIVITIES OF THE MONITOR.....	5
IV.	CREDITORS.....	9

APPENDICES

1. The endorsement of Honourable Justice Steele dated August 21, 2024 and the Appointment Order
2. Spergel's letter dated July 3, 2024
3. Spergel's letter dated July 12, 2024
4. The Monitor's letter dated August 30, 2024
5. The Monitor's letter dated September 9, 2024
6. Email from Mr. Small dated September 11, 2024

I. APPOINTMENT AND BACKGROUND

1. This first report (the “**First Report**”) is filed by msi Spergel inc. (“**Spergel**”), in its capacity as the Court-appointed monitor (in such capacity, the “**Monitor**”) of AHM Transport Inc. (“**AHM**”), Aishka Express 2016 Inc. (“**Aishka 2016**”), Aishka Express Inc. (“**Aishka**”), Aishka Recycling Inc. (“**Aishka Recycling**”) and Tanush Transport Inc. (“**Tanush**” together with AHM, Aishka 2016, Aishka and Aishka Recycling, the “**Debtors**”).
2. The Debtors’ are registered under Ontario’s *Business Corporations Act* with a registered office in Vaughan or Woodbridge. Thushitha Puvanenthiran is a director of AHM and Aishka. Puvanenthiran Jeyabalasingam is a director of Aishka 2016, Aishka Recycling and Tanush.
3. Royal Bank of Canada (“**RBC**”), a secured creditor of the Debtors, moved by way of an application in the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for a Court order appointing Spergel as the receiver, without security, of all of the assets, undertakings and properties, (collectively, the “**Property**”) of the Debtors.
4. RBC’s application was originally returnable on August 21, 2024. Following submissions of counsel for RBC and counsel for the Debtors, the Honourable Justice Steele issued an endorsement on August 21, 2024 and an Order appointing Spergel as the Monitor of the Debtors (the “**Monitor Appointment Order**”). Attached to this First Report as **Appendix “1”** are copies of the endorsement of Justice Steele dated August 21, 2024 and the Appointment Order.
5. The Monitor retained Harrison Pensa LLP (the “**Monitor’s Counsel**”) as its independent legal counsel.

II. PURPOSE OF THIS FIRST REPORT AND DISCLAIMER

6. The purpose of this First Report is to apprise the Court of the actions taken by the Monitor since the date of the appointment and the information received from the Debtors to date.

Disclaimer

7. The Monitor will not assume responsibility or liability for losses incurred by the reader as a result of the circulation, publication, reproduction, or use of this First Report for any other purpose than intended.
8. In preparing this First Report, the Monitor has relied upon certain information provided to it by the management of the Debtors including, without limitation, certain financial information. The Monitor has not performed an audit or verification of such information for accuracy, completeness or compliance with Accounting Standards for Private Enterprises or International Financial Reporting Standards. Accordingly, the Monitor expresses no opinion or other forms of assurance with respect to such information. Future oriented financial information relied upon in this First Report is based on assumptions regarding future events, actual results achieved may vary from this information and these variations may be material.
9. All references to dollars in this First Report are in Canadian currency unless otherwise noted.

III. ACTIVITIES OF THE MONITOR

10. Prior to its appointment as Monitor, Spergel was engaged as a consultant by RBC to, among other things, review and report on the financial affairs and viability of the Debtors' business (the "**Engagement**"). As part of the Engagement, Spergel requested certain information from the Debtors through correspondence dated July 3, 2024 and July 12, 2024. The majority of the information requested was not

provided by the Debtors to Spergel, and as a result RBC brought the within application to appoint a receiver. Copies of Spergel's July 3, 2024 and July 12, 2024 letters are attached to this First Report as **Appendices "2" and "3"**.

11. Immediately prior to the date of the appointment of the Monitor, the Monitor received certain information from counsel for the Debtors. Upon review of the information provided by the counsel for the Debtors, on August 30, 2024, the Monitor sent a letter to the Debtors outlining the outstanding information which is required by the Monitor in order to fulfill its mandate pursuant to the Monitor Appointment Order. A copy of the August 30, 2024 letter of the Monitor is attached to this First Report as **Appendix "4"**.
12. On September 3, 2024 the Monitor met with Ms. Sanji, an accounting manager working with the Debtors and Mr. Stephen S. Small ("**Mr. Small**"), an external consultant to the Debtors, at the premises located at 63 Huxley Road, North York ON. During the meeting Ms. Sanji and Mr. Small advised the Monitor of the following:
 - The Debtors are expecting a total *Harmonized Sales Tax* ("**HST**") refund of \$3,047,047.13 from Canada Revenue Agency ("**CRA**") as follows:

EXPECTED HST REFUNDS UNDER EXAMINATION		
Tanush Transport Inc		
Month	Sales	HST Refund
September 2023	2,500,493.10	398,267.16
October 2023	2,363,776.88	396,675.83
November 2023	2,380,160.26	389,540.65
December 2023	2,164,025.60	352,016.45
January 2024	2,476,964.60	367,950.36
February 2024	2,246,180.56	364,682.36
March 2024	2,325,810.10	371,365.96
Total	16,457,411.10	2,640,498.77
Aishka Express Inc.		
Month	Sales	HST Refund
March 2024	3,542,101.01	406,548.36
Total	3,542,101.01	406,548.36
Total		3,047,047.13

- The HST refunds are subject to an audit from CRA and the Debtors' Chief Executive Officer is dealing with CRA with respect to same;
- As of August 16, 2024, the Debtors had a combined accounts receivable of \$1,304,134.37 as follows:

ACCOUNTS RECEIVABLE AS OF AUGUST 16, 2023					
COMPANY	0-30 DAYS	30-60 DAYS	60-90 DAYS	<90 DAYS	TOTAL
AHM Transport Inc.	24,830.69	15,681.90	34,900.00	14,395.80	89,808.39
Aishka Express Inc.	12,900.00	58,130.00	17,100.00	23,300.00	111,430.00
Aishka 2016 Inc.	130,463.00	125,696.00	161,110.00	30,200.00	447,469.00
Tanush Transport Inc. (CAD)	254,700.00	220,674.39	111,167.07	26,075.00	612,616.46
Tanush Transport Inc. (US)	11,410.52	5,000.00	4,000.00	22,400.00	42,810.52
TOTAL	434,304.21	425,182.29	328,277.07	116,370.80	1,304,134.37

- The Debtors do not have an accounting system in place and records its accounting on "Excel" sheets. As such it is very difficult for the Debtors to produce current and timely financial information; and
 - The Debtors are factoring certain of its receivable to fund its ongoing operations.
13. Following the meeting, the Monitor received certain additional information from the Debtors, but such information was not sufficient for the Monitor to report on the ability of the Debtors to make monthly payments or any payments to RBC and Business Development Bank of Canada ("**BDC**"). In addition, the Debtors did not provide any information with respect to any sale or refinancing efforts undertaken by the Debtors. Accordingly, on September 9, 2024, the Monitor sent a letter to the Debtors outlining the information that remains outstanding in order for the Monitor to fulfill its mandate. Attached as **Appendix "5"** to this First Report is a copy of the September 9, 2024 letter.
 14. Since the issuance of the September 9, 2024 letter from the Monitor, counsel for the Debtors and the Monitor's Counsel exchanged emails regarding the inability of

the Monitor to comment on the Debtors' ability to make ongoing payments to RBC and BDC.

15. On September 11, 2024, the Monitor received an email from Mr. Small advising as follows:

- The Debtors' financial statements for fiscal 2023 were not completed and it will take time for Mr. Small to complete them;
- The year-to-date internal financials for the current fiscal are not available because of the unavailability of an accounting system and that Mr. Small will need some time to complete these.
- With respect to the supporting documents for HST refunds, Mr. Small inquired as to what period the Monitor requires as the refund is for almost 3 years.
- Aged accounts receivable and payable will be completed and sent by the end of day.

Copy of the email from Mr. Small is attached as **Appendix "6"** to this First Report.

16. With respect to the above, the Monitor notes the following:

- Without the availability of current financial records, it is not practical for the Monitor to comment on the Debtors' ability to make payments to RBC and BDC. The cash flow forecast provided by the Debtors does not provide underlying assumptions and the documents to support such assumptions;
- The letters sent to the Debtors by the Monitor clearly indicated that the Monitor required all of the supporting documents in relation to the HST refunds claimed by the Debtors as such information should be readily available to the Debtors for its audit with CRA. As at the date of this report

no supporting documents with respect to the HST refund have been provided to the Monitor;

- Ms. Sanji clarified that the Debtors are expecting additional HST refunds in the amount of \$960,661.09 for periods that have been assessed and are to be released pending the results of the audit as follows:

EXPECTED HST REFUNDS FOR ASSESSED FILINGS		
Tanush Transport Inc		
Month	Sales	HST Refund
May 2023	2,199,997.11	198,804.07
June 2023	2,240,623.44	229,262.93
July 2023	2,501,873.51	281,295.80
August 2023	2,402,800.49	251,298.29
Total		960,661.09

- As at the date of this First Report, the Monitor has not received the updated aged accounts receivable and payable promised in Mr. Small's email.

IV. **CREDITORS**

Royal Bank of Canada

17. As indicated in the materials filed by RBC that RBC is owed more than \$8.0 million dollars from the Debtors. In addition, RBC has advised the Monitor of the following payment defaults with respect to the Debtors:

- **Tanush** – approximately \$300,000 outstanding on credit cards that have been cancelled and approximately \$18,000 in interest arrears on the credit line;
- **Aishka Recycling** – bank account overdraft of \$4,640, \$123,000 outstanding on credit cards that have been cancelled and \$11,000 in interest arrears on the credit line;

- **AHM** – bank account overdraft of \$4,077, \$27,000 outstanding on credit cards that have been cancelled and \$5,076 in interest arrears on the credit line;
- **Aishka Express** – \$103,000 outstanding on the credit cards that have been cancelled, \$19,937 in interest arrears on the credit line and \$25,679.55 payment arrears on the lease facility; and
- **Aishka** – bank account overdraft of \$29,267, \$211,266 outstanding on the credit cards that have been cancelled, \$90,311 in interest arrears on the credit line, \$100,802.08 payment arrears on the lease facility and \$13,257.85 payment arrears on the RCAP lease facility.

Business Development Bank

18. On September 13, 2024, the Monitor received an email from counsel for BDC advising that as of September 9, 2024, BDC is owed \$841,784.97 excluding legal and other costs. In addition, BDC advised that the Debtors' had defaulted under the loan facilities as a result of missed payments.

VFS Canada Inc.

19. On September 11, 2024, the Monitor received an email from VFS Canada Inc. ("**VFS**") advising that Tanush's account is in default for non-payment and failure to provide proof of an active insurance policy. VFS further advised that the payout is \$93,240.69 with \$10,692.95 in arrears.

All of which is respectfully submitted.

Dated at Toronto, this 13th day of September 2024

msi Spergel inc.,
solely in its capacity as Court-appointed
Monitor of the Debtors and not
in any corporate or personal capacities

Per:



Mukul Manchanda, CPA, CIRP, LIT

APPENDIX “4”

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

THE HONOURABLE) MONDAY, THE 16th
)
)
JUSTICE PETER OSBORNE) DAY OF SEPTEMBER, 2024

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**

**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 August 9, 2024 and the Exhibits thereto, the Responding Motion Record of the Respondents dated September 12, 2024, the Responding Record dated September 13, 2024 of msi Spergel inc., in its capacity as monitor without security, of all of the assets, undertakings and properties of the Debtors, 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 of Adrienne Ho sworn August 15, 2024, Affidavits of Service of Mervyn Archdall sworn August 12, 2024 and August 14, 2024, filed, and Affidavit of Service of Daisy Jin sworn August 19, 2024 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:

Applicant

Respondents

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

**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

APPENDIX “5”

Cassandra Glover

From: Paula Amaral
Sent: Monday, December 2, 2024 1:01 PM
To: Essa Jay
Cc: Mukul Manchanda; Lindsay Lesmeister; Dharam Tiwana; Tim Hogan
Subject: Aishka
Attachments: Aishka Express Inc ---Lease schedule 201000062506.pdf; Aishka Express Inc ---Lease schedule 201000066339.pdf; Aishka Express Inc ---Lease schedule 201000065464.pdf; Aishka Express Inc ---Lease schedule 201000064047.pdf; Aishka Express Inc ---Lease schedule 201000061929.pdf; Aishka Express Inc 2016 Inc ----Lease & amending 201000061951 (formly 201000049070).pdf; 586471-84202 contract rcap.pdf; Aishka Express Inc ---Interim funding Agreement 201000072018.pdf

Good morning Essa,

Dharam from our office has advised that Sanji made copies of all the invoices for us and she kept the originals in anticipation of filing those returns. Can you please confirm as we cannot release boxes without making copies first.

Also, can you please provide the location of the following assets that were leased with RBC as per the attached leases:

Lease #	Entity	
330108457/201000062506	Aishka Express Inc.	2020 Toyota Forklift Model 8FGCU30 Serial #: C2783
		2021 Toyota Electric Walkie Pallet Truck Model 8HBW23 Serial#: 53858
		2021 Toyota Electric Walkie Pallet Truck Model 8HBW23 Serial#: 53857
330108457/201000064047	Aishka Express Inc.	Chicago Pneumatic QRS2HP Air compressor with Attachments Model QRS25-HP
		Air Compressor Power Supply & Hook Up
330108457/201000065464	Aishka Express Inc.	2021 Toyota 4500 LB Electric Walkie Model: 8HBW23 Serial#: 55964 : FLA0308
		2021 Toyota 4500 LB Electric Walkie Model: 8HBW23 Serial#: 55965 : FLA0310
		2NX Notcher Serial # 2HN-169
		Radiant Heater
		Lumber Racking
330108457/201000066339	Aishka Express Inc.	2022 Toyota 8FGU30 6000LB Pneumatic Forklift Model: 8FGU30 Serial#: C2350
330108457/201000061929	Aishka Express Inc.	2001 Load Lifter Model: 2422-6C Serial#: 2391

		Arctic Shelter 70FT/30/22
330108457/201000072018		Equipment and Forklift
586471-84202	Aishka Express Inc.	New 563C Vanieri 5.63 Wheel Loader Box Serial# 28251 c/w Metal Pless Liverboxx Serial#: S519
		New Skyjack dual fuel with outriggers Serial#: SJ6826
336752027/201000049070/201000061951	Aishka Express Inc. 2016	Pallet manufacturing equipment and all attachment and accessories as per lease attached
		Pallet system
		Pallet Chief IV Nailer, Lumber Rack
		Lumber Rack
		Toyota Forklift Model: 7FGCU15 Serial#: 67169

Thanks,

From: Essa Jay <essajeya@hotmail.com>
Sent: Sunday, December 1, 2024 12:05 PM
To: Paula Amaral <pamaral@spergel.ca>
Subject:

Hi Paula,

Can I get the boxes on Monday? Because I going to do the unfilled detail tomorrow. I am missing some original papers. So it would be a great help if I could pick up those tomorrow

Thanks!

ESSA JEYA

Cassandra Glover

From: Mukul Manchanda
Sent: Thursday, December 5, 2024 11:35 AM
To: hmanis@manislaw.ca
Cc: Tim Hogan* | HARRISON PENSA LLP | 130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2 | tel 519-661-6743 | fax 519-667-3362 | thogan@harrisonpensa.com Assistant | Aimee Newman | tel 519-850-5568 | anewman@harrisonpensa.com
*Services provided Tim Hogan; Paula Amaral
Subject: FW: Aishka
Attachments: aaaish-r-cv-24-00725055-00cl-rbc-v-ahm-transport-order-sep-16-2024.pdf

Hi Howard,

Hope all is well!

See below email exchange. We have been asking Essa for location of some missing equipment however have not received any response. Can you please encourage Essa to provide the location of the assets so a court attendance can be avoided?

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: December 3, 2024 10:42 AM

To: Essa Jay <essajeya@hotmail.com>; Paula Amaral <pamaral@spergel.ca>

Cc: Lindsay Lesmeister <llesmeister@spergel.ca>; Dharam Tiwana <dtiwana@spergel.ca>; Tim Hogan <thogan@harrisonpensa.com>

Subject: Re: Aishka

Essa,

I am attached the Receivership Order for your convenience. Please note that you have a positive obligation under paragraph 4 of the Receivership Order to deliver the Property (including but not limited to the items listed in the below emails) to the Receiver without delay.

We understand that these assets have significant value and we will be forced to attend to Court if you do not provide us with locations of these assets.

Please respond by the end of day today.

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: Monday, December 2, 2024 2:07 PM

To: Essa Jay <essajeya@hotmail.com>; Paula Amaral <pamaral@spergel.ca>

Cc: Lindsay Lesmeister <llesmeister@spergel.ca>; Dharam Tiwana <dtiwana@spergel.ca>; Tim Hogan <thogan@harrisonpensa.com>

Subject: RE: Aishka

Essa,

We need the location of the assets listed in Paula's email without delay. Please advise so we can arrange to pickup these assets.

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



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: Essa Jay <essajeya@hotmail.com>

Sent: Monday, December 2, 2024 2:06 PM

To: Paula Amaral <pamaral@spergel.ca>

Cc: Mukul Manchanda <mmanchanda@spergel.ca>; Lindsay Lesmeister <llesmeister@spergel.ca>; Dharam Tiwana <dtiwana@spergel.ca>; Tim Hogan <thogan@harrisonpensa.com>

Subject: Re: Aishka

Yes, she gave the copies to you. In the meantime, at the last minute, you asked her to give you a copy of the not-filled boxes suddenly, so she gave them to you. Here looks like we have missed some information. So, I only need the unfilled invoices.

Thanks!

ESSA JEYA

From: Paula Amaral <pamaral@spergel.ca>

Sent: December 2, 2024 1:00 PM

To: Essa Jay <essajeya@hotmail.com>

Cc: Mukul Manchanda <mmanchanda@spergel.ca>; Lindsay Lesmeister <llesmeister@spergel.ca>; Dharam Tiwana <dtiwana@spergel.ca>; Tim Hogan <thogan@harrisonpensa.com>

Subject: Aishka

Good morning Essa,

Dharam from our office has advised that Sanji made copies of all the invoices for us and she kept the originals in anticipation of filing those returns. Can you please confirm as we cannot release boxes without making copies first.

Also, can you please provide the location of the following assets that were leased with RBC as per the attached leases:

Lease #	Entity	
330108457/201000062506	Aishka Express Inc.	2020 Toyota Forklift Model 8FGCU30 Serial #: C2783
		2021 Toyota Electric Walkie Pallet Truck Model 8HBW23 Serial#: 53858
		2021 Toyota Electric Walkie Pallet Truck Model 8HBW23 Serial#: 53857
330108457/201000064047	Aishka Express Inc.	Chicago Pneumatic QRS2HP Air compressor with Attachments Model QRS25-HP
		Air Compressor Power Supply & Hook Up
330108457/201000065464	Aishka Express Inc.	2021 Toyota 4500 LB Electric Walkie Model: 8HBW23 Serial#: 55964 : FLA0308
		2021 Toyota 4500 LB Electric Walkie Model: 8HBW23 Serial#: 55965 : FLA0310
		2NX Notcher Serial # 2HN-169
		Radiant Heater
		Lumber Racking
330108457/201000066339	Aishka Express Inc.	2022 Toyota 8FGU30 6000LB Pneumatic Forklift Model: 8FGU30 Serial#: C2350
330108457/201000061929	Aishka Express Inc.	2001 Load Lifter Model: 2422-6C Serial#: 2391
		Arctic Shelter 70FT/30/22
330108457/201000072018		Equipment and Forklift
586471-84202	Aishka Express Inc.	New 563C Vanieri 5.63 Wheel Loader Box Serial# 28251 c/w Metal Pless Liverboxx Serial#: S519
		New Skyjack dual fuel with outriggers Serial#: SJ6826
336752027/201000049070/201000061951	Aishka Express Inc. 2016	Pallet manufacturing equipment and all attachment and accessories as per lease attached
		Pallet system
		Pallet Chief IV Nailer, Lumber Rack
		Lumber Rack
		Toyota Forklift Model: 7FGCU15 Serial#: 67169

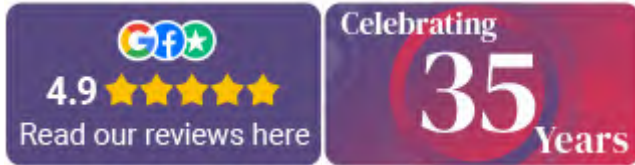
Thanks,

Paula Amaral, CPA, CMA | **Senior 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: Essa Jay <essajeya@hotmail.com>
Sent: Sunday, December 1, 2024 12:05 PM
To: Paula Amaral <pamaral@spergel.ca>
Subject:

Hi Paula,

Can I get the boxes on Monday? Because I going to do the unfilled detail tomorrow. I am missing some original papers. So it would be a great help if I could pick up those tomorrow

Thanks!

ESSA JEYA

Cassandra Glover

From: Paula Amaral
Sent: Tuesday, January 28, 2025 3:18 PM
To: Essa Jay; Mukul Manchanda
Cc: sssmall; Dharam Tiwana; Tim Hogan; Cassandra Glover
Subject: RE: Request for Release Letter to Allow Payment Settlement
Attachments: Re: Aishka

Hi Essa,

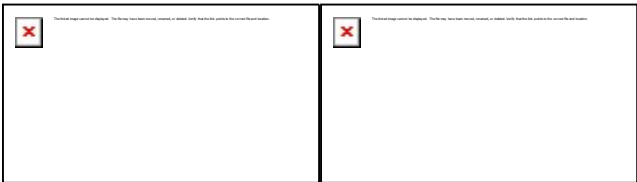
We are addressing this matter with BVD and our legal counsel.

We have not heard from you with respect to the email sent to you requesting the missing assets. Please provide the location of the assets as per the attached email.

Also, please provide an update on the status of the HST filings and audits.

Regards,

Paula Amaral, CPA, CMA | Senior 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: Essa Jay <essajeya@hotmail.com>

Sent: Monday, January 27, 2025 5:06 PM

To: Paula Amaral <pamaral@spergel.ca>; Mukul Manchanda <mmanchanda@spergel.ca>

Cc: sssmall <sssmall@rogers.com>

Subject: Request for Release Letter to Allow Payment Settlement

Hi Paula,

I am writing regarding the outstanding payments that were originally authorized to be collected by BVD CAPITAL CORPORATION, as per the legal agreement between our corporation and the factoring company.

It has come to our attention that BVD Capital Corporation has encountered delays in collecting the payments. As the factoring company is the initially authorized entity for collecting these payments, this delay may lead to complications such as missed due dates or additional charges imposed by the factoring company, which could render the payment ineffective.

In light of this situation, we kindly request you issue a release letter to our clients, authorizing them to settle the outstanding payments directly with BVD. Allowing this adjustment will help expedite the settlement process and prevent any further impact on the due dates or unnecessary charges.

We kindly urge you to understand the urgency and importance of this matter. Your cooperation will help streamline the process and ensure timely resolution.

Thank you for your attention to this matter, and we look forward to your prompt response.

Sincerely,

ESSA JEYA

DIRECTOR

 647-993-2872

APPENDIX “6”

CONTRACT TO AUCTION

| **DATED** this 22 day of April 22, 2025-, 20 .

BETWEEN:

RITCHIE BROS. AUCTIONEERS (CANADA) LTD., having its head office at 9500 Glenlyon Parkway, in the city of Burnaby, in the province of British Columbia, V5J 0C6
Web Site: www.rbauction.com

(the “**Auctioneer**”)

OF THE FIRST PART

AND:

msi Spergel inc. solely in its capacity as Court appointed receiver of all the assets, undertakings and properties of AHM Transport Inc., Aishka Express 2016 Inc., Aishka Express Inc., Aishka Recyclimng Inc., and Tanush Transport Inc. having a place of business at 200 Yorkland Blvd., Suite 1100, in the City of Toronto, in the Province of Ontario.

Attention: Mukul Manchanda
Telephone No. 416-498-4314
E-Mail Address mmanchanda@spergel.ca

And Philip H. Gennis
Telephone No. 416-498-4325
E-Mail Address pgennis@spergel.ca

(in such capacity, the “**Receiver**”)

OF THE SECOND PART

TERMS AND CONDITIONS OF THIS CONTRACT

Agreement

The Receiver is entering into this Contract solely in its capacity as and pursuant to its rights as a Court-appointed receiver of all the assets, undertakings and properties of AHM Transport Inc., Aishka Express 2016 Inc., Aishka Express Inc., Aishka Recycling Inc., and Tanush Transport Inc. appointed pursuant to the Order of the Ontario Superior Court of Justice, Commercial List (the “**Court**”) made on September 16, 2024 (the “**Appointment Order**”).

For valuable consideration, the above parties enter into this Contract (the "Contract") which sets out their respective rights, obligations and undertakings regarding the sale by unreserved public auction of all those items described on Schedule "A" attached hereto (the "Equipment").

SECTION 1: AUCTIONEER'S OBLIGATIONS AND RESPONSIBILITIES

- 1.01 Sale Date** – The Auctioneer shall, as agent of the Receiver, offer the Equipment for sale at unreserved public auction on a date to be determined in the Township of Amaranth in the Province of Ontario.
- 1.02 Payment** – The Auctioneer shall make payment to the Receiver within twenty-one (21) days after the auction, the amount due and owing to the Receiver from monies collected from the sale of the Equipment after making all deductions permitted under this Contract (collectively, the "**Receiver's Payment**").
- 1.03 Commission** – The Auctioneer shall be entitled, at the time of the auction, to a commission based on the gross sale price of the Equipment or any part thereof, as follows:
- (a) Ten (10%) Percent for any lot in excess of \$3,000.00; and
 - (b) for any lot realizing \$3,000.00 or less, with a minimum fee of \$195.00 per lot.
- 1.04 Other** – The Auctioneer shall:
- (a) allow the Receiver access to records concerning the sale of the Equipment at the auction, excluding the names or contact information of the buyers thereof;
 - (b) supervise the preparation and organization of the auction;
 - (c) provide auctioneers and accountants required for an auction of this type;
 - (d) provide listing catalogs of the lots offered for sale to potential buyers at the auction; and
 - (e) collect and remit Federal and Provincial sales tax arising upon the sale of the Equipment at the auction.

SECTION 2: RECEIVER'S REPRESENTATIONS AND WARRANTIES:

2.01 Title and Condition

The Receiver represents and warrants that:

- (a) based on the granting of the Appointment Order, it has due and lawful authority to sell the Equipment and subject to a Court Order approving a sale by auction, to proceed with the Auction and to provide for the sale of the Equipment to the buyer free and clear of any registered and unregistered liens, security interests, tax or duty obligations or other financial encumbrances or contrary claims whatsoever ("**Encumbrances**"); and

Initials _____ *es*

(b) the Receiver and its signatories are duly authorized to enter into this Contract

2.02 **As Is, Where Is** -- The Auctioneer acknowledges that the Receiver is providing and the Auctioneer is auctioning the Equipment on an “as is, where is” and “without recourse” basis, including, without limitation, whatever defects, conditions, impediments, hazardous materials or deficiencies may exist with respect to the Equipment, whether patent or latent. The Auctioneer further acknowledges and agrees that it has entered into this Contract on the basis that the Receiver has not guaranteed and will not guarantee title to or marketability, use or quality of the Equipment, that the Auctioneer has conducted such inspections of the condition and title to the Equipment as it deems appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to title, encumbrance, description, fitness for purpose, environmental compliance, merchantability, condition or quality, or in respect of any other matter or thing whatsoever concerning the Equipment, or the right to sell, assign, convey or transfer same, save and except as expressly provided in this Contract. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act*, R.S.O. 1990, c. S.1, do not apply hereto and/or have been waived by the Auctioneer. The description of the Equipment contained in this Contract is for the purpose of identification only and no representation, warranty or condition has or will be given by the Receiver concerning the accuracy of such description.

SECTION 3: RECEIVER’S RESPONSIBILITIES:

3.01 **Refurbishing** – The Receiver shall reimburse the Auctioneer for:

- (a) welding, sandblasting, painting, cleaning, and refurbishing (the “**Refurbishing**”) of any part of the Equipment and reimburse the Auctioneer for these costs plus ten percent (10%) provided that all such costs are approved by the Receiver., and
- (b) cost of fuel and batteries as the Auctioneer deems necessary for demonstration and sale of the Equipment.

3.02 **Delivery** –

The Receiver shall deliver the Equipment, at the Receiver’s cost, to the auction site together with all documents evidencing the Receiver’s security interest and title in and to the Equipment, and/or necessary to transfer title to the Equipment, properly endorsed. The Receiver hereby assigns Power of Attorney to the Auctioneer for the limited purpose of executing on the Receiver’s behalf all documents required to transfer title to, and permit registration or ownership of, any part of the Equipment by the purchaser thereof.

Initials _____ es

3.03 Searching and Title Documents – The Receiver:

- (a) authorizes the Auctioneer to conduct whatever title searches are deemed necessary by the Auctioneer, however in no case shall the Auctioneer have a duty to conduct such searches, nor be responsible for the result thereof; and
- (b) shall pay a lien search fee of \$70 per unit of Equipment; and
- (c) shall pay a document administration fee of \$115 per unit for each item of Equipment requiring title or registration documents.

3.04 Risk of Loss, Insurance

- (a) The Receiver shall be responsible for loss or damage to the Equipment, other than loss or damage arising as a result of the negligence of the Auctioneer, its agents or employees, until the earliest of:
 - i. the removal of the Equipment from the auction site by the purchaser; or
 - ii. receipt by the Receiver of all proceeds from the sale of the Equipment; and
- (b) insure the Equipment, with Auctioneer as additional insured, to their fair market value against all perils so that in the event of damage to, or destruction of, the Equipment or any part thereof, all insurance proceeds shall be credited to the gross proceeds of the auction and payment made to Auctioneer forthwith for all deductions permitted by this Contract; and
- (c) upon request, provide the Auctioneer with a copy of the insurance certificate, or other documentation evidencing Auctioneer as an additional insured, to the satisfaction of Auctioneer.

3.05 Indemnity – The Receiver shall defend, indemnify and save the Auctioneer, its parents, subsidiaries and affiliates, and each of their officers, directors, shareholders, employees, and agents, harmless against all claims, demands, suits, actions, causes of action, damages, costs or charges arising from:

- (a) any breach of the representations, warranties or covenants set out herein;
- (b) encumbrances against or defects in title to, or taxes or duties payable in respect of, the Equipment or any part thereof;
- (c) hazardous materials associated with the Equipment or contamination resulting from any leakage, spills, or malfunction of the Equipment;
- (d) deficiencies in the provision of documents required for the purpose of titling or registering any part of the Equipment by any purchaser thereof;
- (e) any deficiency in the compliance with applicable environmental and/or safety laws, rules or regulations; and
- (f) any negligence, unlawful act, or willful misconduct of the Receiver in connection with this Contract.

Initials _____ *es*

- 3.06 No Buybacks, Unreserved Auction Sale** – The Receiver shall not bid, directly or indirectly, nor allow any other person to bid on the Receiver's behalf or for the Receiver's benefit, by agency or otherwise, on the Equipment or any part thereof at the auction.

The Receiver acknowledges the auction is unreserved and the Auctioneer shall have no obligation or duty to withdraw the Equipment or any part thereof from the auction sale or to cancel the auction. The Equipment shall be sold to the highest bidder on the date of the auction.

- 3.07 No Guarantee** – The Receiver acknowledges that there is no guarantee whatsoever as to the gross proceeds to be realized from the sale of the Equipment at auction.

- 3.08 Specific Performance** – The Receiver shall not withdraw, except as the result of a court order, the Equipment or any part thereof from the auction sale. If the Receiver is in breach of this provision within forty (40) days prior to the auction, then in addition to any other remedies set out in this Contract, the parties hereto agree:

- (a) the damages to the Auctioneer's business reputation and customer relations are not readily ascertainable;
- (b) available remedies at law are not adequate in the event of breach; and
- (c) the Auctioneer may not be made whole solely by monetary recompense;

therefore, the Auctioneer may elect, at its sole option, to apply for an order for specific performance of this Contract and the Receiver hereby waives all rights to object to such application.

SECTION 4: MUTUAL AGREEMENTS

- 4.01 Timeliness** – Time is of the essence of this Contract.

- 4.02 Waiver** – A waiver by either party of any breach of any of the provisions herein shall be limited to such particular instance and shall not operate as a waiver of, or be deemed to waive, any other or future breaches of the same or any other provisions hereof.

- 4.03 Legal Costs** – Should either party be required to participate in any action or proceeding in respect of this Contract, the prevailing party shall be entitled to recover all costs, including attorney's fees, incurred as a result thereof.

- 4.04 Prohibition of Pre-Sale** – Neither the Auctioneer nor the Receiver shall sell or offer for sale any part of the Equipment prior to the auction without the written permission of the other.

- 4.05 Default by Receiver:**

If:

- (a) the Receiver willfully withdraws or is unable to timely deliver the Equipment or any part thereof other than for reasons beyond its control, or any documents

Initials _____ *es*

required hereunder, or if the auction sale does not occur as a result of the actions or inaction of the Receiver; or

- (b) the Receiver, directly or indirectly, bids or permits another to bid on the Receiver's behalf or for the Receiver's benefit, by agency or otherwise, on the Equipment or any part thereof at the auction;
 - (c) the Receiver's representations and warranties set out in Section 2 hereof are not true, complete and correct in all respects; or
 - (d) the Receiver fails to prepare either the Equipment or the Site in a timely manner;
- then:
- (e) commissions shall be payable to the Auctioneer upon demand, based upon the fair market value of any withdrawn or undelivered parts of the Equipment as if they had been sold;
 - (f) any advances made by the Auctioneer to the Receiver together with accrued interest shall become due and repayable immediately; and
 - (g) the Receiver will upon demand, reimburse the Auctioneer for all out-of-pocket expenses incurred in preparation for the auction.

In the event the Receiver is in violation of subparagraph 4.05 (b), in addition to any other rights or remedies the Auctioneer may have under this Contract, the Auctioneer shall, at its sole discretion, have the right to sell or re-sell the Equipment by public or private sale and Receiver shall pay to the Auctioneer as liquidated damages in addition to all other amounts due hereunder, an amount equal to twenty-five percent (25%) of the proceeds realized from such sale or resale.

4.06 Auctioneer's Right to Withdraw From Contract / Rescind Sale – Notwithstanding any other provisions of this Contract, the Auctioneer shall have the right, at its discretion, to (i) withdraw from this Contract and its obligations hereunder shall be unenforceable by the Receiver, or (ii) rescind the sale of the Equipment to a purchaser in whole or in part, if:

- (a) there are any registered or unregistered liens, security interests, mortgages, tax or duty obligations or other encumbrances or contrary claims against the Equipment senior to those of the Receiver and not vested out pursuant to a Court Order;
- (b) there is insufficient equity in the Equipment or any part thereof to pay the Auctioneer's commission and advances after title is cleared; or
- (c) the Receiver is in breach of any of its representations or warranties hereunder.

If, pursuant to this section, the Equipment or any part thereof is not sold at the auction, such equipment shall be deemed to have been withdrawn by Receiver and the provisions of subparagraph 4.05(d), (e) and (f) shall apply.

4.07 Repayment of Deficiency – Notwithstanding any other provision of this Contract, if the Equipment or any part thereof is sold by the Auctioneer, any deficiency resulting from the lack of the Receiver's equity therein shall be paid to the Auctioneer upon demand.

- 4.08 Use of Equipment** – The Receiver authorizes the Auctioneer to operate the Equipment for purpose of setting up and demonstrating it at the auction.
- 4.09 Lots** – The Auctioneer shall divide the Equipment into such lots as it may in its absolute discretion deem desirable for sale at the auction. The Auctioneer shall not be liable for any loss or damages claimed in respect of the manner in which the Equipment is divided into lots nor in respect of any failure to divide the Equipment into lots.
- 4.10 Transaction Fee** – The Receiver acknowledges that the Auctioneer may charge purchasers a transaction fee based on the selling price of each lot.
- 4.11 Collection of Proceeds** – The Auctioneer shall collect the full proceeds from the sale of the Equipment and the Receiver:
- (a) assigns to the Auctioneer all amounts payable to the Auctioneer hereunder, including commission, and any advances, together with interest thereon which shall be repayable at the time of the sale;
 - (b) directs remaining funds realized from the sale of the Equipment to be paid to any perfected security holders having an interest senior to that of the Receiver, if any; and
 - (c) directs all remaining funds to be paid to the Receiver.
- 4.12 Auctioneer's Right of Set-Off** – The Auctioneer may, in its discretion, apply any proceeds from the sale of the Equipment towards any outstanding amounts otherwise due and owing to the Auctioneer in connection with any purchases, deficiencies or services rendered by the Auctioneer.
- 4.13 Uncollected Proceeds** – The Auctioneer may, as it deems necessary, re-auction any part of the Equipment not sold or paid for at the auction and the Receiver acknowledges that no monies shall be payable by the Auctioneer for any part of the Equipment until it has been paid for in full by the purchaser thereof.
- 4.14 Creation of Lien** – In addition to any other rights or remedies available to Auctioneer, this Contract creates a lien and charge upon the Assets and may be registered under any applicable personal property security legislation as may be in effect from time to time and entitles Auctioneer to seize and retain possession of the Assets as security for, and/or to sell the Assets to recover, all sums owing hereunder.
- 4.15 Entire Agreement** – This Contract:
- (a) constitutes the entire agreement between the parties and supersedes and takes the place of all prior contracts, understandings, representations or warranties;
 - (b) may not be amended except in writing. There are no understandings, agreements, promises, terms, conditions, or warranties expressed or implied, whether orally or by law, statute or trade usage, other than as specifically stated herein; and
 - (c) shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Initials _____ *es*

4.16 Internet Bidding and Timed Auction Lot System – The Auctioneer may in its sole discretion offer certain lots for sale, in conjunction with its public unreserved auction, to registered bidders using its proprietary online bidding service or using its silent “timed auction lot” system. The Auctioneer shall use its best effort to ensure that such technologies and systems are available at all auctions for which they have been advertised, however at any given sale

- (a) only those lots which the Auctioneer deems appropriate shall be offered using such technologies and systems, and
- (b) certain circumstances concerning the Internet and the technology in use are beyond the Auctioneer’s control, and such systems may not be available at any given time or auction.

The Receiver agrees that the Auctioneer shall be held harmless from any and all claims, demands, suits, actions, causes of action, damages, costs or charges arising from the Auctioneer’s decision whether or not to use such technologies or systems or its failure to offer such systems at any time.

4.17 Force Majeure – Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any term of this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fires, strikes, floods, adverse weather that has the potential to injure persons or damage property, acts of war, terrorism, riot, or public disorder, acts of God, lawful acts of public authorities or electronic failures and internet service provider disruptions.

4.18 Jurisdiction – This Contract is subject to and governed by the laws of the Province of Ontario. Any legal action brought by the Receiver arising from or relating to this Contract shall be litigated exclusively in a court of competent jurisdiction in Brampton, Ontario, and the parties irrevocably attorn to the exclusive jurisdiction of such courts for the resolution of such disputes. Any legal action brought by the Auctioneer arising from or relating to this Contract shall be litigated exclusively in a court of competent jurisdiction in Brampton, Ontario, , and the parties irrevocably attorn to the exclusive jurisdiction of such courts for the resolution of such disputes.

4.19 Notice – Any notice given hereunder shall be delivered by prepaid registered mail to the parties hereto at the address set out on page 1, with any notice to the Auctioneer sent to the attention of Legal Affairs at legal@ritchiebros.com.

4.20 Capacity and Independent Legal Advice – It is acknowledged by the Auctioneer that the Receiver is entering into this Contract solely in its capacity as the Court-appointed Receiver of the assets, undertakings and properties of Ballo Carriers Inc. et al, and that the Receiver shall have absolutely no personal or corporate liability under or as a result of this Contract in any respect, Each of the parties further acknowledges and declares that (i) it has had an adequate opportunity to read and consider this Contract and to obtain such advice in regard to it as it considers advisable, including, without limitation, independent legal advice; (ii) it fully understands the nature and effect of this Contract; and (iii) this Contract has been duly executed voluntarily.

Initials _____ *es*

- 4.21 Headings** – All headings in this Contract are for reference purposes only and this Contract shall be interpreted without reference to such headings.
- 4.22 Severability** - If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Contract will remain in full force and effect.
- 4.23 Execution by Facsimile, Electronic Transmission and Counterpart** – This Contract may be executed by fax, PDF, or other electronic transmission and in counterpart, each of which when taken together shall be deemed to constitute an original and form part of the same document, and, upon acceptance by the Auctioneer, be effective and binding on both parties.
- 4.24 Privacy** – Information provided in this Contract will be retained by the Auctioneer in accordance with its formal Privacy Statement, provided on the Auctioneer's website at www.rbauction.com.
- 4.25 Further Assurances** - The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Contract.

IN WITNESS WHEREOF this Contract has been executed by the parties hereto as of the date first above written.

MSI SPERGEL INC., SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF AHM TRANSPORT INC., AISHKA EXPRESS (2016) INC., AISHKA EXPRESS INC., AISHKA RECYCLING INC., AND TANUSH TRANSPORT INC.

(COMPANY – Name of Receiver)

Per: _____
(Signature)

Mukul Manchanda, Managing Partner
(Print Name of person signing)

Cust. #:

RITCHIE BROS. AUCTIONEERS (CANADA) LTD.

Per: Eva Smoluch
(Signature)
Eva Smoluch
Director, National Accounts Finance and Insolvency
(Print Name)

Initials _____ es

SCHEDULE A

Vendor	Year	Make	Vin No.	Possession
RBC Leasing	2019	Utility	1UYVS2536K7467630	Y
RBC Leasing	2017	Utility	1UYVS2531HG876403	Y
RBC Leasing	2019	Vanguard	5V8VC5320KM905564	Y
RBC Leasing	2019	Vanguard	5V8VC5324KM905566	Y
RBC Leasing	2018	CIMC	527SR5326JM012648	Y
RBC Leasing	2018	CIMC	527SR5323JM012056	Y

Initials _____ *es*

Attached to and forming part of
CONTRACT TO AUCTION

LIENHOLDER INFORMATION

OWNER NAME: _____
SALE SITE: _____ SALE DATE: _____

Sch A #	Lienholder	Contact Person	Phone # & Fax #	Amount

To Whom It May Concern:

The undersigned party hereby authorizes RITCHIE BROS. AUCTIONEERS (CANADA) LTD. (the "Auctioneer") to conduct searches and contact creditors as required for the disclosure of liens, charges and encumbrances and to determine amounts claimed against the equipment (the "Equipment") described on the attached Schedule "A". The undersigned further consents to the release to the Auctioneer of any and all information pertaining to any such lien, charge or other encumbrance or security interest claimed in any assets of the undersigned.

Dated this _____ day of _____, 20____

msi Spergel inc. _____
Name of Receiver

Signature

Name of Signatory (if different from Receiver)

Position

OWNER CODE: _____

Initials _____ *es*

APPENDIX “7”

Harrison Pensa LLP

PERSONAL PROPERTY SECURITY ACT (ONTARIO)
SEARCH SUMMARY WITH RESPECT TO:
AISHKA EXPRESS INC.

eSummary Requested By: Olivia Rajsp
PPSA Enquiry ID: 992334
File Currency: 19SEP 2024

DISCLAIMER:

This report was produced by a compilation of data retrieved from the Personal Property Registration System, Ministry of Government Services, Government of Ontario. Dye & Durham Corporation is not responsible for the accuracy, reliability or currency of the information provided by this external source. The purchaser of this report has agreed with consideration at the time of purchase to assume all liability and further indemnify Dye & Durham Corporation for any and all damages and costs resulting from any matter related to the content of this report. Users wishing to rely upon this information should consult directly with the source of the information. No liability is undertaken by Dye & Durham

Corporation regarding the completeness, correctness or the interpretation or use which may be made of this report.

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.														
						CG	I	E	A	O	MV									
1.	506051793 PPSA *** THIS REGISTRATION HAS BEEN DISCHARGED **	2	20240604 1549 1793 2697 Reg. 6 year(s)	AISHKA EXPRESS INC.	TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.			X												
		General Collateral Description: MATERIAL HANDLING EQUIPMENT TOGETHER WITH ALL PARTS, ATTACHMENTS, ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS, AND OTHER EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN WITH ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE, CHATTEL PAPER AND INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT)																		
		5	20240826 1402 1462 4635 C DISCHARGE	AISHKA EXPRESS INC.																
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.														
						CG	I	E	A	O	MV									
2.	505928196 PPSA	6	20240531 1257 1532 1678 Reg. 04 year(s)	AISHKA EXPRESS INC.	CANADIAN DEALER LEASE SERVICES INC.			X		X	X									
					BANK OF NOVA SCOTIA - DLAC															
					Amount Secured: \$219717.23															
					2024 LAND ROVER RANGE ROVER (VIN: SALKPBE95RA226381)															
General Collateral Description: OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES																				
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.														
						CG	I	E	A	O	MV									
3.	505289187	8	20240510 1401 1532 1322	AISHKA EXPRESS INC.	FORD CREDIT CANADA LEASING,															

	PPSA		Reg. 4 year(s)		DIVISION OF CANADIAN ROAD LEASING COMPANY			X		X	X
		Amount Secured: \$0 No Fixed Maturity Date 2024 LINC NAVIG (VIN: 5LMJJ3LG9REL08854)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
4.	505127484 PPSA	9	20240507 0803 1793 9835 Reg. 5 year(s)	AISHKA EXPRESS INC.	ROYAL BANK OF CANADA		X	X	X	X	X
		10	20240513 0805 1793 0353 A AMENDMENT	AISHKA EXPRESS INC.							
		Reason for Amendment: AMENDED TO ADD A GENERAL COLLATERAL DESCRIPTION General Collateral Description: PURSUANT TO SECTIONS 30(6) AND 52(2) OF THE PERSONAL PROPERTY SECURITY ACT, THIS IS A RE-REGISTRATION OF REFERENCE FILE NO. 739389852, REGISTRATION NO. 20180515143715308514 WHICH EXPIRED IN ERROR ON MAY 15, 2023.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
5.	504813213 PPSA	12	20240426 1109 1902 2745 Reg. 03 year(s)	AISHKA EXPRESS INC. THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983)	11302078 CANADA LTD. O/A SHEAVES CAPITAL				X	X	
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
6.	501504399	13	20231227 1357 1532 2155	AISHKA EXPRESS INC.	RCAP LEASING INC.						

	PPSA		Reg. 06 year(s)					X	X	X	X
		2023 VINIERI 563C (VIN: 28251) General Collateral Description: 1 NEW 2023 VENIERI WHEEL LOADER 563C SN 28251 CW 1 METAL PLESS LIVEBOXX SN S519 AND 1 NEW 2023 SKYJACK SJ6826 DUAL FUEL WITH OUTRIGGERS SN A200006550 ALL EQUIPMENT FROM TIME TO TIME LEASED BY THE SECURED PARTY TO THE DEBTOR AS DESCRIBED ON LEASES, CONDITIONAL SALES AGREEMENTS AND ANY OTHER FINANCING AGREEMENTS ENTERED INTO BETWEEN THE SECURED PARTY AND THE DEBTOR FROM TIME TO TIME AND ANY PROCEEDS THEREOF, TOGETHER WITH ALL REPLACEMENT PARTS, ACCESSORIES AND ATTACHMENTS.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
7.	798106041 PPSA	16	20231016 1449 1902 1493 Reg. 07 year(s)	AISHKA EXPRESS INC	TPINE LEASING CAPITAL CORPORATION			X			X
		Amount Secured: \$416970 2024 CIMC REEFER (VIN: 2SHSR5332RS004074) 2024 CIMC REEFER (VIN: 2SHSR5334RS004075) 2024 CIMC REEFER (VIN: 2SHSR5336RS004076) General Collateral Description: THERMOKING C-600 REEFER SNO.6001383277 THERMOKING C-600 REEFER SNO.6001385350 THERMOKING C-600 REEFER SNO.6001385351									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
8.	798106122 PPSA	18	20231016 1453 1902 1495 Reg. 07 year(s)	AISHKA EXPRESS INC	TPINE LEASING CAPITAL CORPORATION			X			X
		Amount Secured: \$277980									

		2024 CIMC REEFER (VIN: 2SHSR5338RS004077) 2024 CIMC REEFER (VIN: 2SHSR533XRS004078) General Collateral Description: THERMOKING C-600 REEFER SNO. 6001385355 THERMOKING C-600 REEFER SNO. 6001385360									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
9.	793350432 PPSA	19	20230516 1046 1532 3796 Reg. 04 year(s)	AISHKA EXPRESS INC.	ROYAL BANK OF CANADA			X		X	
General Collateral Description: EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000072018 EQUIPMENT DESCRIPTION 10 DELL LAPTOPS AND 35 LED SCREENS MODEL SSD 256 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.											
		23	20230719 1605 1532 3409 A AMENDMENT	AISHKA EXPRESS INC.				X		X	
Reason for Amendment: ADD SERIAL AND GENERAL COLLATERAL AND ALSO ADD EQUIPMENT ADDRESS 2023 TOYOTA 8HBW23 (VIN: 67195) 2023 GNB M90004S24MARG (VIN: FAC0167) 2023 TOYOTA 8HBW23 (VIN: 67196) 2023 GNB M90004S24MARG (VIN: FAC0168) 2021 TOYOTA 8FGCU25 (VIN: C7369) General Collateral Description: DELETED EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000072018 EQUIPMENT DESCRIPTION 10 DELL LAPTOPS AND 35 LED SCREENS MODEL SSD 256 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,											

REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. ADDED EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000072018 EQUIPMENT DESCRIPTION 10 DELL LAPTOPS AND 35 LED SCREENS MODEL SSD 256 2023 TOYOTA 8HBW23 4500 LB ELECTRIC WALKIE PALLET TRUCK C/W 2023 GNB M90004S24MARG BATTERY/CHARGER PACK 24V 4C, 2021 TOYOTA 8FGCU25 5000 LB IC CUSHION FORKLIFT TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. 2023 TOYOTA 8HBW23 67195 2023 GNB M90004S24MARG FAC0167 2023 TOYOTA 8HBW23 67196 2023 GNB M90004S24MARG FAC0168 2021 TOYOTA 8FGCU25 C7369									
34	20230913 1704 1532 5750	AISHKA EXPRESS INC.						X	X
	A AMENDMENT								
Reason for Amendment: UPDATED SERIAL AND GENERAL COLLATERAL 2021 TOYOTA 8FGCU25 (VIN: C4491) General Collateral Description: DELETED EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000072018 EQUIPMENT DESCRIPTION 10 DELL LAPTOPS AND 35 LED SCREENS MODEL SSD 256 2023 TOYOTA 8HBW23 4500 LB ELECTRIC WALKIE PALLET TRUCK C/W 2023 GNB M90004S24MARG BATTERY/CHARGER PACK 24V 4C, 2021 TOYOTA 8FGCU25 5000 LB IC CUSHION FORKLIFT TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. ADDED EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000072018 EQUIPMENT DESCRIPTION NEW COMPRESSOR COMPUTER HARDWARE , CAMERA CABLING AND INSTALLATION FOR 30 CAMERA 10 DELL LAPTOPS AND 35 LED SCREENS MODEL SSD 256 2021 TOYOTA 8FGCU25 5000 LB IC CUSHION FORKLIFT 2023 TOYOTA 8HBW23 4500 LB ELECTRIC WALKIE PALLET TRUCK C/W 2023 GNB M90004S24MARG BATTERY/CHARGER PACK 24V 4C, 2021 TOYOTA 8FGCU25 5000 LB IC CUSHION FORKLIFT TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR									

		ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.2021 TOYOTA 8FGCU25 C4491									
46	20230915 1327 1532 1800	AISHKA EXPRESS INC.							X	X	
	A AMENDMENT										
<p>Reason for Amendment: ADD SERIAL AND GENERAL COLLATERAL</p> <p>2023 TOYOTA 8HBW23 (VIN: 69545)</p> <p>2023 TOYOTA 8HBW23 (VIN: 69552)</p> <p>2023 GNB M90004S24MARG (VIN: FFC0065)</p> <p>2023 GNB M90004S24MARG (VIN: FFC0066)</p> <p>General Collateral Description: DELETED EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000072018 EQUIPMENT DESCRIPTION NEW COMPRESSOR COMPUTER HARDWARE , CAMERA CABLING AND INSTALLATION FOR 30 CAMERA 10 DELL LAPTOPS AND 35 LED SCREENS MODEL SSD 256 2021 TOYOTA 8FGCU25 5000 LB IC CUSHION FORKLIFT 2023 TOYOTA 8HBW23 4500 LB ELECTRIC WALKIE PALLET TRUCK C/W 2023 GNB M90004S24MARG BATTERY/CHARGER PACK 24V 4C, 2021 TOYOTA 8FGCU25 5000 LB IC CUSHION FORKLIFT TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. ADDED EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000072018 EQUIPMENT DESCRIPTION NEW COMPRESSOR COMPUTER HARDWARE , CAMERA CABLING AND INSTALLATION FOR 30 CAMERA 10 DELL LAPTOPS AND 35 LED SCREENS MODEL SSD 256 2021 TOYOTA 8FGCU25 5000 LB IC CUSHION FORKLIFT 2023 TOYOTA 8HBW23 4500 LB ELECTRIC WALKIE PALLET TRUCK C/W 2023 GNB M90004S24MARG BATTERY/CHARGER PACK 24V 4C, 2021 TOYOTA 8FGCU25 5000 LB IC CUSHION FORKLIFT 2023 TOYOTA 8HBW23 4500 LB ELECTRIC WALKIE PALLET TRUCK C/W 2023 GNB M90004S24MARG BATTERY/CHARGER PACK 24V 4C, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.2023 TOYOTA 8HBW23 695452023 TOYOTA 8HBW23 695522023 GNB M90004S24MARG FFC00652023 GNB M90004S24MARG FFC0066</p>											

		59	20231221 1353 1532 1424	AISHKA EXPRESS INC.				X		X	
			A AMENDMENT								
		<p>Reason for Amendment: ADDED ASSET</p> <p>2021 TOYOTA 8FGCU25 (VIN: C6546)</p> <p>General Collateral Description: DELETED EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000072018 EQUIPMENT DESCRIPTION NEW COMPRESSOR COMPUTER HARDWARE , CAMERA CABLING AND INSTALLATION FOR 30 CAMERA 10 DELL LAPTOPS AND 35 LED SCREENS MODEL SSD 256 2021 TOYOTA 8FGCU25 5000 LB IC CUSHION FORKLIFT 2023 TOYOTA 8HBW23 4500 LB ELECTRIC WALKIE PALLET TRUCK C/W 2023 GNB M90004S24MARG BATTERY/CHARGER PACK 24V 4C, 2021 TOYOTA 8FGCU25 5000 LB IC CUSHION FORKLIFT 2023 TOYOTA 8HBW23 4500 LB ELECTRIC WALKIE PALLET TRUCK C/W 2023 GNB M90004S24MARG BATTERY/CHARGER PACK 24V 4C, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. ADDED EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000072018 EQUIPMENT DESCRIPTION 2021 TOYOTA 8FGCU25 5,000 LB IC CUSHION FORKLIFT SERIAL NO C6546 NEW COMPUTER HARDWARE LHI - NVR 64 CHANNEL WITH 10 TB AND VARIOUS COMPUTER EQUIPMENT NEW COMPRESSOR COMPUTER HARDWARE , CAMERA CABLING AND INSTALLATION FOR 30 CAMERA 10 DELL LAPTOPS AND 35 LED SCREENS MODEL SSD 256 2021 TOYOTA 8FGCU25 5000 LB IC CUSHION FORKLIFT 2023 TOYOTA 8HBW23 4500 LB ELECTRIC WALKIE PALLET TRUCK C/W 2023 GNB M90004S24MARG BATTERY/CHARGER PACK 24V 4C, 2021 TOYOTA 8FGCU25 5000 LB IC CUSHION FORKLIFT 2023 TOYOTA 8HBW23 4500 LB ELECTRIC WALKIE PALLET TRUCK C/W 2023 GNB M90004S24MARG BATTERY/CHARGER PACK 24V 4C, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.</p>									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
10.	793072368 PPSA	73	20230508 0846 1901 5277 Reg. 06 year(s)	AISHKA EXPRESS INC	TPINE LEASING CAPITAL CORPORATION			X			X
		Amount Secured:									

		\$433495 2022 VOLVO 760 (VIN: 4V4NC9EH4NN305466) 2022 VOLVO 760 (VIN: 4V4NC9EH8NN305454)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
11.	793072521 <i>PPSA</i>	74	20230508 0847 1901 5279 Reg. 06 year(s)	AISHKA EXPRESS INC	TPINE LEASING CAPITAL CORPORATION			X			X
		Amount Secured: \$433000 2022 VOLVO 760 (VIN: 4V4NC9EH8NN305468) 2022 VOLVO 760 (VIN: 4V4NC9EH3NN305457)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
12.	793072584 <i>PPSA</i> *** THIS REGISTRATION HAS BEEN DISCHARGED **	75	20230508 0847 1901 5280 Reg. 06 year(s)	AISHKA EXPRESS INC	TPINE LEASING CAPITAL CORPORATION			X			X
		Amount Secured: \$216500 2022 VOLVO 760 (VIN: 4V4NC9EH0NN305478)									
		76	20240904 1429 1465 3011 C DISCHARGE	AISHKA EXPRESS INC							
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
13.	792287604 <i>PPSA</i>	77	20230412 1411 1901 7142 Reg. 05 year(s)	AISHKA EXPRESS INC.	POLICARO LEASING LTD.	X					X

	*** THIS REGISTRATION HAS BEEN DISCHARGED **												
		Amount Secured: \$134382 Maturity Date: May 30, 2028 2017 HINO 338D-281 (VIN: 2AYNF8JV2H3S13221)											
		78	20240913 1205 1465 6937 C DISCHARGE	AISHKA EXPRESS INC.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.							
						CG	I	E	A	O	MV		
14.	791470818 PPSA *** THIS REGISTRATION HAS BEEN DISCHARGED **	79	20230314 1648 1902 0068 Reg. 06 year(s)	AISHKA EXPRESS INC.	MERIDIAN ONECAP CREDIT CORP.			X		X	X		
		2017 HINO 338D-271 (VIN: 2AYNF8JV2H3S13221) General Collateral Description: TRUCK(S) REEFER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL											
		81	20240821 1442 1465 8256 C DISCHARGE	AISHKA EXPRESS INC.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.							
						CG	I	E	A	O	MV		
15.	791358777 PPSA	82	20230309 1758 9102 4116 Reg. 06 year(s)	AISHKA EXPRESS INC. THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983)	MERCADO CAPITAL CORPORATION			X		X	X		

Page 12 of 39

		Page No.				CG	I	E	A	O	MV
17.	791205192 PPSA	90	20230303 1450 5064 9377 Reg. 07 year(s)	AISHKA EXPRESS INC. TUSHITHA PUVANENTHIRAN (DOB: 04MAY1983)	TFG FINANCIAL CORPORATION			X			X
			2023 GREAT DANE C600 (VIN: 1GR1A0627PW453331) 2024 GREAT DANE C600 (VIN: 1GR1A0624RW601566) General Collateral Description: ONE (1) 2023 GREAT DANE C600 REEFER TRAILER VIN 1GR1A0627PW453331 AND ONE (1) 2024 GREAT DANE C600 REEFER TRAILER VIN 1GR1A0624RW601566 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.								
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
18.	790407009 PPSA *** THIS REGISTRATION HAS BEEN DISCHARGED **	93	20230131 1551 5064 1986 Reg. 06 year(s)	AISHKA EXPRESS INC. THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983)	COAST CAPITAL EQUIPMENT FINANCE LTD.	X		X			X
			2024 VOLVO VNL780 (VIN: 4V4NC9EH6RN340483) General Collateral Description: ONE (1) NEW 2024 VOLVO VNL780 S/N 4V4NC9EH6RN340483 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.								
		96	20230131 1816 5064 2072 A AMENDMENT	AISHKA EXPRESS INC.		X		X			X
			Reason for Amendment: AMEND GENERAL COLLATERAL AMEND ASSET FROM 2024 VOLVO VNL780 (4V4NC9EH6RN340483) TO 2024 VOLVO VNL760 (4V4NC9EH6RN340483)								

		2024 VOLVO VNL760 (VIN: 4V4NC9EH6RN340483) General Collateral Description: ONE (1) NEW 2024 VOLVO VNL760 S/N 4V4NC9EH6RN340483 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.									
		99	20240813 1414 1465 4781 C DISCHARGE	AISHKA EXPRESS INC.							
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
19.	790269912 <i>PPSA</i>	100	20230126 1449 1532 7388 Reg. 04 year(s)	AISHKA EXPRESS INC.	ROYAL BANK OF CANADA			X	X	X	X
		General Collateral Description: EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000072018 EQUIPMENT DESCRIPTION NEW COMPUTER HARDWARE, NEW OFFICE FURNITURE, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.									
		104	20231221 1339 1532 1407 A AMENDMENT	AISHKA EXPRESS INC.				X	X	X	X
		Reason for Amendment: ADDED MORE ASSETS 2021 TOYOTA FORKLIFT 8FGCU25 (VIN: C6546) General Collateral Description: DELETED EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000072018 EQUIPMENT DESCRIPTION NEW COMPUTER HARDWARE, NEW OFFICE FURNITURE, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS,									

		REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. ADDED EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000072018 EQUIPMENT DESCRIPTION 2021 TOYOTA 8FGCU25 5,000 LB IC CUSHION FORKLIFT NEW COMPUTER HARDWARE, NEW OFFICE FURNITURE, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
20.	789183126 PPSA	114	20221209 1254 5064 5424 Reg. 06 year(s)	AISHKA EXPRESS INC.	WELLS FARGO EQUIPMENT FINANCE COMPANY			X			X
		No Fixed Maturity Date 2022 BOBCAT COMPACT TRACTOR CT5555 (VIN: B4W611344) General Collateral Description: 1-2022 BOBCAT COMPACT TRACTOR CT5555 S/N B4W611344. THE GOODS DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. (REFERENCE NO. 050-5782339-001) (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR UPDATED FROM TIME TO TIME)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
21.	785124045 PPSA	119	20220721 1702 1462 3254 Reg. 6 year(s)	AISHKA EXPRESS INC. THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983)	CONCENTRA BANK			X		X	

Collateral Classifications: **CG** = Consumer Goods | **I** = Inventory | **E** = Equipment | **A** = Accounts | **O** = Other | **MV** = Motor Vehicle Included

				TANUSH TRANSPORT INC. PUVANENTHIRAN JEYABALASINGAM (DOB: 29APR1978) THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983)										
<p>General Collateral Description: (2) 2023 VANGUARD THERMOKING C600 REEFER TRAILER TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS THAT ARE GOODS, INTANGIBLES, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, OR MONEY.</p>														
	130	20221213 1933 1531 4577	AISHKA EXPRESS INC.											
		A AMENDMENT												
<p>Reason for Amendment: 1. REMOVE (2) 2023 VANGUARD THERMOKING C600 REEFER TRAILER FROM GENERAL COLLATERAL 2. ADD BELOW ASSET AND VIN # UNDER SERIAL COLLATERAL AND GENERAL COLLATERAL (1) 2023 GREAT DANE 53' TANDEM AIR RIDE "EVEREST SS" HIGH CUBE, FLAT FLOOR REEFER WITH THERMO KING UNIT. SERIAL/VIN# - 1GR1A0626PW453319 2023 GREAT DANE 53' TANDEM AIR RIDE (VIN: 1GR1A0626PW453319) General Collateral Description: 1. REMOVE (2) 2023 VANGUARD THERMOKING C600 REEFER TRAILER 2. ADD - (1) 2023 GREAT DANE 53' TANDEM AIR RIDE "EVEREST SS" HIGH CUBE, FLAT FLOOR REEFER WITH THERMO KING UNIT. SERIAL/VIN# - 1GR1A0626PW453319</p>														
	132	20230111 1931 1531 5972	AISHKA EXPRESS INC.											
		A AMENDMENT												
<p>Reason for Amendment: ADD BELOW ASSET AND VIN# UNDER SERIAL COLLATERAL AND GENERAL COLLATERAL - (1) 2023 GREAT DANE 53' TANDEM AIR RIDE "EVEREST SS" HIGH CUBE, FLAT FLOOR REEFER WITH THERMO KING UNIT. SERIAL/VIN# 1GR1A0625PW453330 2023 GREAT DANE 53' TANDEM AIR RIDE (VIN: 1GR1A0625PW453330) General Collateral Description: ADD (1) 2023 GREAT DANE 53' TANDEM AIR RIDE "EVEREST SS" HIGH CUBE, FLAT FLOOR REEFER WITH THERMO KING UNIT. SERIAL/VIN# 1GR1A0625PW453330</p>														

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
24.	784519461 PPSA	134	20220704 0817 1532 7723 Reg. 5 year(s)	AISHKA EXPRESS INC	THE BANK OF NOVA SCOTIA			X		X	X
<p>Amount Secured: \$195932</p> <p>2021 LAND ROVER RANGE ROVER (VIN: SALGV2SEXMA456147)</p> <p>General Collateral Description: OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES</p>											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
25.	782846946 PPSA	135	20220510 1443 1901 6447 Reg. 06 year(s)	AISHKA EXPRESS INC. THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983)	TFG FINANCIAL CORPORATION			X			X
<p>2021 VOLVO 760 (VIN: 4V4NC9EH2MN268786)</p> <p>General Collateral Description: ONE (1)2021 VOLVO VNL760 VIN 4V4NC9EH2MN268786 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.</p>											
		138	20220510 1858 1902 9120 A AMENDMENT	AISHKA EXPRESS INC.							
<p>Reason for Amendment: ADD ASSET 2019 VOLVO VNR64T300 (4V4WC9EG3KN892427) ADD ASSET 2019 GREAT DANE TANDEM AIR RIDE (1GRAA0628KW153371) ADD ASSET 2019 THERMO KING C600 (6001272354)</p> <p>2019 VOLVO VNR64T300 (VIN: 4V4WC9EG3KN892427)</p>											

		2019 GREAT DANE TANDEM AIR RIDE (VIN: 1GRAA0628KW153371)									
		2019 THERMO KING C600 (VIN: 6001272354)									
		140	20240110 1736 1465 2694 F PART DISCH	AISHKA EXPRESS INC.							
		2019 VOLVO VNR64T300 (VIN: 4V4WC9EG3KN892427)									
		2019 GREAT DANE TANDEM AIR RIDE (VIN: 1GRAA0628KW153371)									
		2019 THERMO KING C600 (VIN: 6001272354)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
26.	782214624 <i>PPSA</i>	142	20220421 1005 1462 4152 Reg. 5 year(s)	AISHKA EXPRESS INC.	SUMMIT CREDIT CORPORATION			X		X	X
		2015 MERCEDEZ SPRINTER 2500 (VIN: WD3BE7DCXFP119496)									
		General Collateral Description: PURSUANT TO ALL SUMMIT CREDIT CORPORATION LEASE AGREEMENT(S) PRESENT AND FUTURE, ALL TANGIBLE AND INTANGIBLE COLLATERAL, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, MODIFICATIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM, BUT NOT LIMITED TO, IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL, SECURITY AGREEMENT(S), TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE OR MONEY, AND A RIGHT TO ANY INSURANCE PAYMENT(S) OR ANY OTHER PAYMENT(S) THAT INDEMNIFIES OR COMPENSATES FOR LOSS OF ANY KIND, DAMAGE OR REPLACEMENT TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL, INCLUDING BUT NOT LIMITED TO THE FOLLOWING, 2015 MERCEDEZ SPRINTER 2500, SERIAL NO WD3BE7DCXFP119496									
		147	20220504 1408 1462 0156 A AMENDMENT	AISHKA EXPRESS INC.							
		Reason for Amendment: TO ADD DEBTORS									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
27.	781775154 PPSA	148	20220405 1639 1902 8541 Reg. 05 year(s)	AISHKA EXPRESS INC.	COAST CAPITAL EQUIPMENT FINANCE LTD.	X		X			
		2017 MANAC DRY VAN (VIN: 2M5921618H1163873) 2017 MANAC DRY VAN (VIN: 2M5921611H1163875) 2017 MANAC DRY VAN (VIN: 2M5921617H1163878) 2017 MANAC DRY VAN (VIN: 2M5921619H1168807) 2017 HYUNDAI DRY VAN (VIN: 3H3V532C6HT190078) General Collateral Description: (4) USED 2017 MANAC 53' TRAILERS S/N 2M5921618H1163873, S/N 2M5921611H1163875, S/N 2M5921617H1163878, S/N 2M5921619H1168807 & (1) USED 2017 HYUNDAI 53' TRAILER S/N 3H3V532C6HT190078 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.									
		152	20240807 1845 1465 2913 F PART DISCH	AISHKA EXPRESS INC.							
		2017 HYUNDAI DRY VAN (VIN: 3H3V532C6HT190078) General Collateral Description: (4) USED 2017 MANAC 53' TRAILERS S/N 2M5921618H1163873, S/N 2M5921611H1163875, S/N 2M5921617H1163878, S/N 2M5921619H1168807 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.									
		155	20240913 1947 1465 7106 F PART DISCH	AISHKA EXPRESS INC.							

		2017 MANAC DRY VAN (VIN: 2M5921618H1163873) 2017 MANAC DRY VAN (VIN: 2M5921611H1163875) 2017 MANAC DRY VAN (VIN: 2M5921617H1163878) General Collateral Description: (3) USED 2017 MANAC 53' TRAILERS S/N 2M5921618H1163873, S/N 2M5921611H1163875, S/N 2M5921617H1163878, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
28.	781463457 PPSA	158	20220328 1034 1901 2712 Reg. 06 year(s)	AISHKA EXPRESS INC.	MERIDIAN ONECAP CREDIT CORP.			X		X	X
		2019 HINO 268 (VIN: 2AYNE8JV1K3S18887) General Collateral Description: TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
29.	780898572 PPSA	160	20220307 1425 8077 8323 Reg. 4 year(s)	AISHKA EXPRESS INC.	ROYAL BANK OF CANADA			X		X	X
		No Fixed Maturity Date 2022 TOYOTA 8FGU30 (VIN: C2350) General Collateral Description: EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000066339 EQUIPMENT DESCRIPTION 2022 TOYOTA 8FGU30 6000 LB IC PNEUMATIC FORKLIFT SECURITY SYSTEM, SAMSUNG 85" QLED TV ,ELECTRONIC. TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND									

		ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.									
		166	20220323 1432 8077 9125 A AMENDMENT	AISHKA EXPRESS INC.							
		Reason for Amendment: ADD DEBTOR									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
30.	780096123 <i>PPSA</i>	167	20220201 1427 8077 7015 Reg. 3 year(s)	AISHKA EXPRESS INC.	ROYAL BANK OF CANADA			X		X	X
		No Fixed Maturity Date 2021 TOYOTA 8HBW23 (VIN: 55964) BATTERY/CHARGER BATTERY/CHARGER (VIN: FLA0308) 2021 TOYOTA 8HBW23 (VIN: 55965) BATTERY/CHARGER BATTERY/CHARGER (VIN: FLA0310) 2NX NOTCHER 2NX NOTCHER (VIN: 2HN169) General Collateral Description: EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000065464 EQUIPMENT DESCRIPTION 2- 2021 TOYOTA 8HBW23 4500 LB ELECTRIC WALKIE PALLET TRUCK C/W BATTERY/CHARGER S/N 55964 ? FLA0308 55965 FLA0310 2NX NOTCHER, S/N 2HN-169 PHONE SYSTEM AND SECURITY CAMERAS,TOSHIBA TV 43" RADIANT HEATER, LUMBER RACKING TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
31.	779685318 PPSA	174	20220114 1644 1901 4613 Reg. 06 year(s)	AISHKA EXPRESS INC.	MERIDIAN ONECAP CREDIT CORP.			X		X	X
			2018 HINO 268 (VIN: 2AYNE8JT9J3S22926) General Collateral Description: TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL								
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
32.	779272524 PPSA	176	20211223 1401 1462 2121 Reg. 6 year(s)	AISHKA EXPRESS INC.	FINLOC 2000 INC.			X		X	X
			2014 UTILITY VS2 (VIN: 1UYVS2534EM899316) 2015 WABASH RFA (VIN: 1JJV532B5FL865990) 2019 HYUNDAI 53' TRAILER (VIN: 3H3V532CXKT346100)								
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
33.	779001417 PPSA	178	20211213 1702 1462 8481 Reg. 6 year(s)	AISHKA EXPRESS INC. THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983)	CONCENTRA BANK			X			X
			No Fixed Maturity Date 2018 VOLVO VNL670 (VIN: 4V4NC9EH1JN888167) 2019 VOLVO VNL760 (VIN: 4V4NC9EH9KN900941)								

		General Collateral Description: INCLUDING ALL ACCESSORIES AND ATTACHMENTS PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL COLLATERAL CLASSIFICATION - EQUIPMENT									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
34.	777567033 PPSA	181	20211022 1627 8077 2942 Reg. 3 year(s)	AISHKA EXPRESS INC.	ROYAL BANK OF CANADA			X		X	
No Fixed Maturity Date											
General Collateral Description: EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000064047 EQUIPMENT DESCRIPTION 1 X CHICAGO PNEUMATIC QRS25HP AIR COMPRESSOR WITH ATTACHMENTS AND AIR COMPRESSOR POWER SUPPLY & HOOK UP 1 X SECURITY SYSTEM WITH HP SCREEN WITH DUAL ARM MONITOR MOUNT, 42" LED TV, 2 DOOR ACCESS CONTROL SYSTEM, 2 X HD IP PHONE & 1 X IP 7000 CONFERENCE PHONE WITH HD IP 4MP CAMERAS TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
35.	776451762 PPSA	187	20210916 1318 1532 4586 Reg. 06 year(s)	AISHKA EXPRESS INC THUSHITA PUVANENTHIRAN (DOB: 04MAY1983) PUVANENTHIR THUSHITHA (DOB: 04MAY1983) THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983)	THE BANK OF NOVA SCOTIA			X		X	X
Amount Secured: \$77695.26											

		2021 CHEVROLET SILVERADO 1500 (VIN: 1GCUYEEDXMZ402919) General Collateral Description: OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE AND THE PROCEEDS OF THOSE VEHICLES									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
36.	775453464 PPSA	189	20210816 1537 1901 6945 Reg. 05 year(s)	TANUSH TRANSPORT INC. THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983) JEYABALASINGAM PUVANENTHIRAN (DOB: 29APR1978) AISHKA EXPRESS INC.	EQUIREX, A DIVISION OF BENNINGTON FINANCIAL CORP.			X		X	X
		Maturity Date: August 15, 2026 2015 VOLVO VVN (VIN: 4V4NC9EH5FN914924) 2016 GREAT DANE GREAT DANE (VIN: 1GRAA0625GW700569) 2017 VOLVO 780 (VIN: 4V4NC9EH1HN963945) 2015 VOLVO 780 (VIN: 4V4NC9EH7FN925424) 2016 FREIGHTLINER CASCADIA (VIN: 1FUJGLD5XGLGT7487) 2016 FREIGHTLINER CASCADIA (VIN: 1FUJGLD54GLGT7484) General Collateral Description: PURSUANT TO LEASE AGREEMENT 20005385, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 20005385 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING ONE 1 2015 VOLVO VVN TRUCK ONE 1 2016 GREAT DANE REEFER TRAILER C/W THERMOKING UNIT S/N- 6001171908 ONE 1 2017 VOLVO 780 TRUCK ONE 1 2015 VOLVO 780 TRUCK ONE									

		1 2016 FREIGHTLINER CASCADIA HIGHWAY TRACTOR ONE 1 2016 FREIGHTLINER CASCADIA HIGHWAY TRACTOR									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
37.	774827505 <i>PPSA</i>	195	20210727 1431 8077 9518 Reg. 3 year(s)	AISHKA EXPRESS INC.	ROYAL BANK OF CANADA			X		X	X
No Fixed Maturity Date											
2020 TOYOTA 8FGCU30 (VIN: C2783)											
2021 TOYOTA 8HBW23 (VIN: 53858)											
2021 TOYOTA 8HBW23 (VIN: 53857)											
General Collateral Description: EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000062506 EQUIPMENT DESCRIPTION 2020 TOYOTA 8FGCU30 FORKLIFT S/N C2783, 2021 TOYOTA 8HBW23 ELECTRIC WALKIE PALLET TRUCK S/N 53858, 2021 TOYOTA 8HBW23 ELECTRIC WALKIE PALLET TRUCK S/N 53857, (7) HP 17 COMPUTERS, OFFICE FURNITURE, NETWORK CABLE AND PHONE SYSTEM & SECURITY CAMERA AND FRONT DOOR CARD READER. TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.											
		202	20240621 1705 1532 6543 B RENEWAL Renew 2 year(s)	AISHKA EXPRESS INC.							
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
38.	774073683 <i>PPSA</i>	203	20210702 1630 8077 8616 Reg. 3 year(s)	AISHKA EXPRESS INC.	ROYAL BANK OF CANADA			X		X	X
No Fixed Maturity Date											

		2001 LOAD LIFTER 2422-6C (VIN: 2391)									
		General Collateral Description: EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000061929 EQUIPMENT DESCRIPTION 2001 LOAD LIFTER 2422-6C - S/N 2391, PAVING WORK FOR SHED DONE BY JUST KLEEN INC. , HD HIKVISION 32 CHANNEL NVR SECURITY SYSTEM W/ 16 TB HARD DRIVE, CABLE AND INSTALLATION, ARCTIC SHELTER 70FT/30/22 BY EASYWAY TRUCK & TRAILER INCLUDING ASSEMBLY, IT EQUIPMENT INCLUDING SECURITY SYSTEM, PURCHASING FROM ST SOLUTIONS AND FLOORING BY GENERATIONS FLOORING TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.									
		210	20240619 1137 1532 6011 B RENEWAL Renew 2 year(s)	AISHKA EXPRESS INC.							
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
39.	772480332 <i>PPSA</i>	211	20210513 1409 1462 3363 Reg. 5 year(s)	AISHKA EXPRESS INC. THUSHITHA T PUVANENTHIRAN (DOB: 04MAY1983)	GEOLIN CREDIT-BAIL INC.			X			X
		Amount Secured: \$125000 Maturity Date: May 15, 2026 2019 VOLVO VVNL 860 (VIN: 4V4NC9EH6KN906969)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
40.	770945517 <i>PPSA</i>	212	20210326 1032 8077 3746 Reg. 4 year(s)	AISHKA EXPRESS INC.	ROYAL BANK OF CANADA			X		X	

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
42.	769836375 PPSA	218	20210211 1432 8077 1708 Reg. 6 year(s)	AISHKA EXPRESS INC.	VFS CANADA INC.			X		X	X
No Fixed Maturity Date											
2021 VOLVO VNL64T-760 (VIN: 4V4NC9EH3MN265704)											
General Collateral Description: 2021 VOLVO VNL64T-760 S/N 4V4NC9EH3MN265704 C/W MOOSE BUMPER, INVERTER. THE SERIAL NUMBER GOODS DESCRIBED											

		ABOVE TOGETHER WITH ALL PRESENT AND AFTER-ACQUIRED PARTS, ACCESSIONS, COMPONENTS, APPLIANCES, ATTACHMENTS AND REPLACEMENTS THAT MAY BE INCORPORATED, INSTALLED OR ATTACHED, FROM TIME TO TIME, THERETO. PROCEEDS ALL GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND INSURANCE PROCEEDS									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
43.	769393098 PPSA	222	20210122 1236 9237 4471 Reg. 05 year(s)	AISHKA EXPRESS INC.	ACCORD SMALL BUSINESS FINANCE CORP. ACCORD SMALL BUSINESS LEASING CORP. VARION CAPITAL CORP. DBA ACCORD FINANCIAL	X	X	X	X	X	
		General Collateral Description: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR (AS THOSE TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
44.	767126574 PPSA	225	20201027 1706 1462 2888 Reg. 5 year(s)	AISHKA EXPRESS INC.	FINLOC 2000 INC.			X		X	X
		2017 GREAT DANE ETL11 (VIN: 1GRAA0626HB703294) 2017 GREAT DANE ETL11 (VIN: 1GRAA0628HB703295) 2017 GREAT DANE ETL11 (VIN: 1GRAA062XHB703296) 2017 GREAT DANE ETL11 (VIN: 1GRAA0621HB703297) 2017 GREAT DANE ETL-1 (VIN: 1GRAA0628HB703300) 2017 GREAT DANE ETL-1 (VIN: 1GRAA062XHB703301) 2017 GREAT DANE ETL-1 (VIN: 1GRAA0621HB703302)									

		2017 GREAT DANE ETL-1 (VIN: 1GRAA0625HB703304) 2017 GREAT DANE ETL-1114-11053 (VIN: 1GRAA0627HB703305) 2017 GREAT DANE ETL-1114-11053 (VIN: 1GRAA0620HB703307) General Collateral Description: FOR VAN 703301 REEFER THERMO KING 2016 MODEL C-600 SERIAL NO 6001210850 FOR VAN 703297 REEFER THERMO KING 2016 MODEL C-600 SERIAL NO 6001210373 FOR VAN 703294 REEFER THERMO KING 2016 MODEL C-600 SERIAL NO 6001210845 FOR VAN 703305 REEFER THERMO KING 2016 MODEL C-600 SERIAL NO 6001210854 FOR VAN 703295 REEFER THERMO KING 2016 MODEL C-6000 SERIAL NO 6001210846 FOR VAN 703302 REEFER THERMO KING MODEL C-600 SERIAL NO 6001210851 FOR VAN 703304 REEFER THERMO KING SERIAL NO 6001210852 FOR VAN 703307 REEFER THERMO KING 2016 MODEL C-600 SERIAL NO 6001210842 FOR VAN 703300 REEFER THERMO KING 2016 MODEL C-600 SERIAL NO 6001210849 FOR VAN 703296 REEFER THERMO KING 2016 MODEL C-600 SERIAL NO 6001210847									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
45.	765812655 <i>PPSA</i>	232	20200916 1403 1462 7207 Reg. 6 year(s)	AISHKA EXPRESS INC. THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983)	CONCENTRA BANK		X	X	X	X	X
No Fixed Maturity Date 2017 VOLVO VNL780 (VIN: 4V4NC9EH6HN967053) 2020 VOLVO VNL760 (VIN: 4V4NC9EH4LN219104) General Collateral Description: PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL COLLATERAL CLASSIFICATION - EQUIPMENT, INVENTORY, ACCOUNTS, OTHER											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
46.	761709708 <i>PPSA</i>	234	20200504 1024 8077 8610 Reg. 6 year(s)	AISHKA EXPRESS INC.	ROYAL BANK OF CANADA			X		X	X
No Fixed Maturity Date											

		2019 VANGUARD VXP HIGH BASE TRAIL (VIN: 5V8VC5320KM905564) 2019 VANGUARD VXP HIGH BASE TRAIL (VIN: 5V8VC5324KM905566) General Collateral Description: EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000049918 EQUIPMENT DESCRIPTION 2- 2019 VANGUARD VXP HIGH BASE TRAILER VIN 5V8VC5320KM905564, 5V8VC5324KM905566 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
47.	757880172 PPSA	239	20191122 1630 8077 1341 Reg. 6 year(s)	AISHKA EXPRESS INC.	ROYAL BANK OF CANADA			X		X	X
No Fixed Maturity Date 2018 VANGUARD CR8 (VIN: 527SR5326JM012648) THERMOKING C600 (VIN: 6001234988) General Collateral Description: EQUIPMENT AS FURTHER DESCRIBED UNDER LEASE CONTRACT # 201000049918 EQUIPMENT DESCRIPTION OFFICE FURNITURE AND CNC MACHINE 2018 VANGUARD REEFER CR8 C/W 2018 THERMOKING C600 SN 6001234988 VIN 527SR5326JM012648 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.											
		245	20191205 1631 8077 2028 A AMENDMENT	AISHKA EXPRESS INC.							X
Reason for Amendment: ADDITION OF SERIAL AND GENERAL COLLATERAL											

<p>2018 VANGUARD CIMC REEFER (VIN: 527SR5323JM012056)</p> <p>THERMO KING C600 (VIN: 6001230149)</p> <p>General Collateral Description: 2018 VANGUARD CIMC REEFER VIN 527SR5323JM012056 C/W THERMO KING C600 S/N 6001230149</p>									
246	20200220 1631 8077 5840	AISHKA EXPRESS INC.							X
	A AMENDMENT								
<p>Reason for Amendment: ADD SERIAL AND GENERAL COLLATERAL</p> <p>2019 VANGUARD CIMC (VIN: 527SR5322KM017427)</p> <p>REEFER THERMOKING C600 (VIN: 6001273356)</p> <p>General Collateral Description: 2019 VANGUARD CIMC REEFER THERMOKING C600 S/N 6001273356 VIN 527SR5322KM017427</p>									
247	20200226 1423 8077 6115	AISHKA EXPRESS INC.							X
	A AMENDMENT								
<p>Reason for Amendment: ADDITION OF SERIAL AND GENERAL COLLATERAL</p> <p>2019 UTILITY VS2DX DRY VAN (VIN: 1UYVS2536K7467630)</p> <p>General Collateral Description: 2019 UTILITY VS2DX DRY VAN 1UYVS2536K7467630</p>									
248	20200228 1633 8077 6288	AISHKA EXPRESS INC.							X
	A AMENDMENT								
<p>Reason for Amendment: ADD SERIAL AND GENERAL COLLATERAL DESCRIPTION</p> <p>2017 UTILITY DRYVAN (VIN: 1UYVS2531HG876403)</p>									

		General Collateral Description: 2017 UTILITY DRYVAN VIN 1UYVS2531HG876403									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
48.	753675426 PPSA	249	20190724 1032 8077 4822 Reg. 6 year(s)	AISHKA EXPRESS INC.	ROYAL BANK OF CANADA			X		X	X
		No Fixed Maturity Date 2020 GREAT DANE 53 EVEREST (VIN: 1GR1A0623LB160334) REEFER (VIN: 6001291870) General Collateral Description: 2020 GREAT DANE 53' EVEREST TANDEM AIR RIDE VIN 1GR1A0623LB160334 C/W TRAILER REEFER S/N 6001291870 AS PER LEASE 201000048875 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
49.	753459453 PPSA *** THIS REGISTRATION HAS BEEN DISCHARGED **	254	20190717 1703 1462 4777 Reg. 6 year(s)	AISHKA EXPRESS INC. TANUSH TRANSPORT INC. PUVANENTHIRAN JEYABALASINGAM (DOB: 29APR1978) THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983) THUSHITHA PUVANENTHIR (DOB: 04MAY1983)	HARBOUREDGE COMMERCIAL FINANCE CORPORATION			X	X	X	X

2020 GREAT DANE 53FT TANDEM TRAILER (VIN: 1GR1A062XLB160332)											
General Collateral Description: PURSUANT TO LEASE AGREEMENT 20194306, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 20194306 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 2020 GREAT DANE 53FT TANDEM TRAILER VIN NO. 1GR1A062XLB160332 C/W AIR RIDE DRUM BRAKE "EVEREST" REEFER HIGH CUBE UNIT SERIAL NO. 6001291868, SKIRTED, FLAT FLOOR THERMOGUARD & TIRE MAXX PRO INFLATION/DEFLATION SYSTEM.											
259	20190718 1704 1462 5722	AISHKA EXPRESS INC.									
	A AMENDMENT	TANUSH TRANSPORT INC.									
Reason for Amendment: ADD BUSINESS DEBTOR & ADDRESS											
261	20190813 1404 1462 3536	AISHKA EXPRESS INC.									
	A AMENDMENT	TANUSH TRANSPORT INC.									
Reason for Amendment: ADD BUSINESS DEBTOR											
262	20190911 1715 1462 3276	AISHKA EXPRESS INC.									
	A AMENDMENT	PUVANENTHIRAN THUSHITHA (DOB: 04MAY1983)									
		PUVANENTHIR THUSHITHA (DOB: 04MAY1983)									
		JEYABALASINGAM E TUVANENTHI (DOB: 29APR1978)									
		JEYABALASINGAM									

				PUVANENTHIRAN (DOB: 29APR1978)										
		Reason for Amendment: ADD INDIVIDUAL DEBTORS												
		266	20240627 1705 1462 6551	AISHKA EXPRESS INC. D ASSIGNMENT	HARBOUREDGE COMMERCIAL FINANCE CORPORATION (Assignor) SPARTAN SERVICES INC., ACTING AGENT TO VERSABANK (Assignee)									
		267	20240913 1802 1793 2814	AISHKA EXPRESS INC. C DISCHARGE										
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.								
						CG	I	E	A	O	MV			
50.	753305193 <i>PPSA</i>	268	20190712 1406 1462 3219 Reg. 6 year(s)	AISHKA EXPRESS INC. TANUSH TRANSPORT INC. THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983) PUVANENTHIRAN JEYABALASINGAM (DOB: 29APR1978)	CONCENTRA BANK		X	X	X	X	X			
		No Fixed Maturity Date 2020 GREAT DANE EVEREST (VIN: 1GR1A0621LB160333) General Collateral Description: PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE,												

		INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL COLLATERAL CLASSIFICATION - EQUIPMENT, INVENTORY, ACCOUNTS, OTHER									
		270	20190715 1010 1462 3623 A AMENDMENT	AISHKA EXPRESS INC. TANUSH TRANSPORT INC.							
		Reason for Amendment: CHANGE OF ADDRESS FOR TANUSH TRANSPORT INC.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
51.	753104907 <i>PPSA</i>	271	20190708 1033 8077 3951 Reg. 10 year(s)	AISHKA EXPRESS INC.	ROYAL BANK OF CANADA		X	X	X	X	
		No Fixed Maturity Date General Collateral Description: AS PER MASTER LEASE AGREEMENT DATED JULY 8, 2019 TOGETHER WITH ALL INVENTORY AND EQUIPMENT NOW OR HEREAFTER ACQUIRED BY THE DEBTOR AND FINANCED BY THE SECURED PARTY TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT- TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
52.	752340177 <i>PPSA</i>	276	20190614 1409 1462 1821 Reg. 7 year(s)	AISHKA EXPRESS INC. TANUSH TRANSPORT INC. THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983) PUVANENTHIRAN JEYABALASINGAM (DOB:	ADD CAPITAL CORP.			X		X	X

Collateral Classifications: **CG** = Consumer Goods | **I** = Inventory | **E** = Equipment | **A** = Accounts | **O** = Other | **MV** = Motor Vehicle Included

		General Collateral Description: (1) THERMO KING C-600 REEFER THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE "EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED COLLATERAL") (I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL (II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION OF THE EQUIPMENT (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND (IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL, IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
55.	749545524 PPSA *** THIS REGISTRATION HAS BEEN DISCHARGED **	291	20190328 1825 1901 1863 Reg. 06 year(s)	AISHKA EXPRESS INC. THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983)	COAST CAPITAL EQUIPMENT FINANCE LTD.	X		X			
		2020 GREAT DANE TANDEM (VIN: 1GR1A0628LW149998) General Collateral Description: (1) NEW 2020 GREAT DANE 53' TANDEM AIR RIDE DRUM BRAKE "EVEREST" HIGH CUBE TRAILER S/N 1GR1A0628LW149998 C/W NEW 2020 THERMO KING C-600 REEFER S/N 6001279983 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.									
		294	20240830 1624 1465 1948 C DISCHARGE	AISHKA EXPRESS INC.							
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
56.	739350981 PPSA	295	20180514 1929 1531 3047 Reg. 5 year(s)	AISHKA EXPRESS INC	ROYAL BANK OF CANADA					X	

		General Collateral Description: PRIORITY AGREEMENT DATED MAY 15,2018 BETWEEN BUSINESS DEVELOPMENT BANK OF CANADA AND ROYAL BANK OF CANADA, IN FAVOR OF SECURITY AGREEMENT BETWEEN ROYAL BANK OF CANADA AND BUSINESS DEVELOPMENT BANK OF CANADA .									
		297	20230426 1353 1532 0796 B RENEWAL Renew 5 year(s)	AISHKA EXPRESS INC							
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
57.	736722513 <i>PPSA</i>	298	20180226 1138 2611 3615 Reg. 11 year(s)	AISHKA EXPRESS INC. ECO FRIENDLY RECYCLING	BUSINESS DEVELOPMENT BANK OF CANADA		X	X	X	X	X

Harrison Pensa LLP

PERSONAL PROPERTY SECURITY ACT (ONTARIO)

SEARCH SUMMARY WITH RESPECT TO:

TANUSH TRANSPORT INC.

eSummary Requested By: Olivia Rajsp
PPSA Enquiry ID: 993992
File Currency: 01OCT 2024

DISCLAIMER:

This report was produced by a compilation of data retrieved from the Personal Property Registration System, Ministry of Government Services, Government of Ontario. Dye & Durham Corporation is not responsible for the accuracy, reliability or currency of the information provided by this external source. The purchaser of this report has agreed with consideration at the time of purchase to assume all liability and further indemnify Dye & Durham Corporation for any and all damages and costs resulting from any matter related to the content of this report. Users wishing to rely upon this information should consult directly with the source of the information. No liability is undertaken by Dye & Durham

Corporation regarding the completeness, correctness or the interpretation or use which may be made of this report.

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	504793386 PPSA	2	20240426 0812 1902 2389 Reg. 03 year(s)	TANUSH TRANSPORT INC. PUVANENTHIRAN JEYABALASINGAM (DOB: 29APR1978)	11302078 CANADA LTD. O/A SHEAVES CAPITAL				X	X	
General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
2.	504228159 PPSA	3	20240408 1459 1590 7709 Reg. 5 year(s)	TANUSH TRANSPORT INC. PIRAJITH CONSTRUCTION INC.	BVD CAPITAL CORPORATION BVD PETROLEUM INC.		X	X	X	X	X
No Fixed Maturity Date											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
3.	798105141 PPSA	5	20231016 1416 6083 5625 Reg. 3 year(s)	TANUSH TRANSPORT INC. TANUSH TRANSPORT	MERCHANT OPPORTUNITIES FUND LIMITED PARTNERSHIP		X	X	X	X	
General Collateral Description: ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTORS, INCLUDING, BUT NOT LIMITED TO, THE FUTURE DEBIT/CREDIT CARD RECEIVABLES OF THE DEBTORS											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
4.	792719478 PPSA	6	20230426 1627 1901 1681 Reg. 07 year(s)	TANUSH TRANSPORT INC.	TPINE LEASING CAPITAL CORPORATION			X			X

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
6.	791129862 <i>PPSA</i>	11	20230301 1130 5064 8116 Reg. 06 year(s)	TANUSH TRANSPORT INC.	TPINE LEASING CAPITAL CORPORATION			X			X

		<div>\$320000</div> <div>2023 VANGUARD DRY VAN (VIN: 5V8VC5322PT302953)</div> <div>2023 VANGUARD DRY VAN (VIN: 5V8VC5324PT302954)</div> <div>2023 VANGUARD DRY VAN (VIN: 5V8VC532XPT302991)</div> <div>2023 VANGUARD DRY VAN (VIN: 5V8VC5321PT302992)</div> <div>2023 VANGUARD DRY VAN (VIN: 5V8VC5323PT302993)</div> <table><tr><td>13</td><td>20240816 1418 1465 6404</td><td>TANUSH TRANSPORT INC.</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td>F PART DISCH</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <div>2023 VANGUARD DRY VAN (VIN: 5V8VC532XPT302991)</div>										13	20240816 1418 1465 6404	TANUSH TRANSPORT INC.										F PART DISCH									
13	20240816 1418 1465 6404	TANUSH TRANSPORT INC.																															
	F PART DISCH																																
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.																											
						CG	I	E	A	O	MV																						
7.	791008452 <i>PPSA</i>	14	20230224 1535 5064 5240 Reg. 06 year(s)	TANUSH TRANSPORT INC.	TPINE LEASING CAPITAL CORPORATION			X			X																						
		<div>Amount Secured:</div> <div>\$320495</div> <div>2023 VANGUARD DRY VAN (VIN: 5V8VC5321PT302944)</div> <div>2023 VANGUARD DRY VAN (VIN: 5V8VC5323PT302945)</div> <div>2023 VANGUARD DRY VAN (VIN: 5V8VC5327PT302950)</div> <div>2023 VANGUARD DRY VAN (VIN: 5V8VC5329PT302951)</div> <div>2023 VANGUARD DRY VAN (VIN: 5V8VC5320PT302952)</div> <table><tr><td>16</td><td>20240816 1420 1465 6405</td><td>TANUSH TRANSPORT INC.</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td>F PART DISCH</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>										16	20240816 1420 1465 6405	TANUSH TRANSPORT INC.										F PART DISCH									
16	20240816 1420 1465 6405	TANUSH TRANSPORT INC.																															
	F PART DISCH																																

		2023 VANGUARD DRY VAN (VIN: 5V8VC5323PT302945)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
8.	790620246 <i>PPSA</i>	17	20230208 1414 1462 3896 Reg. 6 year(s)	TANUSH TRANSPORT INC.	FINLOC 2000 INC.			X		X	X
		2023 VANGUARD COOL GLOBE CR8000B (VIN: 2SHSR5320PS002859) 2023 VANGUARD COOL GLOBE CR8000B (VIN: 2SHSR5327PS002860) 2023 VANGUARD COOL GLOBE CR8000B (VIN: 2SHSR5329PS002956) 2023 VANGUARD COOL GLOBE CR8000B (VIN: 2SHSR5322PS002958) 2023 VANGUARD COOL GLOBE CR8000B (VIN: 2SHSR5324PS002959) General Collateral Description: FOR UNIT 002859 REEFER THERMO KING MODEL C600 SERIAL NUMBER 6001376635 FOR UNIT 002860 REEFER THERMO KING MODEL C600 SERIAL NUMBER 6001376638 FOR UNIT 002956 REEFER THERMO KING MODEL C600 SERIAL NUMBER 6001376632 FOR UNIT 002958 REEFER THERMO KING MODEL C600 SERIAL NUMBER 6001376637 FOR UNIT 002959 REEFER THERMO KING MODEL C600 SERIAL NUMBER 6001376640									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
9.	789178923 <i>PPSA</i>	21	20221209 1005 1462 9930 Reg. 6 year(s)	TANUSH TRANSPORT INC.	FINLOC 2000 INC.			X		X	X
		2023 VANGUARD COOL GLOBE CR8000B (VIN: 2SHSR5325PS002873) 2023 VANGUARD COOL GLOBE CR8000B (VIN: 2SHSR5327PS002874) 2023 VANGUARD COOL GLOBE CR8000B (VIN: 2SHSR5329PS002875) 2023 VANGUARD COOL GLOBE CR8000B (VIN: 2SHSR5320PS002876) General Collateral Description: FOR UNIT 002873 REEFER THERMO KING MODEL C-600 SERIAL NUMBER 6001376620 FOR UNIT 002874 REEFER THERMO KING MODEL C-600 SERIAL NUMBER 6001376623 FOR UNIT 002875 REEFER THERMO KING MODEL C-600 SERIAL NUMBER 6001376624 FOR UNIT 002876 REEFER THERMO KING MODEL C-600 SERIAL NUMBER 6001376629									

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
10.	789150942 <i>PPSA</i>	24	20221208 1353 5064 4728 Reg. 06 year(s)	TANUSH TRANSPORT INC	TPINE LEASING CAPITAL CORPORATION			X			X
		Amount Secured: \$265000 2023 VOLVO 760 (VIN: 4V4NC9EH5PN329097)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
11.	788717628 <i>PPSA</i>	25	20221123 1703 1462 3023 Reg. 5 year(s)	TANUSH TRANSPORT INC.	FINLOC 2000 INC.			X		X	X
		2019 VANGUARD C00 (VIN: 527SR5329KM016677) General Collateral Description: FOR UNIT 016677 REEFER THERMO KING MODEL C-600 SERIAL # 6001268451									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
12.	788619816 <i>PPSA</i>	26	20221121 1253 5064 4090 Reg. 05 year(s)	TANUSH TRANSPORT INC	TPINE LEASING CAPITAL CORPORATION			X			X
		Amount Secured: \$224000 2018 VOLVO DAY CAB (VIN: 4V4NC9EH6JN993979) 2018 VOLVO DAY CAB (VIN: 4V4NC9EG2JN998166)									
	File No.	Enquiry	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					

		Page No.				CG	I	E	A	O	MV
13.	788620383 PPSA	27	20221121 1258 5064 4094 Reg. 05 year(s)	TANUSH TRANSPORT INC	TPINE LEASING CAPITAL CORPORATION			X			X
		Amount Secured: \$336495 2018 VOLVO DAY CAB (VIN: 4V4NC9EH1JN993775) 2018 VOLVO DAY CAB (VIN: 4V4NC9EH8JN993790) 2018 VOLVO DAY CAB (VIN: 4V4NC9EH9JN993894)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
14.	787995918 PPSA	29	20221028 1659 1532 9359 Reg. 05 year(s)	TANUSH TRANSPORT INC.	ROYAL BANK OF CANADA		X	X	X	X	X
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
15.	787912533 PPSA	30	20221026 1642 5064 0693 Reg. 06 year(s)	TANUSH TRANSPORT INC	TPINE LEASING CAPITAL CORPORATION			X			X
		Amount Secured: \$265000 2023 VOLVO 760 (VIN: 4V4NC9EH6PN325446)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
16.	787570551 PPSA	31	20221014 1128 5064 4123 Reg. 06 year(s)	TANUSH TRANSPORT INC	TPINE LEASING CAPITAL CORPORATION			X			X

		Amount Secured: \$155819 2023 GREAT DANE REEFER (VIN: 1GR1A0629PW453315) General Collateral Description: THERMO KING C-600 REEFER S/N 6001368112									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
17.	787501719 <i>PPSA</i>	32	20221012 1344 5064 2816 Reg. 06 year(s)	TANUSH TRANSPORT INC	TPINE LEASING CAPITAL CORPORATION			X			X
		Amount Secured: \$264490 2022 VOLVO 760 (VIN: 4V4NC9EH0NN291419)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
18.	787501737 <i>PPSA</i>	33	20221012 1345 5064 2818 Reg. 06 year(s)	TANUSH TRANSPORT INC	TPINE LEASING CAPITAL CORPORATION			X			X
		Amount Secured: \$263995 2022 VOLVO 760 (VIN: 4V4NC9EH3NN305765)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
19.	787501782 <i>PPSA</i>	34	20221012 1346 5064 2822 Reg. 06 year(s)	TANUSH TRANSPORT INC	TPINE LEASING CAPITAL CORPORATION			X			X
		Amount Secured: \$263995									

		2022 VOLVO 760 (VIN: 4V4NC9EHXNN305763)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
20.	787501836 <i>PPSA</i>	35	20221012 1347 5064 2826 Reg. 06 year(s)	TANUSH TRANSPORT INC	TPINE LEASING CAPITAL CORPORATION			X			X
		Amount Secured: \$263995 2022 VOLVO 760 (VIN: 4V4NC9EHXNN310588)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
21.	787501854 <i>PPSA</i>	36	20221012 1347 5064 2827 Reg. 06 year(s)	TANUSH TRANSPORT INC	TPINE LEASING CAPITAL CORPORATION			X			X
		Amount Secured: \$263995 2022 VOLVO 760 (VIN: 4V4NC9EH1NN309829)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
22.	787501917 <i>PPSA</i>	37	20221012 1348 5064 2832 Reg. 06 year(s)	TANUSH TRANSPORT INC	TPINE LEASING CAPITAL CORPORATION			X			X
		Amount Secured: \$429492 2023 UTILITY REEFER (VIN: 1UYVS253XP6711728) 2023 UTILITY REEFER (VIN: 1UYVS2533P6711733)									

		2023 UTILITY REEFER (VIN: 1UYVS2537P6711704) General Collateral Description: THERMOKING S-600 SERIAL NO. 6001370978 THERMOKING S-600 SERIAL NO. 6001370991 THERMOKING S-600 SERIAL NO. 6001351660									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
23.	785124045 <i>PPSA</i>	39	20220721 1702 1462 3254 Reg. 6 year(s)	AISHKA EXPRESS INC. THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983)	CONCENTRA BANK			X		X	
No Fixed Maturity Date General Collateral Description: 1-44X12 MOBILE OFFICE PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL COLLATERAL CLASSIFICATION - EQUIPMENT											
		42	20220722 1402 1462 3745 A AMENDMENT	AISHKA EXPRESS INC. TANUSH TRANSPORT INC.							
Reason for Amendment: ADDING TANUSH TRANSPORT INC. AS A DEBTOR											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
24.	784833525 <i>PPSA</i>	43	20220712 1705 1462 9060 Reg. 4 year(s)	TANUSH TRANSPORT INC.	FINLOC 2000 INC.			X		X	X
2013 UTILITY VS2DX (VIN: 1UYVS2533DG711317) 2013 UTILITY VS2DX (VIN: 1UYVS2533DG711320) 2013 UTILITY VS2DX (VIN: 1UYVS2537DG711322)											

		2013 UTILITY VS2DX (VIN: 1UYVS2538DG711331) 2013 UTILITY VS2DX (VIN: 1UYVS2534DG711343)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
25.	784705761 PPSA	46	20220707 1433 1530 5884 Reg. 6 year(s)	AISHKA EXPRESS INC. TANUSH TRANSPORT INC. PUVANENTHIRAN JEYABALASINGAM (DOB: 29APR1978) THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983)	BLUESHORE LEASING LTD.			X			X
General Collateral Description: (2) 2023 VANGUARD THERMOKING C600 REEFER TRAILER TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS THAT ARE GOODS, INTANGIBLES, SECURITIES, DOCUMENTS OF TITLE, CHATTEL PAPER, INSTRUMENTS, OR MONEY.											
		48	20221213 1933 1531 4577 A AMENDMENT	AISHKA EXPRESS INC.							
Reason for Amendment: 1. REMOVE (2) 2023 VANGUARD THERMOKING C600 REEFER TRAILER FROM GENERAL COLLATERAL 2. ADD BELOW ASSET AND VIN # UNDER SERIAL COLLATERAL AND GENERAL COLLATERAL (1) 2023 GREAT DANE 53' TANDEM AIR RIDE "EVEREST SS" HIGH CUBE, FLAT FLOOR REEFER WITH THERMO KING UNIT. SERIAL/VIN# - 1GR1A0626PW453319 2023 GREAT DANE 53' TANDEM AIR RIDE (VIN: 1GR1A0626PW453319) General Collateral Description: 1. REMOVE (2) 2023 VANGUARD THERMOKING C600 REEFER TRAILER 2. ADD - (1) 2023 GREAT DANE 53' TANDEM AIR RIDE "EVEREST SS" HIGH CUBE, FLAT FLOOR REEFER WITH THERMO KING UNIT. SERIAL/VIN# - 1GR1A0626PW453319											
		50	20230111 1931 1531 5972 A AMENDMENT	AISHKA EXPRESS INC.							

Collateral Classifications: **CG** = Consumer Goods | **I** = Inventory | **E** = Equipment | **A** = Accounts | **O** = Other | **MV** = Motor Vehicle Included

		General Collateral Description: (1) USED 2019 VANGUARD 53' TRAILER S/N 527SR5328KM015472 C/W 2019 THERMO KING REEFER S/N 6001258716 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
27.	784613538 PPSA	59	20220705 1410 1462 6095 Reg. 6 year(s)	TANUSH TRANSPORT INC. PUVANENTHIRAN JEYABALASINGAM (DOB: 29APR1978) THUSHITHA PUVANENTHIRAN (DOB: 05APR1983)	CONCENTRA BANK			X			X
No Fixed Maturity Date											
2023 VANGUARD REEFER VAN (VIN: 2SHSR5322PS001583)											
2023 VANGUARD REEFER VAN (VIN: 2SHSR5320PS001579)											
General Collateral Description: 2023 VANGUARD REEFER TRAILER SERIAL # 2SHSR5322PS001583 C/W THERMOKING C-600 REEFER UNIT S/N 6001363676, 2023 VANGUARD REEFER TRAILER SERIAL # 2SHSR5320PS001579 C/W THERMOKING C-600 REEFER UNIT S/N 6001363676, PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
28.	782487711 PPSA	63	20220429 1229 1532 7574 Reg. 07 year(s)	AHM TRANSPORT INC.	DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION			X		X	X
2022 FREIGHTLINER CASCADIA (VIN: 3AKJHHDR3NSND0031)											

			64	20220606 1910 1532 3990	AHM TRANSPORT INC.				X		X	X
				A AMENDMENT								
			Reason for Amendment: ADDRESS ADDED 102 ALBRO LAKE ROAD UNIT 5 OFFICE 4 DARTMOUTH NSB3A 3Y6									
			65	20230111 1414 1532 0661	AHM TRANSPORT INC. TANUSH TRANSPORT INC.							
				E TRANSFER								
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.						
						CG	I	E	A	O	MV	
29.	778968342 PPSA	66	20211213 0857 4085 2354 Reg. 06 year(s)	AHM TRANSPORT INC.	DAIMLER TRUCK FINANCIAL SERVICES CANADA CORPORATION			X		X	X	
		2022 FREIGHTLINER CASCADIA (VIN: 3AKJHHDR1NSND0030)										
		67	20220706 1453 1532 2056	AHM TRANSPORT INC.				X		X	X	
			A AMENDMENT									
		Reason for Amendment: DEBTOR ADDRESS ADDED 102 ALBRO LAKE ROAD UNIT 5 OFFICE 4 DARTMOUTH NSB3A 3Y6.										
		68	20240820 1513 1532 1394	AHM TRANSPORT INC.				X		X	X	
			A AMENDMENT	TANUSH TRANSPORT INC.								
		Reason for Amendment: REMOVED AHM TRANSPORT INC. ADDED TANUSH TRANSPORT INC.										

		69	20240820 1520 1532 1402	AHM TRANSPORT INC. A AMENDMENT	TANUSH TRANSPORT INC.				X		X	X
		Reason for Amendment: CHANGED 290 VELLORE WOOD BLVD TO 290 VELLORE WOODS BLVD										
		70	20240821 1644 1532 6690	AHM TRANSPORT INC. E TRANSFER	TANUSH TRANSPORT INC.							
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.						
						CG	I	E	A	O	MV	
30.	778742478 PPSA	71	20211202 1704 1462 5139 Reg. 4 year(s)	TANUSH TRANSPORT INC. JEYABALASINGHAM PUVANENTHIRAN (DOB: 29APR1978) THUSHITHA PUVANENTHIRAN (DOB: 05APR1983)	CONCENTRA BANK					X	X	
No Fixed Maturity Date 2016 VOLVO VNL (VIN: 4V4NC9EJ8GN935223) General Collateral Description: PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL COLLATERAL CLASSIFICATION - EQUIPMENT, INVENTORY, ACCOUNTS, OTHER												
		73	20211203 1403 1462 5552	TANUSH TRANSPORT INC. PUVANENTHIRAN JEYABALASINGHAM (DOB: 29APR1978)								

		Reason for Amendment: AMENDING JEYABALASINGHAM'S NAME ON DEBTOR									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
31.	776776347 <i>PPSA</i>	74	20210927 1402 1462 0537 Reg. 6 year(s)	TANUSH TRANSPORT INC.	FINLOC 2000 INC.			X		X	X
			2019 GREAT DANE ECL (VIN: 1GRAA0622KB162784) 2012 UTILITY VS2 (VIN: 1UYVS2532CU468843) 2012 UTILITY VS2 (VIN: 1UYVS253XCU468850) 2012 UTILITY VS2 (VIN: 1UYVS2531CM469904) 2012 UTILITY VS2 (VIN: 1UYVS2537CM470006) 2012 UTILITY VS2 (VIN: 1UYVS2534CM470013) 2016 WABASH TRA/REM (VIN: 1JJV532B4GL914159) General Collateral Description: FOR UNIT 914159 REEFER THERMO KING MODEL SB230 SERIAL NO 6001030990 FOR UNIT 468843 REEFER THERMO KING MODEL SB230 SERIAL NO 6001105970 FOR UNIT 162784 REEFER THERMO KING MODEL C600 SERIAL NO 6001269218 FOR UNIT 469904 REEFER THERMO KING MODEL SB230 SERIAL NO 6001099355 FOR UNIT 470013 REEFER THERMO KING MODEL SB230 SERIAL NO 6001104153 FOR UNIT 470006 REEFER THERMO KING MODEL SB230 SERIAL NO 6001104146 FOR UNIT 468850 REEFER THERMO KING MODEL SB230 SERIAL NO 6001106899								
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
32.	775453464 <i>PPSA</i>	79	20210816 1537 1901 6945 Reg. 05 year(s)	TANUSH TRANSPORT INC. THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983) JEYABALASINGAM PUVANENTHIRAN (DOB: 29APR1978) AISHKA EXPRESS INC.	EQUIREX, A DIVISION OF BENNINGTON FINANCIAL CORP.			X		X	X

Collateral Classifications: **CG** = Consumer Goods | **I** = Inventory | **E** = Equipment | **A** = Accounts | **O** = Other | **MV** = Motor Vehicle Included

		Page No.				CG	I	E	A	O	MV
34.	773688366 PPSA	87	20210621 1702 1462 8270 Reg. 6 year(s)	TANUSH TRANSPORT INC.	FINLOC 2000 INC.			X		X	X
			2022 HYUNDAI COM (VIN: 3H3V532K3NJ090051) 2022 HYUNDAI COM (VIN: 3H3V532K8NJ090059) 2022 HYUNDAI COM (VIN: 3H3V532K6NJ090061) 2022 HYUNDAI COM (VIN: 3H3V532KXNJ090063)								
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
35.	773370972 PPSA	89	20210610 1652 1902 5208 Reg. 05 year(s)	TANUSH TRANSPORT INC. JEYABALASINGAM PUVANENTHIRAN (DOB: 28APR1978) THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983)	TFG FINANCIAL CORPORATION			X			X
			2015 VOLVO DAYCAB (VIN: 4V4NC9EH5FN922666) General Collateral Description: ONE (1) 2015 VOLVO DAYCAB VIN 4V4NC9EH5FN922666 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.								
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
36.	770875596 PPSA	92	20210324 1538 1902 5096 Reg. 05 year(s)	TANUSH TRANSPORT INC. PUVANENTHIRAN JEYABALASINGAM (DOB: 29APR1978)	COAST CAPITAL EQUIPMENT FINANCE LTD.	X		X			X

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
37.	770694678 PPSA	98	20210318 1226 1793 8850 Reg. 5 year(s)	TANUSH TRANSPORT INC.	BVD CAPITAL CORPORATION		X	X	X	X	
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
38.	770146083 PPSA	99	20210226 1002 1462 3986 Reg. 5 year(s)	TANUSH TRANSPORT INC.	FINLOC 2000 INC.			X		X	X
2018 UTILITY VS2RA (VIN: 1UYVS2532J6046346)											

		General Collateral Description: FOR VAN 046346 REEFER THERMO KING SERIAL NO 6001240690									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
39.	769581369 <i>PPSA</i>	100	20210201 1402 1462 6018 Reg. 6 year(s)	TANUSH TRANSPORT INC.	FINLOC 2000 INC.			X		X	X
		2020 MANAC 92253A811 (VIN: 2M5921614L1187726)									
		2020 MANAC 92253A811 (VIN: 2M5921616L1187727)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
40.	769393143 <i>PPSA</i>	101	20210122 1240 9237 4472 Reg. 05 year(s)	TANUSH TRANSPORT INC.	ACCORD SMALL BUSINESS FINANCE CORP. ACCORD SMALL BUSINESS LEASING CORP. VARION CAPITAL CORP. DBA ACCORD FINANCIAL	X	X	X	X	X	
		General Collateral Description: ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR (AS THOSE TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT) AND AN UNCRYSTALLIZED FLOATING CHARGE ON LAND.									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
41.	767648673 <i>PPSA</i>	104	20201112 1419 1462 9408 Reg. 6 year(s)	TANUSH TRANSPORT INC. JEYABALASINGAM PUVANENTHIRAN (DOB: 29APR1978)	CONCENTRA BANK		X	X	X	X	X
		No Fixed Maturity Date									

		2018 VOLVO VNL780 (VIN: 4V4NC9EH2JN892406) General Collateral Description: PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL COLLATERAL CLASSIFICATION - EQUIPMENT, INVENTORY, ACCOUNTS, OTHER									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
42.	763321311 <i>PPSA</i>	106	20200703 1426 8077 1588 Reg. 6 year(s)	TANUSH TRANSPORT INC.	VFS CANADA INC.			X		X	X
No Fixed Maturity Date 2020 VOLVO VNL64T-860 (VIN: 4V4NC9EH5LN241970)											
		107	20200710 1436 8077 1917 A AMENDMENT	TANUSH TRANSPORT INC. PUVANENTHIRAN JEYABALASINGAM (DOB: 29APR1978) THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983)							
Reason for Amendment: ADDITION OF DEBTORS											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
43.	763031394 <i>PPSA</i>	111	20200625 1026 1902 7380 Reg. 06 year(s)	TANUSH TRANSPORT INC.	MERIDIAN ONECAP CREDIT CORP.			X		X	X
2018 VOLVO VNL780 (VIN: 4V4NC9EH4JN887255)											

		General Collateral Description: TRUCK(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
44.	762296481 <i>PPSA</i>	113	20200601 1709 1462 2320 Reg. 6 year(s)	TANUSH TRANSPORT INC.	HITACHI CAPITAL CANADA CORP.			X			X
2018 VANGUARD CIMC (VIN: 527SR5320JM012645)											
General Collateral Description: INCLUDED 1 THERMO KING REEFER UNIT N/S 6001234992 THE PERSONAL PROPERTY DESCRIBED HEREIN, TOGETHER WITH ALL ACCESSORIES, OPTIONAL EQUIPMENT, COMPONENTS, PARTS, INSTRUMENTS, APPURTENANCES, FURNISHINGS AND OTHER EQUIPMENT OF WHATEVER NATURE OR KIND FURNISHED IN CONNECTION WITH ANY OF THE FOREGOING EQUIPMENT AND ANY REPLACEMENTS AND SUBSTITUTIONS THEREFOR (COLLECTIVELY, THE "EQUIPMENT"), AS WELL AS ALL OF THE DEBTOR'S PRESENT AND FUTURE RIGHTS, TITLE AND INTEREST IN THE FOLLOWING (THE "EQUIPMENT-RELATED COLLATERAL") (I) INTELLECTUAL PROPERTY AND OTHER INTANGIBLES RELATING TO THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL (II) ANY CONTRACT FOR THE SALE, LEASE, RENTAL OR OTHER DISPOSITION OF THE EQUIPMENT (III) ALL INSURANCE CLAIMS AND PROCEEDS RESULTING FROM ANY LOSS OR DAMAGE TO THE EQUIPMENT OR THE EQUIPMENT-RELATED COLLATERAL AND (IV) ANY PROCEEDS OF THE EQUIPMENT OR EQUIPMENT-RELATED COLLATERAL, IN WHATEVER FORM IT MAY BE, INCLUDING WITHOUT LIMITATION, CHATTEL PAPER, TITLE DOCUMENTS, GOODS, INSTRUMENTS, OR MONEY.											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
45.	762164334 <i>PPSA</i>	120	20200527 1450 1901 0752 Reg. 06 year(s)	TANUSH TRANSPORT INC.	MERIDIAN ONECAP CREDIT CORP.			X		X	
2020 VANGUARD 53' REEFER TRAILER (VIN: 527SR5322LM018966)											
General Collateral Description: TRAILER(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL											

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
46.	762120369 PPSA	122	20200526 1121 1902 9209 Reg. 06 year(s)	TANUSH TRANSPORT INC. PUVANENTHIRAN JEYAB JEYABALASINGAM (DOB: 29APR1978)	TFG FINANCIAL CORPORATION			X			X
2020 VANGUARD 1RBR5305 (VIN: 527SR5329LM018964) General Collateral Description: ONE (1) 2020 VANGUARD 1RBR5305 VIN 527SR5329LM018964 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS, AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL OR PROCEEDS OF THE COLLATERAL AND A RIGHT TO ANY INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.											
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
47.	753459453 PPSA *** THIS REGISTRATION HAS BEEN DISCHARGED **	125	20190717 1703 1462 4777 Reg. 6 year(s)	AISHKA EXPRESS INC. TANUSH TRANSPORT INC. PUVANENTHIRAN JEYABALASINGAM (DOB: 29APR1978) THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983) THUSHITHA PUVANENTHIR (DOB: 04MAY1983)	HARBOUREDGE COMMERCIAL FINANCE CORPORATION			X	X	X	X
2020 GREAT DANE 53FT TANDEM TRAILER (VIN: 1GR1A062XLB160332) General Collateral Description: PURSUANT TO LEASE AGREEMENT 20194306, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 20194306 TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS											

		OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING 2020 GREAT DANE 53FT TANDEM TRAILER VIN NO. 1GR1A062XLB160332 C/W AIR RIDE DRUM BRAKE "EVEREST" REEFER HIGH CUBE UNIT SERIAL NO. 6001291868, SKIRTED, FLAT FLOOR THERMOGUARD & TIRE MAXX PRO INFLATION/DEFLATION SYSTEM.									
130	20190718 1704 1462 5722	AISHKA EXPRESS INC.									
	A AMENDMENT	TANUSH TRANSPORT INC.									
Reason for Amendment: ADD BUSINESS DEBTOR & ADDRESS											
132	20190813 1404 1462 3536	AISHKA EXPRESS INC.									
	A AMENDMENT	TANUSH TRANSPORT INC.									
Reason for Amendment: ADD BUSINESS DEBTOR											
133	20190911 1715 1462 3276	AISHKA EXPRESS INC.									
	A AMENDMENT	PUVANENTHIRAN THUSHITHA (DOB: 04MAY1983)									
		PUVANENTHIR THUSHITHA (DOB: 04MAY1983)									
		JEYABALASINGAM E TUVANENTHI (DOB: 29APR1978)									
		JEYABALASINGAM PUVANENTHIRAN (DOB: 29APR1978)									
Reason for Amendment: ADD INDIVIDUAL DEBTORS											

		137	20240627 1705 1462 6551	AISHKA EXPRESS INC. D ASSIGNMENT	HARBOUREDGE COMMERCIAL FINANCE CORPORATION (Assignor) SPARTAN SERVICES INC., ACTING AGENT TO VERSABANK (Assignee)						
		138	20240913 1802 1793 2814	AISHKA EXPRESS INC. C DISCHARGE							
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
48.	753305193 PPSA	139	20190712 1406 1462 3219 Reg. 6 year(s)	AISHKA EXPRESS INC. TANUSH TRANSPORT INC. THUSHITHA PUVANENTHIRAN (DOB: 04MAY1983) PUVANENTHIRAN JEYABALASINGAM (DOB: 29APR1978)	CONCENTRA BANK		X	X	X	X	X
No Fixed Maturity Date 2020 GREAT DANE EVEREST (VIN: 1GR1A0621LB160333) General Collateral Description: PROCEEDS INCLUDING BUT NOT LIMITED TO GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY, INTANGIBLES, INSURANCE AND ALL OTHER PROCEEDS ARISING DIRECTLY OR INDIRECTLY FROM THE DISPOSITION, EXCHANGE, LOSS, REPLACEMENT, RENEWAL, DESTRUCTION OF OR DEALING WITH THE COLLATERAL COLLATERAL CLASSIFICATION - EQUIPMENT, INVENTORY, ACCOUNTS, OTHER											
		141	20190715 1010 1462 3623	AISHKA EXPRESS INC. A AMENDMENT	TANUSH TRANSPORT INC.						

Page 27 of 28

		Maturity Date: April 14, 2024									
		General Collateral Description: GENERAL SECURITY AGREEMENT-ALL PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY									
	150	20210817 1021 1902 1376	TANUSH TRANSPORT INC.								
		B RENEWAL Renew 02 year(s)									

Harrison Pensa LLP

PERSONAL PROPERTY SECURITY ACT (ONTARIO)
SEARCH SUMMARY WITH RESPECT TO:
AISHKA EXPRESS INC.

eSummary Requested By: Olivia Rajsp
PPSA Enquiry ID: 5208412
File Currency: 10APR 2025

DISCLAIMER:

This report was produced by a compilation of data retrieved from the Personal Property Registration System, Ministry of Government Services, Government of Ontario. Dye & Durham Corporation is not responsible for the accuracy, reliability or currency of the information provided by this external source. The purchaser of this report has agreed with consideration at the time of purchase to assume all liability and further indemnify Dye & Durham Corporation for any and all damages and costs resulting from any matter related to the content of this report. Users wishing to rely upon this information should consult directly with the source of the information. No liability is undertaken by Dye & Durham

Corporation regarding the completeness, correctness or the interpretation or use which may be made of this report.

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	514226853 RSLA	7	20250314 1715 1901 9984 Reg. 03 year(s) Expires 14MAR 2028	AISHKA EXPRESS INC.	2633888 ONTARIO INC. O/A HARBOUR PALLETT						X
		Amount Secured: \$129978 2019 HYUNDAI 53' TRAILER (VIN: 3H3V532CXKT346100) 2015 WABASH RFA (VIN: 1JJV532B5FL865990) 2014 UTILITY VS2 (VIN: 1UYVS2534EM899316) 2017 GREAT DANE ETL11 (VIN: 1GRAA0626HB703294) 2017 GREAT DANE ETL11 (VIN: 1GRAA0628HB703295) 2017 GREAT DANE ETL11 (VIN: 1GRAA062XHB703296) 2017 GREAT DANE ETL11 (VIN: 1GRAA0621HB703297) 2017 GREAT DANE ETL11 (VIN: 1GRAA0628HB703300) 2017 GREAT DANE ETL11 (VIN: 1GRAA062XHB703301) 2017 GREAT DANE ETL11 (VIN: 1GRAA0621HB703302) 2017 GREAT DANE ETL11 (VIN: 1GRAA0625HB703304) 2017 GREAT DANE ETL-1114-11 (VIN: 1GRAA0627HB703305) 2017 GREAT DANE ETL-1114-11 (VIN: 1GRAA0620HB703307)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
2.	509834853 PPSA	1	20241004 1405 1462 5309 Reg. 3 year(s) Expires 04OCT 2027	AISHKA EXPRESS INC PUVANENTHIRAN	CANACAP				X	X	

				JEYABALASINGAM (DOB: 29APR1978)													
No Fixed Maturity Date																	
General Collateral Description: (A) ALL ACCOUNTS, CHATTEL PAPER, DOCUMENTS, EQUIPMENT, GENERAL INTANGIBLES, INSTRUMENTS, AND INVENTORY, AS THOSE TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (THE PPSA), NOW OR HEREAFTER OWNED OR ACQUIRED BY MERCHANT AND (B) ALL PROCEEDS, AS THAT TERM IS DEFINED IN THE PPSA (A AND B COLLECTIVELY, THE COLLATERAL).																	
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.											
						CG	I	E	A	O	MV						
3.	512087778	3															
	THE NEXT REGISTRATION IS A FINANCING CHANGE STATEMENT/CHANGE STATEMENT OR A MOTOR VEHICLE SCHEDULE WHICH REFERS TO A REGISTRATION THAT IS NOT RECORDED IN THE SYSTEM. IF IT IS A FINANCING CHANGE STATEMENT/CHANGE STATEMENT, THIS MAY HAVE OCCURRED AS A RESULT OF AN ERROR OR BECAUSE THE REGISTRATION REFERRED TO HAS EXPIRED OR BEEN DISCHARGED. IF IT IS A MOTOR VEHICLE SCHEDULE, THIS MAY HAVE OCCURRED BECAUSE OF AN ERROR.																
		4	20241219 1402 1462 1839 A AMNDMNT	AISHKA EXPRESS INC.													
	Reason for Amendment: REINSTATE LIEN FOR ORIGINAL EXPIRATION DATE 21 APR 2027 DISCHARGED IN ERROR																
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.											
						CG	I	E	A	O	MV						
4.	512115345	5															
	THE NEXT REGISTRATION IS A FINANCING CHANGE STATEMENT/CHANGE STATEMENT OR A MOTOR VEHICLE SCHEDULE WHICH REFERS TO A REGISTRATION THAT IS NOT RECORDED IN THE SYSTEM. IF IT IS A FINANCING CHANGE STATEMENT/CHANGE STATEMENT, THIS MAY HAVE OCCURRED AS A RESULT OF AN ERROR OR BECAUSE THE REGISTRATION REFERRED TO HAS EXPIRED OR BEEN DISCHARGED. IF IT IS A MOTOR VEHICLE SCHEDULE, THIS MAY HAVE OCCURRED BECAUSE OF AN ERROR.																
		6	20241220 1005 1462 2293 A AMNDMNT	AISHKA EXPRESS INC.													

		Reason for Amendment: EXTEND (1) YEAR TO APR 21 2028									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
5.	782214624	19									
		THE NEXT REGISTRATION IS A FINANCING CHANGE STATEMENT/CHANGE STATEMENT OR A MOTOR VEHICLE SCHEDULE WHICH REFERS TO A REGISTRATION THAT IS NOT RECORDED IN THE SYSTEM. IF IT IS A FINANCING CHANGE STATEMENT/CHANGE STATEMENT, THIS MAY HAVE OCCURRED AS A RESULT OF AN ERROR OR BECAUSE THE REGISTRATION REFERRED TO HAS EXPIRED OR BEEN DISCHARGED. IF IT IS A MOTOR VEHICLE SCHEDULE, THIS MAY HAVE OCCURRED BECAUSE OF AN ERROR.									
		20	20250205 1002 1462 1874 F PRT DSC	AISHKA EXPRESS INC.				X		X	X
		2015 MERCEDEZ SPRINTER 2500 (VIN: WD3BE7DCXFP119496) General Collateral Description: PARTIAL DISCHARGE AS LESSEE DEFAULTED									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
6.	798106122	25	20250319 1452 1465 1139 C DISCHRG	AISHKA EXPRESS INC							
		24	20250225 1935 1465 3274 F PRT DSC	AISHKA EXPRESS INC							
		2024 CIMC REEFER (VIN: 2SHSR533XRS004078) General Collateral Description: THERMOKING C-600 REEFER SNO. 6001385360									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV

7.	798106041	23	20250306 1000 1465 6457 C DISCHRG	AISHKA EXPRESS INC							
		22	20250225 1938 1465 3275 F PRT DSC	AISHKA EXPRESS INC							
		2024 CIMC REEFER (VIN: 2SHSR5334RS004075) General Collateral Description: THERMOKING C-600 REEFER SNO.6001385350									
		21	20250220 1242 1465 1963 F PRT DSC	AISHKA EXPRESS INC							
		2024 CIMC REEFER (VIN: 2SHSR5336RS004076) General Collateral Description: THERMOKING C-600 REEFER SNO.6001385351									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
8.	781463457	17	20250331 0909 5064 8171 A AMNDMNT	AISHKA EXPRESS INC. THAMBIAH JEYABALASINGAM (DOB: 01NOV1949)				X		X	X
		Reason for Amendment: AMEND LOAN AMOUNT FROM 0.00 TO 75000.00 ADD DEBTOR 2633888 ONTARIO INC. O/A HARBOUR PALLETT (65D HUXLEY RD, NORTH YORK, ON, M9M3B4) ADD DEBTOR THAMBIAH JEYABALASINGAM (65D HUXLEY RD, NORTH YORK, ON, M9M3B4) (DOB 1949-11-01) Amount Secured: \$75000 Maturity Date: March 28, 2030									

		16	20250307 0911 1901 7471	AISHKA EXPRESS INC.							
			B RENEWAL Renew 02 year(s)								
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
9.	780096123	15	20250131 0852 1532 5265	AISHKA EXPRESS INC.							
			B RENEWAL Renew 1 year(s)								
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
10.	779685318	13	20250331 1201 5064 8312	AISHKA EXPRESS INC.							
			A AMNDMNT	2633888 ONTARIO INC. O/A HARBOUR PALLETT THAMBIAH JEYABALASINGAM (DOB: 01NOV1949)				X		X	X
		Reason for Amendment: AMEND LOAN AMOUNT FROM 0.00 TO 70000.00 ADD DEBTOR 2633888 ONTARIO INC. O/A HARBOUR PALLETT (65D HUXLEY RD, NORTH YORK, ON, M9M3B4) ADD DEBTOR THAMBIAH JEYABALASINGAM (65D HUXLEY RD, NORTH YORK, ON, M9M3B4) (DOB 1949-11-01) Amount Secured: \$70000									
		12	20250307 0909 1901 7462	AISHKA EXPRESS INC.							
			B RENEWAL Renew 02 year(s)								
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
11.	772480332	11	20241224 0831 1793 1970	AISHKA EXPRESS INC.	STONEBRIDGE LEASE FINANCING SOLUTIONS INC.						
			A AMNDMNT								

[illegible]

Harrison Pensa LLP

PERSONAL PROPERTY SECURITY ACT (ONTARIO)
SEARCH SUMMARY WITH RESPECT TO:
TANUSH TRANSPORT INC.

eSummary Requested By: Olivia Rajsp
PPSA Enquiry ID: 5208415
File Currency: 10APR 2025

DISCLAIMER:

This report was produced by a compilation of data retrieved from the Personal Property Registration System, Ministry of Government Services, Government of Ontario. Dye & Durham Corporation is not responsible for the accuracy, reliability or currency of the information provided by this external source. The purchaser of this report has agreed with consideration at the time of purchase to assume all liability and further indemnify Dye & Durham Corporation for any and all damages and costs resulting from any matter related to the content of this report. Users wishing to rely upon this information should consult directly with the source of the information. No liability is undertaken by Dye & Durham

Corporation regarding the completeness, correctness or the interpretation or use which may be made of this report.

	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
1.	514226295 RSLA	11	20250314 1650 1902 2119 Reg. 03 year(s) Expires 14MAR 2028	TANUSH TRANSPORT INC.	2633888 ONTARIO INC. O/A HARBOUR PALLETT						X
<p>Amount Secured: \$218980</p> <p>2016 WABASH TRA/REM (VIN: 1JJV532B2GL914161)</p> <p>2020 MANAC 92253A811 (VIN: 2M5921614L1187726)</p> <p>2018 UTILITY VS2RA (VIN: 1UYVS2532J6046346)</p> <p>2012 UTILITY VS2 (VIN: 1UYVS2537CM470006)</p> <p>2016 VANGUARD 1RBR5305 (VIN: 527SR532XGM008207)</p> <p>2022 HYUNDAI COM (VIN: 3H3V532K3NJ090051)</p> <p>2022 HYUNDAI COM (VIN: 3H3V532K8NJ090059)</p> <p>2022 HYUNDAI COM (VIN: 3H3V532K6NJ090061)</p> <p>2019 GREAT DANE ECL (VIN: 1GRAA0622KB162784)</p> <p>2016 WABASH TRA/REM (VIN: 1JJV532B4GL914159)</p> <p>2012 UTILITY VS2 (VIN: 1UYVS2532CU468843)</p> <p>2013 UTILITY VS2DX (VIN: 1UYVS2533DG711317)</p> <p>2012 UTILITY VS2 (VIN: 1UYVS253XCU468850)</p> <p>2013 UTILITY VS2DX (VIN: 1UYVS2533DG711320)</p> <p>2013 UTILITY VS2DX (VIN: 1UYVS2537DG711322)</p> <p>2013 UTILITY VS2DX (VIN: 1UYVS2538DG711331)</p> <p>2013 UTILITY VS2DX (VIN: 1UYV52534DG711343)</p>											

		2019 VANGUARD C00 (VIN: 527SR5329KM016677) 2023 VANGUARD COOL GLOBE (VIN: 2SHSR5325PS002873) 2023 VANGUARD COOL GLOBE (VIN: 2SHSR5327P5002874) 2023 VANGUARD COOL GLOBE (VIN: 2SHSR5329PS002875) 2023 VANGUARD COOL GLOBE (VIN: 2SHSR5320PS002876) 2023 VANGUARD COOL GLOBE (VIN: 2SHSR5320P5002859) 2023 VANGUARD COOL GLOBE (VIN: 2SHSR5327PS002860) 2023 VANGUARD COOL GLOBE (VIN: 2SHSR5329PS002956) 2023 VANGUARD COOL GLOBE (VIN: 2SHSR5324PS002959) 2023 VANGUARD COOL GLOBE (VIN: 2SHSR5322P5002958) 2012 UTILITY VS2 (VIN: 1UYVS2534CM470013) 2020 MANAC 92253A811 (VIN: 2M5921616L1187727) 2022 HYUNDAI COM (VIN: 3H3V532K6NJ090061)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
2.	510264738 RSLA <i>*DISCHARGED</i>	8	20241021 1402 2758 6037 Reg. 01 year(s) Expires 21FEB 2025	TANUSH TRANSPORT INC. MERIDIAN ONECAP CREDIT CORP.	1519950 ONTARIO INC. O/A NEW MILLENNIUM TIRE CENTRE						X
Amount Secured: \$1632 2018 VOLVO VVN (VIN: 4V4NC9EH4JN887255) General Collateral Description: COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-12811											

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

	RSLA		Reg. 01 year(s) Expires 17OCT 2025	TPINE LEASING CAPITAL CORPORATION	MILLENIUM TIRE CENTRE							X
		Amount Secured: \$1632 2022 VOLVO VVN (VIN: 4V4NC9EH3NN305765) General Collateral Description: COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-12796										
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.						
						CG	I	E	A	O	MV	
6.	510007194 RSLA	3	20241010 1120 2758 5956 Reg. 01 year(s) Expires 10OCT 2025	TANUSH TRANSPORT INC. TPINE LEASING CAPITAL CORPORATION	1519950 ONTARIO INC. O/A NEW MILLENIUM TIRE CENTRE							X
		Amount Secured: \$3729 2022 VOLVO VVN (VIN: 4V4NC9EHXNN305763) General Collateral Description: COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, EXCHANGES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF INCLUDING INSURANCE DISBURSEMENTS. 24-12784										
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.						
						CG	I	E	A	O	MV	
7.	509976063 PPSA	1	20241009 1402 1462 7337 Reg. 3 year(s) Expires 09OCT 2027	TANUSH TRANSPORT INC PUVANENTHIRAN JEYABALASINGAM (DOB: 29APR1978)	CANACAP				X	X		
		No Fixed Maturity Date General Collateral Description:										

		(A) ALL ACCOUNTS, CHATTEL PAPER, DOCUMENTS, EQUIPMENT, GENERAL INTANGIBLES, INSTRUMENTS, AND INVENTORY, AS THOSE TERMS ARE DEFINED IN THE PERSONAL PROPERTY SECURITY ACT (THE PPSA), NOW OR HEREAFTER OWNED OR ACQUIRED BY MERCHANT AND (B) ALL PROCEEDS, AS THAT TERM IS DEFINED IN THE PPSA (A AND B COLLECTIVELY, THE COLLATERAL).									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
8.	792719478	26	20250314 0935 1590 1839 F PRT DSC	TANUSH TRANSPORT INC.							
		2024 CIMC (VIN: 2SHSR5332RS004043)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
9.	791129862	25	20250314 0936 1590 1841 F PRT DSC	TANUSH TRANSPORT INC.							
		2023 VANGUARD (VIN: 5V8VC5322PT302953)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
10.	791008452	24	20250314 0942 1590 1854 F PRT DSC	TANUSH TRANSPORT INC.							
		2023 VANGUARD (VIN: 5V8VC5320PT302952)									
		23	20250314 0942 1590 1853 F PRT DSC	TANUSH TRANSPORT INC.							
		2023 VANGUARD (VIN: 5V8VC5329PT302951)									
		22	20250314 0935 1590 1840 F PRT DSC	TANUSH TRANSPORT INC.							

		2023 VANGUARD (VIN: 5V8VC5327PT302950)									
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
11.	773370972	21	20250228 1444 1465 4480 C DISCHRG	TANUSH TRANSPORT INC.							
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
12.	763031394	19	20250331 1206 5064 8318 A AMNDMNT	TANUSH TRANSPORT INC. 2633888 ONTARIO INC. O/A HARBOUR PALLETT THAMBIAH JEYABALASINGAM (DOB: 01NOV1949)				X		X	X
		Reason for Amendment: AMEND LOAN AMOUNT FROM 0.00 TO 26000.00 ADD DEBTOR 2633888 ONTARIO INC. O/A HARBOUR PALLETT (65D HUXLEY RD, NORTH YORK, ON, M9M3B4) ADD DEBTOR THAMBIAH JEYABALASINGAM (65D HUXLEY RD, NORTH YORK, ON, M9M3B4) (DOB 1949-11-01) Amount Secured: \$26000									
		18	20250307 0905 1902 9864 B RENEWAL Renew 02 year(s)	TANUSH TRANSPORT INC.							
	File No.	Enquiry Page No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
						CG	I	E	A	O	MV
13.	762296481	17	20250313 1402 1462 8401 C DISCHRG	TANUSH TRANSPORT INC.							
	File No.	Enquiry	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					

PPSA (ONTARIO) SEARCH SUMMARY
TANUSH TRANSPORT INC.



		Page No.				CG	I	E	A	O	MV
14.	762164334	15	20250331 1209 5064 8321 A AMNDMNT	TANUSH TRANSPORT INC. 2633888 ONTARIO INC. THAMBIAH JEYABALASINGAM (DOB: 01NOV1949)				X		X	
Reason for Amendment: AMEND LOAN AMOUNT FROM 0.00 TO 18000.00 ADD DEBTOR 2633888 ONTARIO INC. (65D, HUXLEY RD, ON, M9M3B4) ADD DEBTOR THAMBIAH JEYABALASINGAM (65D HUXLEY RD, NORTH YORK, ON, M9M3B4) (DOB 1949-11-01) Amount Secured: \$18000											
		14	20250307 0903 1902 9858 B RENEWAL Renew 02 year(s)	TANUSH TRANSPORT INC.							

PPSA Search Summary – Aishka Express Inc. – April 13, 2025

1. MV – 1UYVS2536K7467630

Secured Party(ies)	Debtor(s)	File Number & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	Amendment/Discharge Assignment/Renewals Transfer/Subordination
Royal Bank of Canada	Aishka Express Inc.	757880172 - 20191122 1630 8077 1341 (6 years)	Equipment, Other, Motor Vehicle	<p>2018 Vanguard CR8 (VIN: 527SR5326JM012648), Thermo King C600 (SN: 6001234988)</p> <p>Equipment as further described under Lease Contract #201000049918</p> <p>Equipment description: Office Furniture and CNC Machine, 2018 Vanguard Reefer CR8 C/W 2018 Thermo King C600 SN 6001234988 VIN 527SR5326JM012648 together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds thereof, and without limitation, money, cheques, deposits in deposit-taking institutions, goods, accounts receivable, rents or other payments arising from the lease of the collateral, chattel paper, instruments, intangibles, documents of title, securities, and rights of insurance payments or any other payments as indemnity or compensation for loss or damage to</p>	<p>757880172 - 20191205 1631 8077 2028: Addition of Serial and General Collateral</p> <ul style="list-style-type: none"> - 2018 Vanguard CIMC Reefer (VIN: 527SR5323JM012056) C/W Thermo King C600 (SN: 6001230149) <p>757880172 – 20200220 1631 8077 5840: Add Serial and General Collateral</p> <ul style="list-style-type: none"> - 2019 Vanguard CMIC Reefer (VIN: 527SR5322KM017427) C/W Thermo King C600 (SN: 6001273356) <p>757880172 - 20200226 1423 8077 6115: Addition of Serial and General Collateral</p> <ul style="list-style-type: none"> - 2019 Utility VS2DX Dry Van (VIN: 1UYVS2536K7467630) <p>757880172 – 20200228 1633 8077 6288: Add Serial and General Collateral</p>

Secured Party(ies)	Debtor(s)	File Number & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	Amendment/Discharge Assignment/Renewals Transfer/Subordination
				the collateral or proceeds of the collateral	- 2017 Utility Dry Van (VIN: 1UYVS2531HG876403)

2. MV – 1UYVS2531HG876403

Secured Party(ies)	Debtor(s)	File Number & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	Amendment/Discharge Assignment/Renewals Transfer/Subordination
Royal Bank of Canada	Aishka Express Inc.	757880172 - 20191122 1630 8077 1341 (6 years)	Equipment, Other, Motor Vehicle	<p>2018 Vanguard CR8 (VIN: 527SR5326JM012648), Thermo King C600 (SN: 6001234988)</p> <p>Equipment as further described under Lease Contract #201000049918</p> <p>Equipment description: Office Furniture and CNC Machine, 2018 Vanguard Reefer CR8 C/W 2018 Thermo King C600 SN 6001234988 VIN 527SR5326JM012648 together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds thereof, and without limitation, money, cheques, deposits in deposit-taking institutions, goods, accounts receivable, rents or other payments arising from the lease of</p>	<p>757880172 - 20191205 1631 8077 2028: Addition of Serial and General Collateral</p> <p>- 2018 Vanguard CIMC Reefer (VIN: 527SR5323JM012056) C/W Thermo King C600 (SN: 6001230149)</p> <p>757880172 – 20200220 1631 8077 5840: Add Serial and General Collateral</p> <p>- 2019 Vanguard CMIC Reefer (VIN: 527SR5322KM017427) C/W Thermo King C600 (SN: 6001273356)</p> <p>757880172 - 20200226 1423 8077 6115: Addition of Serial and General Collateral</p>

Secured Party(ies)	Debtor(s)	File Number & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	Amendment/Discharge Assignment/Renewals Transfer/Subordination
				the collateral, chattel paper, instruments, intangibles, documents of title, securities, and rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of the collateral	<ul style="list-style-type: none"> - 2019 Utility VS2DX Dry Van (VIN: 1UYVS2536K7467630) <p>757880172 – 20200228 1633 8077 6288: Add Serial and General Collateral</p> <ul style="list-style-type: none"> - 2017 Utility Dry Van (VIN: 1UYVS2531HG876403)

3. MV – 5V8VC5320KM905564

Secured Party(ies)	Debtor(s)	File Number & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	Amendment/Discharge Assignment/Renewals Transfer/Subordination
Royal Bank of Canada	Aishka Express Inc.	761709708 – 20200504 1024 8077 8610 (6 years)	Equipment, Other, Motor Vehicle	<p>2019 Vanguard VXP High Base Trail (VIN: 5V8VC5320KM905564), 2019 Vanguard VXP High Base Trail (VIN: 5V8VC5324KM905566),</p> <p>Equipment as further described under Lease Contract #201000049918</p> <p>Equipment description: 2 – 2019 Vanguard VXP High Base Trailer (VIN: 5V8VC5320KM905564, 5V8VC532KM905566) together with all attachments, accessories, accessions, replacements, substitutions, additions and improvements thereto, and all proceeds in any form derived</p>	

Secured Party(ies)	Debtor(s)	File Number & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	Amendment/Discharge Assignment/Renewals Transfer/Subordination
				directly or indirectly from any dealing with the collateral or proceeds thereof, and without limitation, money, cheques, deposits in deposit-taking institutions, goods, accounts receivable, rents or other payments arising from the lease of the collateral, chattel paper, instruments, intangibles, documents of title, securities, and rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of the collateral	

4. MV – 5V8VC5324KM905566

Secured Party(ies)	Debtor(s)	File Number & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	Amendment/Discharge Assignment/Renewals Transfer/Subordination
Royal Bank of Canada	Aishka Express Inc.	761709708 – 20200504 1024 8077 8610 (6 years)	Equipment, Other, Motor Vehicle	2019 Vanguard VXP High Base Trail (VIN: 5V8VC5320KM905564), 2019 Vanguard VXP High Base Trail (VIN: 5V8VC5324KM905566), Equipment as further described under Lease Contract #201000049918 Equipment description: 2 – 2019 Vanguard VXP High Base Trailer (VIN: 5V8VC5320KM905564, 5V8VC532KM905566) together with all attachments, accessories, accessions, replacements,	

Secured Party(ies)	Debtor(s)	File Number & Registration Number (Registration Period)	Collateral Classification	General Collateral Description	Amendment/Discharge Assignment/Renewals Transfer/Subordination
				substitutions, additions and improvements thereto, and all proceeds in any form derived directly or indirectly from any dealing with the collateral or proceeds thereof, and without limitation, money, cheques, deposits in deposit-taking institutions, goods, accounts receivable, rents or other payments arising from the lease of the collateral, chattel paper, instruments, intangibles, documents of title, securities, and rights of insurance payments or any other payments as indemnity or compensation for loss or damage to the collateral or proceeds of the collateral	

5. **MV – 527SR5326JM012648**

- None

6. **MV – 527SR5323JM012056**

- None

APPENDIX “8”

Court File No. CV-24-00727884-00CL

**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.**

Respondent

**AFFIDAVIT OF MUKUL MANCHANDA
(Sworn April 23, 2025)**

I, **MUKUL MANCHANDA**, of the City of Brampton, in the Province of Ontario,
MAKE OATH AND SAY:

1. I am a Licensed Insolvency Trustee with msi Spergel inc. ("**MSI**"), the court-appointed Receiver (the "**Receiver**") of all the assets, undertakings, and properties of the following companies (collectively the "**Debtors**"):

- a) AHM Transport Inc. ("**AHMT**");
- b) Aishka Express 2016 Inc. ("**AISE**");
- c) Aishka Express Inc. ("**AIEX**");
- d) Aishka Recycling Inc. ("**AISH**");
- e) Tanush Transport Inc. ("**TANU**")

and as such I have knowledge of the matters hereinafter deposed to.

2. MSI was appointed Receiver pursuant to the Order made by the Honourable Justice Peter Osborne of the Ontario Superior Court of Justice (Commercial List) on September 16, 2024.
3. In connection with the receivership of AHMT, attached hereto as **Exhibit "1"** are true copies of the Receiver's time dockets with respect to professional fees incurred for the period and including February 28, 2025, the amount of \$3,152.70 inclusive of disbursements and HST. The professional fees represent a total of 6.3 hours at an average rate of \$442.86 per hour (excluding HST).
4. In connection with the receivership of AISE, attached hereto as **Exhibit "2"** are true copies of the Receiver's time dockets with respect to professional fees incurred for the period and including February 28, 2025, the amount of \$8,388.56 inclusive of disbursements and HST. The professional fees represent a total of 15.60 hours at an average rate of \$475.87 per hour (excluding HST).
5. In connection with the receivership of AIEX, attached hereto as **Exhibit "3"** are true copies of the Receiver's time dockets with respect to professional fees incurred for the period and including February 28, 2025, the amount of \$41,012.22 inclusive of disbursements and HST. The professional fees represent a total of 108.20 hours at an average rate of \$335.43 per hour (excluding HST).
6. In connection with the receivership of AISH, attached hereto as **Exhibit "4"** are true copies of the Receiver's time dockets with respect to professional fees incurred for the period and including February 28, 2025, the amount of \$2,263.02

inclusive of disbursements and HST. The professional fees represent a total of 4.30 hours at an average rate of \$374.19 per hour (excluding HST).

7. In connection with the receivership of TANU, attached hereto as **Exhibit "5"** are true copies of the Receiver's time dockets with respect to professional fees incurred for the period and including February 28, 2025, the amount of \$12,067.84 inclusive of disbursements and HST. The professional fees represent a total of 25.50 hours at an average rate of \$418.80 per hour (excluding HST).
8. To the best of my knowledge the rates charged by MSI in connection with acting as Receiver are comparable to the rates charged by other firms in the Toronto market for the provision of similar services.
9. I make this affidavit in support of the Receiver's motion for; *inter alia*, approval of its fees and disbursements and not for an improper purpose.

SWORN BEFORE ME at the City
of Toronto, in the Province of
Ontario, this 23rd day of April 2025.



A Commissioner, etc.

Barbara Eileen Sturge,
a Commissioner, etc. for msi Spergel inc
and Spergel & Associates Inc.
Expires September 21, 2025



MUKUL MANCHANDA

**This is Exhibit “1” of the Affidavit of
MUKUL MANCHANDA
Sworn before me on this 23rd day of April 2025**



A Commissioner, Etc

Barbara Eileen Sturgo,
a Commissioner, etc. for msi Spergel inc
and Spergel & Associates Inc.
Expires September 21, 2025



SPERGEL

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT

Invoice #: 1176

AHM TRANSPORT INC.

INVOICE

RE: AHM TRANSPORT INC.

FOR PROFESSIONAL SERVICES RENDERED in the period to and including February 28, 2025, in connection with the Court-appointed receivership proceedings.

Professional Services	Hours	Hourly Rate	Total
Mukul Manchanda, CPA, CIRP, LIT	4.90	\$500.00	\$2,450.00
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.40	\$400.00	\$160.00
Eileen Sturge	0.50	\$250.00	\$125.00
Lindsay Lesmeister	0.50	\$110.00	\$55.00
Total Professional Services	6.30	\$442.86	\$2,790.00
HST			\$362.70
Total			\$3,152.70

HST Registration #R103478103
(AAAHMT-R)



SPERGEL

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT

Invoice #: 1176

AHM TRANSPORT INC.

INVOICE

INVOICE RECONCILIATION PAGE

Date	Staff	Memo	Hours	B-Rate	Amount
Professional Services					
2024-09-12	MMA	Received and reviewed responding affidavit of P. Jeyabalasingam. Forwarded to T. Hogan to see if there is anything additional to be referenced in our report to court.	0.50	\$500.00	\$250.00
2024-09-13	MMA	Served responding record of the monitor by E. Benaway.	0.20	\$500.00	\$100.00
2024-09-16	MMA	Served and reviewed endorsement order. Email exchange with A. Ho, V. DaRe and H. Manis regarding draft receivership order. Received request for consent for an adjournment from H. Manis.	0.70	\$500.00	\$350.00
2024-09-18	LLE	Received and reviewed endorsement and order.	0.50	\$110.00	\$55.00
2024-09-24	MMA	Received and reviewed detail report of auction proceedings for Prospera Equipment Finance as received from J. Shields. Email exchange with J. Oros regarding the closure of bank accounts. Reviewed and executed CRA authorization forms.	1.00	\$500.00	\$500.00
2024-09-25	MMA	Received and reviewed receivership certificate. Attended and responded to calls from various stakeholders. Instructions to staff regarding various issues surrounding taking possession of assets and books and records. Review of filings with CRA.	2.30	\$500.00	\$1,150.00
2024-09-26	EST	Set up in Ascend; order and install license, requisition for banking; update with estate number; transfer to estates	0.50	\$250.00	\$125.00
2024-10-07	MMA	Received settlement statement and deficiency calculation from J. Shields for Mercado equipment - to be added to discussion list for meeting with T. Hogan.	0.20	\$500.00	\$100.00
2024-11-06	GGO	Receive and review bank reconciliation.	0.10	\$400.00	\$40.00
2024-12-03	GGO	Receive and review bank reconciliation.	0.10	\$400.00	\$40.00
2025-01-07	GGO	Receive and review bank reconciliation	0.10	\$400.00	\$40.00
2025-02-10	GGO	Receive and review bank reconciliation.	0.10	\$400.00	\$40.00
Professional Services Total:			6.30		\$2,790.00

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 7434

**This is Exhibit “2” of the Affidavit of
MUKUL MANCHANDA
Sworn before me on this 23rd day of April 2025**



A Commissioner, Etc

Barbara Eileen Sturge,
a Commissioner, etc. for msi Spergol inc
and Spergel & Associates Inc.
Expires September 21, 2025



SPERGEL

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT

Invoice #: 1177

AISHKA EXPRESS 2016 INC.

INVOICE

RE: AISHKA EXPRESS 2016 INC.

FOR PROFESSIONAL SERVICES RENDERED in the period to and including February 28, 2025, in connection with the Court-appointed receivership proceedings.

Professional Services	Hours	Hourly Rate	Total
Mukul Manchanda, CPA, CIRP, LIT	14.40	\$500.00	\$7,200.00
Paula Amaral	0.10	\$325.00	\$32.50
Eileen Sturge	0.50	\$250.00	\$125.00
Lindsay Lesmeister	0.60	\$110.00	\$66.00
Total Professional Services	15.60	\$475.87	\$7,423.50
HST			\$965.06
Total			\$8,388.56

HST Registration #R103478103
(AAAISE-R)



SPERGEL

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT

Invoice #: 1177

AISHKA EXPRESS 2016 INC.

INVOICE

INVOICE RECONCILIATION PAGE

Date	Staff	Memo	Hours	B-Rate	Amount
Professional Services					
2024-08-29	MMA	Email exchange with H. Manis requesting he advise his client to meet us at the debtors location to hand over books and records. Email exchange with P. Amaral regarding additional information received from debtor.	0.40	\$500.00	\$200.00
2024-08-30	MMA	Received and reviewed information requested from debtor. Email exchange with P. Amaral and Sanji outlining the information still outstanding. Received demand letter from J. Rivard Bouthillette requesting units owned by Mitsubishi. Call with Essa.	1.30	\$500.00	\$650.00
2024-09-04	MMA	Email exchange with P. Amaral and H. Manis confirming whether all requested information was received.	0.20	\$500.00	\$100.00
2024-09-09	MMA	Email received from T. Hogan advising a monitor report will be required this week. Received and reviewed follow up request to debtor. Follow up sent to debtor requesting remaining information. Forwarded copy of request to S. Mitra and J. Oros. Email exchanged with H. Manis to set up a meeting to discuss the file. Various emails exchanged with S. Mitra, A. Ho and J. Oros regarding setting up a meeting to discuss information received from debtor.	2.20	\$500.00	\$1,100.00
2024-09-10	MMA	Emails exchange with H. Manis and T. Hogan to set up meeting to discuss file. Phone call with H. Manis, M. Vine and T. Hogan to discuss file. WebEx with J. Oros, S. Mitra, T. Hogan, A. Ho and P. Amaral to discuss file. Review of information provided by the company to date.	2.20	\$500.00	\$1,100.00
2024-09-12	MMA	Emails exchange with J. Oros requesting loan agreements. Received and reviewed loan agreements and margin reports as received from J. Oros. Requested total amount of payment defaults from J. Oros. Reviewed total amount owing as received from J. Oros. Drafted a report to court. Review of same with counsel.	4.20	\$500.00	\$2,100.00
2024-09-16	LLE	Send and verify account details with C. Doyle for wire transfer.	0.30	\$110.00	\$33.00
2024-09-17	MMA	Received and reviewed court order.	0.50	\$500.00	\$250.00
2024-09-18	MMA	Email exchange with H. Manis regarding visiting premise of debtor and financing from BVD.	0.20	\$500.00	\$100.00

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 7434



SPERGEL

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT

Invoice #: 1177

AISHKA EXPRESS 2016 INC.

INVOICE

2024-09-26	EST	Set up in Ascend; order and install license, requisition for banking; update with estate number; transfer to estates	0.50	\$250.00	\$125.00
2024-09-26	MMA	Reviewed and executed CRA authorization documents. Received and reviewed receivership certificate. Email exchange with V. Mastromatteo regarding freezing the CIBC bank account and transferring the funds to Spergel. Email exchange with P. Amaral and M. Vine regarding the freezing of BNS accounts and transfer of funds to Spergel.	0.60	\$500.00	\$300.00
2024-09-27	LLE	Received confirmation of funds in account at CIBC. Provided wire details. Issued deposit requisition.	0.30	\$110.00	\$33.00
2024-09-27	MMA	Received confirmation of funds in a CIBC account from V. Mastromatteo.	0.10	\$500.00	\$50.00
2024-10-01	MMA	Emails exchanged with P. Amaral and S. Mizrahi regarding appraisal of office furniture. Email sent to T. Hogan requesting a bill of sale of office furniture per appraisal.	0.40	\$500.00	\$200.00
2024-10-03	MMA	Request received from J. Oros for a summary of file information. Email exchange with P. Amaral and T. Hogan regarding bill of sale for office furniture. Bill of sale sent to S. Small for review and signature.	0.60	\$500.00	\$300.00
2024-11-01	MMA	Received, reviewed and executed release for CLE Capital Inc.	0.20	\$500.00	\$100.00
2024-11-04	MMA	Email forwarded from S. Mitra received from M. Hussein regarding claim submission and motion. Reply sent to M. Hussein by T. Hogan.	0.20	\$500.00	\$100.00
2025-01-03	MMA	Receipt and review of multiple POCs from parties seeking release of assets and locations of same. Discussion with T. Hogan regarding same.	0.80	\$500.00	\$400.00
2025-01-06	MMA	Email exchanges with A. Daimee regarding release to Volvo.	0.30	\$500.00	\$150.00
2025-02-24	PAM	Receive and review emails with releases for creditor,	0.10	\$325.00	\$32.50
Professional Services Total:			15.60		\$7,423.50

**This is Exhibit “3” of the Affidavit of
MUKUL MANCHANDA
Sworn before me on this 23rd day of April 2025**



A Commissioner, Etc

Barbara Eileen Sturgo,
a Commissioner, etc. for msi Spergel inc
and Spergel & Associates Inc.
Expires September 21, 2025



SPERGEL

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT

Invoice #: 1178

AISHKA EXPRESS INC.

INVOICE

RE: AISHKA EXPRESS INC.

FOR PROFESSIONAL SERVICES RENDERED in the period to and including February 28, 2025, in connection with the Court-appointed receivership proceedings.

Professional Services	Hours	Hourly Rate	Total
Mukul Manchanda, CPA, CIRP, LIT	36.70	\$500.00	\$18,350.00
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.40	\$400.00	\$160.00
Paula Amaral	22.80	\$325.00	\$7,410.00
Eileen Sturge	1.20	\$250.00	\$300.00
Dharam Tiwana	46.60	\$215.00	\$10,019.00
Lindsay Lesmeister	0.50	\$110.00	\$55.00
Total Professional Services	108.20	\$335.43	\$36,294.00
HST			\$4,718.22
Total			\$41,012.22

HST Registration #R103478103
(AAAIEX-R)

**SPERGEL**

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT**Invoice #: 1178**

AISHKA EXPRESS INC.

INVOICE**INVOICE RECONCILIATION PAGE**

Date	Staff	Memo	Hours	B-Rate	Amount
Professional Services					
2024-08-23	MMA	Received notice of appearance from BDC.	0.10	\$500.00	\$50.00
2024-09-04	MMA	Email received from J. Bihis (Blue Shore Financial) advising they have seized certain assets and will be auctioning off in September. Received email from T. Hogan advising of court date and requesting monitor report. Multiple calls with principal of the company. Review of available financial information.	2.70	\$500.00	\$1,350.00
2024-09-05	MMA	Received and reviewed information from Sanji as requested. Received and reviewed memo regarding P. Amaral's visit to debtor's site.	1.50	\$500.00	\$750.00
2024-09-11	MMA	Email received from P. Amaral regarding information received from debtor. Email exchange with S. Mitra and M. Vine regarding information received and information still outstanding from debtor. Email exchange with H. Manis, M. Vine, S. Small regarding an adjournment. Attended a meeting at the company's premises with the principal and staff. Travel back.	2.80	\$500.00	\$1,400.00
2024-09-13	MMA	Drafted report for court. Forwarded to T. Hogan for review and comment.	3.50	\$500.00	\$1,750.00
2024-09-16	MMA	Attended court via Zoom. Email. exchange with J. Oros and S. Mitra regarding the transfer of funds to Spergel and the closing of bank accounts.	2.80	\$500.00	\$1,400.00
2024-09-17	LLE	Created case website and uploaded all relevant documents.	0.50	\$110.00	\$55.00
2024-09-17	MMA	Emails exchanged with A. Ho and H. Manis regarding approval of the draft receivership order.	0.30	\$500.00	\$150.00
2024-09-18	DTI	Review applicant record and prepare to go to client premises for tomorrow.	1.00	\$215.00	\$215.00
2024-09-19	DTI	Travel to site premises, meet with Sanji and company consultant, review HST filings, audit in progress, attempt to collect supporting documents for HST audit, current AR and AP, customer list with addresses. Inquire about large difference in current AR and AR previously received, spot check supporting documents for HST audit, inquire about missing documents.	4.40	\$215.00	\$946.00

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 7434

**SPERGEL**

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT**Invoice #: 1178**

AISHKA EXPRESS INC.

INVOICE

2024-09-19	MMA	Email received from J. Shields advising debtor surrendered vehicles that were recently sold at auction asking which documentation needed to be sent to the receiver. Emails exchanged with J. Shields regarding required documentation. Received and reviewed documentation on leases from J. Shields.	2.90	\$500.00	\$1,450.00
2024-09-20	DTI	Travel to client premises, inquire about updated AR and reasons for variance, get equipment list, review documents provided and sort through some of it to try and establish a sense of what was available, work with Sanji to organize HST back up, take possession of property, have locks changed, check security, travel to yard, take inventory of what is present, locate trailers, coordinate with Ritchie Bros to pick up trailer.	5.40	\$215.00	\$1,161.00
2024-09-23	DTI	Coordinate picking up of equipment, speak with Ritchie Bros and tow company.	0.30	\$215.00	\$64.50
2024-09-23	PAM	Review the Notice and Statement of Receiver prepared by M.Manocher. Review file with D.Tiwana and discuss accounts receivable demand letters and administrative requirements of file. Various emails regarding pick up of vehicles at the Clayson yard.	0.50	\$325.00	\$162.50
2024-09-23	MMA	Received confirmation of PMSI from M. Vine regarding Mercado. Email exchange with M. Vine and J. Shields regarding the surrender and sale of assets belonging to Mercado. Received bank accounts and balances in account from TD Bank. Attended at the company's premises for the purposes of taking possession. Meeting with S. Small and a former employee. Travel back.	3.40	\$500.00	\$1,700.00
2024-09-24	DTI	Review documents and prepare CRA authorizations for Aishka Express and Tanush Transport. Review asset lists, speak with Ritchie Bros and Tow company, review pictures of tires on trailers, investigate possible methods to get equipment to yard.	2.70	\$215.00	\$580.50
2024-09-24	PAM	Review CRA authorization form prior to submission.	0.10	\$325.00	\$32.50
2024-09-24	PAM	Review supporting documentation for HST examinations and attempt to determine validity of documents and order of documents in relation to filings.	2.60	\$325.00	\$845.00
2024-09-25	DTI	E-mail correspondence with Quarterback transportation regarding AR, stop payment to BVD, Work on AR Mailing list	3.10	\$215.00	\$666.50

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 7434

**SPERGEL**

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT**Invoice #: 1178**

AISHKA EXPRESS INC.

INVOICE

2024-09-25	PAM	Receive and respond to email from previous management regarding letter for tenant confirming payment of rent. Recceive copies of leases from RBC and cross reference with items on site.	0.40	\$325.00	\$130.00
2024-09-25	MMA	Received and reviewed receivership certificate. Email exchange with M. Vina and N. Bishop regarding bobcat release for Wells Fargo. Received and reviewed equipment leases as received from J. Oros.	1.00	\$500.00	\$500.00
2024-09-26	EST	Set up in Ascend; order and install license, requisition for banking; update with estate number; transfer to estates	0.50	\$250.00	\$125.00
2024-09-26	DTI	Go to Aishka offices, stay there all day, supervise copying of HST supporting documents, go to yard, speak with personnel and get updated list of assets in yard, check vins and tires to ensure they can be transported	2.80	\$215.00	\$602.00
2024-09-27	DTI	Go to site, stay there all day, supervise copying of invoices, prepare CRA authorizations for remaining companies in group, review completeness of copies, correspond with Ritchie Bros regarding trailers,	3.50	\$215.00	\$752.50
2024-09-27	MMA	Travel to the premises of the company regarding vacating the premises and removing certain items. Providing instructions to staff regarding same. Travel back.	2.20	\$500.00	\$1,100.00
2024-09-30	DTI	Travel to site, meet with Sanji and S. Smoll regarding HST back up documents, review copied files, cross reference to check for completeness, determine documents not complete, collect all copies and take to office, take inventory of items present.	3.50	\$215.00	\$752.50
2024-09-30	DTI	Sort documents retrieved, attempt to access files on computers retrieved.	1.20	\$215.00	\$258.00
2024-10-01	DTI	Review applicant record and make list of items purchased through RBC, - office equipment, pallet manufacturing, forklifts.	1.50	\$215.00	\$322.50



SPERGEL

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT

Invoice #: 1178

AISHKA EXPRESS INC.

INVOICE

2024-10-01	PAM	Email exchange between legal team and Scotiabank regarding accounts. Email exchange between legal team and secured creditor regarding releases. Contact Canam-Appraiz Inc and request appraisal of furniture and forward pictures and receive appraisal. Discussions and negotiations with purchaser of furniture and office equipment. Email legal counsel details of sale of furniture and request Bill of Sale.	1.20	\$325.00	\$390.00
2024-10-02	MMA	Email received from N. Cummings advising she is looking into the status of the bank accounts at Scotiabank. Email exchange with T. Hogan and P. Amaral regarding bill of sale for office equipment.	0.30	\$500.00	\$150.00
2024-10-02	PAM	Receive and review Bill of Sale and advise of changes. Discussions with purchaser regarding additional charges for rental period and payments. Prepare invoices for purchase of office equipment and rent. Email exchanges regarding outstanding accounts receivable.	1.40	\$325.00	\$455.00
2024-10-03	PAM	Receive and review updated Bill of Sale. Discussions with purchaser and forward Bill of Sale to purchaser for signature and payment.	0.30	\$325.00	\$97.50
2024-10-04	DTI	Travel to premises, meet S. Small, oversee removal of office furniture and office equipment. verification of payments, ensure trailer is secured over the weekend. Speak with vending machine operator regarding removal of machine. Confirm possession of 5 trailers requested to be picked up from 90 Clayson Dr.	2.50	\$215.00	\$537.50
2024-10-04	MMA	Email exchange with T. Hogan and P. Amaral regarding office furniture bill of sale. Discussion with S. Small regarding same.	0.30	\$500.00	\$150.00
2024-10-04	PAM	Meet with purchaser to remove supervise removal of equipment from premises.	3.30	\$325.00	\$1,072.50
2024-10-07	DTI	Travel to client site, S. Small, contact banking dept. to inquire if funds have been received. Meet with personnel from Canam Appraiz and coordinate pick up of equipment. Attend to phone call from A. Rabinowitz regarding AR.	2.20	\$215.00	\$473.00

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 7434

**SPERGEL**

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT**Invoice #: 1178**

AISHKA EXPRESS INC.

INVOICE

2024-10-07	MMA	Received email from K. Liu regarding claim submission. Email exchange with E. Jay requesting contact information for equipment pick up.	0.30	\$500.00	\$150.00
2024-10-07	PAM	Attend premises to supervise final removal of furniture and equipment.	4.20	\$325.00	\$1,365.00
2024-10-08	DTI	Prepare mail forwarding request, go to Canada Post and get mail forwarding.	1.00	\$215.00	\$215.00
2024-10-08	DTI	Respond to multiple calls and e-mails regarding AR demand letters.	1.10	\$215.00	\$236.50
2024-10-08	MMA	Received lawyer information from E. Jay. Forwarded information to T. Hogan to reach out regarding HST audit. Email received from K. Liu regarding proof of claim for Policaro.	0.40	\$500.00	\$200.00
2024-10-08	PAM	Email exchanges with customers and D. Tiwana with customers regarding email exchanges.	0.30	\$325.00	\$97.50
2024-10-09	DTI	Correspond with T Masterson and Ford regarding proof of claim and release for a Lincoln Navigator, respond to multiple calls and e-mails regarding AR demand letters, follow up with T. Hogan regarding factoring with BVD.	1.60	\$215.00	\$344.00
2024-10-09	MMA	Emails exchanged with Scotiabank regarding the freezing of accounts and obtaining additional information. Received proof of claim from Ford. Forwarded to T. Hogan and T. Masterson to address. Email exchange with P. Amaral and T. Hogan requesting the lease be disclaimed for the property. Received and reviewed list of assets on a lease that RBC advanced on from J. Oros. Email exchange with Sanji, E. Sturge and P. Amaral regarding WEPPA. Email exchange with D. Tiwana and T. Hogan regarding collection of amounts factored by BVD. Emails exchanged with H. Kutsenko and T. Hogan regarding setting up a meeting to discuss CRA HST issues. Emails exchanged with S. Mizrahi and P. Amaral regarding inclusion of assets in upcoming auction.	2.20	\$500.00	\$1,100.00
2024-10-09	PAM	Meeting with legal team regarding HST audits, outstanding HST returns and next steps.	0.50	\$325.00	\$162.50
2024-10-10	DTI	Correspondence with Ritchie Bros regarding Montréal trailers, phone and e-mail correspondence from various debtors regarding AR demand letters.	0.70	\$215.00	\$150.50
2024-10-10	MMA	Update received from H. Kutsenko regarding HST audit. Teams call with H. Kutsenko and T. Hogan to discuss HST audit.	0.70	\$500.00	\$350.00

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 7434

**SPERGEL**

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT**Invoice #: 1178**

AISHKA EXPRESS INC.

INVOICE

2024-10-11	DTI	<i>e-mail correspondence with Ritchie brothers regarding trailers in montreal, respond to questions from customers regarding factored invoices.</i>	0.50	\$215.00	\$107.50
2024-10-11	DTI	<i>Drive to Gay Lea head office and deliver notice to disclaim lease.</i>	1.80	\$215.00	\$387.00
2024-10-11	MMA	<i>Email exchange with P. Amaral and E. Smoluch regarding inclusion of assets in upcoming auction. Email exchange with T. Hogan regarding timing of lease disclaimer. Reviewed and executed disclaimer of lease as received from T. Hogan. Served disclaimer of leases. Received request from K. Courchesne for update on file.</i>	0.70	\$500.00	\$350.00
2024-10-11	PAM	<i>Receive disclaimer of lease documents for lease of Huxley and Clayson properties. Email disclaimers to property management and coordiante in person delivery with D. Tiwana.</i>	0.30	\$325.00	\$97.50
2024-10-15	DTI	<i>E-mail correspondence with Ritchie brothers regarding Montreal trailers, phone calls from creditors.</i>	0.20	\$215.00	\$43.00
2024-10-15	MMA	<i>Email exchange with E. Smoluch regarding sale of assets in upcoming auction. Emails exchanged with P. Amaral and E. Jay regarding location of asset.</i>	0.40	\$500.00	\$200.00
2024-10-16	PAM	<i>Receive and reply to emails requesting information on assets and debtor contact information.</i>	0.10	\$325.00	\$32.50
2024-10-16	DTI	<i>E-mail correspondence with various creditors, Ritchie brothers to confirm all trailers are in possession, Ford Credit regarding passenger vehicle, e-mail counsel to request release letter,</i>	0.50	\$215.00	\$107.50
2024-10-16	MMA	<i>Email exchange with D. Powrie and P. Amaral regarding contact information of owner.</i>	0.20	\$500.00	\$100.00
2024-10-18	DTI	<i>Update CRA authorization request forms and fax.</i>	0.70	\$215.00	\$150.50
2024-10-24	DTI	<i>Respond to e-mails for accounts receivable, update notes.</i>	0.20	\$215.00	\$43.00
2024-10-28	MMA	<i>Email exchange with T. Tountas confirming closure of bank accounts. Email exchange with T. Masterson regarding providing releases to creditors with confirmed PMSI.</i>	0.40	\$500.00	\$200.00
2024-10-29	PAM	<i>Discussion with CRA auditor regarding status of audit and submission of documents. Email management and provide update on audit deadline and request update on submission of information.</i>	0.30	\$325.00	\$97.50
2024-10-29	MMA	<i>Emails sent by T. Masterson to B. Bankrup, K. Courchesne and J. Rivard providing releases for review and signature.</i>	0.30	\$500.00	\$150.00

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 7434



April 23, 2025

DRAFT

Invoice #: 1178

AISHKA EXPRESS INC.

INVOICE

2024-10-30	PAM	Receive email from Scotiabank requesting releases with POC, PPSA and leases for vehicles and save to drive. Forward request to legal team.	0.20	\$325.00	\$65.00
2024-10-30	MMA	Email sent to T. Masterson regarding lease payouts for Scotiabank. Releases sent to Scotiabank by T. Masterson.	0.20	\$500.00	\$100.00
2024-10-31	PAM	Prepare cheque and deposit requisitions for transfer of funds from pre-chequing account to receivership account for sale of assets and receiver borrowing.	2.00	\$325.00	\$650.00
2024-11-01	MMA	Attended and responded to calls and emails from various stakeholders and interested parties.	0.90	\$500.00	\$450.00
2024-11-05	MMA	Receive, review and execute asset release letter. Email exchange with P. Amaral and E. Jay regarding picking up documents for CRA audit.	0.60	\$500.00	\$300.00
2024-11-06	GGO	Receive and review bank reconciliation.	0.10	\$400.00	\$40.00
2024-11-06	MMA	Email exchange with E. Mansour and T. Masterson regarding location of assets. Email exchange with P. Amaral and E. Jay regarding picking up of documents for CRA audit.	0.40	\$500.00	\$200.00
2024-11-11	MMA	Emails exchanged with T. Hogan and F. Sauvageau regarding statement of account and release of assets.	0.30	\$500.00	\$150.00
2024-11-14	PAM	Receive email from Geolin Financing regarding security and release on assets and forward to legal team.	0.10	\$325.00	\$32.50
2024-11-14	MMA	Emails exchanged with E. Jay and P. Amaral regarding the filing of HST and collection of invoices. Emails exchanged with T. Hogan and F. Sauvageau regarding release and location of assets.	0.50	\$500.00	\$250.00
2024-11-18	MMA	Email received from S. Small providing update on CRA files.	0.10	\$500.00	\$50.00
2024-11-18	MMA	Phone call with T. Hogan regarding BVD's security.	0.50	\$500.00	\$250.00
2024-11-27	DTI	Speak with CRA insolvency department regarding account, update fax and send CRA authorization requests.	0.90	\$215.00	\$193.50
2024-12-02	MMA	Review of file regarding outstanding matters including location of certain RBC leased assets. Discussion with P. Amaral regarding same. Instructed P. Amaral to write to the debtor requesting location of the missing assets. Review of email exchanges with Sia regarding the list of assets sold at the auction. Review of email exchanges with the debtor regarding same.	0.90	\$500.00	\$450.00
2024-12-02	DTI	Update current status of file, Review status of RBC assets, prepare summary for review.	0.80	\$215.00	\$172.00

**SPERGEL**

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT**Invoice #: 1178**

AISHKA EXPRESS INC.

INVOICE

2024-12-02	PAM	Prepare list of equipment leased with RBC and email debtor to request location of equipment.	0.60	\$325.00	\$195.00
2024-12-03	MMA	Sent an email to E. Jay asking him to provide location of certain RBC leased assets. Provided him with a copy of the Receivership Order and cited the relevant paragraph.	0.30	\$500.00	\$150.00
2024-12-03	GGO	Receive and review bank reconciliation.	0.10	\$400.00	\$40.00
2025-01-03	EST	Email exchanges with E. Mansour of Mitsubishi. Forward documents to Tim Hogan re releases.	0.70	\$250.00	\$175.00
2025-01-06	DTI	Review accounts receivable and verify any amounts received were not on BVD's factoring list. Update legal counsel with findings.	0.70	\$215.00	\$150.50
2025-01-07	GGO	Receive and review bank reconciliation	0.10	\$400.00	\$40.00
2025-01-07	PAM	Receive and review email from secured creditor and forward to legal counsel for review.	0.20	\$325.00	\$65.00
2025-01-08	DTI	Review correspondence with Canam Appraiz.	0.10	\$215.00	\$21.50
2025-01-17	PAM	Receive call from Finloc requesting security review and releases on equipment. Forward information to legal counsel for review.	0.30	\$325.00	\$97.50
2025-01-21	DTI	Review mail received for the company.	0.20	\$215.00	\$43.00
2025-01-22	DTI	Correspondence with Legal counsel regarding unauthorized use of license plates.	0.30	\$215.00	\$64.50
2025-01-28	DTI	Speak with CRA regarding HST account, file RT0001 post receivership returns.	0.60	\$215.00	\$129.00
2025-01-31	DTI	Correspondence regarding BVD letters sent out.	0.20	\$215.00	\$43.00
2025-02-03	MMA	Email exchange with A. Daimee, T. Hogan, regarding freezing vehicle RINs and use of plates. Lengthy call with CRA regarding outstanding audit. Review of documents available in support of the audit. Telephone call with MTO regarding freezing of RIN and VINs.	1.10	\$500.00	\$550.00
2025-02-03	PAM	Various emails with legal team regarding freezing RINS for unauthorized use of plates.	0.10	\$325.00	\$32.50
2025-02-04	DTI	Correspondence with IBS Freight regarding BVD letters.	0.10	\$215.00	\$21.50
2025-02-06	MMA	Receipt, review and sign the release letters for Finloc 2000 and the letter for freezing RIN.	1.20	\$500.00	\$600.00
2025-02-06	DTI	Correspondence with A. Daimee regarding RIN freeze.	0.10	\$215.00	\$21.50

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 7434



SPERGEL

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT

Invoice #: 1178

AISHKA EXPRESS INC.

INVOICE

2025-02-06	PAM	<i>Receive email requesting releases and forward to legal counsel.</i>	0.10	\$325.00	\$32.50
2025-02-07	PAM	<i>Assemble information requested by bank to provide an update on the file including preparation for SRD with M.Sarabi, list of vehicles seized, update on accounts receivable and status of factored payments.</i>	2.60	\$325.00	\$845.00
2025-02-07	MMA	<i>Review of email exchange with RBC regarding the R&D and assets of debtor.</i>	0.10	\$500.00	\$50.00
2025-02-10	GGO	<i>Receive and review bank reconciliation.</i>	0.10	\$400.00	\$40.00
2025-02-12	PAM	<i>Prepare a package for the banking team with an update on accounts receivable collections, status of assets including possession and plans for sale, HST returns and audits. Request an update from Ritchie Brothers on assets in their possession and estimated value.</i>	0.80	\$325.00	\$260.00
2025-02-14	MMA	<i>Receipt, review and sign the release letter.</i>	0.20	\$500.00	\$100.00
2025-02-21	PAM	<i>Discussion with bailiff regarding asset that has been reported stolen.</i>	0.30	\$325.00	\$97.50
2025-02-28	DTI	<i>Correspondence from JR regarding letters.</i>	0.20	\$215.00	\$43.00
Professional Services Total:			108.20		\$36,294.00

**This is Exhibit “4” of the Affidavit of
MUKUL MANCHANDA
Sworn before me on this 23rd day of April 2025**



A Commissioner, Etc

Barbara Eileen Sturge,
a Commissioner, etc. for msi Spergel inc
and Spergel & Associates Inc.
Expires September 21, 2025



SPERGEL

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT

Invoice #: 1179

AISHKA RECYCLING INC.

INVOICE

RE: AISHKA RECYCLING INC.

FOR PROFESSIONAL SERVICES RENDERED in the period to and including February 28, 2025, in connection with the Court-appointed receivership proceedings.

Professional Services	Hours	Hourly Rate	Total
Mukul Manchanda, CPA, CIRP, LIT	1.80	\$500.00	\$900.00
Paula Amaral	1.40	\$325.00	\$455.00
Eileen Sturge	0.50	\$250.00	\$125.00
Dharam Tiwana	0.60	\$215.00	\$129.00
Total Professional Services	4.30	\$374.19	\$1,609.00
HST			\$209.17
Reimbursable Expenses			Total
Miscellaneous			\$393.67
Total Reimbursable Expenses			\$393.67
HST on expenses			\$51.18
Total			\$2,263.02
HST Registration #R103478103 (AAAISH-R)			



SPERGEL

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT

Invoice #: 1179

AISHKA RECYCLING INC.

INVOICE

INVOICE RECONCILIATION PAGE

Date	Staff	Memo	Hours	B-Rate	Amount
Professional Services					
2024-09-12	MMA	Email exchange with T. Hogan, M. Vine and S. Venton regarding the financial position of the debtor with BDC.	0.40	\$500.00	\$200.00
2024-09-13	MMA	Email exchange with H. Manis and T. Hogan regarding the monitor's position. Received and reviewed indebtedness to BDC received from V. DaRe.	0.50	\$500.00	\$250.00
2024-09-20	PAM	Prepare and send bank letters to banks requesting account information and freezing of accounts.	1.20	\$325.00	\$390.00
2024-09-20	MMA	Emails sent to CIBC, TD and Scotia bank requesting the account identification and freezing.	0.40	\$500.00	\$200.00
2024-09-25	MMA	Received and reviewed receivership certificate.	0.20	\$500.00	\$100.00
2024-09-26	EST	Set up in Ascend; order and install license, requisition for banking; update with estate number; transfer to estates	0.50	\$250.00	\$125.00
2024-12-05	MMA	Email exchanges with H. Manis regarding missing assets.	0.30	\$500.00	\$150.00
2024-12-16	DTI	Review correspondence from BVD and legal counsel, review AR collected and correspond with amounts due to BVD, provide update.	0.60	\$215.00	\$129.00
2025-01-07	PAM	Receive and review email from legal counsel regarding security review and releases for secured assets.	0.20	\$325.00	\$65.00
Professional Services Total:			4.30		\$1,609.00
Reimbursable Expenses					
2024-10-07	NTA				\$179.99
2024-11-04	NTA				\$213.68
Reimbursable Expenses Total:			2.00		\$393.67

**This is Exhibit “5” of the Affidavit of
MUKUL MANCHANDA
Sworn before me on this 23rd day of April 2025**



A Commissioner, Etc

Barbara Eileen Sturge,
a Commissioner, etc. for msi Spergol inc.
and Spergel & Associates Inc.
Expires September 21, 2025



SPERGEL

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT

Invoice #: 1180

TANUSH TRANSPORT INC.

INVOICE

RE: TANUSH TRANSPORT INC.

FOR PROFESSIONAL SERVICES RENDERED in the period to and including February 28, 2025, in connection with the Court-appointed receivership proceedings.

Professional Services	Hours	Hourly Rate	Total
Mukul Manchanda, CPA, CIRP, LIT	14.10	\$500.00	\$7,050.00
Gillian Goldblatt, CPA, CA, CIRP, LIT	0.40	\$400.00	\$160.00
Paula Amaral	9.90	\$325.00	\$3,217.50
Eileen Sturge	0.50	\$250.00	\$125.00
Others	0.60	\$211.67	\$127.00
Total Professional Services	25.50	\$418.80	\$10,679.50
HST			\$1,388.34
Total			\$12,067.84

HST Registration #R103478103
(AATANU-R)



SPERGEL

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT

Invoice #: 1180

TANUSH TRANSPORT INC.

INVOICE

INVOICE RECONCILIATION PAGE

Date	Staff	Memo	Hours	B-Rate	Amount
Professional Services					
2024-09-03	MMA	Received and reviewed endorsement and order.	0.40	\$500.00	\$200.00
2024-09-11	MMA	Claims received from Volvo. Email exchange with T. Hogan regarding advising H. Manis of creditor claims.	0.40	\$500.00	\$200.00
2024-09-17	MMA	Email exchanged with L. Monaghan and A. Ho regarding Tanush's indebtedness to MHCCNA and the appointment of receiver.	0.30	\$500.00	\$150.00
2024-09-23	PAM	Attend site to review printed documents, HST returns and supporting documentation.	3.00	\$325.00	\$975.00
2024-09-25	HSI	open account	0.50	\$220.00	\$110.00
2024-09-25	PAM	Email exchanges with D.Tiwana and customers regarding accounts receivable.	0.20	\$325.00	\$65.00
2024-09-25	MMA	Received and reviewed certificate of receivership.	0.20	\$500.00	\$100.00
2024-09-26	EST	Set up in Ascend; order and install license, requisition for banking; update with estate number; transfer to estates	0.50	\$250.00	\$125.00
2024-09-30	PAM	Review requisitions for payables prepared by M. Manocher.	3.00	\$325.00	\$975.00
2024-09-30	MMA	Email exchange with E. Jeya and T. Hogan regarding a purchaser for assets.	0.30	\$500.00	\$150.00
2024-10-01	PAM	Prepare list of equipment and upload pictures. Forward to Canam appraisals to request value of equipment. Discuss price with buyer. Forward documents to legal team to prepare a bill of sale. Review leases in applicant record and contact Canam Appraiz Inc. to view equipment on site. Review property lease to determine per diem rate.	1.70	\$325.00	\$552.50
2024-10-02	PAM	Discussions with D.Tiwana regarding accounts receivable disputes. Email exchanges with customers regarding outstanding amounts and proof payments.	0.30	\$325.00	\$97.50
2024-10-03	MMA	Various emails exchanged with P. Baxi and K. Westfall regarding BVD factoring invoices.	0.50	\$500.00	\$250.00
2024-10-04	MMA	Received and reviewed auction proceeds from J. Shields with Prospera.	0.20	\$500.00	\$100.00
2024-10-07	PAM	Request contact information for location of trucks in Montreal.	0.10	\$325.00	\$32.50

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 7434

**SPERGEL**

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT**Invoice #: 1180**

TANUSH TRANSPORT INC.

INVOICE

2024-10-08	PAM	Receive and review emails from customers regarding accounts receivable. Receive email with proof of claim form creditor and forward to legal counsel.	0.20	\$325.00	\$65.00
2024-10-09	MMA	Email exchange with K. Westfall and T. Hogan regarding the factoring agreement with BVD and Tanush. Email exchange with T. Hogan, S. Mitra and A. Ho regarding summary of PPSA search.	0.50	\$500.00	\$250.00
2024-10-10	MMA	Received and reviewed documents provided by K. Westfall in relation to the factoring agreement with BVD.	0.40	\$500.00	\$200.00
2024-10-11	PAM	Review vehicles that were not picked up and request location from debtor.	0.20	\$325.00	\$65.00
2024-10-15	MMA	Email exchange with T. Hogan and K. Westfall regarding factoring agreement.	0.20	\$500.00	\$100.00
2024-10-16	PAM	Receive and review emails related to accounts receivable.	0.10	\$325.00	\$32.50
2024-10-16	MMA	Received security documents from Meridian OneCap. Forwarded to T. Hogan for review.	0.30	\$500.00	\$150.00
2024-10-17	MMA	Email received from D. Powrie requesting location of assets belonging to TFG Financial Corp.	0.10	\$500.00	\$50.00
2024-10-21	MMA	Received and reviewed confirmation from T. Hogan that the receivables belong to BVD.	0.30	\$500.00	\$150.00
2024-10-22	MMA	Follow up received from K. Westfall on timing for notification to customers for payment instructions.	0.10	\$500.00	\$50.00
2024-10-24	MMA	Received and reviewed PMSI review as received from T. Masterson. Provided direction to provide standard releases to CLE Capital, Mercado Capital, Ford, Volvo and Meridian.	0.30	\$500.00	\$150.00
2024-10-24	PAM	Email exchanges with customers regarding accounts receivable.	0.10	\$325.00	\$32.50
2024-10-29	MMA	Email exchange with T. Masterson and L. Kusterski regarding security documents for Meridian OneCap.	0.20	\$500.00	\$100.00
2024-11-04	MMA	Received, reviewed and executed release for VFS.	0.30	\$500.00	\$150.00
2024-11-05	MMA	Email exchange with T. Masterson and S. Seruga regarding asset release.	0.20	\$500.00	\$100.00
2024-11-06	PAM	Receive email from secured creditor and forward to legal team.	0.10	\$325.00	\$32.50
2024-11-06	GGO	Receive and review bank reconciliation.	0.10	\$400.00	\$40.00

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 7434



SPERGEL

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT

Invoice #: 1180

TANUSH TRANSPORT INC.

INVOICE

2024-11-06	MMA	Email received from Daimler regarding security documents for units in their possession. Forwarded to T. Hogan and T. Masterson for response. Received and reviewed payout statement and lease agreement from S. Seruga.	0.40	\$500.00	\$200.00
2024-11-08	PAM	Receive call from CRA auditor advising that company is being audited. Email company to advise of document submission date.	0.10	\$325.00	\$32.50
2024-11-08	MMA	Email exchange with P. Amaral and E. Jay regarding CRA audit and document submission deadline. Review of the available documents.	1.00	\$500.00	\$500.00
2024-11-11	MMA	Emails exchanged with T. Hogan regarding the release for Volvo.	0.20	\$500.00	\$100.00
2024-11-13	MMA	Follow up email received from K. Westfall regarding payment of outstanding receivables. Emails exchanged with E. Jay and P. Amaral regarding document submission to CRA. Follow up email received from F. Sauvageau regarding asset release.	0.50	\$500.00	\$250.00
2024-11-14	MMA	Emails exchanged with P. Amaral and T. Hogan regarding the factoring with BVD.	0.30	\$500.00	\$150.00
2024-11-18	MMA	Email exchange with T. Hogan and P. Baxi regarding update on payments.	0.20	\$500.00	\$100.00
2024-11-25	PAM	Receive and review proof of claim from CRA and save to drive.	0.10	\$325.00	\$32.50
2024-11-25	MMA	Email exchange with F. Sauvageau regarding location of assets.	0.20	\$500.00	\$100.00
2024-11-26	MMA	Emails exchanged with T. Masterson and F. Sauvageau regarding the location of assets. Emails exchanged with T. Masterson and S. Seruga regarding the release of assets. Received, reviewed and executed asset release.	0.60	\$500.00	\$300.00
2024-11-27	MMA	Email exchanged with A. Daimee regarding releases for Daimler. Numerous emails exchanged with T. Masterson and F. Sauvageau regarding vehicle release and lien removal.	0.60	\$500.00	\$300.00
2024-11-29	MMA	Lengthy call with H. Manis regarding missing assets and non compliance of the debtor with the receivership order. discussion with T. Hogan regarding same,	0.80	\$500.00	\$400.00
2024-12-02	IFR	Deposit	0.10	\$170.00	\$17.00
2024-12-05	GGO	Receive and review bank reconciliation.	0.10	\$400.00	\$40.00
2024-12-17	MMA	Review of security documents of various lenders. Prepare, sign and provided the release where applicable. Attended responded to various calls from stakeholders.	1.80	\$500.00	\$900.00

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 7434



SPERGEL

msi Spergel inc., Licensed Insolvency Trustees
Head Office: 200 Yorkland Blvd., Suite 1100
Toronto, ON., M2J 5C1
T: 416 497 1660 • F: 416 494 7199
www.spergel.ca

April 23, 2025

DRAFT

Invoice #: 1180

TANUSH TRANSPORT INC.

INVOICE

2025-01-06	PAM	Review accounts receivable payments and notes with D.Tiwana to determine payments received from customers owing funds to BVD.	0.20	\$325.00	\$65.00
2025-01-06	MMA	Email exchanges with P. Baxi regarding AR issue related to BVD.	0.20	\$500.00	\$100.00
2025-01-07	PAM	Receive and review email from legal counsel regarding security review of Mitsubishi assets. Several emails related to accounts receivable and amounts owing to factoring company.	0.40	\$325.00	\$130.00
2025-01-07	MMA	Email exchanges with T. Hogan regarding security interest of Mitsubishi.	0.20	\$500.00	\$100.00
2025-01-07	MMA	Multiple email exchanges with K. Westfall regarding collection of receivables.	0.20	\$500.00	\$100.00
2025-01-08	GGO	Receive and review bank reconciliation	0.10	\$400.00	\$40.00
2025-01-08	MMA	Email exchanges with T. Hogan regarding communication to debtor regarding books and records and other matters. Email exchanges with K. Westfall regarding BVD receivables.	0.30	\$500.00	\$150.00
2025-01-15	MMA	Receipt and review of multiple documents from J. Gauthier of Finloc. Forwarded same to T. Hogan for PMSI review.	0.40	\$500.00	\$200.00
2025-02-06	MMA	Review of emails from multiple PMSi holders containing security documents. Receipt, review and sign release letters.	1.00	\$500.00	\$500.00
2025-02-06	PAM	Receive email from customer in response to letter advising customers to pay BVD. Review the accounts receivable related to the customer and respond to email confirming receipt of response.	0.10	\$325.00	\$32.50
2025-02-10	GGO	Receive and review bank reconciliation.	0.10	\$400.00	\$40.00
Professional Services Total:			25.50		\$10,679.50

APPENDIX “9”

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

ROYAL BANK OF CANADA

Applicant

- and -

AHM TRANSPORT INC., AISHKA EXPRESS 2016 INC., AISHKA EXPRESS
INC., AISHKA RECYCLING INC. and TANUSH TRANSPORT INC.

Respondents

**AFFIDAVIT OF THOMAS MASTERSON
(Sworn April 24, 2025)**

I, **THOMAS MASTERSON**, of the City of London, in the Province of Ontario, **MAKE OATH AND SAY:**

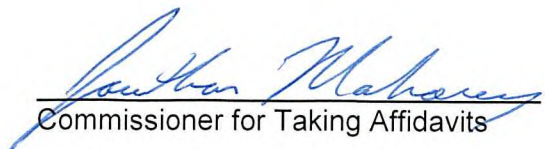
1. I am a solicitor qualified to practice law in the Province of Ontario and I am a lawyer with Harrison Pensa ^{LLP}, who acts as counsel for msi Spergel inc., in its capacity as Court-Appointed Receiver of the Respondents in the within proceeding, and as such I have knowledge of the matters to which I hereinafter depose except for those matters based expressly upon information and belief.
2. Attached hereto and marked as **Exhibit "A"** is a summary of the time incurred by professionals at Harrison Pensa ^{LLP}, the hourly rate and fees associated with such and disbursements in relation with this matter for the period of August 21, 2024 to November 11, 2024.
3. Attached hereto and marked as **Exhibit "B"** are particulars of time spent by professionals at Harrison Pensa ^{LLP} in connection with this matter for the period of August 21, 2024 to November 11, 2024 and an account statement detailing the services provided dated November 12, 2024.

4. Attached hereto and marked as **Exhibit "C"** is a summary of the time incurred by professionals at Harrison Pensa ^{LLP}, the hourly rate and fees associated with such and disbursements in relation with this matter for the period of November 13, 2024 to April 23, 2025.
5. Attached hereto and marked as **Exhibit "D"** are particulars of time spent by professionals at Harrison Pensa ^{LLP} in connection with this matter for the period of November 13, 2024 to April 23, 2025 and an account statement detailing the services provided dated April 24, 2025.
6. The hourly billing rates set out in the Exhibits are comparable to the hourly rates charged by Harrison Pensa ^{LLP} for services rendered in relation to similar proceedings.
7. The fees and disbursements of Harrison Pensa ^{LLP} in this matter to April 23, 2025 are as follows:
 - a. Total Billed Fees and Disbursements from August 21, 2024 to November 11, 2024 - \$19,587.42;
 - b. Total Billed Fees and Disbursements from November 13, 2024 to April 23, 2025 - \$15,071.99

Total: \$34,659.41.
8. The weighted average hourly rate charged by professionals at Harrison Pensa ^{LLP} is \$314.72.
9. I make this Affidavit in support of among other things, approval of fees and disbursements of the counsel for the Receiver.

Sworn before me: ☒ in person OR ☐ by video conference

by Thomas Masterson at the City of London, in the County of Middlesex, before me on April 24, 2025.


Commissioner for Taking Affidavits


THOMAS MASTERSON

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

ROYAL BANK OF CANADA

Applicant

- and -

AHM TRANSPORT INC., AISHKA EXPRESS 2016 INC., AISHKA EXPRESS
INC., AISHKA RECYCLING INC. and TANUSH TRANSPORT INC.

Respondents

EXHIBITS

TABS "A" TO "D" ARE THE
EXHIBITS TO THE AFFIDAVIT OF
THOMAS MASTERSON
SWORN THIS 24th DAY OF APRIL, 2025



A Commissioner for taking Affidavits

EXHIBIT A

(From August 21, 2024 to November 11, 2024)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Timothy C. Hogan	1995	17.00	\$550.00	\$9,350.00
	Melinda Vine	2007	10.70	\$375.00	\$4,012.50
Associates	Thomas Masterson	2019	4.90	\$275.00	\$1,347.50
	Jason DiFruscia	2021	0.20	\$220.00	\$44.00
Clerks	Olivia Rajsp		0.20	\$205.00	\$41.00
	Emma Benaway		2.70	\$145.00	\$391.50
Students	Kinsey Greenfield		1.20	\$150.00	\$180.00
	Areeb Daimee		5.60	\$175.00	\$980.00
TOTAL FEES					\$16,346.50
HST ON FEES					\$2,125.05
TOTAL TAXABLE DISBURSEMENTS					\$973.34
TOTAL NON – TAXABLE DISBURSEMENTS					\$16.00
HST DISBURSEMENTS					\$126.53
TOTAL FEES, DISBURSEMENTS AND HST					\$19,587.42

EXHIBIT B

Harrison Pensa

LAWYERS

130 Dufferin Avenue, Suite 1101
P.O. Box 3237
London, ON N6A 4K3

Telephone: (519) 679 9660
Facsimile: (519) 667 3362

msi Spergel inc.

November 12, 2024
Invoice #: 2238502
Account #: 2238502-203564

File #: 203564/Timothy C. Hogan
RE: Aishka Express 2016 Inc.

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
21-Aug-24	Review amend Monitor Order, e-mail with counsel/client	.40	\$220.00	TCH
21-Aug-24	E-mails with counsel	.20	\$110.00	TCH
22-Aug-24	E-mails with counsel/review endorsement	.40	\$220.00	TCH
28-Aug-24	Call with client/e-mail to counsel	.40	\$220.00	TCH
28-Aug-24	E-mails with debtor and counsel	.40	\$220.00	TCH
31-Aug-24	E-mails with client/counsel re leases and records	.40	\$220.00	TCH
4-Sep-24	E-mail with Bank counsel/client	.40	\$220.00	TCH
9-Sep-24	E-mail/with client and e-mails with RBC counsel	.60	\$330.00	TCH
10-Sep-24	To review file and court orders;	.30	\$112.50	MVI
10-Sep-24	To conference counsel and client;	.20	\$75.00	MVI
10-Sep-24	To conference client and Bank;	.40	\$150.00	MVI
10-Sep-24	TO correspondence from counsel;	.20	\$75.00	MVI
11-Sep-24	To various correspondence with counsel and client;	.90	\$337.50	MVI
11-Sep-24	To correspondence with counsel;	.20	\$75.00	MVI
11-Sep-24	To various correspondence with Howard;	.20	\$75.00	MVI
11-Sep-24	To various correspondence re: reporting;	.20	\$75.00	MVI
11-Sep-24	To correspondence with Volvo;	.20	\$75.00	MVI
11-Sep-24	E-mails with counsel and Volvo	.20	\$110.00	TCH
11-Sep-24	E-mails with counsel/client	.40	\$220.00	TCH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
12-Sep-24	Call/e-mail with client	.40	\$220.00	TCH
12-Sep-24	E-mails with counsel, calls with counsel, review responding affidavit	1.00	\$550.00	TCH
12-Sep-24	To correspondence with client;	.20	\$75.00	MVI
12-Sep-24	To correspondence to Venton;	.20	\$75.00	MVI
12-Sep-24	To call to Venton;	.20	\$75.00	MVI
12-Sep-24	E-mail with BDC	.20	\$110.00	TCH
13-Sep-24	E-mail with BDC counsel	.20	\$110.00	TCH
13-Sep-24	Review/revise report, calls with client, e-mail to counsel	1.00	\$550.00	TCH
13-Sep-24	E-mails with counsel	.40	\$220.00	TCH
13-Sep-24	Call/e-mail with Bank counsel	.20	\$110.00	TCH
13-Sep-24	To various correspondence;	.20	\$75.00	MVI
13-Sep-24	To upload Caselines;	.20	\$29.00	EMB
13-Sep-24	To file;	.20	\$29.00	EMB
13-Sep-24	To draft affidavit of service;	.30	\$43.50	EMB
13-Sep-24	To draft letter;	.20	\$29.00	EMB
13-Sep-24	To courier;	.30	\$43.50	EMB
13-Sep-24	To serve responding record;	.20	\$29.00	EMB
13-Sep-24	To update service list;	.20	\$29.00	EMB
13-Sep-24	To compile report;	.50	\$72.50	EMB
13-Sep-24	To update Caselines;	.20	\$29.00	EMB
13-Sep-24	To various correspondence with counsel for BDC;	.20	\$75.00	MVI
13-Sep-24	To review responding materials;	.30	\$112.50	MVI
13-Sep-24	To correspondence with client;	.20	\$75.00	MVI
16-Sep-24	To various correspondence re: adjournment;	.30	\$112.50	MVI
16-Sep-24	To receipt and review of endorsement from court;	.30	\$112.50	MVI
16-Sep-24	To receipt and review of correspondence from Howard; to conference Sanj; to prepare for motion;	1.00	\$375.00	MVI
16-Sep-24	To correspondence with client;	.20	\$75.00	MVI
16-Sep-24	To attend at court;	1.00	\$375.00	MVI
16-Sep-24	To correspondence with o/c;	.20	\$75.00	MVI
16-Sep-24	To review order and correspondence with counsel for the Bank;	.30	\$112.50	MVI
16-Sep-24	To correspondence to leasing counsel;	.20	\$75.00	MVI

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
16-Sep-24	To conference Sanj;	.20	\$75.00	MVI
16-Sep-24	E-mails with Counsel;	.20	\$110.00	TCH
17-Sep-24	To update file;	.20	\$29.00	EMB
17-Sep-24	To correspondence from Mitsubishi;	.20	\$75.00	MVI
17-Sep-24	To various correspondence re: Order;	.20	\$75.00	MVI
18-Sep-24	To various correspondence with client;	.30	\$112.50	MVI
18-Sep-24	To receipt of Order from court;	.20	\$75.00	MVI
18-Sep-24	To conference client;	.20	\$75.00	MVI
18-Sep-24	To update service list;	.20	\$29.00	EMB
19-Sep-24	To correspondence from client;	.20	\$75.00	MVI
19-Sep-24	To correspondence with leasing company;	.20	\$75.00	MVI
19-Sep-24	E-mail from Mercado Capital/client;	.20	\$110.00	TCH
20-Sep-24	E-mails with Mercado Capital;	.20	\$110.00	TCH
20-Sep-24	To obtain PPSA report;	.10	\$20.50	ORA
23-Sep-24	E-mail from Tanush Transport/Client;	.20	\$110.00	TCH
23-Sep-24	To PSMI analysis; to correspondence to client; to correspondence to Mercado;	.50	\$187.50	MVI
23-Sep-24	PMSI analysis for Mercado Capital Corporation.	.60	\$105.00	ard
24-Sep-24	To various correspondence with counsel for RBC; to correspondence with Bishop financial;	.30	\$112.50	MVI
24-Sep-24	E-mails from Counsel;	.20	\$110.00	TCH
25-Sep-24	To correspondence with financier;	.20	\$75.00	MVI
25-Sep-24	To correspondence from Mercado Leasing;	.20	\$75.00	MVI
26-Sep-24	E-mails with Client;	.20	\$110.00	TCH
30-Sep-24	E-mail from borrower/to client	.40	\$220.00	TCH
1-Oct-24	E-mail with client, e-mail with BNS, call to BNS	.40	\$220.00	TCH
1-Oct-24	E-mails with client re office equipment sale	.40	\$220.00	TCH
1-Oct-24	To draft bill of sale for furniture and equipment sale	.50	\$75.00	KGR
2-Oct-24	To update and send out bill of sale	.20	\$30.00	KGR
2-Oct-24	Review/revise Bill of sale re furniture/e-mail to client	.40	\$220.00	TCH
2-Oct-24	To obtain PPSA report;	.10	\$20.50	ORA
3-Oct-24	E-mail from counsel to BVD	.20	\$110.00	TCH
3-Oct-24	Call with client	.20	\$110.00	TCH
3-Oct-24	E-mails with counsel/client re BVD	.40	\$220.00	TCH

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
3-Oct-24	E-mail with client on equipment sale	.20	\$110.00	TCH
3-Oct-24	To amend bill of sale	.20	\$30.00	KGR
3-Oct-24	To revise bill of sale	.20	\$44.00	JDI
4-Oct-24	To further amend bill of sale	.30	\$45.00	KGR
7-Oct-24	PMSI analysis for Mitsubishi claim re: Lease Agreement 9758 between Hitachi and Tanush Transport Inc.	.50	\$87.50	ard
7-Oct-24	PMSI analysis for Mitsubishi claim re: Lease Agreement 358309 between CLE Capital Inc. and Aishka Express Inc.	.50	\$87.50	ard
7-Oct-24	E-mail to client	.20	\$110.00	TCH
7-Oct-24	Call with Client;	.20	\$110.00	TCH
8-Oct-24	E-mail with Policaro	.20	\$110.00	TCH
9-Oct-24	E-mail to tax counsel	.20	\$110.00	TCH
9-Oct-24	E-mails with Policaro	.20	\$110.00	TCH
9-Oct-24	Review BVD security, e-mails with client, e-mails with BVD and counsel	1.30	\$715.00	TCH
10-Oct-24	E-mails with client re leases	.20	\$110.00	TCH
10-Oct-24	E-mail from BNS	.20	\$110.00	TCH
10-Oct-24	Call with client	.20	\$110.00	TCH
10-Oct-24	Call with tax counsel	.30	\$165.00	TCH
11-Oct-24	Review/revise lease disclaimers	.50	\$275.00	TCH
11-Oct-24	E-mails with client re landlord waivers	.20	\$110.00	TCH
13-Oct-24	PMSI review - Ford re: Lincoln Navigator	.50	\$87.50	ard
13-Oct-24	PMSI review re: VFS Canada Inc.	.40	\$70.00	ard
15-Oct-24	Review BVD documents/e-mail to BVD	.40	\$220.00	TCH
20-Oct-24	PMSI Review re: Meridian OneCap Credit Corp.	.50	\$87.50	ard
21-Oct-24	Review BVD, e-mail to client	.40	\$220.00	TCH
21-Oct-24	To review and revise PMSI opinions re: Meridian, VFS, Ford, Mercado Capital, Hitachi and CLE Capital	1.80	\$495.00	THM
22-Oct-24	To draft Releases re: Meridian, VFS, Ford, Mercdo and CLE Capital	1.00	\$275.00	THM
22-Oct-24	E-mail from BVD	.20	\$110.00	TCH
23-Oct-24	To send email correspondence to client	.20	\$55.00	THM
25-Oct-24	To send email correspondence to client	.20	\$55.00	THM
28-Oct-24	To send email correspondence to Mitsubishi	.20	\$55.00	THM

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
28-Oct-24	Telephone correspondence and email correspondence with Ford	.40	\$110.00	THM
28-Oct-24	To send email correspondence to Volvo	.20	\$55.00	THM
28-Oct-24	To send email correspondence to Meridian	.20	\$55.00	THM
28-Oct-24	To update Releases re: Meridian OneCap	.20	\$55.00	THM
28-Oct-24	To send email correspondence to Meridian OneCap	.20	\$55.00	THM
4-Nov-24	To send email correspondence to VFS	.20	\$55.00	THM
4-Nov-24	E-mails with counsel to CHEP and Bank	.40	\$220.00	TCH
5-Nov-24	To send email correspondence to Mitsubishi	.10	\$27.50	THM
8-Nov-24	Email sent to Daimler requesting security documents re: 2022 Freightliner PT126 VIN # 3AKJHHDR1NSND0030 2022 Freightliner PT126 VIN # 3AKJHHDR3NSND0031	.10	\$17.50	ard
8-Nov-24	PMSI review re: Volvo and Aishka	.30	\$52.50	ard
8-Nov-24	PMSI memo for Daimler and Tanush lease agreements re: reviewed documents and drafted memo.	1.00	\$175.00	ard
11-Nov-24	Finalized PMSI review re: Daimler	.30	\$52.50	ard
11-Nov-24	Drafted release re: Volvo Lease 7809850.	.30	\$52.50	ard
11-Nov-24	Drafted PMSI review re: Geolin Leasing Inc.	.60	\$105.00	ard
11-Nov-24	E-mail with counsel to Geolin	.20	\$110.00	TCH
11-Nov-24	Review Volvo PMSA (Aishka) and e-mail to client	.50	\$275.00	TCH
Total Fees:		\$	16,346.50	
Plus GST:			0.00	
Plus HST:			2,125.05	
Total Fees (INCL TAX)				\$ 18,471.55

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Timothy C. Hogan	17.00	\$550.00	\$9,350.00
Melinda Vine	10.70	\$375.00	\$4,012.50
Jason DiFruscia	.20	\$220.00	\$44.00
Thomas Masterson	4.90	\$275.00	\$1,347.50
Olivia Rajsp	.20	\$205.00	\$41.00
Emma Benaway	2.70	\$145.00	\$391.50
Areeb Daimee	5.60	\$175.00	\$980.00
Kinsey Greenfield	1.20	\$150.00	\$180.00

NON-TAXABLE DISBURSEMENTS

Government Filing Fees	\$16.00
Total Non-Taxable Disbursements:	16.00

TAXABLE DISBURSEMENTS

PPSA		65.40	
Courier		907.94	
Total Taxable Disbursements:	\$	973.34	
Plus GST:		0.00	
Plus HST:		<u>126.53</u>	
Total Disbursements (INCL TAX)			<u>\$ 1,115.87</u>

TOTAL DUE & OWING **\$ 19,587.42**

THIS IS OUR ACCOUNT HEREIN

HARRISON PENSA LLP

Per: _____
Timothy C. Hogan

E. & O.E.

PLEASE REMIT PAYMENT TO HARRISON PENSA LLP

Invoices are due upon receipt

Payment can be made through bill payment on your bank's website or mobile app. Harrison Pensa LLP is registered as a payee with most Canadian banks.

Credit card payments can be made through our online payment portal: www.harrisonpensa.com/make-a-payment/

Cheques can be made payable to HARRISON PENSA LLP

GST / HST REGISTRATION NO: R867630543

Interest of 4.8% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days

EXHIBIT C

(From November 13, 2024 to April 23, 2025)

	NAME	YEAR OF CALL	ACTUAL HOURS	HOURLY RATE	TOTAL
Partners	Timothy C. Hogan	1995	5.60	\$600.00	\$3,360.00
	Timothy C. Hogan	1995	1.80	\$550.00	\$990.00
Associates	Thomas Masterson	2019	3.10	\$290.00	\$899.00
	Thomas Masterson	2019	3.80	\$275.00	\$1,045.00
	Victoria Adams	2024	6.50	\$225.00	\$1,462.50
Clerks	Olivia Rajsp		0.90	\$215.00	\$193.50
	Sydney Inghelbrecht		2.60	\$165.00	\$429.00
Students	Areeb Daimee		26.50	\$175.00	\$4,637.50
TOTAL FEES					\$13,016.50
HST ON FEES					\$1,692.15
TOTAL TAXABLE DISBURSEMENTS					\$264.90
TOTAL NON – TAXABLE DISBURSEMENTS					\$64.00
HST DISBURSEMENTS					\$34.44
TOTAL FEES, DISBURSEMENTS AND HST					\$15,071.99

EXHIBIT D

Harrison Pensa

LAWYERS

130 Dufferin Avenue, Suite 1101
P.O. Box 3237
London, ON N6A 4K3

Telephone: (519) 679 9660
Facsimile: (519) 667 3362

msi Spergel inc.

April 24, 2025
Invoice #: 2245145
Account #: 2245145-203564

File #: 203564/Timothy C. Hogan
RE: Aishka Express 2016 Inc.

TO ALL PROFESSIONAL SERVICES RENDERED in connection with the above-noted matter, including:

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
13-Nov-24	To send email correspondence to Mitsubishi	.20	\$55.00	THM
13-Nov-24	To review PMSI and Release re: Volvo	.20	\$55.00	THM
14-Nov-24	E-mails with BVD and client	.40	\$220.00	TCH
14-Nov-24	Releases drafted re: Geolin Leasing Inc.	.40	\$70.00	ard
15-Nov-24	To send email correspondence to Volvo	.20	\$55.00	THM
15-Nov-24	To send email correspondence to counsel for Geolin	.20	\$55.00	THM
18-Nov-24	To review PMSI opinion re: Geolin	.20	\$55.00	THM
18-Nov-24	To review and revise Releases re: Geolin	.30	\$82.50	THM
18-Nov-24	E-mail/call with client and counsel	.40	\$220.00	TCH
18-Nov-24	To send email correspondence to counsel for Geolin	.20	\$55.00	THM
20-Nov-24	To send email correspondence to counsel for Geolin	.20	\$55.00	THM
20-Nov-24	To send email correspondence to client	.20	\$55.00	THM
23-Nov-24	Review Daimler lease	.40	\$220.00	TCH
25-Nov-24	To send email correspondence to counsel for Geolin	.20	\$55.00	THM
27-Nov-24	Revised PMSI memo re: Daimler and Tanush	.30	\$52.50	ard
5-Dec-24	To review PMSI Nova Scotia rule re: Daimler PMSI review;	.40	\$70.00	ard
5-Dec-24	Review of documents and proving update: re Policaro leasing security documents.	.30	\$52.50	ard
9-Dec-24	PMSI Memo re: Policaro Leasing Ltd.	.60	\$105.00	ard

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
10-Dec-24	To review and revise PMSI opinion re: Policaro Leasing	.40	\$110.00	THM
10-Dec-24	E-mail to Bank counsel/TFG	.20	\$110.00	TCH
11-Dec-24	To send email correspondence to client	.20	\$55.00	THM
11-Dec-24	To send email correspondence to Policaro Leasing	.20	\$55.00	THM
12-Dec-24	To review and revise PMSI opinion re: TFG Financial	.40	\$110.00	THM
12-Dec-24	PMSI memo drafted re: TFG Financial Corporation	1.50	\$262.50	ard
12-Dec-24	E-mail to Receiver from Bennington	.20	\$110.00	TCH
13-Dec-24	Email to client re TFG Financial Corp. PMSI	.10	\$17.50	ard
13-Dec-24	PMSI memo re: Bennington Financial Corporation; 10 leases reviewed.	2.80	\$490.00	ard
14-Dec-24	Releases drafted re: TFG Financial Corporation	.30	\$52.50	ard
14-Dec-24	E-mail from counsel to BVD	.20	\$110.00	TCH
16-Dec-24	To review and revise Releases re: TFG	.30	\$82.50	THM
16-Dec-24	To send email correspondence to counsel for TFG	.20	\$55.00	THM
17-Dec-24	Email to client re: Daimler has valid PMSI	.20	\$35.00	ard
17-Dec-24	Reviewed security documents and drafted PMSI memo re: Daimler Nova Scotia PMSI issue.	.20	\$35.00	ard
17-Dec-24	Emailed Alex Evon, the Daimler representative for payout statements to draft releases.	.20	\$35.00	ard
17-Dec-24	Email to client re: to sign TFG Financial Corp releases	.20	\$35.00	ard
17-Dec-24	Drafted releases re: Daimler leases.	.30	\$52.50	ard
17-Dec-24	Email sent to Alex Evon (Daimler representative) re: sent releases to be signed and returned.	.10	\$17.50	ard
20-Dec-24	Email sent to client re: sign releases for Daimler.	.10	\$17.50	ard
3-Jan-25	E-mails with client	.20	\$120.00	TCH
6-Jan-25	E-mails with counsel and client re BVD	.40	\$240.00	TCH
6-Jan-25	Reviewing security documents for client update re: Mitsubishi security documents C358309 and V9758.	.30	\$52.50	ard
7-Jan-25	Email sent to Daimler counsel re: signed and fully executed releases.	.20	\$35.00	ard
7-Jan-25	Review Mitsubishi and CLE claims and e-mails to client	.40	\$240.00	TCH
7-Jan-25	E-mails with BVD, call/e-mail to client	.60	\$360.00	TCH
7-Jan-25	Amend BVD letter and e-mails	.40	\$240.00	TCH
14-Jan-25	Email sent to Finloc re: requesting security documents for review.	.20	\$35.00	ard
14-Jan-25	To send e-mail correspondence;	.30	\$49.50	SIN

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
17-Jan-25	E-mails with client re Finloc	.20	\$120.00	TCH
20-Jan-25	Reviewing Finloc security documents re PMSI review	.50	\$87.50	ard
21-Jan-25	Drafted PMSI review re Finloc documents (11 lease agreements).	3.70	\$647.50	ard
21-Jan-25	Email to client re: Finloc has a valid PMSI.	.20	\$35.00	ard
22-Jan-25	Email to Finloc re requesting payouts for leases.	.20	\$35.00	ard
22-Jan-25	E-mails with client	.20	\$120.00	TCH
24-Jan-25	Follow up email to Finloc for payout statements.	.20	\$35.00	ard
28-Jan-25	To send email correspondence to client	.20	\$58.00	THM
28-Jan-25	To draft Release re: Meridian	.40	\$116.00	THM
28-Jan-25	To send email correspondence to Meridian	.20	\$58.00	THM
28-Jan-25	To send email correspondence to Meridian	.20	\$58.00	THM
28-Jan-25	To draft PMSI opinion re: Meridian	.40	\$116.00	THM
30-Jan-25	Email to Finloc re follow up on request for payout statements.	.20	\$35.00	ard
31-Jan-25	Drafted releases re Finloc 2000 Inc. contracts;	3.00	\$525.00	ard
31-Jan-25	Email to client re ticket issue and preventing use of Aishka plates	.20	\$35.00	ard
31-Jan-25	Research re ticket issue and preventing use of Aishka plates.	.30	\$52.50	ard
31-Jan-25	Email to Finloc re to sign releases and return to us.	.20	\$35.00	ard
31-Jan-25	Email to MTO contact John Vu re asking if freezing RIN will prevent use of plates.	.20	\$35.00	ard
31-Jan-25	Email to client re attaching and sending correspondence to MTO.	.20	\$35.00	ard
3-Feb-25	Email to MTO contact John Vu re inquiring about freezing RIN to prevent use of aishka plates.	.20	\$35.00	ard
3-Feb-25	Updated client re MTO response on freezing RIN to prevent use of aishka plates.	.20	\$35.00	ard
3-Feb-25	Drafted letter to MTO on msi Spergel letterhead re request to have Aishka RIN frozen.	.50	\$87.50	ard
3-Feb-25	Email to client re letter to MTO to sign and return to us.	.20	\$35.00	ard
6-Feb-25	Email to Wells Fargo re requesting security documents for review.	.20	\$35.00	ard
6-Feb-25	Email to msi Spergel re to sign Finloc releases.	.20	\$35.00	ard
6-Feb-25	Email to Client re follow up to sign letter to MTO requesting to freeze RIN.	.20	\$35.00	ard

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
7-Feb-25	Email to Wells Fargo re request for security documents	.20	\$35.00	ard
7-Feb-25	Email to Finloc re sending fully executed releases.	.20	\$35.00	ard
7-Feb-25	Email to msi Spergel re RIN freeze request to MTO	.20	\$35.00	ard
7-Feb-25	Email to MTO contact John Vu re requesting RIN freeze.	.20	\$35.00	ard
7-Feb-25	Email to MTO contact John Vu re freezing RIN, providing copy of appointment order.	.20	\$35.00	ard
7-Feb-25	Email to client re update - RIN frozen by MTO.	.20	\$35.00	ard
7-Feb-25	Email to MTO contact John Vu re RIN freeze.	.20	\$35.00	ard
7-Feb-25	E-mails with MTO	.20	\$120.00	TCH
10-Feb-25	PMSI report drafted re Wells Fargo.	1.00	\$175.00	ard
10-Feb-25	Email to Wells Fargo re provide updated payout statement for release.	.20	\$35.00	ard
10-Feb-25	Email to msi Spergel re update that Wells Fargo has valid PMSI, drafting release.	.20	\$35.00	ard
10-Feb-25	Release drafted re Wells Fargo.	.50	\$87.50	ard
13-Feb-25	Email to Wells Fargo re payout statement	.20	\$35.00	ard
14-Feb-25	Email to Wells Fargo re release	.20	\$35.00	ard
14-Feb-25	Email to msi Spergel re Wells Fargo release.	.20	\$35.00	ard
14-Feb-25	Email to Wells Fargo re final release	.20	\$35.00	ard
20-Feb-25	Email to client	.20	\$35.00	ard
24-Feb-25	Email to client re sign Meridian releases.	.20	\$35.00	ard
24-Feb-25	Email to Meridian re final releases.	.20	\$35.00	ard
10-Mar-25	To send email correspondence to client	.20	\$58.00	THM
10-Mar-25	To send email correspondence to counsel for Bank of Nova Scotia	.20	\$58.00	THM
14-Mar-25	Email to Wells Fargo re release	.20	\$35.00	ard
20-Mar-25	PMSI memo re BNS	1.00	\$175.00	ard
20-Mar-25	To revise PMSI review re: BNS	.30	\$87.00	THM
20-Mar-25	E-mail with BNS counsel	.20	\$120.00	TCH
20-Mar-25	To send email correspondence to client	.20	\$58.00	THM
27-Mar-25	Email to opposing counsel re BNS release	.20	\$35.00	ard
9-Apr-25	E-mails with client	.20	\$120.00	TCH
9-Apr-25	To draft documents;	.30	\$49.50	SIN
10-Apr-25	To send e-mail correspondence;	.20	\$33.00	SIN
10-Apr-25	To draft documents and send e-mail correspondence;	.30	\$49.50	SIN

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
10-Apr-25	Call with client/call to counsel/e-mail to Court/amend confirmation	.40	\$240.00	TCH
11-Apr-25	To obtain searches;	.40	\$86.00	ORA
11-Apr-25	To draft documents;	1.10	\$181.50	SIN
11-Apr-25	To edit document and send e-mail correspondence;	.20	\$33.00	SIN
14-Apr-25	To obtain PPSA reports;	.30	\$64.50	ORA
17-Apr-25	Release drafted re BNS;	.30	\$52.50	ard
17-Apr-25	Reviewed documents re BNS land rover issue.	.40	\$70.00	ard
17-Apr-25	Email to BNS re release and security documents.	.20	\$35.00	ard
18-Apr-25	E-mail to client	.20	\$120.00	TCH
21-Apr-25	Call with client	.20	\$120.00	TCH
22-Apr-25	Review/revise report, e-mails with counsel/to searches	.80	\$480.00	TCH
22-Apr-25	To obtain PPSA summaries;	.10	\$21.50	ORA
22-Apr-25	To revise the Notice of Motion	.80	\$232.00	THM
22-Apr-25	To edit documents;	.20	\$33.00	SIN
22-Apr-25	To update Service List	1.00	\$225.00	VAD
22-Apr-25	To prepare Notice of Motion	2.00	\$450.00	VAD
22-Apr-25	To prepare Approval and Vesting Order	1.00	\$225.00	VAD
22-Apr-25	To prepare Ancillary Order	.50	\$112.50	VAD
22-Apr-25	To prepare Asset Recovery Order	1.00	\$225.00	VAD
22-Apr-25	To prepare PPSA VIN summary	1.00	\$225.00	VAD
23-Apr-25	To obtain PPSA summaries;	.10	\$21.50	ORA
23-Apr-25	Call with client, review/amend report/review PPSA Search	.60	\$360.00	TCH
23-Apr-25	Review PPSA summaries, e-mail to client	.40	\$240.00	TCH

Total Fees:	\$	13,016.50
Plus GST:		0.00
Plus HST:		1,692.15
Total Fees (INCL TAX)		<u>14,708.65</u>

\$ 14,708.65

FEE SUMMARY:

LAWYER	HOURS	RATE	AMOUNT
Timothy C. Hogan	5.60	\$600.00	\$3,360.00
Timothy C. Hogan	1.80	\$550.00	\$990.00
Victoria Adams	6.50	\$225.00	\$1,462.50
Thomas Masterson	3.10	\$290.00	\$899.00
Thomas Masterson	3.80	\$275.00	\$1,045.00
Sydney Inghelbrecht	2.60	\$165.00	\$429.00

LAWYER	HOURS	RATE	AMOUNT
Olivia Rajsp	.90	\$215.00	\$193.50
Areeb Daimee	26.50	\$175.00	\$4,637.50

NON-TAXABLE DISBURSEMENTS

Government Filing Fees	\$64.00
Total Non-Taxable Disbursements:	<u>64.00</u>

TAXABLE DISBURSEMENTS

PPSA	264.90	
Total Taxable Disbursements:	\$ 264.90	
Plus GST:	0.00	
Plus HST:	<u>34.44</u>	
Total Disbursements (INCL TAX)		<u>\$ 363.34</u>

TOTAL DUE & OWING **\$ 15,071.99**

THIS IS OUR ACCOUNT HEREIN

HARRISON PENZA LLP



Per: _____
Timothy C. Hogan

E. & O.E.

PLEASE REMIT PAYMENT TO HARRISON PENZA LLP

Invoices are due upon receipt

Payment can be made through bill payment on your bank's website or mobile app. Harrison Pensa LLP is registered as a payee with most Canadian banks.

Credit card payments can be made through our online payment portal: www.harrisonpensa.com/make-a-payment/

Cheques can be made payable to HARRISON PENZA LLP

GST / HST REGISTRATION NO: R867630543

Interest of 3.3% is charged based on the Courts of Justice Act at time of billing on all invoices over 30 days

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)**

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

AFFIDAVIT OF THOMAS MASTERSON

Harrison Pensa ^{LLP}
Barristers and Solicitors
130 Dufferin Avenue, Suite 1101
London, Ontario N6A 5R2

Timothy C. Hogan (LSO #36553S)

Tel: (519) 679-9660

Fax: (519) 667-3362

Solicitors for the Receiver,
msi Spergel inc.

APPENDIX “10”

District of
Division No. 9 - Toronto
Court No. 31-459988
Estate No. 31-459988

**In the matter of the Receivership of
AHM Transport Inc.
of the City of Richmond Hill, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at April 22, 2025

RECEIPTS

1	Miscellaneous			
	Advance from Trustee	\$	447.67	
TOTAL RECEIPTS				447.67

DISBURSEMENTS

2.	Federal and Provincial taxes			
	HST on Ascend License Fee		42.25	42.25
3.	Miscellaneous			
	Ascend License Fee		325.00	
	Filing Fees Paid to Official Receiver		80.42	
			<u>405.42</u>	
TOTAL DISBURSEMENTS				447.67

Net Receipts over Disbursements				0.00
				E&OE

Dated at the City of Toronto in the Province of Ontario, this 22nd day of April 2025.
msi Spergel inc. - Licensed Insolvency Trustee

1100-200 Yorkland Blvd.
Toronto ON M2J 5C1
Phone: (416) 497-1660 Fax: (416) 494-7199

District of
Division No. 09 - Toronto
Estate No. 31-459992

**In the Matter of the Receivership of
Aishka Express Inc.
of the City of Woodbridge, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at April 22, 2025

RECEIPTS

1	Miscellaneous		
	Receiver Borrowing	30,000.00	
	Sale o Assets - Auction	5,210.02	
	Sale of Assets enbloc	20,000.00	
	Rental income	2,964.92	
	HST collected	2,985.44	
TOTAL RECEIPTS			61,160.38

DISBURSEMENTS

2.	Federal and Provincial taxes		
	HST on Ascend License Fee	42.25	
	HST on disbursements exclusive of fees	24.60	
			66.85
3.	Miscellaneous		
	Filing Fees Paid to Official Receiver	80.42	
	Ascend License Fee	325.00	
	Bank Charges	76.46	
	Redirection of mail	189.25	
		671.13	
TOTAL DISBURSEMENTS			737.98
Net Receipts over Disbursements			60,422.40
			E&OE

Dated at the City of Toronto in the Province of Ontario, this 22nd day of April 2025.
msi Spergel inc. - Licensed Insolvency Trustee

200 Yorkland Blvd.
Toronto ON M2J 5C1
Phone: (416) 498-4314 Fax: (416) 498-4314

District of
Division No. 9 - Toronto
Court No. 31-459993
Estate No. 31-459993

**In the matter of the Receivership of
Aishka Express 2016 Inc.
of the City of Woodbridge, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at April 22, 2025

RECEIPTS

1	Miscellaneous			
	Advance from Trustee	\$	447.67	
TOTAL RECEIPTS				447.67

DISBURSEMENTS

2.	Federal and Provincial taxes			
	HST on Ascend License Fee		42.25	42.25
3.	Miscellaneous			
	Ascend License Fee		325.00	
	Filing Fees Paid to Official Receiver		80.42	
			<u>405.42</u>	
TOTAL DISBURSEMENTS				447.67

Net Receipts over Disbursements				0.00
				E&OE

Dated at the City of Toronto in the Province of Ontario, this 22nd day of April 2025.
msi Spergel inc. - Licensed Insolvency Trustee

1100-200 Yorkland Blvd.
Toronto ON M2J 5C1
Phone: (416) 497-1660 Fax: (416) 494-7199

District of
Division No. 9 - Toronto
Court No. 31-459989
Estate No. 31-459989

**In the matter of the Receivership of
Aishka Recycling Inc.
of the City of Etobicoke, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at April 22, 2025

RECEIPTS

1	Miscellaneous			
	Advance from Trustee	\$	447.67	
TOTAL RECEIPTS				447.67

DISBURSEMENTS

2.	Federal and Provincial taxes			
	HST on Ascend License Fee		42.25	42.25
3.	Miscellaneous			
	Ascend License Fee		325.00	
	Filing Fees Paid to Official Receiver		80.42	
			<u>405.42</u>	
TOTAL DISBURSEMENTS				447.67
Net Receipts over Disbursements				0.00

Dated at the City of Toronto in the Province of Ontario, this 22nd day of April 2025.
msi Spergel inc. - Licensed Insolvency Trustee

1100-200 Yorkland Blvd.
Toronto ON M2J 5C1
Phone: (416) 497-1660 Fax: (416) 494-7199

District of
Division No. 9 - Toronto
Court No. 31-459990
Estate No. 31-459990

**In the matter of the Receivership of
Tanush Transport Inc.
of the City of Woodbridge, in the Province of Ontario**

Receiver's Statement of Receipts and Disbursements
As at April 22, 2025

RECEIPTS

1	Miscellaneous			
	Accounts Receivable	\$	3,000.00	
TOTAL RECEIPTS				3,000.00

DISBURSEMENTS

2.	Federal and Provincial taxes			
	HST on Ascend License Fee		42.25	42.25
3.	Miscellaneous			
	Ascend License Fee		325.00	
	Bank charges		47.82	
	Filing Fees Paid to Official Receiver		80.42	
			<u>453.24</u>	
TOTAL DISBURSEMENTS				495.49

Net Receipts over Disbursements				2,504.51
				E&OE

Dated at the City of Toronto in the Province of Ontario, this 22nd day of April 2025.
msi Spergel inc. - Licensed Insolvency Trustee

1100-200 Yorkland Blvd.
Toronto ON M2J 5C1
Phone: (416) 497-1660 Fax: (416) 494-7199

ROYAL BANK OF CANADA

and

AHM TRANSPORT INC., et al.

Applicant

Respondents

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

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

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

FIRST REPORT OF THE RECEIVER

HARRISON PENSA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

Timothy C. Hogan (LSO #36553S)

Tel: (519) 679-9660
Fax: (519) 667-3362
Email: thogan@harrisonpensa.com

Lawyers for the Receiver,
msi Spergel inc.

ROYAL BANK OF CANADA

and

AHM TRANSPORT INC., et al.

Applicant

Respondents

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

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

PROCEEDING COMMENCED AT
TORONTO, ONTARIO

MOTION RECORD

HARRISON PENSA LLP

Barristers & Solicitors
130 Dufferin Avenue, Suite 1101
London, ON N6A 5R2

Timothy C. Hogan (LSO #36553S)

Tel: (519) 679-9660
Fax: (519) 667-3362
Email: thogan@harrisonpensa.com

Lawyers for the Receiver,
msi Spergel inc.