

**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 4, 2026)

February 20, 2026

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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 4, 2026)**

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 to hold the Debtors in contempt of Court.

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 May 4, 2026, at 10:00 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 abridging and validating (if necessary) the times for service and filing of this Notice of Contempt Motion, the Motion Record filed by the Receiver on the Contempt Motion, and any other materials filed in respect of the Contempt Motion;
2. An Order approving the Second Report of the Receiver dated February 20, 2026 (the **"Second Report"**) and the actions and activities of the Receiver described therein 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 Second Report;
3. An Order compelling the Debtors and the Principals (as defined herein) to deliver to the Receiver any and all assets, property, or undertakings of the Debtors (the **"Property"**), including the Missing Property (as defined in the Second Report);
4. An Order that the Debtors and the Principals breached the Appointment Order and the Asset Recovery Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) issued May 22, 2025 (the **"Asset Recovery Order"**, and together with the Appointment Order, the **"Orders"**);
5. An Order and Declaration that the Debtors and the Principals are in contempt of Court;
6. An Order that the Principals (as defined herein) be incarcerated for such period of time and on such terms that this Honourable Court deems just;

7. An Order that a Warrant of Committal be issued against the Principals (as defined herein) to enforce the order for imprisonment entered against him;
8. An Order seeking the aid and recognition of foreign courts, as may be necessary, to give effect to the Orders requested herein;
9. The costs of this motion on a substantial indemnity basis; and,
10. 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. Thushitha Puvanenthiran, also known as Thusitha Puvanenthiran ("**Thushitha**") is 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 Thushitha and Puvanenthiran, the "**Principals**") is the director of Aishka Recycling.
3. Prior to its 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**").
4. Spergel was appointed as the Receiver of all the assets, undertakings, and properties of the Debtors (collectively, the "**Property**") by the Appointment Order, which was made

upon the application of the Debtors' general secured creditor, Royal Bank of Canada ("RBC").

5. The Appointment Order, among other things, empowers the Receiver to take possession of and exercise control over the Property of the Debtors, and obliges the Debtors to assist and cooperate with the Receiver in implementing the Appointment Order.

The Missing Property & the Asset Recovery Order

6. On April 24, 2025, the Receiver filed its First Report to the Court (the "**First Report**") which outlined, *inter alia*, the Receiver's activities since the date of its appointment, including its efforts to take possession of the Property.
7. The First Report outlined that:
 - a. Following the Appointment Order, the Receiver attended at the various business premises and yards of the Debtors to take possession of the assets owned and/or leased by the Debtors;
 - b. The Receiver discovered that certain assets subject to RBC's security were unaccounted for or otherwise not available to the Receiver, and the whereabouts of same were unknown (the "**Missing Property**");
 - c. The Receiver made multiple attempts to correspond with the Debtors in respect of the Missing Property, and specifically advised of the obligation of the Principals and the Debtors under the Appointment Order to provide the Missing Property to the Receiver;
 - d. The Debtors refused or otherwise neglected to respond to the Receiver in respect of the Missing Property.

8. As a result the Debtors' disregard for the Appointment Order, the Receiver brought a motion on notice to the Debtors for, *inter alia*, an Order compelling the Debtors and the Principals to facilitate the recovery of the Missing Property by the Receiver, which motion was returnable on May 6, 2025.
9. Counsel for the Debtors attended the hearing before Justice Conway on May 6, 2025 (the "**May 6th Hearing**"). At the request of the Debtors, and on consent of the Receiver, the portion of the Receiver's motion in respect of the Missing Property was adjourned to May 22, 2025, so that the Debtors could provide the locations and details in respect of the Missing Property to the Receiver.
10. On May 21, 2025, the Receiver filed a Supplemental Report to the First Report (the "**Supplemental Report**") which outlined the Receiver's correspondence with the Debtors since the May 6th Hearing, as follows:
 - a. The Debtors disclosed that some of the Missing Equipment is located at 810 Simcoe Road, Bradford, ON, L3Z 4B3 (the "**Bradford Location**"), and the remaining Missing Property is located at 7820 Boulevard Henri-Bourassa E, Montreal, QC, H1E 1P2 (the "**Montreal Location**");
 - b. Counsel for the Debtors advised the Debtors to arrange to deliver the Missing Property at the Bradford Location to the Receiver;
 - c. The Receiver asked the Debtors to confirm which of the Missing Property were at each of the locations, and provided addresses in Bradford and Montreal for the Missing Property to be delivered.
11. On May 22, 2025, the Court issued the Asset Recovery Order to enforce the provisions of the Appointment Order, to compel the Debtors and the Principals to disclose to the

Receiver the location of the Missing Property, and to permit the 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.

Contempt of the Asset Recovery Order

12. Following the issuance of the Asset Recovery Order, the Receiver again attempted to correspond with the Debtors and the Principals, and their counsel as to the location of the Missing Property. To date, the Receiver has received no correspondence from the Debtors concerning the Missing Property, and rather the Receiver's correspondence has simply been ignored.
13. On August 21, 2025, the Receiver issued demands to the Debtors and the Principals, by email to their counsel, with a deadline to provide full particulars as to the location of the Missing Property within ten day (the "**First Demand**") and enclosed a copy of the Asset Recovery Order. The Debtors and the Principals refused or otherwise neglected to respond to the First Demand, and no information with respect to the Missing Property was provided to the Receiver.
14. On September 25, 2025, the Debtors and the Principals were served personally with a second demand for particulars of the location of the Missing Property (the "**Second Demand**"), and with a copy of the Asset Recovery Order, at 290 Vellore Woods Boulevard, Woodbridge, ON, L4H 2T5, being the registered business address of each of the Debtors. The Debtors and the Principals ignored the Second Demand.
15. To date, the Receiver has not been provided with the location of the Missing Property and has been unsuccessful at recovering the Missing Property.

16. The Debtors and the Principals are aware of the Asset Recovery Order and the Appointment Order and their obligations thereunder; however, nevertheless have refused or otherwise neglected to comply with same or to reply to the First Demand or the Second Demand.
17. It is the Receiver's position that the conduct of the Debtors and the Principals in the face of the Asset Recovery Order and the Appointment Order amount to contempt of this Court, and that the Debtors and the Principals should be found to be in criminal contempt of court, or in the alternative in civil contempt of court.
18. Section 243 of the *Bankruptcy and Insolvency Act*.
19. Sections 100 and 137(2) of the *Courts of Justice Act*.
20. Rules 1.04, 2, 3, 16.04, 16.08, 37, 60.11 and 60.12 of the Rules of Civil Procedure, R.R.O. 1990, reg. 194.
21. The grounds as detailed in the Receiver's Second Report.
22. 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 Asset Recovery Order;
3. The Second Report;

4. Such materials as counsel may advise and this Honourable Court may permit.

February 20 2026

HARRISON PENZA LLP

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ROYAL BANK OF CANADA
Applicant

v.

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

NOTICE OF MOTION

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Lawyers for the Receiver,
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Tab 2

**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

**SECOND 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.**

February 20, 2026

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APPENDICES

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3. The Monitor's Report without appendices
4. The Receivership Order
5. Endorsement of the Honourable Justice Osborne dated September 16, 2024
6. Parcel Register and Transfer Instrument for the Head Office of the Debtors
7. The First Report without appendices
8. The AVO
9. The Ancillary Order
10. The Endorsement of the Honourable Madam Justice Conway dated May 6, 2025
11. The Supplement Report without appendices
12. Correspondence between Receiver's Counsel and counsel for the Debtors from
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13. The Asset Recovery Order
14. The Endorsement of the Honourable Madam Justice Conway dated May 22, 2025
15. Correspondence between the Receiver's Counsel and counsel for the Debtors after
4pm on May 21, 2025
16. Correspondence between the Receiver's Counsel and counsel for the Debtors from
May 24 to June 5, 2025

17. The First Demand

18. The Second Demand

19. Affidavits of Service of Corey Taylor, sworn October 24, 2025, in respect of the
Second Demand

20. Copies of the proposals received from CRA with respect to the result of the HST
audit for each of the Debtors

I. APPOINTMENT AND BACKGROUND

1. This second report (this “**Second 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. 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 Second Report are copies of the Monitor Appointment Order and the endorsement of the Honourable Justice Steele dated August 21, 2024.
3. 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 Second Report is a copy of the Monitor’s Report without appendices.
4. 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 **Appendices “4”** and “**5**” to this Second Report are copies of the Receivership Order and the endorsement of the Honourable Justice Osborne dated September 16, 2024.
5. The Receiver retained Harrison Pensa LLP as its independent counsel (the “**Receiver’s Counsel**”).

The Debtors and Principals

6. Each of the Debtors are incorporated under the Ontario's *Business Corporations Act* (Ontario) with its registered head office at the property municipally known as 290 Vellore Woods Boulevard, Vaughan, Ontario L4H 2T5 (the "**Head Office**").
7. Puvanenthiran Jeyabalasingam ("**Puvanenthiran**") is the director of Aishka 2016 and Tanush. Jeyabalasingam Puvanenthiran ("**Jeyabalasingam**") is the director of Aishka Recycling. Thushitha Puvanenthiran ("**Thushitha**") is the director of AHM. Thushitha and Thusitha Puvanenthiran ("**Thusitha**", and collectively with Puvanenthiran, Jeyabalasingam and Thushitha, the "**Principals**") are the directors of Aishka Express.
8. Thushitha and Puvanenthiran are the registered owners of the Head Office. Attached collectively as **Appendix "6"** to this Second Report is a copy of the Parcel Register and Transfer Instrument for the Head Office.
9. In the Receiver's First Report to the Court dated April 24, 2025 (the "**First Report**"), the Receiver indicated that the director of AHM and Aishka Express is Thushutha Puvanenthiran ("**Thushutha**"), which was a misspelling of Thushitha. The First Report defines "Principals" as including Thushutha (with this name in error), Puvanenthiran and Jeyabalasingam.
10. As will be further detailed, described and supported by the evidence herein, The Receiver sees that the misspelling of Thushitha in the First Report as Thushutha (with this name in error) has not mislead or otherwise caused prejudice to the Debtors and the Principals. In fact, the Principals often adopt spelling variations of their own names, as demonstrated by each Jeyabalasingam and Puvanenthiran being directors of certain of the Debtors, despite being one and the same person; and Thushitha and Thusitha both being listed as a director of Aishka Express.¹

¹ The corporate profiles for each of the Debtors appear at Exhibit "A" to the Affidavit of Jan Oros, sworn August 9, 2024, found at Tab 2 to the Application Record of Royal Bank of Canada dated August 9, 2024, under section 243(1) of the *BIA* and section 101 of the *CJA*, which was first returnable on August 21, 2024.

The First Report and The Receiver's Motion

11. On April 24, 2025, the Receiver issued and filed its First Report (the “**First Report**”), with the Honourable Court, in support of the Receiver’s motion seeking, among other things,
- a) approval of the First Report and the Receiver’s activities, the Receiver’s Interim Statement of Receipts and Disbursements as at April 22, 2025, and the fees and disbursements of the Receiver and the Receiver’s Counsel (collectively, the “**Ancillary Relief**”);
 - b) approval of a 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) compelling the Debtors and the Principals (as defined in the First Report) to disclose to the Receiver the location of the Missing Property (as defined in the First Report and herein) within a specified time frame as approved by this Court; and
 - d) compelling the Debtors and the Principals (as defined in the First Report) to deliver the Missing Property (as defined in the First Report and herein) to the Receiver and/or permit the Receiver to take possession and exercise control over the Missing Property within a specified time frame.

(the “**Receiver’s Motion**”)

Attached as **Appendix “7”** to this Second Report is a copy of the First Report without appendices.

12. While the Receiver’s Motion in respect of the Ancillary Relief and approval of the Auction Agreement and Auction was pursued in the normal course of a receivership, the balance of the relief with respect to the Missing Property was necessarily sought by the Receiver as the Debtors and Principals had refused or otherwise failed to comply with the terms of the Receivership Order. At all material

times, the Debtors had retained counsel since at least August 21, 2024, and instructed their counsel to oppose the Monitor Appointment Order² and the Receivership Order³ and to adjourn the Receiver's Motion.⁴

13. Full details of the Debtors' and Principals' non-compliance with the Receivership Order, up to the date of the First Report, are provided in the First Report and the Supplement Report (as defined herein) and the appendices thereto, and below.

The May 6th and May 22nd Hearings

14. At a hearing held on May 6, 2025, the relief sought by the Receiver relative to the approval of the Auction Agreement was granted by the Approval and Vesting Order of the Honourable Madam Justice Conway (the "**AVO**") and the Ancillary Relief was granted by the Ancillary Order of the Honourable Madam Justice Conway (the "**Ancillary Order**"). The balance of the relief with respect to the Missing Property was adjourned to May 22, 2025. Attached as **Appendices "8", "9" and "10"** to this Second Report are copies of the AVO, the Ancillary Order and the endorsement of the Honourable Madam Justice Conway dated May 6, 2025.
15. On May 21, 2025, the Receiver issued and filed its Supplement Report to the First Report (the "**Supplement Report**") advising the Court of correspondence between counsel for the Debtors and the Receiver's Counsel regarding the Missing Property since the issuance of the AVO and the Ancillary Order. Attached as **Appendix "11"** to this Second Report is a copy of the Supplement Report without appendices.

² See the Endorsement of Madam Justice Steele dated August 21, 2024, also found at Appendix "2" to this Second Report.

³ See the Endorsement of Justice Osborne dated September 16, 2024, also found at Appendix "5" to this Second Report.

⁴ See the Endorsement of Madam Justice Conway dated May 6, 2025, also found at Appendix "10" to this Second Report.

16. While counsel for the Debtors did, on May 21, 2025, advise of two locations (in Bradford, Ontario⁵ and in Montreal, Quebec⁶) where certain of the Missing Property were located, the Debtors failed to particularize which of the Missing Property were located at the locations at the request of Receiver's Counsel and as required by the Receivership Order. Attached as **Appendix "12"** to this Second Report is a true copy of the correspondence between Receiver's Counsel and counsel for the Debtors from April 24 to May 21, 2025.
17. Counsel for the Debtors did attend at the hearing held on May 22, 2025, and did not oppose the relief sought by the Receiver relative to the Missing Property. On May 22, 2025, an Asset Recovery Order was issued by the Honourable Madam Justice Conway (the "**Asset Recovery Order**"). Attached as **Appendices "13"** and "**14**" to this Second Report are copies of the Asset Recovery Order and the endorsement of the Honourable Madam Justice Conway dated May 22, 2025.
18. The Asset Recovery Order ordered that any terms not otherwise defined in the Asset Recovery Order shall have the meaning as set out in the First Report.
19. The Asset Recovery Order ordered that the Debtors and Principals, *inter alia*, shall be required to assist the Receiver in implementing the Receivership Order and to provide the Receiver information regarding the location of the Missing Property.

II. PURPOSE OF THIS SECOND REPORT AND DISCLAIMER

21. The purpose of this Second Report is to advise the Court as to the steps taken by the Receiver since the First Report and to seek Orders from this Court:
 - a) approving this Second 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 Second Report;

⁵ 810 Simcoe Road, Bradford, Ontario L3Z 4B3.

⁶ 7820 Boulevard Henri-Bourassa E, Montreal, Quebec H1E 1P2.

- b) compelling the Debtors and the Principals to deliver to the Receiver any and all assets, property, or undertakings of the Debtors (the "Property"), including the Missing Property;
- c) that the Debtors and the Principals breached the Receivership Order and the Asset Recovery Order;
- d) holding the Debtors and the Principals in contempt of the Court for failure to comply with the Receivership Order and the Asset Recovery Order;
- e) that the Principals be incarcerated on terms that this Court deems just;
- f) that an appropriate fine be levied against the Principals for failure to comply with the Receivership Order and the Asset Recovery Order;
- g) that a Warrant of Committal be issued against the Principals to enforce the order for imprisonment entered against the Principals;
- h) cost of this motion and the motion related to the Asset Recovery Order on a substantial indemnity basis; and
- i) such further and other relief as the Receiver's Counsel may advise and the Court deems just.

Disclaimer

- 22. 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 Second Report for any other purpose.
- 23. In preparing this Second 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.
- 24. Unless otherwise stated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.

III. **RECEIVER'S ACTIVITIES**

25. Following the issuance of the AVO, the Ancillary Order and the Asset Recovery Order, the Receiver directly or through the Receiver's Counsel attended to the following:
- a) worked with RBA to sell the Property in the possession of the Receiver at the Auction, including but not limited to providing possession of the Property, approving repairs where necessary, providing power of attorneys to allow RBA to obtain ownership documents related to the vehicles etc.
 - b) communicated with the Debtors' and the Debtors' counsel directly or through the Receiver's Counsel in relation to, amongst other things, obtaining possession of the Missing Property (as defined herein);
 - c) 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 which is discussed in greater detail in this Second Report; and
 - d) 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.

The Missing Property

26. As indicated in the First Report, the Receiver, upon its appointment, commenced its efforts to take possession of the Missing Property.⁷ The Receiver contacted and met with the Principals on several occasions to advance its mandate.
27. Through the administration of the receivership, the Receiver discovered that the following assets subject to RBC's security remain unaccounted for, not available

⁷ See paragraphs 12(a)(b)(c)(f), 16 and 17 of the First Report.

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 Vanieri 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

28. 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.
29. RBC has made various registrations under the PPSA as against Aishka Express perfecting its interest.⁸
30. As the Debtors and the Principals failed to comply with the terms of the Receivership Order by refusing or otherwise neglecting to provide details as to the locations of the Missing Property, it became apparent to the Receiver that the Court's assistance was required in order to advance its mandate under the Receivership Order, leading to the Receiver filing its First Report on April 24, 2025.

Contempt of the Asset Recovery Order

31. As indicated above, counsel for the Debtors did attend at the May 22nd hearing at which the Asset Recovery Order was issued.
32. Shortly before the May 22nd hearing, counsel for the Debtors indicated to the Receiver's Counsel that the Debtors would deliver up possession to the Receiver of any of the Missing Property located in Ontario⁹, but that the Debtors did not have access to the Missing Property located in Montreal. Attached as **Appendix "15"** to this Second Report is a copy of the correspondence between the Receiver's Counsel and counsel for the Debtors after 4pm on May 21, 2025.
33. After the Asset Recovery Order was issued, on May 24, 2025, and until June 5, 2025, the Receiver's Counsel corresponded with counsel for the Debtors in respect of the Debtor's representation that they would return certain of the Missing

⁸ The PPSA search against Aishka Express appears at Exhibit "R" to the Affidavit of Jan Oros, sworn August 9, 2024, found at Tab 2 to the Application Record of Royal Bank of Canada dated August 9, 2024, under section 243(1) of the *BIA* and section 101 of the *CJA*, which was first returnable on August 21, 2024.

⁹ Of which there were four.

Property located in Ontario to the Receiver, and in order to obtain further details as to the remaining Missing Property represented to be in Quebec. Counsel for the Debtors was responsive to the Receiver's Counsel emails, but always without instruction or information from his clients. Attached as **Appendix "16"** to this Second Report is a copy of the correspondence between the Receiver's Counsel and counsel for the Debtors from May 24 to June 5, 2025.

34. After June 5, the Receiver's Counsel did not hear from counsel for the Debtors, or directly from the Debtors or Principals. None of the Missing Property, whether located in Ontario, Quebec, or elsewhere, was delivered to the Receiver. To this date, the Missing Property remains at large and the Receiver has no particulars as to the whereabouts, condition or possession of the Missing Property.
35. As a result, the Receiver served a demand to the Debtors, Puvanenthiran, Jeyabalasingam and Thushutha (with this name in error) on August 21, 2025, by way of email to counsel for the Debtors, which included at Schedule "A" to such demand a true copy of the Asset Recovery Order and at Schedule "B" a list of the Missing Property (the "**First Demand**"). The First Demand provided a deadline of 10 days to provide full particulars as to the location of the Missing Property. Attached as **Appendix "17"** to this Second Report is a copy of the First Demand.
36. The First Demand was ignored or otherwise not responded to.
37. On September 25, 2025, the Receiver personally served a demand to the Debtors, Puvanenthiran, Jeyabalasingam and Thushutha (with this name in error) dated September 24, 2025, at the Head Office, which included at Schedule "A" a true copy of the Asset Recovery Order (the "**Second Demand**"). Enclosed with the Second Demand was a true copy of the First Demand, and a true copy of the email correspondence between the Receiver and counsel for the Debtors from April 24 to June 5, 2025.¹⁰ Attached as **Appendix "18"** to this Second Report is a copy of the Second Demand. Attached as **Appendix "19"** to this Second Report are true

¹⁰ As provided at Appendices 15 and 16 to this Second Report.

copies of the Affidavits of Service of Corey Taylor, sworn October 24, 2025, in respect of the Second Demand.

38. The Affidavits of Service of Corey Taylor, sworn October 24, 2025, in respect of the Second Demand, indicate that:
- a. Jeyabalasingam confirmed that he was one and the same person as Puvanenthiran.
 - b. Jeyabalasingam verbally acknowledged he was a director of Aishka 2016 and Tanush.
 - c. Jeyabalasingam accepted service on behalf of Thushutha (with this name in error), who is his spouse.
39. The Receiver sees that the misspelling of Thushitha as Thushutha has not mislead or otherwise caused prejudice to the Debtors and the Principals. The Principals, including Thushitha, were represented by counsel, and the Second Demand was served at the Head Office, for which Thushitha is a registered owner.
40. The Debtors and the Principals, including Thushitha, have been put on due notice and are aware of the Receivership Order and the Asset Recovery Order, by their retention of counsel at least and certainly by personal service of the Second Demand at the Head Office.
41. To date, the Receiver has had no response to the First Demand nor the Second Demand, and the Receiver has not been provided with the location of the Missing Property and has been unsuccessful at recovering the Missing Property.
42. The Debtors and the Principals at all materials times have had been represented by experienced counsel who is no stranger to receivership proceedings. The Debtors and Principals know, or ought to have known, about their duties and obligations under the Receivership Order and the Asset Recovery Order.

Canada Revenue Agency

43. The CRA has completed its audit with respect to the HST filings of the Debtors and have advised that all of the Debtors owe a significant amount of money on account

of HST. Below is a chart outlining the proposal received from the CRA for each of the Debtors:

Amounts Owed to CRA as Per Proposals			
	Total Owing	Gross Negligence Fees	Total
Tanush Transport Inc	\$ 8,636,736.90	\$ 2,159,184.23	\$ 10,795,921.13
Aishka Express Inc.	\$ 11,275,455.35	\$ 2,818,863.84	\$ 14,094,319.19
SHM Transport Inc.	\$ 212,582.61	\$ 53,389.96	\$ 265,972.57
Aishka Express 2016	\$ 1,176,678.13	\$ 294,169.53	\$ 1,470,847.66
Total	\$ 21,301,452.99	\$ 5,325,607.56	\$ 26,627,060.55

Attached as **Appendix "20"** to this Second Report are copies of the proposals received from CRA with respect to the result of the HST audit for each of the Debtors (Appendix "A" not included).

IV. RECOMMENDATIONS

44. The Receiver takes the position that the Debtors and the Principals have acted in criminal contempt of court, whether directly or by aiding and abetting a criminal contempt of court. In the alternative, the Debtors and the Principals should be found liable for civil contempt of court. The Receiver sees that the Principals should be incarcerated on terms that this Court deems just, and that an appropriate fine be levied against the Debtors and Principals for failure to comply with the Receivership Order and the Asset Recovery Order.
45. The Receiver respectfully requests that this Honourable Court grant the relief sought.

All of which is respectfully submitted.

Dated at Toronto this 20th day of February, 2026.

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

Mukul Manchanda, CPA, CIRP, LIT
Managing Partner

APPENDIX 1

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

THE HONOURABLE	)	WEDNESDAY, THE 21st
	)	
JUSTICE JANA STEELE	)	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_III_The_E-Service_List)) 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)

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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.

A handwritten signature in blue ink, appearing to read 'J. Steele J.', is positioned above a horizontal line.

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

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III.	ACTIVITIES OF THE MONITOR.....	5
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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



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

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

THE HONOURABLE

)
)
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)

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.

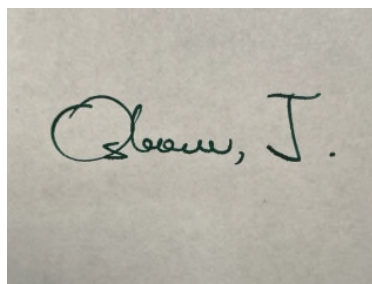
30. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, 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.

A photograph of a piece of paper with a handwritten signature in dark ink. The signature appears to be 'Osborne, J.' written in a cursive, slightly slanted script.

Digitally signed
by Osborne J.
Date: 2024.09.17
16:06:46 -04'00'

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



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL SLIP / ENDORSEMENT

COURT FILE
NO.:

CV-24-00725055-00CL

DATE: 16 September 2024

NO. ON LIST: 3

TITLE OF
PROCEEDING:

ROYAL BANK OF CANADA v. AHM TRANSPORT
INC. *et al*

BEFORE
JUSTICE
OSBORNE

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

Name of Person Appearing	Name of Party	Contact Info
Adrienne Ho Sanjeev Mitra	Counsel for Royal Bank of Canada	aho@airdberlis.com smitra@airdberlis.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
Howard Manis	Counsel for the Respondents, AHM Transport INC. et al	hmanis@manislaw.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Melinda Vine	Counsel for the Monitor	mvine@harrisonpensa.com
Mukul Manchanda	Court Appointed Monitor	mmanchanda@spergel.ca

ENDORSEMENT OF JUSTICE OSBORNE:

1. The Applicant, RBC, seeks the appointment of msi Spergel Inc. as Receiver over the assets of AHM Transport Inc., Aishka Express 2016 Inc., Aishka Express Inc., Aishka Recycling Inc. and Tanush Transport Inc. (collectively, the “Debtors”).
2. The appointment of the Receiver is opposed by the Debtors. It is supported by another senior creditor, the Business Development Bank of Canada (BDC). The Service List has been served with the materials.
3. The Applicant relies upon the Affidavit of Jan Oros sworn August 9, 2024, together with exhibits thereto and the consent of Spergel to act as Receiver.
4. The Respondents rely on the Affidavit of Punvanenthiran Jeyabalasingam, who is a director of Aishka 2016 and Tanush, sworn September 12, 2024, together with exhibits thereto, and a letter, uploaded to Caselines at not appended to any affidavit, dated September 13, 2024 from BVD Capital Corporation stating that BVD is considering a request from the Debtors to provide sufficient funding to pay out RBC.
5. Spergel, the proposed Receiver, is already acting as the Court-appointed Monitor and has submitted its First Report dated September 13, 2024.
6. Defined terms in this Endorsement have the meaning given to them in the Application materials and/or the First Report, unless otherwise stated.
7. At the outset of the hearing, the Respondents requested an adjournment of this receivership Application for one month. That adjournment was opposed by the Applicant and, counsel for the Applicant advised, BDC. The basis for the adjournment request was effectively the same as the basis for opposing the Application on the merits: while the Indebtedness, the events of default, the demands and the fact that the security documentation in respect of the Indebtedness expressly provided for the appointment of a Receiver in the event of default, the Respondents should be given “one final opportunity” to see if they could not arrange alternate financing to pay out the Applicant.
8. Since the basis for the adjournment request and the opposition to the Application on the merits was the same, argument was heard on both issues together.
9. The test for the appointment of a receiver pursuant to section 243 of the *BIA* or section 101 of the *CJA* is not in dispute. Is it just or convenient to do so?
10. In making a determination about whether it is, in the circumstances of a particular case, just or convenient to appoint a receiver, the Court must have regard to all of the circumstances, but in particular the nature of the property and the rights and interests of all parties in relation thereto. These include the rights of the secured creditor pursuant to its security: *Bank of Nova Scotia v. Freure Village on the Clair Creek*, 1996 O.J. No. 5088, 1996 CanLII 8258 (“*Freure Village*”)
11. Where the rights of the secured creditor include, pursuant to the terms of its security, the right to seek the appointment of a receiver, the burden on the applicant is lessened: while the appointment of a receiver is generally an extraordinary equitable remedy, the courts do not so regard the nature of the remedy where the relevant security permits the appointment and as a result, the applicant is merely seeking to enforce a term of an agreement already made by both parties: *Elleway Acquisitions Ltd. v. Cruise Professionals Ltd.*, 2013 ONSC 6866 at para. 27. However, the presence or lack of such a contractual entitlement is not determinative of the issue.
12. As observed in *Canadian Equipment Finance and Leasing Inc. v. The Hypoint Company Limited*, 2022 ONSC 6186, the Supreme Court of British Columbia, citing *Bennett on Receivership*, 2nd ed. (Toronto, Carswell, 1999) listed numerous factors which have been historically taken into account in the

determination of whether it is appropriate to appoint a receiver and with which I agree: *Maple Trade Finance Inc. v. CY Oriental Holdings Ltd.*, 2009 BCSC 1527 at para. 25):

- a. whether irreparable harm might be caused if no order is made, although as stated above, it is not essential for a creditor to establish irreparable harm if a receiver is not appointed where the appointment is authorized by the security documentation;
- b. the risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of assets while litigation takes place;
- c. the nature of the property;
- d. the apprehended or actual waste of the debtor's assets;
- e. the preservation and protection of the property pending judicial resolution;
- f. the balance of convenience to the parties;
- g. the fact that the creditor has a right to appointment under the loan documentation;
- h. the enforcement of rights under a security instrument where the security-holder encounters or expects to encounter difficulties with the debtor;
- i. the principle that the appointment of a receiver should be granted cautiously;
- j. the consideration of whether a court appointment is necessary to enable the receiver to carry out its duties efficiently;
- k. the effect of the order upon the parties;
- l. the conduct of the parties;
- m. the length of time that a receiver may be in place;
- n. the cost to the parties;
- o. the likelihood of maximizing return to the parties; and
- p. the goal of facilitating the duties of the receiver.

13. How are these factors to be applied? The British Columbia Supreme Court put it, I think, correctly: "these factors are not a checklist but a collection of considerations to be viewed holistically in an assessment as to whether, in all the circumstances, the appointment of a receiver is just or convenient: *Pandion Mine Finance Fund LP v. Otso Gold Corp.*, 2022 BCSC 136 at para. 54).
14. It is not essential that the moving party establish, prior to the appointment of a receiver, that it will suffer irreparable harm or that the situation is urgent. However, where the evidence respecting the conduct of the debtor suggests that a creditor's attempts to privately enforce its security will be delayed or otherwise fail, a court-appointed receiver may be warranted: *Bank of Montreal v. Carnival National Leasing Ltd.*, 2011 ONSC 1007 at paras. 24, 28-29. See also *Freure Village* at para. 10.
15. Where the conduct of the debtor has led directly to a receivership application, the Court should place limited to no weight on objections from the debtor as to whether a receivership is the best remedy for the secured creditor: *GE Commercial Distribution Finance Canada v. Sandy Cove Marine Co.*, 2011 ONSC 3851 at para. 23.
16. Accordingly, is it just or convenient to appoint a receiver in the particular circumstances of this case?

17. In my view, it is.
18. The Debtors are *OBICA* corporations with registered head offices in Vaughan, Ontario. They are privately held. They are indebted to RBC in connection with the credit facilities as set out in the Notice of Application, (paragraph 2(h)) about which there is no dispute.
19. The total Indebtedness exceeds \$8 million. It has not been repaid and no repayment arrangements have been made. Aishka is also indebted to a subsidiary of RBC, RCAP Leasing, in the amount of an additional \$296,103.26. That has not been repaid either.
20. As security for their obligations to RBC, the Debtors provided general security agreements in favour of RBC. There are also guarantees and postponements of claim from the principals. Certain of the credit facilities are payable on demand, and one or more events of default, as defined in the credit facilities, has also occurred, including the failure by the Debtors to pay principal, interest or other amount when due, and the failure to comply with the reporting obligations to RBC. As noted above, the security documents expressly provide the consent of the Respondents to the appointment of a Receiver in the event of default.
21. Based on *PPSA* searches, RBC is the first registrant, other than as to consumer goods with respect to Aishka Recycling, Aishka 2016 and AHM. Other parties have also registered interests against the Debtors, including but not limited to the BDC, all as set out in the Affidavit on which RBC relies. With respect to Aishka, RBC has also obtained a priority agreement with BDC dated May 15, 2018 which, in substance, gives RBC priority over accounts and inventory and gives BDC priority over certain equipment of Aishka.
22. RBC made formal written demands and delivered section 244 *BIA* Notices on May 17, 2024, followed by additional demands on May 31, 2024.
23. The Debtors are no longer using the RBC accounts for their daily banking needs and new deposit accounts have now been opened with, and are being maintained at, another financial institution.
24. Efforts to resolve the matters have not borne fruit. Those have been ongoing in earnest since April, as outlined in the Application materials. On June 12, 2024, the Debtors engaged counsel and approached RBC to request a forbearance arrangement, in response to which RBC requested that an independent financial advisor be engaged to obtain additional information about the business of the Debtors. The debtors consented, and Spergel was appointed in that capacity. The record is to the effect that initial information requests were incompletely responded to and follow-up requests were made, to which there was no response or later, incomplete and inadequate responses.
25. This Application was originally returnable on August 21, 2024, at which time the Respondents sought an adjournment to either work out the terms of a forbearance agreement or file materials, and RBC opposed the adjournment. After having heard from the parties, Justice Steele adjourned the Application on terms, including the appointment of Spergel as Court-appointed Monitor. The Application was adjourned to September 16. On the 2024 and a timetable was imposed for materials, which required Responding materials by September 6, 2024, in addition to the provision of various information by the Debtors to RBC.
26. The First Report reflects that the majority of information requested by the Monitor from the Debtors in July was not provided, as a result of which this Application is brought back on by RBC. Some information was provided immediately prior to the appointment of the Monitor and additional information was provided thereafter.
27. The Monitor requested additional information on August 30, 2024, and thereafter met with an accounting manager (Ms. Sanji) and an external consultant Mr. Small, who are working with the Debtors. There is no

affidavit from either of them. They advised that the Debtors are expecting and HST refund from the CRA, subject to audit, and the Debtors have accounts receivable as of August 16, 2024 of just over \$1.304 million. The Debtors do not have an accounting system in place and record their accounting on Excel spreadsheets, as a result of which it is very difficult for them to produce current and timely financial information. The Debtors are factoring certain of their receivables to fund ongoing operations.

28. The Monitor has requested and received certain additional information, but such was not sufficient for the Monitor report on the ability of the Debtors to make monthly payments or indeed any payments to RBC and/or BDC. That was confirmed in Court today. No information was provided by the Debtors with respect to any sale or refinancing efforts, as a result of which the Monitor requested additional information on September 9.
29. On September 11, Mr. Small advised by email that the Debtors' financial statements for fiscal 2023 were not complete and such would take additional time, and year-to-date internal financial statements for the current fiscal year are not available due to the unavailability of an accounting system, as a result of all of which the Monitor cannot comment on the ability of the Debtors to make payments to RBC and/or BDC. The cash flow forecast provided by the Debtors does not provide underlying assumptions or the documents necessary to support such assumptions.
30. The Respondents' affidavit of Punvanenthiran Jeyabalasingam states that the new operating accounts at another financial institution were established because the Respondents were not given any notice by RBC that holds would be placed on cheques, as a result of which they established the new accounts to maintain business operations.
31. The affidavit also states that the Respondents have offered to grant RBC security over to additional properties that have significant equity, but the Applicant has declined. I observe that the Affidavit on behalf of the Respondents states that the aggregate equity value of those properties is approximately \$5 million, such that I observe that even if accurate, it is insufficient to pay out even RBC, let alone BDC as well (see paragraphs 10 and 11).
32. The affidavit states that the Respondents are in active discussions with BVD in order to obtain refinancing to repay the indebtedness. As noted above, the Respondents have also filed a letter from BVD, although not properly appended to an affidavit, about that commitment. It is not actually a commitment to fund, however, and states that "following up [sic] our recent discussion, our credit committee is reviewing in considering your request to provide sufficient funding to pay out the Royal Bank's position in full. We will revert with an update at our earliest opportunity."
33. Accordingly, the challenge for me today is that no responding materials were delivered by the deadline set by Justice Steele, on consent, or at all until last week. Information requests made by the Monitor, including as to current accounts receivable and accounts payable summaries, remain outstanding. No payment plan has been proposed. The Respondents have been working on a repayment plan (to be based on a refinancing commitment from a new lender) since April. Nothing has transpired, and indeed there is no evidence in the record of any commitment from any new lender or source of financing whatsoever until the BVD letter dated last Thursday, September 12. Nothing was filed by the deadline fixed by Justice Steele even as an interim update as to progress. There is limited visibility. Even today, there is limited transparency for the Applicant and for the Court-appointed Monitor, as to the financial condition of the Debtors and their ability to repay the Indebtedness, and if so on what terms.
34. Moreover, and even accepting the BVD letter, it is clearly and unequivocally not a commitment (conditional or otherwise) for financing. Nor does it even disclose when BVD was asked to make the commitment, and/or whether any information requests from DVD remain outstanding or have been

satisfied, and whether any commitment, even if made, would be conditional. The result is that I am unable to access the likelihood of any commitment actually being made in an amount sufficient to pay out RBC or the timing thereof.

35. For all of these reasons, in my view, it is just or convenient that the Receiver be appointed today. Accordingly, I denied the adjournment request and allowed the Application. Upon being advised of my decision in this regard, counsel for the Respondents then submitted that it would be appropriate to grant the receivership order, but suspend its operation and effect for a period of one week, to allow sufficient time for the Respondents to attempt to firm up a commitment from BVD.
36. I declined to do so. The receivership should be effective immediately. I do observe, however, that the first steps to be undertaken by the Receiver will be the receipt and analysis of additional financial information and transparency. While a sales process might ultimately be recommended and brought before this Court for approval, that is certainly not going to occur within one week, with the result that there is no reason why discussions with BVD cannot and should not continue in any event. Moreover, BVD is well aware of this proceeding, such that the proposed pending receivership has not been sufficiently chilling so as to dissuade it from considering a new and significantly larger financing transaction in any event.
37. If a firm commitment for refinancing is made that would see existing secured creditors paid out in full, that development would be received favourably by those creditors. The Receiver will of course cooperate with respect to information flow regarding any commitment, and if it materializes, the receivership can be shorter in duration and narrower in scope. I reminded the parties that the proposed order contains the usual seven-day comeback clause, and if necessary, I would hear the parties pursuant thereto.
38. The draft order is consistent with the Model Order of the Commercial List and is appropriate in these particular circumstances. Counsel are making minor clerical edits and will resubmit for my signature.
39. Order to go in accordance with this Endorsement which, when signed, will be effective immediately and without the necessity of issuing and entering.

Oliver, J.

APPENDIX 6

LAND
REGISTRY
OFFICE #65

03329-2169 (LT)

PAGE 1 OF 4
PREPARED FOR dipierdomenico
ON 2025/10/09 AT 10:25:54

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION:	LOT 11, PLAN 65M3498, VAUGHAN. S/T RT UNTIL THE LATER OF 5 YRS FROM 01/10/03 AND COMPLETE ASSUMPTION OF THE SUBDIVISION WORKS AND SERVICES BY THE CITY OF VAUGHAN AND REGION OF YORK AS IN YR57224. S/T EASE IN FAVOUR OF LT 12, PL 65M3498, OVER PT LT 11, PL 65M3498, PT 3, 65R25055 AS IN YR276490; T/W EASE OVER PT LT 10, PL 65M3498, PT 2, 65R25055 AS IN YR291718;		
PROPERTY REMARKS:	THE FOLLOWING REMARK HAS BEEN ADDED ON 2001/05/28 AT 14:30 BY LOIS YAKIWCHUK : SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, R.S.O. 1990, EXCEPT PARAGRAPHS 3 & 14 THEREOF.		
ESTATE/QUALIFIER:	RECENTLY:	PIN CREATION DATE:	
FEE SIMPLE ABSOLUTE	SUBDIVISION FROM 03329-2158	2001/05/28	
OWNERS' NAMES	CAPACITY	SHARE	
PUVANENTHIRAN, THUSHITHA	JTEN		
JEYABALASINGAM, PUVANENTHIRAN	JTEN		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2001/05/28 **		
R731986	1998/10/28	AGREEMENT		*** DELETED AGAINST THIS PROPERTY *** ROY-SUN HOLDINGS LIMITED	THE CORPORATION OF THE CITY OF VAUGHAN	
	REMARKS: DEVELOPMENT					
LT1406632	1999/09/29	CHARGE		*** DELETED AGAINST THIS PROPERTY *** ROYBRIDGE HOLDINGS LIMITED	THE BANK OF NOVA SCOTIA	
LT1579797	2001/02/09	CHARGE		*** DELETED AGAINST THIS PROPERTY *** ROYBRIDGE HOLDINGS LIMITED	THE BANK OF NOVA SCOTIA	
LT1593062	2001/03/28	NO SUB AGREEMENT		ROYBRIDGE HOLDINGS LIMITED	THE CORPORATION OF THE CITY OF VAUGHAN	C
LT1593063	2001/03/28	NOTICE AGREEMENT		ROYBRIDGE HOLDINGS LIMITED	THE CORPORATION OF THE CITY OF VAUGHAN	C
	REMARKS: AMENDING LT1593062					
65M3498	2001/05/02	PLAN SUBDIVISION				C
LT1605692	2001/05/02	PLAN DOCUMENT		ROYBRIDGE HOLDINGS LIMITED		C
LT1605694	2001/05/02	RESTRICTION-LAND		*** DELETED AGAINST THIS PROPERTY *** ROYBRIDGE HOLDINGS LIMITED		
	REMARKS: NO TRANSFER WITHOUT THE CONSENT OF THE CORPORATION OF THE CITY OF VAUGHAN					
YR23111	2001/07/17	BYLAW EX PART LOT		THE CORPORATION OF THE CITY OF VAUGHAN		C
YR25504	2001/07/23	DISCH PART CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
	REMARKS: RE: LT1406632					
YR57211	2001/10/03	APL ANNEX REST COV		ROYBRIDGE HOLDINGS LIMITED		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR57224	2001/10/03	TRANSFER		REMARKS: FOR 20 YEARS FROM MAY 2, 2001; WAIVE, ALTER, MODIFY CLAUSE INCLUDED *** COMPLETELY DELETED *** ROYBRIDGE HOLDINGS LIMITED	ARISTA HOMES (VELLORE WOODS IV) INC.	C
YR57335	2001/10/03	CHARGE		REMARKS: CONSENT CITY OF VAUGHAN *** COMPLETELY DELETED *** ARISTA HOMES (VELLORE WOODS IV) INC.	ROYBRIDGE HOLDINGS LIMITED	
YR57336	2001/10/03	TRANSFER OF CHARGE		*** COMPLETELY DELETED *** ROYBRIDGE HOLDINGS LIMITED	THE BANK OF NOVA SCOTIA	
YR71907	2001/11/09	APL (GENERAL)		REMARKS: YR57335 *** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF VAUGHAN		
65R25055	2002/07/10	PLAN REFERENCE		REMARKS: DELETING R731986		
YR219434	2002/10/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
YR221666	2002/10/25	DISCH PART CHARGE		REMARKS: RE: YR57335 *** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		
YR291718	2003/04/22	TRANSFER		REMARKS: RE: LT11579797 *** COMPLETELY DELETED *** ARISTA HOMES (VELLORE WOODS IV) INC.	TJAHJONO, ROBERTUS MARTAKUSUMA, SUSHANTI	
YR291719	2003/04/22	CHARGE		REMARKS: CONSENT CITYOF VAUGHAN *** COMPLETELY DELETED *** TJAHJONO, ROBERTUS MARTAKUSUMA, SUSHANTI	THE BANK OF NOVA SCOTIA	
YR2315802	2015/07/03	TRANSFER		*** COMPLETELY DELETED *** MARTAKUSUMA, SUSHANTI TJAHJONO, ROBERTUS	PUVANENTHIRAN, THUSHITHA	
YR2315803	2015/07/03	CHARGE		*** COMPLETELY DELETED *** PUVANENTHIRAN, THUSHITHA	B2B BANK	
YR2338451	2015/08/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE BANK OF NOVA SCOTIA		

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: YR291719.				
YR2562250	2016/10/18	CHARGE		*** COMPLETELY DELETED *** PUVANENTHIRAN, THUSHITHA	COMMUNITY TRUST COMPANY	
YR2894568	2018/11/06	CHARGE		*** COMPLETELY DELETED *** PUVANENTHIRAN, THUSHITHA	SETHI, GULSHAN KUMAR	
YR2989912	2019/07/30	CHARGE		*** COMPLETELY DELETED *** PUVANENTHIRAN, THUSHITHA	ROYAL BANK OF CANADA	
YR2990380	2019/07/31	DISCH OF CHARGE		*** COMPLETELY DELETED *** SETHI, GULSHAN KUMAR		
		REMARKS: YR2894568.				
YR3026719	2019/10/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** B2B BANK		
		REMARKS: YR2315803.				
YR3084286	2020/03/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** COMMUNITY TRUST COMPANY		
		REMARKS: YR2562250.				
YR3086772	2020/04/06	CHARGE		*** COMPLETELY DELETED *** PUVANENTHIRAN, THUSHITHA	11209396 CANADA INC. PERFECT INVESTMENTS LIMITED	
YR3201558	2021/02/01	CHARGE		*** COMPLETELY DELETED *** PUVANENTHIRAN, THUSHITHA	KAUR, PARAMJEET	
YR3201561	2021/02/01	CHARGE		*** COMPLETELY DELETED *** PUVANENTHIRAN, THUSHITHA	2383842 ONTARIO INC. 2760579 ONTARIO INC.	
YR3201703	2021/02/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** 11209396 CANADA INC. PERFECT INVESTMENTS LIMITED		
		REMARKS: YR3086772.				
YR3314675	2021/09/16	NOTICE		*** COMPLETELY DELETED *** PUVANENTHIRAN, THUSHITHA	KAUR, PARAMJEET	
		REMARKS: YR3201558				
YR3314678	2021/09/16	NOTICE		*** COMPLETELY DELETED *** PUVANENTHIRAN, THUSHITHA	2383842 ONTARIO INC. 2760579 ONTARIO INC.	

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LAND
REGISTRY
OFFICE #65

03329-2169 (LT)

PAGE 4 OF 4
PREPARED FOR dipierdomenico
ON 2025/10/09 AT 10:25:54

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3375634	2022/02/01	CHARGE		*** COMPLETELY DELETED *** PUVANENTHIRAN, THUSHITHA	ANDREW, JOHNY	
YR3375954	2022/02/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** 2383842 ONTARIO INC. 2760579 ONTARIO INC.		
YR3375959	2022/02/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** KAUR, PARAMJEET		
YR3522413	2023/02/06	NOTICE		*** COMPLETELY DELETED *** PUVANENTHIRAN, THUSHITHA	ANDREW, JOHNY	
YR3580388	2023/08/01	TRANSFER	\$2	PUVANENTHIRAN, THUSHITHA	PUVANENTHIRAN, THUSHITHA JEYABALASINGAM, PUVANENTHIRAN	C
YR3580389	2023/08/01	CHARGE	\$1,510,000	PUVANENTHIRAN, THUSHITHA JEYABALASINGAM, PUVANENTHIRAN	THE BANK OF NOVA SCOTIA	C
YR3580650	2023/08/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** ANDREW, JOHNY		
YR3584454	2023/08/10	APL (GENERAL)		*** COMPLETELY DELETED *** TJAHJONO, ROBERTUS MARTAKUSUMA, SUSHANTI		
YR3584589	2023/08/11	CHARGE	\$350,000	JEYABALASINGAM, PUVANENTHIRAN PUVANENTHIRAN, THUSHITHA	ANDREW, JOHNY	C
YR3587544	2023/08/18	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
YR3696046	2024/07/08	CAUTION-NOTICE		*** COMPLETELY DELETED *** JEYABALASINGAM, BALAMBIGAI		

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Properties

PIN	03329 - 2169 LT	Interest/Estate	Fee Simple
Description	LOT 11, PLAN 65M3498, VAUGHAN. S/T RT UNTIL THE LATER OF 5 YRS FROM 01/10/03 AND COMPLETE ASSUMPTION OF THE SUBDIVISION WORKS AND SERVICES BY THE CITY OF VAUGHAN AND REGION OF YORK AS IN YR57224. S/T EASE IN FAVOUR OF LT 12, PL 65M3498, OVER PT LT 11, PL 65M3498, PT 3, 65R25055 AS IN YR276490; T/W EASE OVER PT LT 10, PL 65M3498, PT 2, 65R25055 AS IN YR291718;		
Address	290 VELLORE WOODS BOULEVARD VAUGHAN		

Consideration

Consideration	\$2.00
---------------	--------

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name	PUVANENTHIRAN, THUSHITHA
Address for Service	290 Vellore Woods Blvd, Vaughan, Ontario L4H 2T5

I am at least 18 years of age.

My spouse has consented to this transaction.

This document is not authorized under Power of Attorney by this party.

Transferee(s)	Capacity	Share
Name	PUVANENTHIRAN, THUSHITHA	Joint Tenants
Date of Birth	1983 05 04	
Address for Service	290 Vellore Woods Blvd, Vaughan, Ontario L4H 2T5	
Name	JEYABALASINGAM, PUVANENTHIRAN	Joint Tenants
Date of Birth	1978 04 29	
Address for Service	290 Vellore Woods Blvd, Vaughan, Ontario L4H 2T5	

Signed By

Umananthini Nishanthan	39 Devonshire Ave Markham L3S 3P2	acting for Transferor(s)	Signed	2023 08 01
Tel	416-289-9229			
Fax	800-878-1348			
I am the solicitor for the transferor(s) and the transferee(s) and this transfer is being completed in accordance with my professional standards.				
I have the authority to sign and register the document on behalf of all parties to the document.				
Umananthini Nishanthan	39 Devonshire Ave Markham L3S 3P2	acting for Transferee(s)	Signed	2023 08 01
Tel	416-289-9229			
Fax	800-878-1348			
I am the solicitor for the transferor(s) and the transferee(s) and this transfer is being completed in accordance with my professional standards.				
I have the authority to sign and register the document on behalf of all parties to the document.				

Submitted By

NISHANTHAN LAW OFFICE	39 Devonshire Ave Markham L3S 3P2	2023 08 01
Tel	416-289-9229	
Fax	800-878-1348	

Fees/Taxes/Payment

Statutory Registration Fee	\$69.00
----------------------------	---------

Fees/Taxes/Payment

Provincial Land Transfer Tax	\$0.00
Total Paid	\$69.00

File Number

Transferor Client File Number :	R4100-23JE
Transferee Client File Number :	R4100-23JE

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 03329 - 2169 LOT 11, PLAN 65M3498, VAUGHAN. S/T RT UNTIL THE LATER OF 5 YRS FROM 01/10/03 AND COMPLETE ASSUMPTION OF THE SUBDIVISION WORKS AND SERVICES BY THE CITY OF VAUGHAN AND REGION OF YORK AS IN YR57224. S/T EASE IN FAVOUR OF LT 12, PL 65M3498, OVER PT LT 11, PL 65M3498, PT 3, 65R25055 AS IN YR276490; T/W EASE OVER PT LT 10, PL 65M3498, PT 2, 65R25055 AS IN YR291718;

BY:	PUVANENTHIRAN, THUSHITHA	
TO:	PUVANENTHIRAN, THUSHITHA	Joint Tenants
	JEYABALASINGAM, PUVANENTHIRAN	Joint Tenants

1. PUVANENTHIRAN, THUSHITHA AND JEYABALASINGAM, PUVANENTHIRAN

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☒ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$2.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$2.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$2.00

4.

Explanation for nominal considerations:
m) Inter-spousal transfer for natural love and affection
The land is subject to an encumbrance which has been paid in full, but for which a discharge has not yet been registered.

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "Greater Golden Horseshoe Region", "specified region", "spouse" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act and O. Reg 182/17. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument:	Transfer			
	LRO 65	Registration No.	YR3580388	Date: 2023/08/01
B. Property(s):	PIN 03329 - 2169	Address	290 VELLORE WOODS BOULEVARD VAUGHAN	Assessment - Roll No
C. Address for Service:	290 Vellore Woods Blvd, Vaughan, Ontario L4H 2T5			
D. (i) Last Conveyance(s):	PIN 03329 - 2169	Registration No.	YR2315802	
	(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☒ No ☐ Not known ☐			
E. Tax Statements Prepared By:	Umananthini Nishanthan 39 Devonshire Ave Markham L3S 3P2			

APPENDIX 7

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 8



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

**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 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 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.

A handwritten signature in blue ink, appearing to read 'Conway', is written over a horizontal line.

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

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
	ORDER
	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@harrisonpenza.com Lawyers for the Receiver, msi Spergel inc.

APPENDIX 9



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

**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.

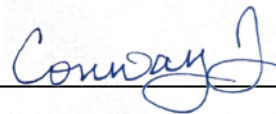
Respondents

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.

A handwritten signature in blue ink, appearing to read "Conway J", is written over a horizontal line.

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

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
	ORDER
	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@harrisonpenza.com Lawyers for the Receiver, msi Spergel inc.

APPENDIX 10



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-24-00725055-00CL **DATE** : May 6, 2025

NO. ON LIST: 3

TITLE OF PROCEEDING: ROYAL BANK OF CANADA v. AHM TRANSPORT INC. et al

BEFORE: JUSTICE CONWAY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Adrienne Ho	Lawyer for the Applicant	Aho@airdberlis.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Howard F. Manis	Lawyer for the Respondents and Guarantors, AHM Transport Inc, Aishka Express 2016 Inc, Aishka Express Inc, Aishka Recycling Inc, Tanush Transport Inc.	Hmanis@manislaw.ca

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Tim Hogan	Lawyer to MSI Spergel inc.	Thogan@harrisonpensa.com
Philip Gennis	MSI Spergel Inc.	Pgennis@spergel.ca

ENDORSEMENT OF JUSTICE CONWAY:

- [1] All defined terms used in this Endorsement shall, unless otherwise defined, have the meanings ascribed to them in the Factum of the Applicant dated April 29, 2025.
- [2] In its notice of motion, the Receiver sought three orders:
- a. An Approval and Vesting Order approving the sale by auction contemplated by a Contract to Auction between Ritchie Bros. Auctioneers (Canada) Ltd. and the Receiver dated April 22, 2025 for the sale of certain of the property of the Debtors and vesting all rights in each purchaser free and clear, with the Receiver empowered to file discharges of all claims under the PPSA and RSLA.
 - b. An Ancillary Order approving the First Report and the Receiver's activities, the Interim Statement of Receipts and Disbursements, and the fees and disbursements of the Receiver and its counsel.
 - c. An Asset Recovery Order compelling the Debtors and the Principals to disclose to the Receiver the location of the Missing Property and related relief.
- [3] Mr. Manis attended today for the respondents. He has asked for an adjournment of the motion with respect to the Asset Recovery Order. The Receiver has agreed to the adjournment. I have scheduled it for **May 22, 2025 at 10 a.m. before me for 30 minutes (confirmed with the CL office). There should be no need for the motion if the respondents, now represented by counsel, respond to the Receiver and cooperate and assist in locating the Missing Property.**
- [4] The other two orders are unopposed. RBC supports the relief sought.
- [5] I approve the Approval and Vesting Order for the assets to be sold at auction, as recommended by the Receiver. I am satisfied that any sale resulting from this process would meet the *Soundair* test by optimizing the Receiver's ability to maximize value for stakeholders. I accept the Receiver's recommendation that the Auctioneer is experienced and the fees and commissions are reasonable. The Receiver is authorized to discharge the PPSA and RSLA registrations so that purchasers can obtain clear title to the auctioned assets.
- [6] The Ancillary Order is acceptable. The First Report is approved, as are the Statement of Receipts and Disbursements and the fees of the Receiver and its counsel.
- [7] Two orders to go as signed by me and attached to this Endorsement. These orders are effective from today's date and are enforceable without the need for entry and filing.



APPENDIX 11

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

**SUPPLEMENT REPORT TO THE 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.**

May 21, 2025

APPENDICES

1. Endorsement of the Honourable Madam Justice Conway dated May 6, 2025
2. Email exchanges between the Receiver's Counsel and the counsel for the Debtors

1. This supplement report (this “**First Report Supplement**”) 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**”), as a supplement to the Receiver’s first report to the Court dated April 24, 2025 (the “**First Report**”). Unless otherwise stated, all capitalized terms in this First Report Supplement are defined as in the First Report, and the disclaimer that appears in the First Report also applies to this First Report.
2. On May 6, 2025, the Receiver brought a motion to the Court seeking three orders:
 - a) An Approval and Vesting Order approving the sale by auction contemplated by the Auction Agreement and vesting all rights in each purchaser free and clear, with the Receiver empowered to file discharges of all claims under the PPSA and RSLA;
 - b) An Ancillary Order approving the First Report and the Receiver’s activities, the Interim R&D, and the fees and disbursements of the Receiver and the Receiver’s Counsel; and
 - c) An Asset Recovery Order compelling the Debtors and the Principals to disclose to the Receiver the location of the Missing Property and related relief.
3. The relief sought with respect to the Approval and Vesting Order and the Ancillary Order was granted by the Court. The relief sought with respect to the Asset Recovery Order was, on consent of the Receiver, adjourned to May 22, 2025. Copy of the Endorsement of the Honourable Madam Justice Conway dated May 6, 2025 is attached as **Appendix “1”** to this First Report Supplement.
4. Since May 6, 2025, the Receiver’s Counsel corresponded with the Debtors’ counsel regarding the location of the Missing Property. On May 21, 2025, the Debtors’ counsel provided addresses in Bradford and Montreal indicating that certain Missing Property may be located at these addresses and asked the

Receiver to provide the address where the Receiver would like the Missing Property to be delivered.

5. In response, the Receiver's Counsel provided an itemized list of Missing Property and asked the Debtors' counsel to provide a list of assets that located in Bradford and Montreal. In addition, the Receiver's Counsel provided addresses both in Ontario and Quebec where the Missing Property can be delivered. The Receiver's Counsel further advised that in the absence of confirmation of the existence of all of the Missing Property, the Receiver will be moving forward with requesting the issuance of the Asset Recovery Order.
6. Copies of email exchanges between the Receiver's Counsel and counsel for the Debtor are attached as **Appendix "2"** to this First Report Supplement.

All of which is respectfully submitted.

Dated at Toronto this 21st day of May 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 12

From: Howard Manis <hmanis@manislaw.ca>
Sent: Wednesday, May 21, 2025 1:49 PM
To: Tim Hogan
Cc: Manchanda Mukul - msi Spergel (mmanchanda@spergel.ca); Philip Gennis - Spergel (pgennis@spergel.ca); Victoria Adams; Thomas Masterson
Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

[EXTERNAL EMAIL]

Understood!!

Howard



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

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From: Tim Hogan <thogan@harrisonpensa.com>
Sent: May 21, 2025 1:47 PM
To: Howard Manis <hmanis@manislaw.ca>
Cc: Manchanda Mukul - msi Spergel (mmanchanda@spergel.ca) <mmanchanda@spergel.ca>; Philip Gennis - Spergel (pgennis@spergel.ca) <pgennis@spergel.ca>; Victoria Adams <vadams@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>
Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

Howard,

In the absence of comfort, the Receiver will require that the Asset Recovery Order issue tomorrow.

Your client can then co-operate with same.

Please advise.

Tim Hogan* | [HARRISON PENZA 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 by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately

From: Howard Manis <hmanis@manislaw.ca>
Sent: Wednesday, May 21, 2025 1:44 PM
To: Tim Hogan <thogan@harrisonpensa.com>
Cc: Manchanda Mukul - msi Spergel (mmanchanda@spergel.ca) <mmanchanda@spergel.ca>; Philip Gennis - Spergel (pgennis@spergel.ca) <pgennis@spergel.ca>; Victoria Adams <vadams@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>
Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

[EXTERNAL EMAIL]

Tim,

I will inquire

Howard



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

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From: Tim Hogan <thogan@harrisonpensa.com>
Sent: May 21, 2025 1:38 PM
To: Howard Manis <hmanis@manislaw.ca>
Cc: Manchanda Mukul - msi Spergel (mmanchanda@spergel.ca) <mmanchanda@spergel.ca>; Philip Gennis - Spergel (pgennis@spergel.ca) <pgennis@spergel.ca>; Victoria Adams <vadams@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>
Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]
Importance: High

Howard

The missing assets are:

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
Chicago Pneumatic QRS2HP Air compressor with Attachments Model QRS25-HP
Air Compressor Power Supply & Hook Up
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
2022 Toyota 8FGU30 6000LB Pneumatic Forklift Model: 8FGU30 Serial#: C2350
2001 Load Lifter Model: 2422-6C Serial#: 2391
Arctic Shelter 70FT/30/22
Equipment and Forklift
New 563C Vanier 5.63 Wheel Loader Box Serial# 28251 c/w Metal Pless Liverboxx Serial#: S519
New Skyjack dual fuel with outriggers Serial#: SJ6826
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

Please advise what assets are located in Bradford and what assets are located in Montreal (and any other assets)?

The assets from Brantford can be moved to Ritchie Brothers' yard in Amaranth (Orangeville), Ontario at 513038 2nd Line.

The Montreal assets can be moved to Ritchie Brothers' yard at Mont-Saint-Hilaire, QC at 1373, Rue Briere.

Before we vacate tomorrow's hearing we need to confirm the existence of the assets and what assets remain missing.

Please advise.

Tim Hogan* | [HARRISON PENSA LLP](mailto:hogan@harrisonpensa.com) | [130 Dufferin Avenue, Suite 1101, London, ON N6A 5R2](mailto:hogan@harrisonpensa.com) | tel/ 519-661-6743 | fax 519-667-3362 | [thogan@harrisonpensa.com](mailto:hogan@harrisonpensa.com) Assistant | Aimee Newman | tel/ 519-850-5568 | anewman@harrisonpensa.com *Services provided by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

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From: Howard Manis <hmanis@manislaw.ca>

Sent: Wednesday, May 21, 2025 10:24 AM

To: Tim Hogan <thogan@harrisonpensa.com>

Cc: Manchanda Mukul - msi Spergel (mmanchanda@spergel.ca) <mmanchanda@spergel.ca>; Philip Gennis - Spergel

(pgennis@spergel.ca) <pgennis@spergel.ca>; Victoria Adams <vadams@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>

Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

[EXTERNAL EMAIL]

Tim,

I have been advised as follows:

There is some missing Equipment in the location of 810 Simcoe Road, Bradford, ON L3Z 4B3. The remaining item is in the location of Montreal location 7820 Boulevard Henri-Bourassa E, Montreal, Quebec H1E 1P2

Moreover, I have advised my client to arrange to deliver the equipment in Bradford to the Receiver so please advise where you wish the equipment brought to.

Please confirm that you will advise the Court office that we do not need the time tomorrow as Her Honour directed.

Howard



Howard F. Manis

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

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From: Tim Hogan <thogan@harrisonpensa.com>

Sent: May 20, 2025 5:36 PM

To: Howard Manis <hmanis@manislaw.ca>

Cc: Manchanda Mukul - msi Spergel (mmanchanda@spergel.ca) <mmanchanda@spergel.ca>; Philip Gennis - Spergel (pgennis@spergel.ca) <pgennis@spergel.ca>; Victoria Adams <vadams@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>

Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

Hi Howard, with the matter before the Court May 22, can you advise of you a response from your clients?

Tim Hogan* | [HARRISON PENZA 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 by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately

From: Howard Manis <hmanis@manislaw.ca>
Sent: Friday, May 16, 2025 12:10 PM
To: Tim Hogan <thogan@harrisonpensa.com>
Cc: Manchanda Mukul - msi Spergel (mmanchanda@spergel.ca) <mmanchanda@spergel.ca>; Philip Gennis - Spergel (pgennis@spergel.ca) <pgennis@spergel.ca>; Victoria Adams <vadams@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>
Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

[EXTERNAL EMAIL]

Tim,

I will follow up again.

Howard



Howard F. Manis
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From: Tim Hogan <thogan@harrisonpensa.com>
Sent: May 16, 2025 12:02 PM
To: Howard Manis <hmanis@manislaw.ca>
Cc: Manchanda Mukul - msi Spergel (mmanchanda@spergel.ca) <mmanchanda@spergel.ca>; Philip Gennis - Spergel (pgennis@spergel.ca) <pgennis@spergel.ca>; Victoria Adams <vadams@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>
Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

Howard

We are back before Justice Conway on the 22nd, any update on this and the debtors providing the information required?

Tim Hogan* | [HARRISON PENZA 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 by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately

From: Howard Manis <hmanis@manislaw.ca>
Sent: Tuesday, May 13, 2025 8:29 AM
To: Tim Hogan <thogan@harrisonpensa.com>
Cc: Manchanda Mukul - msi Spergel (mmanchanda@spergel.ca) <mmanchanda@spergel.ca>; Philip Gennis - Spergel (pgennis@spergel.ca) <pgennis@spergel.ca>; Victoria Adams <vadams@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>
Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

[EXTERNAL EMAIL]

Tim,

I spoke with the client yesterday but I will follow up.

Howard



Howard F. Manis
MANIS LAW
• Bankruptcy & Insolvency • Commercial & Civil Litigation • Corporate Law
(416) 417-7257
hmanis@manislaw.ca
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From: Tim Hogan <thogan@harrisonpensa.com>
Sent: May 13, 2025 6:55 AM
To: Howard Manis <hmanis@manislaw.ca>

Cc: Manchanda Mukul - msi Spergel (mmanchanda@spergel.ca) <mmanchanda@spergel.ca>; Philip Gennis - Spergel (pgennis@spergel.ca) <pgennis@spergel.ca>; Victoria Adams <vadams@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>

Subject: FW: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

Howard

Can you advise on any disclosure available from your clients with respect to the Missing Property?

Please advise and thank-you.

Tim Hogan* | [HARRISON Pensa LLP](https://www.harrisonpensa.com) | 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 by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

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From: Sydney Inghelbrecht <singhelbrecht@harrisonpensa.com>

Sent: Tuesday, May 6, 2025 11:54 AM

To: Sanj Mitra (smitra@airdberlis.com) <smitra@airdberlis.com>; aho@airdberlis.com; 'Mukul Manchanda' <mmanchanda@spergel.ca>; Philip Gennis <PGennis@spergel.ca>; hmanis@manislaw.ca; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; Unit, Insolvency (MOF) <insolvency.unit@ontario.ca>

Cc: Tim Hogan <thogan@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>; Victoria Adams <vadams@harrisonpensa.com>

Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

Good afternoon,

Please see the attached Endorsement and Orders of Justice Conway dated May 6, 2025.

Please note that this matter has been adjourned to May 22, 2025.

Thank you,

Sydney Inghelbrecht | Law Clerk | HARRISON Pensa LLP | 130 Dufferin Avenue, Suite 1101, London, Ontario N6A 5R2 | tel/ 519-661-6755 | fax 519-667-3362 | singhelbrecht@harrisonpensa.com

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

From: Sydney Inghelbrecht <singhelbrecht@harrisonpensa.com>

Sent: Monday, May 5, 2025 8:22 AM

To: Sanj Mitra (smitra@airdberlis.com) <smitra@airdberlis.com>; aho@airdberlis.com; 'Mukul Manchanda' <mmanchanda@spergel.ca>; Philip Gennis <PGennis@spergel.ca>; hmanis@manislaw.ca; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; Unit, Insolvency (MOF) <insolvency.unit@ontario.ca>

Cc: Tim Hogan <thogan@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>; Victoria Adams <vadams@harrisonpensa.com>

Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

Good morning,

The Zoom particulars for the Motion returnable tomorrow are as follows:

<https://ca01web.zoom.us/j/61474879934?pwd=NDQvb3ZKRkN0b3hpTWNPUIRaaWt0QT09%20%27>

Meeting ID: 614 7487 9934

Passcode: 796227

Thank you,

Sydney Inghelbrecht | Law Clerk | HARRISON PENSEA LLP | 130 Dufferin Avenue, Suite 1101, London, Ontario N6A 5R2
| *tel* 519-661-6755 | *fax* 519-667-3362 | singhelbrecht@harrisonpensa.com

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

From: Sydney Inghelbrecht <singhelbrecht@harrisonpensa.com>

Sent: Tuesday, April 29, 2025 10:57 AM

To: Sanj Mitra (smitra@airdberlis.com) <smitra@airdberlis.com>; aho@airdberlis.com; 'Mukul Manchanda' <mmanchanda@spergel.ca>; Philip Gennis <PGennis@spergel.ca>; hmanis@manislaw.ca; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; Unit, Insolvency (MOF) <insolvency.unit@ontario.ca>

Cc: Tim Hogan <thogan@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>; Victoria Adams <vadams@harrisonpensa.com>

Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

Good morning,

We are counsel for the Receiver, msi Spergel inc., in the above-noted matter.

Please see the attached Factum and Book of Authorities of the Receiver dated April 29, 2025, which is served upon you pursuant to the *Rules of Civil Procedure*.

Please be advised that this Motion is returnable May 6, 2025, in Toronto, Ontario via zoom.

Thank you,

Sydney Inghelbrecht | Law Clerk | HARRISON PENSEA LLP | 130 Dufferin Avenue, Suite 1101, London, Ontario N6A 5R2
| *tel* 519-661-6755 | *fax* 519-667-3362 | singhelbrecht@harrisonpensa.com

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately.

From: Sydney Inghelbrecht <singhelbrecht@harrisonpensa.com>

Sent: Thursday, April 24, 2025 2:52 PM

To: Sanj Mitra (smitra@airdberlis.com) <smitra@airdberlis.com>; aho@airdberlis.com; 'Mukul Manchanda' <mmanchanda@spergel.ca>; Philip Gennis <PGennis@spergel.ca>; hmanis@manislaw.ca; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; Unit, Insolvency (MOF) <insolvency.unit@ontario.ca>

Cc: Tim Hogan <thogan@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>

Subject: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

Good afternoon,

We are counsel for the Receiver, msi Spergel inc., in the above-noted matter.

Please see the attached Motion Record of the Receiver dated April 24, 2025, which is served upon you pursuant to the *Rules of Civil Procedure*.

Please be advised that this Motion is returnable May 6, 2025, in Toronto, Ontario via zoom.

Thank you,

Sydney Inghelbrecht | Law Clerk | HARRISON PENZA LLP | 130 Dufferin Avenue, Suite 1101, London, Ontario N6A 5R2
| *tel* 519-661-6755 | *fax* 519-667-3362 | singhelbrecht@harrisonpenza.com

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APPENDIX 13



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

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

THE HONOURABLE

)

THURSDAY, THE 22ND

JUSTICE CONWAY

)

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 and the Supplement Report to the First Report dated May 21, 2025 (collectively the "**First Report**"), and on hearing submissions of counsel for the Receiver, and counsel for the Respondents, 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.

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

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 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@harrisonpenza.com Lawyers for the Receiver, msi Spergel inc.

APPENDIX 14



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-24-00725055-00CL

DATE: MAY 22, 2025

NO. ON LIST: 2

TITLE OF PROCEEDING: ROYAL BANK v AHM TRANSPORT INC.

BEFORE: JUSTICE CONWAY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Adrienne Ho	Lawyer for the Applicant	aho@airdberlis.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Howard F. Manis	Lawyer for the Respondents, AHM Transport Inc., Aishka Express 2016 Inc., Aishka Express Inc., Aishka Recycling Inc., Tanush Transport Inc.	Hmanis@manislaw.ca

Other:

Name of Person Appearing	Name of Party	Contact Info
Tim Hogan	Lawyer for Receiver for MSI Spergel Inc.	thogan@harrisonpensa.com
Mukul Manchanda	Receiver	mmanchanda@spergel.ca

ENDORSEMENT OF JUSTICE CONWAY:

- [1] The Receiver's motion for an Asset Recovery Order returned to me following the May 6, 2025 attendance. The Receiver filed a Supplemental Record dated May 21, 2025 outlining developments since that date including correspondence with the Debtors' counsel about the Missing Property that may be located at addresses in Bradford and Montreal.
- [2] The Receiver advised that without confirmation of the existence of all of the Missing Property, it would be moving forward with the Asset Recovery Order.
- [3] I agree that without that confirmation, the Asset Recovery Order should issue. Further, the order is now unopposed.
- [4] Order to go as signed by me and attached to this Endorsement. This order is effective from today's date and is enforceable without the need for entry and filing.

A handwritten signature in blue ink, appearing to read "Conway J.", is positioned in the lower-left area of the page. The signature is fluid and cursive, with a large initial 'C' and a stylized 'J'.

APPENDIX 15

From: Howard Manis <hmanis@manislaw.ca>
Sent: Wednesday, May 21, 2025 5:57 PM
To: Tim Hogan
Cc: Manchanda Mukul - msi Spergel (mmanchanda@spergel.ca); Philip Gennis - Spergel (pgennis@spergel.ca); Victoria Adams; Thomas Masterson
Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

[EXTERNAL EMAIL]

Tim,

My client has advised further:

This one also 2021 Toyota Electric Walkie Pallet Truck Model 8HBW23 Serial#: 53857 in 810 simcoe

Howard



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

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From: Howard Manis
Sent: May 21, 2025 4:44 PM
To: Tim Hogan <thogan@harrisonpensa.com>
Cc: Manchanda Mukul - msi Spergel (mmanchanda@spergel.ca) <mmanchanda@spergel.ca>; Philip Gennis - Spergel (pgennis@spergel.ca) <pgennis@spergel.ca>; Victoria Adams <vadams@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>
Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

Tim,

Please see below from my client:

The below-mentioned equipment is in the 810 Simcoe, and the remaining items are left when we leave the building in Montreal Because of that, we did not pay them, and they closed the gate as we can not

New 563C Vanier 5.63 Wheel Loader Box Serial# 28251 c/w Metal Pless Liverboxx Serial#: S519

New Skyjack dual fuel with outriggers Serial#: SJ6826

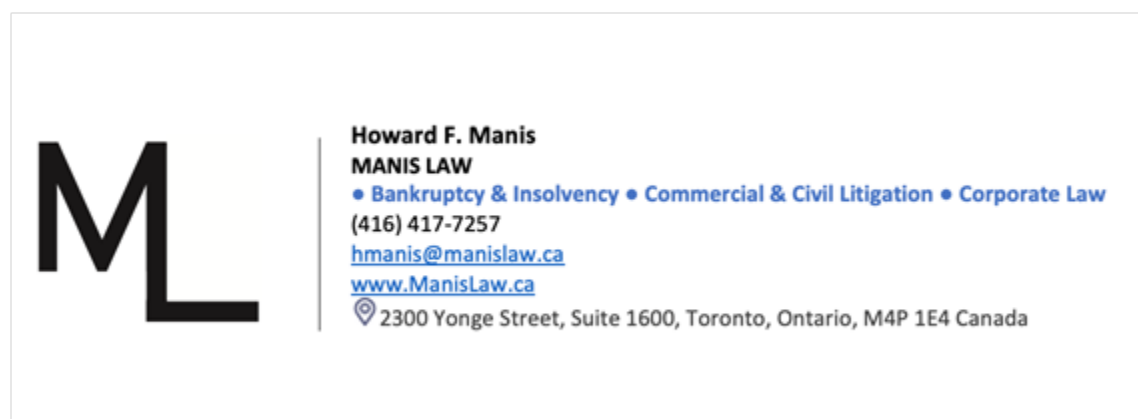
2001 Load Lifter Model: 2422-6C Serial#: 2391

2021 Toyota 4500 LB Electric Walkie Model: 8HBW23 Serial#: 55965 : FLA0310

Based on the foregoing, it appears that we can deliver the assets in Ontario but perhaps would not have access to the assets in Montreal.

We trust that this is satisfactory.

Howard



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From: Tim Hogan <thogan@harrisonpensa.com>

Sent: May 21, 2025 1:47 PM

To: Howard Manis <hmanis@manislaw.ca>

Cc: Manchanda Mukul - msi Spergel (<mmanchanda@spergel.ca> <mmanchanda@spergel.ca>); Philip Gennis - Spergel (<pgennis@spergel.ca> <pgennis@spergel.ca>); Victoria Adams <vadams@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>

Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

Howard,

In the absence of comfort, the Receiver will require that the Asset Recovery Order issue tomorrow.

Your client can then co-operate with same.

Please advise.

APPENDIX 16

From: Howard Manis <hmanis@manislaw.ca>
Sent: Thursday, June 5, 2025 7:54 AM
To: Tim Hogan
Cc: Manchanda Mukul - msi Spergel (mmanchanda@spergel.ca); Philip Gennis - Spergel (pgennis@spergel.ca); Victoria Adams; Thomas Masterson
Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

[EXTERNAL EMAIL]

Tim,

I have followed up again!

Howard



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

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From: Tim Hogan <thogan@harrisonpensa.com>
Sent: June 5, 2025 7:44 AM
To: Howard Manis <hmanis@manislaw.ca>
Cc: Manchanda Mukul - msi Spergel (mmanchanda@spergel.ca) <mmanchanda@spergel.ca>; Philip Gennis - Spergel (pgennis@spergel.ca) <pgennis@spergel.ca>; Victoria Adams <vadams@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>
Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

Howard

Your client is not meeting the terms of the Order of the Court.

We require a fulsome response by end of day Friday June 6, 2025.

Tim Hogan* | [HARRISON PENZA 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 by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately

From: Howard Manis <hmanis@manislaw.ca>
Sent: Wednesday, May 28, 2025 1:15 PM
To: Tim Hogan <thogan@harrisonpensa.com>
Cc: Manchanda Mukul - msi Spergel (mmanchanda@spergel.ca) <mmanchanda@spergel.ca>; Philip Gennis - Spergel (pgennis@spergel.ca) <pgennis@spergel.ca>; Victoria Adams <vadams@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>
Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

[EXTERNAL EMAIL]

Tim, I have followed up with my client.

Howard



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

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

From: Tim Hogan <thogan@harrisonpensa.com>
Sent: May 28, 2025 10:37 AM
To: Howard Manis <hmanis@manislaw.ca>
Cc: Manchanda Mukul - msi Spergel (mmanchanda@spergel.ca) <mmanchanda@spergel.ca>; Philip Gennis - Spergel (pgennis@spergel.ca) <pgennis@spergel.ca>; Victoria Adams <vadams@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>
Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

Howard

Please advise on the below as soon as possible.

Thank-you.

Tim Hogan* | [HARRISON PENSEA 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 by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately

From: Tim Hogan

Sent: Saturday, May 24, 2025 7:26 AM

To: Howard Manis <hmanis@manislaw.ca>

Cc: Manchanda Mukul - msi Spergel (mmanchanda@spergel.ca) <mmanchanda@spergel.ca>; Philip Gennis - Spergel (pgennis@spergel.ca) <pgennis@spergel.ca>; Victoria Adams <vadams@harrisonpensa.com>; Thomas Masterson <tmasterson@harrisonpensa.com>

Subject: RE: Royal Bank of Canada v. AHM Transport Inc., et al (CV-24-00725055-00CL) [IMAN-HPMAIN.FID1023415]

Good morning Howard

Can you please confirm when the assets in Brantford (including the 2021 Toyota Electric Walkie Pallet Truck Model 8HBW23 Serial#: 53857) will be moved to Ritchie Brothers' yard in Amaranth (Orangeville), Ontario at 513038 2nd Line.

With respect to Montreal, the Receiver needs to understand the circumstances along with dates as to when the assets were left in Montreal. Can you please provide have your client provide:

- the name and contact of the landlord/storer
- a copy of the lease/storage contract
- a statement of what is owed to the landlord/storer
- the date when the premise was vacated

The Receiver may have further questions.

We look forward to hearing from you.

Thank-you.

Tim Hogan* | [HARRISON PENSEA 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 by *T. Hogan Professional Corporation* through Harrison Pensa LLP.

This e-mail may contain information that is privileged or confidential. If you are not the intended recipient, please delete the e-mail and any attachments and notify us immediately

From: Howard Manis <hmanis@manislaw.ca>

Sent: Wednesday, May 21, 2025 5:57 PM

To: Tim Hogan <thogan@harrisonpensa.com>

Cc: Manchanda Mukul - msi Spergel (mmanchanda@spergel.ca) <mmanchanda@spergel.ca>; Philip Gennis - Spergel (pgennis@spergel.ca) <pgennis@spergel.ca>; Victoria Adams <vadams@harrisonpensa.com>; Thomas Masterson

APPENDIX 17

Harrison Pensa

LAWYERS

Timothy C. Hogan

Direct Line: (519) 661-6743
thogan@harrisonpensa.com

Law Clerk: Amy Broome
Direct Line: 226-605-0383
abroome@harrisonpensa.com

August 21, 2025

Via Courier & E-mail – hmanis@manislaw.com

AHM Transport Inc.

290 Vellore Woods Boulevard
Woodbridge, ON L4H 2T5

Aishka Express 2016 Inc.

290 Vellore Woods Boulevard
Woodbridge, ON L4H 2T5

Aishka Express Inc.

290 Vellore Woods Boulevard
Woodbridge, ON L4H 2T5

Aishka Recycling Inc.

290 Vellore woods Boulevard
Vaughan, ON L4H 2T5

Tanush Transport Inc.

290 Vellore Woods Boulevard
Woodbridge, ON L4H 2T5

Thushutha Puvanenthiran

290 Vellore Woods Boulevard
Woodbridge, ON L4H 2T5

Puvanenthiran Jeyabalasingam

290 Vellore Woods Boulevard
Woodbridge, ON L4H 2T5

Jeyabalasingam Puvanenthiran

290 Vellore Woods Boulevard
Woodbridge, ON L4H 2T5

Harrison Pensa LLP

130 Dufferin Avenue, Suite 1101, P.O. Box 3237, London, Ontario N6A 4K3 Phone: 519.679.9660 Fax: 519.667.3362
harrisonpensa.com

Dear Sirs,

**Re: Asset Recovery Order in the matter of Royal Bank of Canada v. AHM Transport Inc. et al.
Our File No. 203564**

We are counsel for msi Spergel inc., in its capacity as Court-appointed receiver and manager (in such capacities, 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. (hereinafter the “**Debtors**”), acquired for, or used in relation to a business carried on by the Debtors (the “**Property**”), pursuant to the Order of Justice Osborne of the Ontario Superior Court of Justice (Commercial List) dated September 16, 2024 (the “**Receivership Order**”).

On May 22, 2025, the Honorable Justice Conway of the Ontario Superior Court of Justice (Commercial List) issued an Order (the “**Asset Recovery Order**”), a copy of which is attached to this letter at **Schedule A**.

The Asset Recovery Order compels the Debtors, Thushutha Puvanenthiran, Puvanenthiran Jeyabalasingam and Jeyabalasingam Puvanenthiran, among other things, to:

- a) 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 Missing Property;
- b) Immediately disclose to the Receiver in writing their knowledge of the location of the Missing Property; and
- c) 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, and allow and/or facilitate the Receiver or its agents and representatives, or any other person 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 Missing Property.

On behalf of the Receiver, we hereby demand that you provide full particulars as to the location of the Missing Property and that you deliver up possession of the Missing Property. The Missing Property is outlined at **Schedule B** to this letter.

Should the Receiver not be provided with the location or possession of the Missing Property **within ten (10) days**, the Receiver will take such steps as it considers necessary or appropriate to enforce the Asset Recover Order, including seeking an Order holding you in contempt for your actions.

The Receiver expressly reserves its rights to take such further steps to protect its interest at any time, without further notice to you or either of you, if the Receiver becomes aware of any matter which may impair the carrying out of its duties under its appointment.

Please contact the undersigned at your earliest opportunity to discuss the urgent and important matter.

Yours truly,

HARRISON PENSA ^{LLP}

A handwritten signature in black ink, appearing to be 'TH' or 'TCH', written over a horizontal line.

Timothy C. Hogan
TCH/abr
Enclosure

Cc:

Manis Law

2300 Yongue Street, Suite 1600
Toronto, ON M4P 1E4

Howard F. Manis
(416)-417-7257 – telephone
hmanis@manislaw.com

Lawyers for AHM Transport Inc., Aishka Express 2016 Inc., Aishka Express Inc., Aishka Recycling Inc., Tanush Transport Inc., Puvanenthiran Jeyabalaingam and Thushita Puvanenthiran

**SCHEDULE A
ASSET RECOVERY ORDER**



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

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

THE HONOURABLE
JUSTICE CONWAY

)
)
)

THURSDAY, THE 22ND
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 and the Supplement Report to the First Report dated May 21, 2025 (collectively the "**First Report**"), and on hearing submissions of counsel for the Receiver, and counsel for the Respondents, 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.

A handwritten signature in cursive script, appearing to read "Conway", is written over a horizontal line.

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"
THE 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 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

APPENDIX 18

Harrison Pensa

LAWYERS

Victoria R. Adams

Direct Line: (226) 797-4776
vadams@harrisonpensa.com

Law Clerk: Amy Broome
Direct Line: 226-605-0383
abroome@harrisonpensa.com

September 24, 2025

Via Personal Service

AHM Transport Inc.

290 Vellore Woods Boulevard
Woodbridge, ON L4H 2T5

Aishka Express 2016 Inc.

290 Vellore Woods Boulevard
Woodbridge, ON L4H 2T5

Aishka Express Inc.

290 Vellore Woods Boulevard
Woodbridge, ON L4H 2T5

Aishka Recycling Inc.

290 Vellore woods Boulevard
Vaughan, ON L4H 2T5

Tanush Transport Inc.

290 Vellore Woods Boulevard
Woodbridge, ON L4H 2T5

Thushutha Puvanenthiran

290 Vellore Woods Boulevard
Woodbridge, ON L4H 2T5

Puvanenthiran Jeyabalasingam

290 Vellore Woods Boulevard
Woodbridge, ON L4H 2T5

Jeyabalasingam Puvanenthiran

290 Vellore Woods Boulevard
Woodbridge, ON L4H 2T5

Harrison Pensa LLP

130 Dufferin Avenue, Suite 1101, P.O. Box 3237, London, Ontario N6A 4K3 Phone: 519.679.9660 Fax: 519.667.3362
harrisonpensa.com

Dear Sirs,

**Re: Asset Recovery Order in the matter of Royal Bank of Canada v. AHM Transport Inc. et al.
Our File No. 203564**

We are counsel for msi Spergel inc., in its capacity as Court-appointed receiver and manager (in such capacities, 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. (hereinafter the “**Debtors**”), acquired for, or used in relation to a business carried on by the Debtors (the “**Property**”), pursuant to the Order of Justice Osborne of the Ontario Superior Court of Justice (Commercial List) dated September 16, 2024 (the “**Receivership Order**”).

On May 22, 2025, the Honorable Justice Conway of the Ontario Superior Court of Justice (Commercial List) issued an Order (the “**Asset Recovery Order**”), a copy of which is attached to this letter at **Schedule A**.

The Asset Recovery Order compels the Debtors, Thushutha Puvanenthiran, Puvanenthiran Jeyabalasingam and Jeyabalasingam Puvanenthiran, among other things, to:

- a) 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 Missing Property;
- b) Immediately disclose to the Receiver in writing their knowledge of the location of the Missing Property; and
- c) 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, and allow and/or facilitate the Receiver or its agents and representatives, or any other person 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 Missing Property.

On May 23, 2025, we provided the Asset Recovery Order and related endorsement by email to your lawyer, Howard Manis. Thereafter, our office corresponded with Mr. Manis as to the location of the Missing Property, to which we received no response. A copy of our correspondence with Mr. Manis in respect of the Missing Property is enclosed.

On August 21, 2025, our office delivered a letter to you by courier at the above noted addresses, enclosing at Schedule “A” the Asset Recovery Order and at Schedule “B” a list of the Missing Property. You have failed to respond to our letter. A copy of our letter dated August 21, 2025, is enclosed.

On behalf of the Receiver, we hereby demand that you provide full particulars as to the location of the Missing Property and that you deliver up possession of the Missing Property. The Missing Property is outlined at Schedule "B" to our letter dated August 21, 2025, enclosed.

Should the Receiver not be provided with the location or possession of the Missing Property **within ten (10) days**, the Receiver **will** take the appropriate steps to enforce the Asset Recover Order.

The Receiver expressly reserves its rights to take such further steps to protect its interest at any time, without further notice to you or either of you, if the Receiver becomes aware of any matter which may impair the carrying out of its duties under its appointment.

Please contact the undersigned at your earliest opportunity to discuss the urgent and important matter.

Yours truly,

HARRISON PENSA ^{LLP}

A handwritten signature in black ink, reading "Victoria Adams". The signature is written in a cursive, flowing style.

Victoria R. Adams
VAD/abr
Enclosure

**SCHEDULE A
ASSET RECOVERY ORDER**



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

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

THE HONOURABLE
JUSTICE CONWAY

)
)
)

THURSDAY, THE 22ND
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 and the Supplement Report to the First Report dated May 21, 2025 (collectively the "**First Report**"), and on hearing submissions of counsel for the Receiver, and counsel for the Respondents, 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.

A handwritten signature in cursive script, appearing to read 'Conway', is written over a horizontal line.

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.

APPENDIX 19

**IN THE MATTER OF ASSET RECOVERY ORDER IN THE
MATTER OF ROYAL BANK OF CANADA V. AHM
TRANSPORT INC. ET AL**

**AND IN THE MATTER OF JEYABALASINGAM
PUVANENTHIRAN**

AFFIDAVIT OF SERVICE OF COREY TAYLOR

I, Corey Taylor, Process Server, of the Town of Cannington, Province of Ontario;
MAKE OATH AND SAY:

1. On September 25, 2025, at 5:25 P.M., I served JEYABALASINGAM PUVANENTHIRAN with the DEMAND LETTER OF VICTORIA R. ADAMS DATED SEPTEMBER 24, 2025, by leaving a copy with JEYABALASINGAM PUVANENTHIRAN at 290 Vellore Woods Boulevard, Woodbridge, Ontario L4H 2T5.
2. I was able to identify the person by means of their verbal acknowledgement to me that they were in fact JEYABALASINGAM PUVANENTHIRAN, and who also confirmed he was one and the same person as PUVANETHIRAN JEYABALASINGAM.

SWORN BEFORE ME IN PERSON AT)
the City)
Of Toronto,)
In the Province)
Of Ontario)
On October 24, 2025)

A Commissioner for Taking Affidavits etc.)



Corey Taylor

Donald Ian MacIntyre, a Commissioner, etc.,
Province of Ontario, for Ad Idem
Process Services Limited,
and for Process Serving only,
Expires on April 27, 2027

**IN THE MATTER OF ASSET RECOVERY ORDER IN THE
MATTER OF ROYAL BANK OF CANADA V. AHM
TRANSPORT INC. ET AL**

**AND IN THE MATTER OF JEYABALASINGAM
PUVANENTHIRAN**

AFFIDAVIT OF SERVICE OF COREY TAYLOR

I, Corey Taylor, Process Server, of the Town of Cannington, Province of Ontario;
MAKE OATH AND SAY:

1. On September 25, 2025, at 5:25 P.M., I served JEYABALASINGAM PUVANENTHIRAN with the DEMAND LETTER OF VICTORIA R. ADAMS DATED SEPTEMBER 24, 2025, by leaving a copy with JEYABALASINGAM PUVANENTHIRAN at 290 Vellore Woods Boulevard, Woodbridge, Ontario L4H 2T5.
2. I was able to identify the person by means of their verbal acknowledgement to me that they were in fact JEYABALASINGAM PUVANENTHIRAN.

SWORN BEFORE ME IN PERSON AT)
the City)
Of Toronto,)
In the Province)
Of Ontario)
On October 24, 2025)

A Commissioner for Taking Affidavits etc.)


Corey Taylor

Donald Ian MacIntyre, a Commissioner, etc.,
Province of Ontario, for Ad Idem
Process Services Limited,
and for Process Serving only,
Expires on April 27, 2027

**IN THE MATTER OF ASSET RECOVERY ORDER IN THE
MATTER OF ROYAL BANK OF CANADA V. AHM
TRANSPORT INC. ET AL**

AND IN THE MATTER OF THUSHUTHA PUVANENTHIRAN

AFFIDAVIT OF SERVICE OF COREY TAYLOR

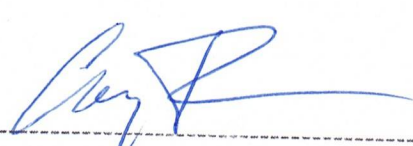
I, Corey Taylor, Process Server, of the Town of Cannington, Province of Ontario;
MAKE OATH AND SAY:

1. On September 25, 2025, at 5:25 P.M., I served THUSHUTHA PUVANENTHIRAN with the DEMAND LETTER OF VICTORIA R. ADAMS DATED SEPTEMBER 24, 2025, by leaving a copy with JEYABALASINGAM PUVANENTHIRAN at 290 Vellore Woods Boulevard, Woodbridge, Ontario L4H 2T5.

2. I was able to identify the person by means of their verbal acknowledgement to me that they were in fact JEYABALASINGAM PUVANENTHIRAN, and who accepted on behalf of his spouse THUSHUTHA JEYABALASINGAM.

SWORN BEFORE ME IN PERSON AT)
the City)
Of Toronto,)
In the Province)
Of Ontario)
On October 24, 2025)

A Commissioner for Taking Affidavits etc.)


Corey Taylor

Donald Ian MacIntyre, a Commissioner, etc.,
Province of Ontario, for Ad Idem
Process Services Limited,
and for Process Serving only.
Expires on April 27, 2027

**IN THE MATTER OF ASSET RECOVERY ORDER IN THE
MATTER OF ROYAL BANK OF CANADA V. AHM
TRANSPORT INC. ET AL**

AND IN THE MATTER OF AHM TRANSPORT INC.

AFFIDAVIT OF SERVICE OF COREY TAYLOR

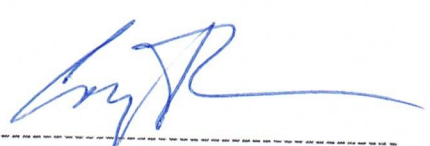
I, Corey Taylor, Process Server, of the Town of Cannington, Province of Ontario;

MAKE OATH AND SAY:

1. On September 25, 2025, at 5:25 P.M., I served AHM TRANSPORT INC. with the DEMAND LETTER OF VICTORIA R. ADAMS DATED SEPTEMBER 24, 2025, by leaving a copy with JEYABALASINGAM PUVANENTHIRAN at 290 Vellore Woods Boulevard, Woodbridge, Ontario L4H 2T5.
2. I was able to identify the person by means of their verbal acknowledgement to me that they were in fact JEYABALASINGAM PUVANENTHIRAN the person who appeared to be in control/management of AHM TRANSPORT INC. at the time of service.

SWORN BEFORE ME IN PERSON AT)
the City)
Of Toronto,)
In the Province)
Of Ontario)
On October 24, 2025)

A Commissioner for Taking Affidavits etc.


Corey Taylor

Donald Ian MacIntyre, a Commissioner, etc.,
Province of Ontario, for Ad Idem
Process Services Limited,
and for Process Serving only,
Expires on April 27, 2027

**IN THE MATTER OF ASSET RECOVERY ORDER IN THE
MATTER OF ROYAL BANK OF CANADA V. AHM
TRANSPORT INC. ET AL**

AND IN THE MATTER OF AISHKA EXPRESS INC.

AFFIDAVIT OF SERVICE OF COREY TAYLOR

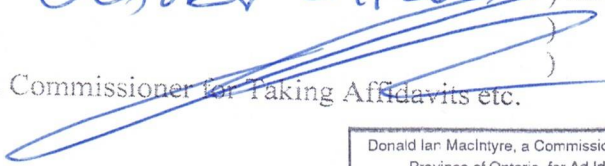
I, Corey Taylor, Process Server, of the Town of Cannington, Province of Ontario;

MAKE OATH AND SAY:

1. On September 25, 2025, at 5:25 P.M., I served AISHKA EXPRESS INC. with the DEMAND LETTER OF VICTORIA R. ADAMS DATED SEPTEMBER 24, 2025, by leaving a copy with JEYABALASINGAM PUVANENTHIRAN at 290 Vellore Woods Boulevard, Woodbridge, Ontario L4H 2T5.
2. I was able to identify the person by means of their verbal acknowledgement to me that they were in fact JEYABALASINGAM PUVANENTHIRAN, the person who appeared to be in control/management of AISHKA EXPRESS INC. at the time of service.

SWORN BEFORE ME IN PERSON AT)
the City)
Of Toronto,)
In the Province)
Of Ontario)
On October 24, 2025)


Corey Taylor


A Commissioner for Taking Affidavits etc.

Donald Ian MacIntyre, a Commissioner, etc.,
Province of Ontario, for Ad Idem
Process Services Limited,
and for Process Serving only,
Expires on April 27, 2027

**IN THE MATTER OF ASSET RECOVERY ORDER IN THE
MATTER OF ROYAL BANK OF CANADA V. AHM
TRANSPORT INC. ET AL**

AND IN THE MATTER OF AISHKA EXPRESS 2016 INC.

AFFIDAVIT OF SERVICE OF COREY TAYLOR

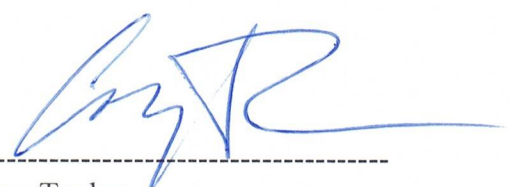
I, Corey Taylor, Process Server, of the Town of Cannington, Province of Ontario;

MAKE OATH AND SAY:

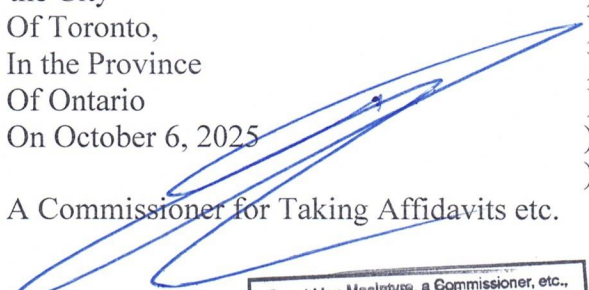
1. On September 25, 2025, at 5:25 P.M., I served AISHKA EXPRESS 2016 INC. with the DEMAND LETTER OF VICTORIA R. ADAMS DATED SEPTEMBER 24, 2025 by leaving a copy with JEYABALASINGAM PUVANENTHIRAN at 290 Vellore Woods Boulevard, Woodbridge, Ontario L4H 2T5.
2. I was able to identify the person by means of their verbal acknowledgement to me that they were in fact JEYABALASINGAM PUVANENTHIRAN, Officer/Director AISHKA EXPRESS 2016 INC.

SWORN BEFORE ME IN PERSON AT
the City)
Of Toronto,)
In the Province)
Of Ontario)
On October 6, 2025)

A Commissioner for Taking Affidavits etc.)



Corey Taylor


Donald Ian MacIntyre, a Commissioner, etc.,
Province of Ontario, for Ad Idem
Process Services Limited,
and for Process Serving only.
Expires on April 27, 2027

**IN THE MATTER OF ASSET RECOVERY ORDER IN THE
MATTER OF ROYAL BANK OF CANADA V. AHM
TRANSPORT INC. ET AL**

AND IN THE MATTER OF AISHKA RECYCLING INC.

AFFIDAVIT OF SERVICE OF COREY TAYLOR

I, Corey Taylor, Process Server, of the Town of Cannington, Province of Ontario;

MAKE OATH AND SAY:

1. On September 25, 2025, at 5:25 P.M., I served AISHKA RECYCLING INC. with the DEMAND LETTER OF VICTORIA R. ADAMS DATED SEPTEMBER 24, 2025 by leaving a copy with JEYABALASINGAM PUVANENTHIRAN at 290 Vellore Woods Boulevard, Woodbridge, Ontario L4H 2T5.
2. I was able to identify the person by means of their verbal acknowledgement to me that they were in fact JEYABALASINGAM PUVANENTHIRAN, Officer/Director AISHKA RECYCLING INC.

SWORN BEFORE ME IN PERSON AT
the City)
Of Toronto,)
In the Province)
Of Ontario)
On October 6, 2025)

A Commissioner for Taking Affidavits etc.)


Corey Taylor

Donald Ian MacIntyre, a Commissioner, etc.,
Province of Ontario, for Ad Idem
Process Services Limited,
and for Process Serving only.
Expires on April 27, 2027

**IN THE MATTER OF ASSET RECOVERY ORDER IN THE
MATTER OF ROYAL BANK OF CANADA V. AHM
TRANSPORT INC. ET AL**

AND IN THE MATTER OF TANUSH TRANSPORT INC.

AFFIDAVIT OF SERVICE OF COREY TAYLOR

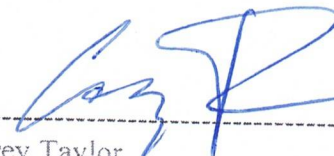
I, Corey Taylor, Process Server, of the Town of Cannington, Province of Ontario;
MAKE OATH AND SAY:

1. On September 25, 2025, at 5:25 P.M., I served TANUSH TRANSPORT INC. with the DEMAND LETTER OF VICTORIA R. ADAMS DATED SEPTEMBER 24, 2025, by leaving a copy with JEYABALASINGAM PUVANENTHIRAN at 290 Vellore Woods Boulevard, Woodbridge, Ontario L4H 2T5.

2. I was able to identify the person by means of their verbal acknowledgement to me that they were in fact JEYABALASINGAM PUVANENTHIRAN, Officer/Director of TANUSH TRANSPORT INC.

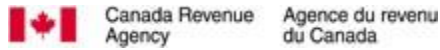
SWORN BEFORE ME IN PERSON AT)
the City)
Of Toronto,)
In the Province)
Of Ontario)
On October 24, 2025)

A Commissioner for Taking Affidavits etc.)


Corey Taylor

Donald Ian MacIntyre, a Commissioner, etc.,
Province of Ontario, for Ad Idem
Process Services Limited,
and for Process Serving only.
Expires on April 27, 2027

APPENDIX 20



September 25, 2025

TANUSH TRANSPORT INC.
C/O MSI SPERGEL INC.
1100 – 200 YORKLAND BLVD
NORTH YORK, ON M2J 5C1

Subject: Proposed changes to the Goods and Services Tax/Harmonized Sales Tax (GST/HST) returns for the period from 2021-01-01 to 2024-09-16
Account number: 85249 9045 RT0001

We have completed the audit of the GST/HST returns of Tanush Transport Inc. for the above period and are proposing changes to the net tax payable. The enclosed summary of audit adjustments provides the details of the proposed adjustments.

The following adjustments to net tax payable on these GST/HST returns are being proposed:

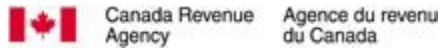
Period Ending	Reconciliation Adjustments	ITCs Denied	ITCs Allowed, Previously Denied	Total Proposed Adjustments
2024-09-16	\$-	\$60,236.27	\$-	\$60,236.27
2024-08-31	\$-	\$61,929.60	\$-	\$61,929.60
2024-07-31	\$-	\$231,307.26	\$-	\$231,307.26
2024-06-30	\$-	\$164,113.77	\$-	\$164,113.77
2024-05-31	\$-	\$188,509.64	\$-	\$188,509.64
2024-04-30	\$-	\$102,535.38	\$-	\$102,535.38
2024-03-31	\$-	\$286,513.23	\$-	\$286,513.23
2024-02-29	\$-	\$282,941.00	\$-	\$282,941.00
2024-01-31	\$-	\$300,032.44	\$-	\$300,032.44
2023-12-31	\$-	\$243,583.38	\$-	\$243,583.38
2023-11-30	\$-	\$306,189.40	\$-	\$306,189.40
2023-10-31	\$16.27	\$298,210.17	\$-	\$298,193.90
2023-09-30	\$50.67	\$297,997.75	\$-	\$297,947.08
2023-08-31	\$-	\$168,030.52	\$1,259.86	\$166,770.66
2023-07-31	\$-	\$202,152.82	\$-	\$202,152.82
2023-06-30	\$-	\$162,686.48	\$3,044.25	\$159,642.23
2023-05-31	\$-	\$125,151.72	\$9,230.06	\$115,921.66
2023-04-30	\$1.60	\$273,716.90	\$-	\$273,715.30
2023-03-31	-\$99.38	\$289,508.18	\$-	\$289,607.56
2023-02-28	-\$3.94	\$296,436.25	\$-	\$296,440.19
2023-01-31	\$1.01	\$277,580.79	\$-	\$277,579.78
2022-12-31	\$924.14	\$287,789.04	\$-	\$286,864.90
2022-11-30	\$18,494.92	\$306,867.54	\$-	\$288,372.62
2022-10-31	\$16,240.18	\$295,049.54	\$-	\$278,809.36

Period Ending	Reconciliation Adjustments	ITCs Denied	ITCs Allowed, Previously Denied	Total Proposed Adjustments
2022-09-30	\$14,335.11	\$296,259.33	\$-	\$281,924.22
2022-08-31	\$4,811.69	\$296,254.80	\$-	\$291,443.11
2022-07-31	\$580.74	\$259,516.28	\$-	\$258,935.54
2022-06-30	\$3,930.16	\$255,640.18	\$-	\$251,710.02
2022-05-31	-\$58,747.20	\$176,467.81	\$-	\$235,215.01
2022-04-30	\$2,626.54	\$241,742.79	\$-	\$239,116.25
2022-03-31	-\$695.69	\$244,737.63	\$-	\$245,433.32
2022-02-28	\$1,288.33	\$141,356.43	\$-	\$140,068.10
2022-01-31	\$3,678.18	\$138,803.48	\$-	\$135,125.30
2021-12-31	-\$40,319.83	\$314,547.31	\$-	\$354,867.14
2021-09-30	-\$14,885.14	\$299,797.71	\$-	\$314,682.85
2021-06-30	\$184,409.81	\$411,172.87	\$-	\$226,763.06
2021-03-31	\$37,985.87	\$239,529.42	\$-	\$201,543.55
TOTAL	\$174,624.04	\$8,824,895.11	\$13,534.17	\$8,636,736.90

We are also proposing to apply gross negligence penalties in the amount of \$2,159,184.23 under section 285 of the *Excise Tax Act*. Section 285 requires the application of a penalty in cases where a registrant knowingly, or in circumstances amounting to gross negligence, participates in or makes a false statement or omission in a return, form, certificate, statement, or answer. The penalty under section 285 of the *Excise Tax Act* is equal to the greater of \$250 and 25% of the amount by which the net tax or tax payable is understated, or rebate is overstated. Please refer to the enclosed summary of audit adjustments for a detailed commentary on our decision to apply these penalties.

If there is more information about the proposed adjustments and penalties for our consideration, please submit the documents and information to us in writing before October 25, 2025. If there are any questions, please call Amy Christopher at 709-687-7695. My team leader, Marisa Stroud-Hollett, can also be reached at 709-685-9028.

Documents can be sent through the Submit documents service, which is found in My Business Account, or Represent a Client. Submit documents is a secure online service that allows registrants or their representatives to send their records to the Canada Revenue Agency (CRA) electronically. Please enter the following case number <40932161> to make sure the documents are transmitted properly. Failure to enter the case number can result in delays in finalizing the file. For more information, please go to canada.ca/cra-submit-documents-online.



We will withhold our re-assessment in abeyance for a period of up to 30 days from the date of this letter. If we do not receive a response by October 25, 2025, we will finalize the audit based on the changes proposed. A notice of reassessment will be sent that reflects these changes, and additional net tax and interest will need to be paid as calculated.

Sincerely,

Amy Christopher
Newfoundland & Labrador Tax Services Office
GST/HST Audit Division

Office Address: 290 Empire Ave.
St. John's, NL A1C 3J1
Attn: Amy Christopher, Audit

Telephone: 1-709-687-7695

Facsimile: 1-709-772-5263

Mailing Address: PO Box 12075 Stn. A
St. John's, NL A1B 4R5
Attn: Amy Christopher, Audit

Website: canada.ca

REGISTERED

Enclosures

Registrant: Tanush Transport Inc.
Account #: 85249 9045 RT0001
Audit Period: 2021-01-01 to 2024-09-16
Subject: Statement of Audit Adjustments

Auditor: Amy Christopher
Date: 2025-09-12
WP#: 0305b

Terminology

ITC: Input Tax Credit

GST/HST: Goods and Services tax/Harmonized Sales Tax

ETA: *Excise Tax Act*

GNP: ETA section 285 Gross Negligence Penalty

Person: An individual, a partnership, a corporation, a trust, or a body that is a society, union, club, association, commission or other organization of any kind.

Registrant: Tanush Transport Inc.
Account #: 85249 9045 RT0001
Audit Period: 2021-01-01 to 2024-09-16
Subject: Statement of Audit Adjustments

Auditor: Amy Christopher
Date: 2025-09-12
WP#: 0305b

Summary of Adjustments

The following adjustments are proposed for the audit period noted above. The proposed adjustments are explained in the following pages.

Filing Period End	ITCs Reported	Reconciliation Adjustments	ITCs Denied	ITCs Allowed (Previously Denied)	Total Adjustments	GNP (s285)
2024-09-16	\$60,236.27	\$-	\$60,236.27	\$-	\$60,236.27	\$15,059.07
2024-08-31	\$61,929.60	\$-	\$61,929.60	\$-	\$61,929.60	\$15,482.40
2024-07-31	\$231,307.26	\$-	\$231,307.26	\$-	\$231,307.26	\$57,826.82
2024-06-30	\$164,113.77	\$-	\$164,113.77	\$-	\$164,113.77	\$41,028.44
2024-05-31	\$188,509.64	\$-	\$188,509.64	\$-	\$188,509.64	\$47,127.41
2024-04-30	\$102,535.38	\$-	\$102,535.38	\$-	\$102,535.38	\$25,633.85
2024-03-31	\$371,365.96	\$-	\$286,513.23	\$-	\$286,513.23	\$71,628.31
2024-02-29	\$364,682.36	\$-	\$282,941.00	\$-	\$282,941.00	\$70,735.25
2024-01-31	\$367,950.36	\$-	\$300,032.44	\$-	\$300,032.44	\$75,008.11
2023-12-31	\$352,016.45	\$-	\$243,583.38	\$-	\$243,583.38	\$60,895.85
2023-11-30	\$389,540.65	\$-	\$306,189.40	\$-	\$306,189.40	\$76,547.35
2023-10-31	\$396,675.83	\$16.27	\$298,210.17	\$-	\$298,193.90	\$74,548.48
2023-09-30	\$398,267.16	\$50.67	\$297,997.75	\$-	\$297,947.08	\$74,486.77
2023-08-31	\$251,298.29	\$-	\$168,030.52	\$1,259.86	\$166,770.66	\$41,692.67
2023-07-31	\$281,295.80	\$-	\$202,152.82	\$-	\$202,152.82	\$50,538.20
2023-06-30	\$229,262.93	\$-	\$162,686.48	\$3,044.25	\$159,642.23	\$39,910.56
2023-05-31	\$198,804.07	\$-	\$125,151.72	\$9,230.06	\$115,921.66	\$28,980.42
2023-04-30	\$332,914.57	\$1.60	\$273,716.90	\$-	\$273,715.30	\$68,428.83
2023-03-31	\$339,286.50	-\$99.38	\$289,508.18	\$-	\$289,607.56	\$72,401.89

Registrant: Tanush Transport Inc.
Account #: 85249 9045 RT0001
Audit Period: 2021-01-01 to 2024-09-16
Subject: Statement of Audit Adjustments

Auditor: Amy Christopher
Date: 2025-09-12
WP#: 0305b

Filing Period End	ITCs Reported	Reconciliation Adjustments	ITCs Denied	ITCs Allowed (Previously Denied)	Total Adjustments	GNP (s285)
2023-02-28	\$345,349.99	-\$3.94	\$296,436.25	\$-	\$296,440.19	\$74,110.05
2023-01-31	\$329,579.68	\$1.01	\$277,580.79	\$-	\$277,579.78	\$69,394.95
2022-12-31	\$326,194.65	\$924.14	\$287,789.04	\$-	\$286,864.90	\$71,716.23
2022-11-30	\$341,099.34	\$18,494.92	\$306,867.54	\$-	\$288,372.62	\$72,093.16
2022-10-31	\$327,100.98	\$16,240.18	\$295,049.54	\$-	\$278,809.36	\$69,702.34
2022-09-30	\$323,776.82	\$14,335.11	\$296,259.33	\$-	\$281,924.22	\$70,481.05
2022-08-31	\$330,049.57	\$4,811.69	\$296,254.80	\$-	\$291,443.11	\$72,860.78
2022-07-31	\$296,320.10	\$580.74	\$259,516.28	\$-	\$258,935.54	\$64,733.89
2022-06-30	\$285,427.97	\$3,930.16	\$255,640.18	\$-	\$251,710.02	\$62,927.51
2022-05-31	\$297,109.71	-\$58,747.20	\$176,467.81	\$-	\$235,215.01	\$58,803.75
2022-04-30	\$288,399.86	\$2,626.54	\$241,742.79	\$-	\$239,116.25	\$59,779.06
2022-03-31	\$261,912.28	-\$695.69	\$244,737.63	\$-	\$245,433.32	\$61,358.33
2022-02-28	\$179,250.05	\$1,288.33	\$141,356.43	\$-	\$140,068.10	\$35,017.03
2022-01-31	\$165,928.43	\$3,678.18	\$138,803.48	\$-	\$135,125.30	\$33,781.33
2021-12-31	\$427,274.72	-\$40,319.83	\$314,547.31	\$-	\$354,867.14	\$88,716.79
2021-09-30	\$373,517.46	-\$14,885.14	\$299,797.71	\$-	\$314,682.85	\$78,670.71
2021-06-30	\$282,363.39	\$184,409.81	\$411,172.87	\$-	\$226,763.06	\$56,690.76
2021-03-31	\$216,809.82	\$37,985.87	\$239,529.42	\$-	\$201,543.55	\$50,385.89
Total	\$10,479,457.67	\$174,624.04	\$8,824,895.11	\$13,534.17	\$8,636,736.90	\$2,159,184.23

The total proposed adjustment is **\$8,636,736.90**, plus an additional **\$2,159,184.23** in GNP.

See our commentary on page 7 for details on the penalty under ETA section 285.

Registrant:

Account #:

Audit Period:

Subject:

Tanush Transport Inc.
85249 9045 RT0001
2021-01-01 to 2024-09-16
Statement of Audit Adjustments

Auditor:

Date:

WP#:

Amy Christopher
2025-09-12
0305b

Adjustments to ITCs

The registrant’s GST/HST returns reported an ITC total of \$174,624.04 less than the registrant’s general ledgers. An ITC reconciliation adjustment of \$174,624.04 will be made for the audit period.

Tanush Transport Inc. claimed ITCs on invoices totalling \$10,479,457.67 during the audit period. Tanush Transport Inc. filed GST/HST returns for the periods 2024-04-01 to 2024-09-16 but did not provide general ledgers or supporting documentation for these months during the audit. Audit determined the following during testing:

ITCs Denied by Assessment Note								
Period Ending	The registrant did not provide any supporting documentation	The registrant provided altered documentation (confirmed via third-party contact)	Invoices provided supported less GST/HST paid than the ITC claimed in the general ledger	Documentary requirements were not met as there was insufficient detail on documentation provided	ITCs were claimed on a personal expense and are not related to commercial activity	The supplier was not a GST/HST registrant at the time of the transaction	Documentary requirements not met as the invoice was issued to another entity, not the registrant	Total
2024-09-16	\$60,236.27	\$-	\$-	\$-	\$-	\$-	\$-	\$60,236.27
2024-08-31	\$61,929.60	\$-	\$-	\$-	\$-	\$-	\$-	\$61,929.60
2024-07-31	\$231,307.26	\$-	\$-	\$-	\$-	\$-	\$-	\$231,307.26
2024-06-30	\$164,113.77	\$-	\$-	\$-	\$-	\$-	\$-	\$164,113.77
2024-05-31	\$188,509.64	\$-	\$-	\$-	\$-	\$-	\$-	\$188,509.64
2024-04-30	\$102,535.38	\$-	\$-	\$-	\$-	\$-	\$-	\$102,535.38
2024-03-31	\$234,299.43	\$52,213.80	\$-	\$-	\$-	\$-	\$-	\$286,513.23
2024-02-29	\$207,989.36	\$74,226.79	\$222.00	\$-	\$15.12	\$-	\$487.73	\$282,941.00
2024-01-31	\$253,293.06	\$46,739.38	\$-	\$-	\$-	\$-	\$-	\$300,032.44
2023-12-31	\$195,785.57	\$46,866.21	\$28.90	\$-	\$791.81	\$-	\$110.89	\$243,583.38
2023-11-30	\$258,048.52	\$36,159.46	\$319.95	\$-	\$11,661.47	\$-	\$-	\$306,189.40
2023-10-31	\$255,795.66	\$42,414.51	\$-	\$-	\$-	\$-	\$-	\$298,210.17
2023-09-30	\$241,923.00	\$55,526.89	\$114.57	\$-	\$22.62	\$-	\$410.67	\$297,997.75
2023-08-31	\$126,790.92	\$28,538.82	\$12,098.19	\$-	\$503.59	\$-	\$99.00	\$168,030.52

Registrant:

Account #:

Audit Period:

Subject:

Tanush Transport Inc.
85249 9045 RT0001
2021-01-01 to 2024-09-16
Statement of Audit Adjustments

Auditor:

Date:

WP#:

Amy Christopher
2025-09-12
0305b

ITCs Denied by Assessment Note								
Period Ending	The registrant did not provide any supporting documentation	The registrant provided altered documentation (confirmed via third-party contact)	Invoices provided supported less GST/HST paid than the ITC claimed in the general ledger	Documentary requirements were not met as there was insufficient detail on documentation provided	ITCs were claimed on a personal expense and are not related to commercial activity	The supplier was not a GST/HST registrant at the time of the transaction	Documentary requirements not met as the invoice was issued to another entity, not the registrant	Total
2023-07-31	\$150,950.72	\$40,244.20	\$10,599.48	\$-	\$-	\$-	\$358.42	\$202,152.82
2023-06-30	\$124,910.46	\$26,682.66	\$10,628.95	\$-	\$464.41	\$-	\$-	\$162,686.48
2023-05-31	\$87,227.20	\$28,990.55	\$8,933.97	\$-	\$-	\$-	\$-	\$125,151.72
2023-04-30	\$228,752.48	\$44,800.74	\$163.68	\$-	\$-	\$-	\$-	\$273,716.90
2023-03-31	\$237,981.90	\$50,117.85	\$1,408.43	\$-	\$-	\$-	\$-	\$289,508.18
2023-02-28	\$262,490.77	\$33,845.75	\$85.92	\$-	\$13.81	\$-	\$-	\$296,436.25
2023-01-31	\$248,886.71	\$28,241.09	\$452.99	\$-	\$-	\$-	\$-	\$277,580.79
2022-12-31	\$266,990.71	\$20,798.33	\$-	\$-	\$-	\$-	\$-	\$287,789.04
2022-11-30	\$292,296.61	\$14,570.93	\$-	\$-	\$-	\$-	\$-	\$306,867.54
2022-10-31	\$273,323.45	\$21,211.04	\$217.81	\$-	\$43.67	\$253.57	\$-	\$295,049.54
2022-09-30	\$282,181.87	\$14,077.46	\$-	\$-	\$-	\$-	\$-	\$296,259.33
2022-08-31	\$276,233.96	\$19,812.39	\$208.45	\$-	\$-	\$-	\$-	\$296,254.80
2022-07-31	\$249,748.34	\$8,339.01	\$565.06	\$-	\$-	\$-	\$863.87	\$259,516.28
2022-06-30	\$242,356.47	\$13,223.22	\$60.49	\$-	\$-	\$-	\$-	\$255,640.18
2022-05-31	\$158,795.30	\$17,476.86	\$-	\$-	\$195.65	\$-	\$-	\$176,467.81
2022-04-30	\$208,812.76	\$32,904.03	\$-	\$-	\$26.00	\$-	\$-	\$241,742.79
2022-03-31	\$226,529.93	\$18,207.70	\$-	\$-	\$-	\$-	\$-	\$244,737.63
2022-02-28	\$130,997.52	\$9,725.32	\$-	\$-	\$-	\$633.59	\$-	\$141,356.43
2022-01-31	\$129,031.11	\$9,551.32	\$-	\$-	\$-	\$221.05	\$-	\$138,803.48

Registrant:

Account #:

Audit Period:

Subject:

Tanush Transport Inc.
85249 9045 RT0001
2021-01-01 to 2024-09-16
Statement of Audit Adjustments

Auditor:

Date:

WP#:

Amy Christopher
2025-09-12
0305b

ITCs Denied by Assessment Note								
Period Ending	The registrant did not provide any supporting documentation	The registrant provided altered documentation (confirmed via third-party contact)	Invoices provided supported less GST/HST paid than the ITC claimed in the general ledger	Documentary requirements were not met as there was insufficient detail on documentation provided	ITCs were claimed on a personal expense and are not related to commercial activity	The supplier was not a GST/HST registrant at the time of the transaction	Documentary requirements not met as the invoice was issued to another entity, not the registrant	Total
2021-12-31	\$312,884.87	\$-	\$-	\$-	\$-	\$1,662.44	\$-	\$314,547.31
2021-09-30	\$293,344.14	\$-	\$-	\$4,866.95	\$-	\$1,586.62	\$-	\$299,797.71
2021-06-30	\$392,321.38	\$-	\$153.32	\$16,872.07	\$-	\$1,826.10	\$-	\$411,172.87
2021-03-31	\$220,921.51	\$-	\$-	\$18,607.91	\$-	\$-	\$-	\$239,529.42
Total	\$7,880,527.61	\$835,506.31	\$46,262.16	\$40,346.93	\$13,738.15	\$6,183.37	\$2,330.58	\$8,824,895.11

The registrant did not provide supporting documentation for the majority of ITCs claimed during the audit period.

Audit has also determined that Tanush Transport Inc. created altered invoices to claim inflated ITCs. It is the CRA’s position that the supply indicated on the invoices did not take place as stated. Therefore, the ITCs claimed on the altered invoices are being disallowed.

Audit determined that Tanush Transport Inc. claimed ITCs to which it is not entitled totalling \$8,824,895.11. The registrant provided documentation to support \$13,534.17 in ITCs that were previously denied in case #66013551 for the period 2023-05-01 to 2023-08-31. Variances between the registrant’s returns and general ledger require offsetting ITC reconciliation adjustments of \$174,624.04. Therefore, total ITCs adjustments for the audit period total \$8,636,736.90. This amount will be assessed according to subsections 225(1), 169(1) and 169(4) of the ETA.

Subsection 225(1) requires any amounts collected in a reporting period as or on account of tax to be included in a person's net tax for that reporting period. Subsection 169(1) requires that a registrant must have acquired the supply on which an ITC is claimed for use in the course of commercial activities of the registrant. Subsection 169(4) states that a registrant may not claim an ITC for a reporting period unless sufficient evidence is obtained, including any prescribed information, that will enable the amount of the ITC to be determined. The prescribed information referred to in subsection 169(4) is identified in the Input Tax Credit Information (GST/HST) Regulations, Section 3.

See the attached **Appendix A** for details on ITC adjustments in the audit of Tanush Transport Inc.

Registrant: Tanush Transport Inc.
Account #: 85249 9045 RT0001
Audit Period: 2021-01-01 to 2024-09-16
Subject: Statement of Audit Adjustments

Auditor: Amy Christopher
Date: 2025-09-12
WP#: 0305b

Commentary on Gross Negligence Penalties

We are proposing to apply ETA section 285 gross negligence penalties as the audit has determined Tanush Transport Inc. claimed ITCs on altered invoices in an attempt to deceive the Minister and claim ITCs on amounts to which they are not entitled. Additionally, the registrant failed to provide supporting documentation for a majority of its ITC claims in the audit period, some of which were confirmed to have not occurred.

As stated in Section 285 of the Excise Tax Act:

*Every person who knowingly, or under circumstances amounting to gross negligence, makes or participates in, assents to or acquiesces in the making of a **false statement** or **omission** in a return, application, form, certificate, statement, invoice or answer (each of which is in this section referred to as a “return”) made in respect of a reporting period or transaction is liable to a penalty.*

Amounts assessed per ETA section 285:

Filing Period End	Adjustments to Net Tax	GNP (s285)
2024-09-16	\$60,236.27	\$15,059.07
2024-08-31	\$61,929.60	\$15,482.40
2024-07-31	\$231,307.26	\$57,826.82
2024-06-30	\$164,113.77	\$41,028.44
2024-05-31	\$188,509.64	\$47,127.41
2024-04-30	\$102,535.38	\$25,633.85
2024-03-31	\$286,513.23	\$71,628.31
2024-02-29	\$282,941.00	\$70,735.25
2024-01-31	\$300,032.44	\$75,008.11
2023-12-31	\$243,583.38	\$60,895.85
2023-11-30	\$306,189.40	\$76,547.35
2023-10-31	\$298,193.90	\$74,548.48
2023-09-30	\$297,947.08	\$74,486.77
2023-08-31	\$166,770.66	\$41,692.67
2023-07-31	\$202,152.82	\$50,538.20
2023-06-30	\$159,642.23	\$39,910.56
2023-05-31	\$115,921.66	\$28,980.42
2023-04-30	\$273,715.30	\$68,428.83
2023-03-31	\$289,607.56	\$72,401.89
2023-02-28	\$296,440.19	\$74,110.05
2023-01-31	\$277,579.78	\$69,394.95
2022-12-31	\$286,864.90	\$71,716.23
2022-11-30	\$288,372.62	\$72,093.16
2022-10-31	\$278,809.36	\$69,702.34

Registrant: Tanush Transport Inc.
Account #: 85249 9045 RT0001
Audit Period: 2021-01-01 to 2024-09-16
Subject: Statement of Audit Adjustments

Auditor: Amy Christopher
Date: 2025-09-12
WP#: 0305b

Filing Period End	Adjustments to Net Tax	GNP (s285)
2022-09-30	\$281,924.22	\$70,481.05
2022-08-31	\$291,443.11	\$72,860.78
2022-07-31	\$258,935.54	\$64,733.89
2022-06-30	\$251,710.02	\$62,927.51
2022-05-31	\$235,215.01	\$58,803.75
2022-04-30	\$239,116.25	\$59,779.06
2022-03-31	\$245,433.32	\$61,358.33
2022-02-28	\$140,068.10	\$35,017.03
2022-01-31	\$135,125.30	\$33,781.33
2021-12-31	\$354,867.14	\$88,716.79
2021-09-30	\$314,682.85	\$78,670.71
2021-06-30	\$226,763.06	\$56,690.76
2021-03-31	\$201,543.55	\$50,385.89
TOTAL	\$8,636,736.90	\$2,159,184.23

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Canada Revenue
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du Canada

June 26, 2025

AHM TRANSPORT INC.
C/O MSI Spergel Inc.
1100 - 200 YORKLAND BLVD
NORTH YORK, ON M2J5C1

Dear Thushitha Puvanenthiran:

Subject: Audit of the goods and services tax / harmonized sales tax (GST/HST)
returns for the period from January 01, 2021 to March 31, 2024
Business number: 80083 5282 RT0001
Case number: 23360361

The audit of the GST/HST returns for the above period is now complete.

The following adjustments to net tax payable on these GST/HST returns is being proposed:

Period ending	Sales Adjustments	GST/HST Adjustments	ITC Adjustments	Total Adjustments
2021-12-31	\$ --	\$ --	(\$151,670.33)	\$151,670.33
2022-03-31	\$67,365.00	\$8,757.45	\$ --	\$8,757.45
2022-06-30	\$90,210.01	\$11,727.30	\$ --	\$11,727.30
2022-09-30	\$45,500.00	\$5,915.00	\$ --	\$5,915.00
2022-12-31	\$125,745.00	\$16,346.85	\$ --	\$16,346.85
2023-06-30	\$175.00	\$22.75	\$ --	\$22.75
2023-09-30	\$63,680.00	\$8,278.40	\$ --	\$8,278.40
2023-12-31	\$75,880.97	\$9,864.53	\$ --	\$9,864.53
Total	\$468,555.98	\$60,912.28	(\$151,670.33)	\$212,582.61 (P)

Enclosed is a summary of proposed adjustments and detailed working papers to support the changes.

Audit is also proposing to apply penalties to the total adjustments to the GST/HST payable amount that has been marked with a (P) above. Section 285 of the *Excise Tax Act* requires the application of a penalty in cases where a registrant knowingly, or in circumstances amounting to gross negligence, participates in or makes a false statement or omission in a return, form, certificate, statement, or answer. The penalty is the greater of \$250 and 25% of the change in net tax on the return.

Canada

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If there is information that should be considered for the proposed adjustments and penalties, please call me at 709-690-5261 before July 28, 2025. My team leader, Marisa Stroud-Hollett, may also be reached at 709-685-9028.

Accounting data can be sent through the Submit documents service which is located in My Business Account. Submit documents is a secure online service that allows registrants to electronically send their accounting information to the CRA. Please note that the following case number **23360361** will need to be entered before sending the documents. For additional information, please go to **canada.ca/cra-submit-documents-online**.

We will withhold our re-assessment in abeyance for a period of up to 30 days from the date of this letter. Please provide representations in writing no later than July 28, 2025. If we do not receive a response by July 28, 2025, we will finalize the audit based on the changes proposed. A notice of reassessment will be sent that reflects these changes, and additional net tax and interest will need to be paid as calculated.

Sincerely,

Lamya Taher
Excise Tax Auditor
Newfoundland & Labrador Tax Services Office
Canada Revenue Agency

Enclosure

Mailing Address: PO Box 12075 Stn. A
St. John's NL A1B 4R5
Attn: Audit

Telephone: 1-709-690-5261
Facsimile: 1-709-772-5263

Courier Address: 290 Empire Ave.
St. John's NL A1C 3J1
Attn: Audit

Website: canada.ca

Canada

Client: AHM TRANSPORT INC.
Account #: 80083 5282 RT0001
Period End: 2021-01-01 to 2024-03-31
Subject: Summary of Proposed Adjustments

Auditor: Lamya Taher
Date: June 26, 2025
WP # 0302b

Purpose: To summarize the proposed adjustments based on audit findings.

Findings: The following adjustments are proposed for the periods noted. The proposed adjustments are explained in the following pages.

Period 2021-01-01 to 2021-12-31					
	Reported on Return	Adjustments	Revised	Penalty 285	ETA Reference
Sales	\$ 1,550,341.00		\$ 1,550,341.00		
GST/HST Collectible	\$ 162,554.86		\$ 162,554.86	\$ -	
Input Tax Credits (ITCs)	\$ 151,670.33	-\$ 151,670.33	\$ -	\$ 37,917.58	169(4)
	\$ 10,884.53		\$ 162,554.86		

Period 2022-01-01 to 2022-03-31 (Missing Return)					
	Reported on Return	Adjustments	Revised	Penalty 285	ETA Reference
Sales	\$ -	\$ 67,365.00	\$ 67,365.00		238(4)
GST/HST Collectible	\$ -	\$ 8,757.45	\$ 8,757.45	\$ 2,189.36	222(1), 225(1) and 228(2)
Input Tax Credits (ITCs)	\$ -		\$ -	\$ -	
	\$ -		\$ 8,757.45		

Period 2022-04-01 to 2022-06-30 (Missing Return)					
	Reported on Return	Adjustments	Revised	Penalty 285	ETA Reference
Sales	\$ -	\$ 90,210.01	\$ 90,210.01		238(4)
GST/HST Collectible	\$ -	\$ 11,727.30	\$ 11,727.30	\$ 2,931.83	222(1), 225(1) and 228(2)
Input Tax Credits (ITCs)	\$ -		\$ -	\$ -	
	\$ -		\$ 11,727.30		

Period 2022-07-01 to 2022-09-30 (Missing Return)					
	Reported on Return	Adjustments	Revised	Penalty 285	ETA Reference
Sales	\$ -	\$ 45,500.00	\$ 45,500.00		238(4)
GST/HST Collectible	\$ -	\$ 5,915.00	\$ 5,915.00	\$ 1,478.75	222(1), 225(1) and 228(2)
Input Tax Credits (ITCs)	\$ -		\$ -	\$ -	
	\$ -		\$ 5,915.00		

Period 2022-10-01 to 2022-12-31 (Missing Return)					
	Reported on Return	Adjustments	Revised	Penalty 285	ETA Reference
Sales	\$ -	\$ 125,745.00	\$ 125,745.00		238(4)
GST/HST Collectible	\$ -	\$ 16,346.85	\$ 16,346.85	\$ 4,086.71	222(1), 225(1) and 228(2)
Input Tax Credits (ITCs)	\$ -		\$ -	\$ -	
	\$ -		\$ 16,346.85		

Period 2023-04-01 to 2023-06-30 (Missing Return)

	Reported on Return	Adjustments	Revised	Penalty 285	ETA Reference
Sales	\$ -	\$ 175.00	\$ 175.00		238(4)
GST/HST Collectible	\$ -	\$ 22.75	\$ 22.75	\$ 250.00	222(1), 225(1)
Input Tax Credits (ITCs)	\$ -	\$ -	\$ -	\$ -	and 228(2)
	\$ -		\$ 22.75		

Period 2023-07-01 to 2023-09-30 (Missing Return)

	Reported on Return	Adjustments	Revised	Penalty 285	ETA Reference
Sales	\$ -	\$ 63,680.00	\$ 63,680.00		238(4)
GST/HST Collectible	\$ -	\$ 8,278.40	\$ 8,278.40	\$ 2,069.60	222(1), 225(1)
Input Tax Credits (ITCs)	\$ -	\$ -	\$ -	\$ -	and 228(2)
	\$ -		\$ 8,278.40		

Period 2023-10-01 to 2023-12-31 (Missing Return)

	Reported on Return	Adjustments	Revised	Penalty 285	ETA Reference
Sales	\$ -	\$ 75,880.97	\$ 75,880.97		238(4)
GST/HST Collectible	\$ -	\$ 9,864.53	\$ 9,864.53	\$ 2,466.13	222(1), 225(1)
Input Tax Credits (ITCs)	\$ -	\$ -	\$ -	\$ -	and 228(2)
	\$ -		\$ 9,864.53		

Conclusion: Total adjustments before interest and penalties is **\$ 212,582.61**

AHM Transport Inc. has been found to be grossly negligent in failing to report and remit material amounts of GST/HST collected. The registrant has also failed to provide documents for ITCs reported. Therefore, we are proposing to assess a penalty under ETA section 285 in the amount of **\$ 53,389.96**

See commentary on the pages following for details

Client: AHM TRANSPORT INC.
Account #: 80083 5282 RT0001
Period End: 2021-01-01 to 2024-03-31
Subject: Summary of Proposed Adjustments

Auditor: Lanya Taher
Date: June 26, 2025
WP # 0302b

Changes to Line 105 GST/HST and Adjustments:

We analysed third party documents and determined AHM Transport Inc. did not report GST/HST collected in the amount of **\$60,912.28** for the 302 invoices issued from AHM Transport Inc. to Gambles Ontario Produce Inc. as follows:

Periods	Sum of Total	Sum of Subtotal	GST/HST Collected	# of Invoice
2022-01-01 to 2022-03-31	\$ 76,121.95	\$ 67,365.00	\$ 8,757.45	42
2022-04-01 to 2022-06-30	\$ 101,937.31	\$ 90,210.01	\$ 11,727.30	46
2022-07-01 to 2022-09-30	\$ 51,415.00	\$ 45,500.00	\$ 5,915.00	24
2022-10-01 to 2022-12-31	\$ 142,091.85	\$ 125,745.00	\$ 16,346.85	72
2023-04-01 to 2023-06-30	\$ 197.75	\$ 175.00	\$ 22.75	1
2023-07-01 to 2023-09-30	\$ 71,958.40	\$ 63,680.00	\$ 8,278.40	50
2023-10-01 to 2023-12-31	\$ 85,745.50	\$ 75,880.97	\$ 9,864.53	67
Grand Total	\$ 529,467.76	\$ 468,555.98	\$ 60,912.28	302

The above table has been summarised from the following list of invoices:

Customer Name	Invoice #	Date	Subtotal	GST/HST 13%	Total	Period
Gambles Ontario Produce Inc.	6395	2022-01-03	\$1,275.00	\$165.75	\$1,440.75	31-Mar-22
Gambles Ontario Produce Inc.	6398	2022-01-04	\$450.00	\$58.50	\$508.50	
Gambles Ontario Produce Inc.	6404	2022-01-05	\$1,650.00	\$214.50	\$1,864.50	
Gambles Ontario Produce Inc.	6419	2022-01-07	\$1,275.00	\$165.75	\$1,440.75	
Gambles Ontario Produce Inc.	6437	2022-01-10	\$1,650.00	\$214.50	\$1,864.50	
Gambles Ontario Produce Inc.	6444	2022-01-12	\$1,575.00	\$204.75	\$1,779.75	
Gambles Ontario Produce Inc.	6459	2022-01-14	\$1,075.00	\$139.75	\$1,214.75	
Gambles Ontario Produce Inc.	6473	2022-01-17	\$1,650.00	\$214.50	\$1,864.50	
Gambles Ontario Produce Inc.	6479	2022-01-19	\$1,500.00	\$195.00	\$1,695.00	
Gambles Ontario Produce Inc.	6487	2022-01-21	\$1,075.00	\$139.75	\$1,214.25	
Gambles Ontario Produce Inc.	6513	2022-01-24	\$1,625.01	\$211.25	\$1,836.26	
Gambles Ontario Produce Inc.	6525	2022-01-26	\$1,300.00	\$169.00	\$1,469.00	
Gambles Ontario Produce Inc.	6537	2022-01-28	\$1,075.00	\$139.75	\$1,214.75	
Gambles Ontario Produce Inc.	6553	2022-01-31	\$1,449.99	\$188.50	\$1,638.49	
Gambles Ontario Produce Inc.	6564	2022-02-02	\$1,650.00	\$214.50	\$1,864.50	
Gambles Ontario Produce Inc.	6577	2022-02-04	\$1,075.00	\$139.75	\$1,214.75	
Gambles Ontario Produce Inc.	6588	2022-02-07	\$2,040.00	\$265.20	\$2,305.20	
Gambles Ontario Produce Inc.	6600	2022-02-09	\$1,470.00	\$191.10	\$1,661.10	
Gambles Ontario Produce Inc.	6613	2022-02-11	\$1,540.00	\$200.20	\$1,740.20	
Gambles Ontario Produce Inc.	6625	2022-02-14	\$1,955.00	\$254.15	\$2,209.15	
Gambles Ontario Produce Inc.	6632	2022-02-15	\$865.00	\$112.45	\$977.45	
Gambles Ontario Produce Inc.	6635	2022-02-16	\$1,870.00	\$243.10	\$2,113.10	
Gambles Ontario Produce Inc.	6374	2022-02-16	\$1,550.00	\$201.50	\$1,751.50	
Gambles Ontario Produce Inc.	6648	2022-02-18	\$1,355.00	\$176.15	\$1,531.15	
Gambles Ontario Produce Inc.	6659	2022-02-22	\$2,040.00	\$265.20	\$2,305.20	
Gambles Ontario Produce Inc.	6675	2022-02-25	\$1,325.00	\$172.25	\$1,497.25	
Gambles Ontario Produce Inc.	6686	2022-02-28	\$2,040.00	\$265.20	\$2,305.20	
Gambles Ontario Produce Inc.	6691	2022-03-02	\$1,785.00	\$232.05	\$2,017.05	
Gambles Ontario Produce Inc.	6705	2022-03-04	\$1,540.00	\$200.20	\$1,740.20	

Gambles Ontario Produce Inc.	6717	2022-03-04	\$2,125.00	\$276.25	\$2,401.25	
Gambles Ontario Produce Inc.	6725	2022-03-09	\$2,255.00	\$293.15	\$2,548.15	
Gambles Ontario Produce Inc.	6738	2022-03-11	\$1,740.00	\$226.20	\$1,966.20	
Gambles Ontario Produce Inc.	6750	2022-03-14	\$2,225.00	\$289.25	\$2,514.25	
Gambles Ontario Produce Inc.	6755	2022-03-16	\$2,170.00	\$282.10	\$2,452.10	
Gambles Ontario Produce Inc.	6766	2022-03-18	\$2,110.00	\$274.30	\$2,384.30	
Gambles Ontario Produce Inc.	6775	2022-03-20	\$570.00	\$74.10	\$644.10	
Gambles Ontario Produce Inc.	6781	2022-03-21	\$2,340.00	\$304.20	\$2,644.20	
Gambles Ontario Produce Inc.	6788	2022-03-23	\$2,170.00	\$282.10	\$2,452.10	
Gambles Ontario Produce Inc.	68-05	2022-03-25	\$1,855.00	\$241.15	\$2,096.15	
Gambles Ontario Produce Inc.	6809	2022-03-25	\$570.00	\$74.10	\$644.10	
Gambles Ontario Produce Inc.	6821	2022-03-26	\$2,340.00	\$304.20	\$2,644.20	
Gambles Ontario Produce Inc.	6828	2022-03-30	\$2,170.00	\$282.10	\$2,452.10	
Gambles Ontario Produce Inc.	6846	2022-04-01	\$1,825.00	\$237.25	\$2,062.25	
Gambles Ontario Produce Inc.	6853	2022-04-02	\$570.00	\$74.10	\$644.10	
Gambles Ontario Produce Inc.	6858	2022-04-04	\$2,140.00	\$278.20	\$2,418.20	
Gambles Ontario Produce Inc.	6864	2022-04-05	\$190.00	\$24.70	\$214.70	
Gambles Ontario Produce Inc.	6870	2022-04-06	\$1,970.00	\$256.10	\$2,226.10	
Gambles Ontario Produce Inc.	6882	2022-04-08	\$2,225.00	\$289.25	\$2,514.25	
Gambles Ontario Produce Inc.	6899	2022-04-11	\$2,310.01	\$300.30	\$2,610.31	
Gambles Ontario Produce Inc.	6910	2022-04-13	\$760.00	\$98.80	\$858.80	
Gambles Ontario Produce Inc.	6914	2022-04-13	\$2,140.00	\$278.20	\$2,418.20	
Gambles Ontario Produce Inc.	6928	2022-04-15	\$1,570.00	\$204.10	\$1,774.10	
Gambles Ontario Produce Inc.	6940	2022-04-17	\$2,055.00	\$267.15	\$2,322.15	
Gambles Ontario Produce Inc.	6950	2022-04-20	\$2,170.00	\$282.10	\$2,452.10	
Gambles Ontario Produce Inc.	6964	2022-04-21	\$2,340.00	\$304.20	\$2,644.20	
Gambles Ontario Produce Inc.	6979	2022-04-25	\$2,340.00	\$304.20	\$2,644.20	
Gambles Ontario Produce Inc.	6982	2022-04-26	\$255.00	\$33.15	\$288.15	
Gambles Ontario Produce Inc.	6988	2022-04-26	\$2,170.00	\$282.10	\$2,452.10	
Gambles Ontario Produce Inc.	7000	2022-04-29	\$2,140.00	\$278.20	\$2,418.20	
Gambles Ontario Produce Inc.	7016	2022-05-01	\$2,425.00	\$315.25	\$2,740.25	
Gambles Ontario Produce Inc.	7021	2022-05-04	\$2,170.00	\$282.10	\$2,452.10	
Gambles Ontario Produce Inc.	7036	2022-05-06	\$2,340.00	\$304.20	\$2,644.20	
Gambles Ontario Produce Inc.	7040	2022-05-07	\$120.00	\$15.60	\$135.60	
Gambles Ontario Produce Inc.	7047	2022-05-09	\$2,425.00	\$315.25	\$2,740.25	
Gambles Ontario Produce Inc.	7055	2022-05-11	\$2,170.00	\$282.10	\$2,452.10	
Gambles Ontario Produce Inc.	7072	2022-05-13	\$2,375.00	\$308.75	\$2,683.75	
Gambles Ontario Produce Inc.	7081	2022-05-16	\$2,055.00	\$267.15	\$2,322.15	
Gambles Ontario Produce Inc.	7088	2022-05-18	\$2,170.00	\$282.10	\$2,452.10	
Gambles Ontario Produce Inc.	7100	2022-05-20	\$2,340.00	\$304.20	\$2,644.20	
Gambles Ontario Produce Inc.	7106	2022-05-20	\$1,600.00	\$208.00	\$1,808.00	
Gambles Ontario Produce Inc.	7113	2022-05-21	\$760.00	\$98.80	\$858.80	
Gambles Ontario Produce Inc.	7131	2022-05-26	\$1,020.00	\$132.60	\$1,152.60	
Gambles Ontario Produce Inc.	7118	2022-05-27	\$2,255.00	\$293.15	\$2,548.15	
Gambles Ontario Produce Inc.	7138	2022-05-27	\$2,340.00	\$304.20	\$2,644.20	
Gambles Ontario Produce Inc.	7146	2022-05-30	\$2,340.00	\$304.20	\$2,644.20	
Gambles Ontario Produce Inc.	7151	2022-06-01	\$2,420.00	\$314.60	\$2,734.60	
Gambles Ontario Produce Inc.	7157	2022-06-02	\$380.00	\$49.40	\$429.40	
Gambles Ontario Produce Inc.	7166	2022-06-03	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7174	2022-06-06	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7183	2022-06-08	\$2,400.00	\$312.00	\$2,712.00	
Gambles Ontario Produce Inc.	7194	2022-06-10	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7207	2022-06-13	\$2,220.00	\$288.60	\$2,508.60	
Gambles Ontario Produce Inc.	72177	2022-06-15	\$2,420.00	\$314.60	\$2,734.60	
Gambles Ontario Produce Inc.	7229	2022-06-17	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7246	2022-06-20	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7270	2022-06-24	\$2,335.00	\$303.55	\$2,638.55	
Gambles Ontario Produce Inc.	7279	2022-06-28	\$2,505.00	\$325.65	\$2,830.65	

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Gambles Ontario Produce Inc.	7289	2022-06-29	\$2,505.00	\$325.65	\$2,830.65	30-Sep-22
Gambles Ontario Produce Inc.	7300	2022-07-01	\$1,920.00	\$249.60	\$2,169.60	
Gambles Ontario Produce Inc.	7312	2022-07-04	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7315	2022-07-05	\$300.00	\$39.00	\$339.00	
Gambles Ontario Produce Inc.	7321	2022-07-06	\$2,420.00	\$314.60	\$2,734.60	
Gambles Ontario Produce Inc.	7325	2022-07-07	\$120.00	\$15.60	\$135.60	
Gambles Ontario Produce Inc.	7335	2022-07-08	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7348	2022-07-11	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7351	2022-07-12	\$200.00	\$26.00	\$226.00	
Gambles Ontario Produce Inc.	7358	2022-07-13	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	7384	2022-07-18	\$2,675.00	\$347.75	\$3,022.75	
Gambles Ontario Produce Inc.	7386	2022-07-19	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	7391	2022-07-20	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	7409	2022-07-22	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7419	2022-07-25	\$2,675.00	\$347.75	\$3,022.75	
Gambles Ontario Produce Inc.	7424	2022-07-26	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	7427	2022-07-27	\$2,420.00	\$314.60	\$2,734.60	
Gambles Ontario Produce Inc.	7433	2022-07-28	\$1,600.00	\$208.00	\$1,808.00	
Gambles Ontario Produce Inc.	7445	2022-07-29	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	7448	2022-07-30	\$250.00	\$32.50	\$282.50	
Gambles Ontario Produce Inc.	7452	2022-08-01	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	7461	2022-08-03	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	7462	2022-08-05	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	7366	2022-08-10	\$2,675.00	\$347.75	\$3,022.75	
Gambles Ontario Produce Inc.	7482	2022-08-16	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	7549	2022-10-01	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	7485	2022-10-11	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	7489	2022-10-11	\$2,420.00	\$314.60	\$2,734.60	
Gambles Ontario Produce Inc.	7495	2022-10-11	\$300.00	\$39.00	\$339.00	
Gambles Ontario Produce Inc.	7501	2022-10-11	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7516	2022-10-11	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7519	2022-10-11	\$190.00	\$24.70	\$214.70	
Gambles Ontario Produce Inc.	7523	2022-10-11	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	7529	2022-10-11	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	7532	2022-10-11	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7546	2022-10-11	\$2,675.00	\$347.75	\$3,022.75	
Gambles Ontario Produce Inc.	7552	2022-10-11	\$2,420.00	\$314.60	\$2,734.60	
Gambles Ontario Produce Inc.	7555	2022-10-11	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	7559	2022-10-11	\$2,760.00	\$358.80	\$3,118.80	
Gambles Ontario Produce Inc.	7563	2022-10-11	\$200.00	\$26.00	\$226.00	
Gambles Ontario Produce Inc.	7570	2022-10-11	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7578	2022-10-11	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7584	2022-10-11	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	7585	2022-10-11	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	7594	2022-10-11	\$2,760.00	\$358.80	\$3,118.80	
Gambles Ontario Produce Inc.	7598	2022-10-11	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	7605	2022-10-11	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7613	2022-10-11	\$2,675.00	\$347.75	\$3,022.75	
Gambles Ontario Produce Inc.	7616	2022-10-11	\$255.00	\$33.15	\$288.15	
Gambles Ontario Produce Inc.	7617	2022-10-11	\$2,420.00	\$314.60	\$2,734.60	
Gambles Ontario Produce Inc.	7626	2022-10-11	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7629	2022-10-11	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	7634	2022-10-11	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	7639	2022-10-11	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	7642	2022-10-11	\$2,420.00	\$314.60	\$2,734.60	
Gambles Ontario Produce Inc.	7644	2022-10-11	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	7646	2022-10-11	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	7652	2022-10-11	\$2,505.00	\$325.65	\$2,830.65	

Gambles Ontario Produce Inc.	7663	2022-10-11	\$2,505.00	\$325.65	\$2,830.65	31-Dec-22
Gambles Ontario Produce Inc.	7671	2022-10-11	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	7677	2022-10-11	\$2,675.00	\$347.75	\$3,022.75	
Gambles Ontario Produce Inc.	7592	2022-10-11	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	7691	2022-10-17	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7699	2022-10-17	\$2,420.00	\$314.60	\$2,734.60	
Gambles Ontario Produce Inc.	7706	2022-10-17	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	7720	2022-10-17	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	7727	2022-10-17	\$425.00	\$55.25	\$480.25	
Gambles Ontario Produce Inc.	7739	2022-10-17	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7745	2022-10-17	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	7750	2022-10-17	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	7755	2022-10-29	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	7758	2022-10-29	\$2,335.00	\$303.55	\$2,638.55	
Gambles Ontario Produce Inc.	7765	2022-11-02	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	7777	2022-11-02	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	AHM2019	2022-11-04	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	AHM2026	2022-11-06	\$2,335.00	\$303.55	\$2,638.55	
Gambles Ontario Produce Inc.	AHM2034	2022-11-06	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	AHM2043	2022-11-07	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	AHM2049	2022-11-09	\$510.00	\$66.30	\$576.30	
Gambles Ontario Produce Inc.	AHM2058	2022-11-09	\$2,420.00	\$314.60	\$2,734.60	
Gambles Ontario Produce Inc.	AHM2064	2022-11-10	\$2,475.00	\$321.75	\$2,796.75	
Gambles Ontario Produce Inc.	AHM2078	2022-11-13	\$2,420.00	\$314.60	\$2,734.60	
Gambles Ontario Produce Inc.	AHM2083	2022-11-14	\$2,420.00	\$314.60	\$2,734.60	
Gambles Ontario Produce Inc.	AHM2107	2022-11-18	\$2,590.00	\$336.70	\$2,926.70	
Gambles Ontario Produce Inc.	AHM2122	2022-11-24	\$250.00	\$32.50	\$282.50	
Gambles Ontario Produce Inc.	AHM2124	2022-11-24	\$2,420.00	\$314.60	\$2,734.60	
Gambles Ontario Produce Inc.	AHM2137	2022-11-24	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	AHM2145	2022-11-27	\$475.00	\$61.75	\$536.75	
Gambles Ontario Produce Inc.	AHM2162	2022-11-30	\$2,335.00	\$303.55	\$2,638.55	
Gambles Ontario Produce Inc.	AHM2170	2022-12-02	\$2,475.00	\$321.75	\$2,796.75	
Gambles Ontario Produce Inc.	AHM2177	2022-12-07	\$250.00	\$32.50	\$282.50	
Gambles Ontario Produce Inc.	AHM2183	2022-12-08	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	AHM2184	2022-12-08	\$2,420.00	\$314.60	\$2,734.60	
Gambles Ontario Produce Inc.	AHM2212	2022-12-16	\$2,335.00	\$303.55	\$2,638.55	
Gambles Ontario Produce Inc.	AHM2214	2022-12-16	\$2,335.00	\$303.55	\$2,638.55	
Gambles Ontario Produce Inc.	AHM2224	2022-12-16	\$2,505.00	\$325.65	\$2,830.65	
Gambles Ontario Produce Inc.	AHM2225	2022-12-16	\$2,335.00	\$303.55	\$2,638.55	
Gambles Ontario Produce Inc.	AHM3930	2023-06-30	\$175.00	\$22.75	\$197.75	30-Jun-23
Gambles Ontario Produce Inc.	AHM3961	2023-07-03	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	AHM3971	2023-07-04	\$2,035.00	\$264.55	\$2,299.55	
Gambles Ontario Produce Inc.	AHM3881	2023-07-11	\$1,025.00	\$133.25	\$1,158.25	
Gambles Ontario Produce Inc.	AHM3911	2023-07-11	\$1,030.00	\$133.90	\$1,163.90	
Gambles Ontario Produce Inc.	AHM3948	2023-07-11	\$1,325.00	\$172.25	\$1,497.25	
Gambles Ontario Produce Inc.	AHM4035	2023-07-11	\$1,100.00	\$143.00	\$1,243.00	
Gambles Ontario Produce Inc.	AHM4065	2023-07-12	\$2,035.00	\$264.55	\$2,299.55	
Gambles Ontario Produce Inc.	AHM4092	2023-07-12	\$2,120.00	\$275.60	\$2,395.60	
Gambles Ontario Produce Inc.	AHM4114	2023-07-13	\$1,030.00	\$133.90	\$1,163.90	
Gambles Ontario Produce Inc.	AHM4140	2023-07-18	\$945.00	\$122.85	\$1,067.85	
Gambles Ontario Produce Inc.	AHM4174	2023-07-19	\$1,495.00	\$194.35	\$1,689.35	
Gambles Ontario Produce Inc.	4203	2023-07-20	\$1,175.00	\$152.75	\$1,327.75	
Gambles Ontario Produce Inc.	AHM4229	2023-07-26	\$1,185.00	\$154.05	\$1,339.05	
Gambles Ontario Produce Inc.	AHM4298	2023-07-26	\$2,120.00	\$275.60	\$2,395.60	
Gambles Ontario Produce Inc.	AHM4284	2023-07-28	\$1,250.00	\$162.50	\$1,412.50	
Gambles Ontario Produce Inc.	AHM4275	2023-07-28	\$170.00	\$22.10	\$192.10	
Gambles Ontario Produce Inc.	AHM4315	2023-08-01	\$945.00	\$122.85	\$1,067.85	
Gambles Ontario Produce Inc.	AHM4354	2023-08-02	\$2,035.00	\$264.55	\$2,299.55	

Gambles Ontario Produce Inc.	AHM4353	2023-08-03	\$175.00	\$22.75	\$197.75	30-Sep-23
Gambles Ontario Produce Inc.	AHM4367	2023-08-03	\$750.00	\$97.50	\$847.50	
Gambles Ontario Produce Inc.	AHM4405	2023-08-08	\$2,035.00	\$264.55	\$2,299.55	
Gambles Ontario Produce Inc.	AHM4425	2023-08-08	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	AHM4428	2023-08-08	\$425.00	\$55.25	\$480.25	
Gambles Ontario Produce Inc.	AHM4464	2023-08-11	\$1,025.00	\$133.25	\$1,158.25	
Gambles Ontario Produce Inc.	AHM4482	2023-08-16	\$2,205.00	\$286.65	\$2,491.65	
Gambles Ontario Produce Inc.	AHM4527	2023-08-16	\$2,120.00	\$275.60	\$2,395.60	
Gambles Ontario Produce Inc.	AHM4547	2023-08-18	\$1,100.00	\$143.00	\$1,243.00	
Gambles Ontario Produce Inc.	AHM4562	2023-08-18	\$170.00	\$22.10	\$192.10	
Gambles Ontario Produce Inc.	AHM4572	2023-08-23	\$2,120.00	\$275.60	\$2,395.60	
Gambles Ontario Produce Inc.	AHM4624	2023-08-23	\$1,100.00	\$143.00	\$1,243.00	
Gambles Ontario Produce Inc.	AHM4702	2023-08-29	\$255.00	\$33.15	\$288.15	
Gambles Ontario Produce Inc.	AHM4707	2023-08-29	\$1,495.00	\$194.35	\$1,689.35	
Gambles Ontario Produce Inc.	AHM4687	2023-09-06	\$1,030.00	\$133.90	\$1,163.90	
Gambles Ontario Produce Inc.	AHM4762	2023-09-06	\$2,035.00	\$264.55	\$2,299.55	
Gambles Ontario Produce Inc.	AHM4799	2023-09-06	\$1,485.00	\$193.05	\$1,678.05	
Gambles Ontario Produce Inc.	AHM4820	2023-09-07	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	AHM4819	2023-09-09	\$605.00	\$78.65	\$683.65	
Gambles Ontario Produce Inc.	AHM4845	2023-09-11	\$2,205.00	\$286.65	\$2,491.65	
Gambles Ontario Produce Inc.	AHM4869	2023-09-12	\$2,120.00	\$275.60	\$2,395.60	
Gambles Ontario Produce Inc.	AHM4889	2023-09-13	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	AHM4898	2023-09-15	\$1,770.00	\$230.10	\$2,000.10	
Gambles Ontario Produce Inc.	AHM4915	2023-09-15	\$255.00	\$33.15	\$288.15	
Gambles Ontario Produce Inc.	AHM4931	2023-09-20	\$2,205.00	\$286.65	\$2,491.65	
Gambles Ontario Produce Inc.	AHM4961	2023-09-20	\$2,205.00	\$286.65	\$2,491.65	
Gambles Ontario Produce Inc.	AHM4982	2023-09-22	\$1,685.00	\$219.05	\$1,904.05	
Gambles Ontario Produce Inc.	AHM5021	2023-09-25	\$1,770.00	\$230.10	\$2,000.10	
Gambles Ontario Produce Inc.	AHM5019	2023-09-26	\$1,350.00	\$175.50	\$1,525.50	
Gambles Ontario Produce Inc.	AHM5051	2023-09-26	\$1,260.00	\$163.80	\$1,423.80	
Gambles Ontario Produce Inc.	AHM5054	2023-09-27	\$800.00	\$104.00	\$904.00	
Gambles Ontario Produce Inc.	AHM5076	2023-09-28	\$2,205.00	\$286.65	\$2,491.65	
Gambles Ontario Produce Inc.	AHM5111	2023-10-03	\$540.00	\$70.20	\$610.20	
Gambles Ontario Produce Inc.	AHM5097	2023-10-03	\$720.00	\$93.60	\$813.60	
Gambles Ontario Produce Inc.	AHM5108	2023-10-03	\$2,290.00	\$297.70	\$2,587.70	
Gambles Ontario Produce Inc.	AHM5129	2023-10-03	\$255.00	\$33.15	\$288.15	
Gambles Ontario Produce Inc.	AHM5123	2023-10-05	\$1,345.00	\$174.85	\$1,519.85	
Gambles Ontario Produce Inc.	AHM5131	2023-10-05	\$800.00	\$104.00	\$904.00	
Gambles Ontario Produce Inc.	AHM5152	2023-10-07	\$2,205.00	\$286.65	\$2,491.65	
Gambles Ontario Produce Inc.	AHM5177	2023-10-18	\$720.00	\$93.60	\$813.60	
Gambles Ontario Produce Inc.	AHM5187	2023-10-18	\$2,290.00	\$297.70	\$2,587.70	
Gambles Ontario Produce Inc.	AHM5200	2023-10-18	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	AHM5208	2023-10-18	\$800.00	\$104.00	\$904.00	
Gambles Ontario Produce Inc.	AHM5234	2023-10-18	\$360.00	\$46.80	\$406.80	
Gambles Ontario Produce Inc.	AHM5266	2023-10-18	\$450.00	\$58.50	\$508.50	
Gambles Ontario Produce Inc.	AHM5289	2023-10-18	\$720.00	\$93.60	\$813.60	
Gambles Ontario Produce Inc.	AHM5297	2023-10-18	\$170.00	\$22.10	\$192.10	
Gambles Ontario Produce Inc.	AHM5210	2023-10-19	\$2,035.00	\$264.55	\$2,299.55	
Gambles Ontario Produce Inc.	AHM5255	2023-10-19	\$2,375.00	\$308.75	\$2,683.75	
Gambles Ontario Produce Inc.	AHM5303	2023-10-19	\$1,770.00	\$230.10	\$2,000.10	
Gambles Ontario Produce Inc.	AHM5311	2023-10-23	\$680.00	\$88.40	\$768.40	
Gambles Ontario Produce Inc.	AHM5326	2023-10-26	\$270.00	\$35.10	\$305.10	
Gambles Ontario Produce Inc.	AHM5337	2023-10-26	\$1,655.00	\$215.15	\$1,870.15	
Gambles Ontario Produce Inc.	AHM5346	2023-10-26	\$1,350.00	\$175.50	\$1,525.50	
Gambles Ontario Produce Inc.	AHM5348	2023-10-26	\$360.00	\$46.80	\$406.80	
Gambles Ontario Produce Inc.	AHM5350	2023-10-26	\$800.00	\$104.00	\$904.00	
Gambles Ontario Produce Inc.	AHM5371	2023-10-26	\$2,290.00	\$297.70	\$2,587.70	
Gambles Ontario Produce Inc.	AHM5373	2023-10-26	\$630.00	\$81.90	\$711.90	

Gambles Ontario Produce Inc.	AHM5374	2023-10-26	\$270.00	\$35.10	\$305.10	31-Dec-23
Gambles Ontario Produce Inc.	AHM5288	2023-10-27	\$2,205.00	\$286.65	\$2,491.65	
Gambles Ontario Produce Inc.	AHM5402	2023-10-27	\$180.00	\$23.40	\$203.40	
Gambles Ontario Produce Inc.	AHM5416	2023-10-27	\$360.00	\$46.80	\$406.80	
Gambles Ontario Produce Inc.	AHM5434	2023-10-27	\$200.00	\$26.00	\$226.00	
Gambles Ontario Produce Inc.	AHM5451	2023-10-30	\$1,770.00	\$230.10	\$2,000.10	
Gambles Ontario Produce Inc.	AHM5575	2023-11-08	\$720.00	\$93.60	\$813.60	
Gambles Ontario Produce Inc.	AHM5633	2023-11-13	\$720.00	\$93.60	\$813.60	
Gambles Ontario Produce Inc.	AHM5656	2023-11-16	\$630.00	\$81.90	\$711.90	
Gambles Ontario Produce Inc.	AHM5683	2023-11-16	\$1,770.00	\$230.10	\$2,000.10	
Gambles Ontario Produce Inc.	AHM5689	2023-11-17	\$360.00	\$46.80	\$406.80	
Gambles Ontario Produce Inc.	AHM5652	2023-11-20	\$805.00	\$104.65	\$909.65	
Gambles Ontario Produce Inc.	AHM5718	2023-11-20	\$2,290.00	\$297.70	\$2,587.70	
Gambles Ontario Produce Inc.	AHM5724	2023-11-20	\$720.00	\$93.60	\$813.60	
Gambles Ontario Produce Inc.	AHM5732	2023-11-20	\$175.00	\$22.75	\$197.75	
Gambles Ontario Produce Inc.	AHM5742	2023-11-21	\$1,885.97	\$245.18	\$2,131.15	
Gambles Ontario Produce Inc.	AHM5748	2023-11-22	\$1,350.00	\$175.50	\$1,525.50	
Gambles Ontario Produce Inc.	AHM5774	2023-11-23	\$1,685.00	\$219.05	\$1,904.05	
Gambles Ontario Produce Inc.	AHM5785	2023-11-24	\$1,350.00	\$175.50	\$1,525.50	
Gambles Ontario Produce Inc.	AHM5812	2023-11-27	\$2,290.00	\$297.70	\$2,587.70	
Gambles Ontario Produce Inc.	AHM5820	2023-11-28	\$1,585.00	\$206.05	\$1,791.05	
Gambles Ontario Produce Inc.	AHM5842	2023-11-28	\$2,205.00	\$286.65	\$2,491.65	
Gambles Ontario Produce Inc.	AHM5852	2023-11-29	\$630.00	\$81.90	\$711.90	
Gambles Ontario Produce Inc.	AHM5872	2023-11-30	\$1,685.00	\$219.05	\$1,904.05	
Gambles Ontario Produce Inc.	AHM5881	2023-12-01	\$270.00	\$35.10	\$305.10	
Gambles Ontario Produce Inc.	AHM5904	2023-12-04	\$1,770.00	\$230.10	\$2,000.10	
Gambles Ontario Produce Inc.	AHM5917	2023-12-05	\$450.00	\$58.50	\$508.50	
Gambles Ontario Produce Inc.	AHM5931	2023-12-05	\$835.00	\$108.55	\$943.55	
Gambles Ontario Produce Inc.	AHM5943	2023-12-06	\$720.00	\$93.60	\$813.60	
Gambles Ontario Produce Inc.	AHM5965	2023-12-07	\$1,770.00	\$230.10	\$2,000.10	
Gambles Ontario Produce Inc.	AHM5980	2023-12-08	\$540.00	\$70.20	\$610.20	
Gambles Ontario Produce Inc.	AHM6003	2023-12-12	\$1,685.00	\$219.05	\$1,904.05	
Gambles Ontario Produce Inc.	AHM6011	2023-12-12	\$810.00	\$105.30	\$915.30	
Gambles Ontario Produce Inc.	AHM6025	2023-12-13	\$1,685.00	\$219.05	\$1,904.05	
Gambles Ontario Produce Inc.	AHM6032	2023-12-14	\$630.00	\$81.90	\$711.90	
Gambles Ontario Produce Inc.	AHM6060	2023-12-18	\$1,685.00	\$219.05	\$1,904.05	
Gambles Ontario Produce Inc.	AHM6068	2023-12-18	\$595.00	\$77.35	\$672.35	
Gambles Ontario Produce Inc.	AHM6091	2023-12-19	\$1,855.00	\$241.15	\$2,096.15	
Gambles Ontario Produce Inc.	AHM6099	2023-12-19	\$540.00	\$70.20	\$610.20	
Gambles Ontario Produce Inc.	AHM6124	2023-12-21	\$2,290.00	\$297.70	\$2,587.70	
Gambles Ontario Produce Inc.	AHM6133	2023-12-21	\$1,855.00	\$241.15	\$2,096.15	
			\$468,555.98	\$60,912.28	\$529,467.76	

Conclusion:

Line 101 adjustments for **\$468,555.98** for sales are required as per ETA subsection 238(4).

Line 105 adjustments for **\$60,912.28** for GST/HST collected are required per ETA subsections 222(1), 225(1) and 228(2).

Client: AHM TRANSPORT INC.
Account #: 80083 5282 RT0001
Period End: 2021-01-01 to 2024-03-31
Subject: Summary of Proposed Adjustments

Auditor: Lamya Taher
Date: June 26, 2025
WP # 0302b

Changes to Line 108 ITC and Adjustments:

No books and records were provided by AHM Transport Inc. for returns filed for the following period. Total ITCs were reported in the amount of **\$151,670.33** during this period:

Period	ITCs Claimed
2021-01-01 to 2021-12-31	\$ 151,670.33
Total	\$ 151,670.33

Conclusion: Line 108 adjustments for **\$151,670** for ITCs claimed are required as documentary requirements are not met per ETA subsections 169(4).

Client: AHM TRANSPORT INC.
Account #: 80083 5282 RT0001
Period End: 2021-01-01 to 2024-03-31
Subject: Summary of Proposed Adjustments

Auditor: Lamya Taher
Date: June 26, 2025
WP # 0302b

Legislative References:

Subsection 169(4) says a registrant may not claim an input tax credit for a reporting period unless, before filing the return in which the credit is claimed, the registrant has obtained sufficient evidence in such form containing such information as will enable the amount of the input tax credit to be determined.

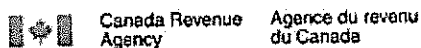
Subsection 222(1) stipulates that amounts collected as or on account of tax are deemed to be held in trust for the Crown.

Subsection 225(1) requires any amounts collected in a reporting period as or on account of tax to be included in a person's net tax for that reporting period.

Subsection 228(2) says that where the net tax for a reporting period of a person is a positive amount, the person shall remit that amount to the Receiver General.

Subsection 238(4) Every return under this Subdivision shall be made in prescribed form containing prescribed information and shall be filed in prescribed manner.

Section 285 says every person who knowingly, or under circumstances amounting to gross negligence, makes or participates in, assents to or acquiesces in the making of a false statement or omission in a return, application, form, certificate, statement, invoice or answer (each of which is in this section referred to as a "return") made in respect of a reporting period or transaction is liable to a penalty of the greater of \$250 and 25% of the tax adjustment.



JUL 03 2025

June 26, 2025

AISHKA EXPRESS 2016 INC.
C/O MSI SPERGEL INC.
1100 - 200 YORKLAND BLVD
NORTH YORK, ON M2J 5C1

Dear Jeyabalasingam Puvanenthiran:

Subject: Audit of the goods and services tax / harmonized sales tax (GST/HST) returns for the period from January 01, 2021 to March 31, 2024
Business number: 78062 9523 RT0001
Case number: 34360361

The audit of the GST/HST returns for the above period is now complete.

The following adjustments to net tax payable on these GST/HST returns is being proposed:

Period ending	Sales Adjustments	GST/HST Adjustments	ITC Adjustments	Total Adjustments
2021-12-31	\$ --	\$ --	(\$465,041.78)	\$465,041.78
2022-03-31	\$ --	\$ --	(\$93,589.57)	\$93,589.57
2022-06-30	\$ --	\$ --	(\$147,503.95)	\$147,503.95
2022-09-30	\$ --	\$ --	(\$94,098.69)	\$94,098.69
2022-12-31	\$ --	\$ --	(\$120,481.69)	\$120,481.69
2023-03-31	\$165,817.48	\$21,556.27	\$ --	\$21,556.27
2023-06-30	\$392,877.13	\$51,074.03	\$ --	\$51,074.03
2023-09-30	\$528,612.46	\$68,719.62	\$ --	\$68,719.62
2023-12-31	\$455,269.77	\$59,185.07	\$ --	\$59,185.07
2024-03-31	\$426,365.10	\$55,427.46	\$ --	\$55,427.46
Total	\$1,968,941.94	\$255,962.45	(\$920,715.68)	\$1,176,678.13 (P)

Enclosed is a summary of proposed adjustments and detailed working papers to support the changes.

Audit is also proposing to apply penalties to the total adjustments to the GST/HST payable amount that has been marked with a (P) above. Section 285 of the *Excise Tax Act* requires the application of a penalty in cases where a registrant knowingly, or in circumstances amounting to gross negligence, participates in or makes a false statement or omission in a return, form, certificate, statement, or answer. The penalty is the greater of \$250 and 25% of the change in net tax on the return.

Canada



Canada Revenue
Agency

Agence du revenu
du Canada

If there is information that should be considered for the proposed adjustments and penalties, please call me at 709-690-5261 before July 28, 2025. My team leader, Marisa Stroud-Hollett, may also be reached at 709-685-9028.

Accounting data can be sent through the Submit documents service which is located in My Business Account. Submit documents is a secure online service that allows registrants to electronically send their accounting information to the CRA. Please note that the following case number **34360361** will need to be entered before sending the documents. For additional information, please go to **canada.ca/cra-submit-documents-online**.

We will withhold our re-assessment in abeyance for a period of up to 30 days from the date of this letter. Please provide representations in writing no later than July 28, 2025. If we do not receive a response by July 28, 2025, we will finalize the audit based on the changes proposed. A notice of reassessment will be sent that reflects these changes, and additional net tax and interest will need to be paid as calculated.

Sincerely,

Lamya Taher
Excise Tax Auditor
Newfoundland & Labrador Tax Services Office
Canada Revenue Agency

Enclosure

Mailing Address: PO Box 12075 Stn. A
St. John's NL A1B 4R5
Attn: Audit

Telephone: 1-709-690-5261
Facsimile: 1-709-772-5263

Courier Address: 290 Empire Ave.
St. John's NL A1C 3J1
Attn: Audit

Website: canada.ca

Canada

Client: AISHKA EXPRESS 2016 INC.
Account #: 78062 9523 RT0001
Period End: 2021-01-01 to 2024-03-31
Subject: Summary of Proposed Adjustments

Auditor: Lamya Taher
Date: June 26, 2025
WP # 0302b

Purpose: To summarize the proposed adjustments based on audit findings.

Findings: The following adjustments are proposed for the periods noted. The proposed adjustments are explained in the following pages.

Period 2021-01-01 to 2021-12-31					
	Reported on Return	Adjustments	Revised	Penalty 285	ETA Reference
Sales	\$ 3,013,328.00		\$ 3,013,328.00		
GST/HST Collectible	\$ 391,732.69		\$ 391,732.69		
Input Tax Credits (ITCs)	\$ 465,041.78	-\$ 465,041.78	\$ -	\$ 116,260.45	169(4)
	-\$ 73,309.09		\$ 391,732.69		

Period 2022-01-01 to 2022-03-31					
	Reported on Return	Adjustments	Revised	Penalty 285	ETA Reference
Sales	\$ 717,263.50		\$ 717,263.50		
GST/HST Collectible	\$ 93,244.20		\$ 93,244.20		
Input Tax Credits (ITCs)	\$ 93,589.57	-\$ 93,589.57	\$ -	\$ 23,397.39	169(4)
	-\$ 345.37		\$ 93,244.20		

Period 2022-04-01 to 2022-06-30					
	Reported on Return	Adjustments	Revised	Penalty 285	ETA Reference
Sales	\$ 799,643.52		\$ 799,643.52		
GST/HST Collectible	\$ 103,953.60		\$ 103,953.60		
Input Tax Credits (ITCs)	\$ 147,503.95	-\$ 147,503.95	\$ -	\$ 36,875.99	169(4)
	-\$ 43,550.35		\$ 103,953.60		

Period 2022-07-01 to 2022-09-30					
	Reported on Return	Adjustments	Revised	Penalty 285	ETA Reference
Sales	\$ 784,962.15		\$ 784,962.15		
GST/HST Collectible	\$ 102,045.10		\$ 102,045.10		
Input Tax Credits (ITCs)	\$ 94,098.69	-\$ 94,098.69	\$ -	\$ 23,524.67	169(4)
	\$ 7,946.41		\$ 102,045.10		

Period 2022-10-01 to 2022-12-31					
	Reported on Return	Adjustments	Revised	Penalty 285	ETA Reference
Sales	\$ 868,422.60		\$ 868,422.60		
GST/HST Collectible	\$ 112,894.99		\$ 112,894.99		
Input Tax Credits (ITCs)	\$ 120,481.69	-\$ 120,481.69	\$ -	\$ 30,120.42	169(4)
	-\$ 7,586.70		\$ 112,894.99		

Period 2023-01-01 to 2023-03-31 (Missing Return)

	Reported on Return	Adjustments	Revised	Penalty 285	ETA Reference
Sales	\$ -	\$ 165,817.48	\$ 165,817.48		238(4)
GST/HST Collectible	\$ -	\$ 21,556.27	\$ 21,556.27	\$ 5,389.07	222(1), 225(1)
Input Tax Credits (ITCs)	\$ -	\$ -	\$ -		and 228(2)
	\$ -		\$ 21,556.27		

Period 2023-04-01 to 2023-06-30 (Missing Return)

	Reported on Return	Adjustments	Revised	Penalty 285	ETA Reference
Sales	\$ -	\$ 392,877.13	\$ 392,877.13		238(4)
GST/HST Collectible	\$ -	\$ 51,074.03	\$ 51,074.03	\$ 12,768.51	222(1), 225(1)
Input Tax Credits (ITCs)	\$ -	\$ -	\$ -		and 228(2)
	\$ -		\$ 51,074.03		

Period 2023-07-01 to 2023-09-30 (Missing Return)

	Reported on Return	Adjustments	Revised	Penalty 285	ETA Reference
Sales	\$ -	\$ 528,612.46	\$ 528,612.46		238(4)
GST/HST Collectible	\$ -	\$ 68,719.62	\$ 68,719.62	\$ 17,179.91	222(1), 225(1)
Input Tax Credits (ITCs)	\$ -	\$ -	\$ -		and 228(2)
	\$ -		\$ 68,719.62		

Period 2023-10-01 to 2023-12-31 (Missing Return)

	Reported on Return	Adjustments	Revised	Penalty 285	ETA Reference
Sales	\$ -	\$ 455,269.77	\$ 455,269.77		238(4)
GST/HST Collectible	\$ -	\$ 59,185.07	\$ 59,185.07	\$ 14,796.27	222(1), 225(1)
Input Tax Credits (ITCs)	\$ -	\$ -	\$ -		and 228(2)
	\$ -		\$ 59,185.07		

Period 2024-01-01 to 2024-03-31 (Missing Return)

	Reported on Return	Adjustments	Revised	Penalty 285	ETA Reference
Sales	\$ -	\$ 426,365.10	\$ 426,365.10		238(4)
GST/HST Collectible	\$ -	\$ 55,427.46	\$ 55,427.46	\$ 13,856.87	222(1), 225(1)
Input Tax Credits (ITCs)	\$ -	\$ -	\$ -		and 228(2)
	\$ -		\$ 55,427.46		

Conclusion: Total adjustments before interest and penalties is **\$ 1,176,678.13**

Aishka Express 2016 has been found to be grossly negligent in failing to report and remit material amounts of GST/HST collected. The registrant has also failed to provide documents for ITCs reported. Therefore, we are proposing to assess a penalty under ETA section 285 in the amount of **\$ 294,169.53**

See commentary on the pages following for details

Client: AISHKA EXPRESS 2016 INC.
Account #: 78062 9523 RT0001
Period End: 2021-01-01 to 2024-03-31
Subject: Summary of Proposed Adjustments

Auditor: Lamya Taher
Date: June 26, 2025
WP # 0302b

Changes to Line 105 GST/HST and Adjustments:

We analysed third party documents and determined Aishka Express 2016 Inc. did not report GST/HST collected in the amount of **\$255,962.45** for the 978 invoices issued from Aishka Express 2016 Inc. to various customers as follows:

Customers	Sum of Total	Sum of Subtotal	GST/HST Collected	# of Invoice
391395 ONTARIO LTD. (Bennett)	\$ 8,814.00	\$ 7,800.00	\$ 1,014.00	6
Advanced Skytech Canada Ltd	\$ 14,848.20	\$ 13,140.00	\$ 1,708.20	7
Antek Madison				
Plastics Corp.	\$ 52,335.95	\$ 46,315.00	\$ 6,020.95	15
CLT Logistics Inc.	\$ 5,226.25	\$ 4,625.00	\$ 601.25	1
DeltaGomma Inc.	\$ 6,210.48	\$ 5,496.00	\$ 714.48	1
DIGITAL EDGE PRINT & MEDIA SERVICES LTD.	\$ 36,151.53	\$ 31,992.50	\$ 4,159.03	20
KIK Holdco Company Inc.	\$ 7,566.48	\$ 6,696.00	\$ 870.48	1
KROEGER INC.	\$ 7,740.50	\$ 6,850.00	\$ 890.50	4
Lorama Group	\$ 23,039.00	\$ 20,388.50	\$ 2,650.50	10
M & B ACQUISITION INCORPORATED	\$ 4,915.50	\$ 4,350.00	\$ 565.50	5
Mampster Inc.	\$ 7,042.39	\$ 6,232.20	\$ 810.19	4
Niche Bakers Corp	\$ 551,601.19	\$ 488,142.65	\$ 63,458.54	181
Phoenix Contact Canada	\$ 26,882.14	\$ 23,789.50	\$ 3,092.64	12
Royal Containers Ltd.	\$ 709,472.63	\$ 627,851.89	\$ 81,620.74	572
Saporito Foods	\$ 509,178.00	\$ 450,600.00	\$ 58,578.00	84
Steel Fire Equipment Limited	\$ 4,462.94	\$ 3,949.50	\$ 513.44	4
Tai Lung Canada Ltd	\$ 21,831.60	\$ 19,320.00	\$ 2,511.60	3
The FBI Group - Freight Brokers International	\$ 88,149.04	\$ 78,008.00	\$ 10,141.04	16
Williams Strike First (Strike First)	\$ 25,182.05	\$ 22,285.00	\$ 2,897.05	8
Williams Strike First (The William Brothers Corp)	\$ 13,548.70	\$ 11,990.00	\$ 1,558.70	5
Yoho Fine Water	\$ 65,531.97	\$ 57,992.90	\$ 7,539.07	11
ZOCHEM ULC	\$ 35,173.85	\$ 31,127.30	\$ 4,046.55	8
Grand Total	\$ 2,224,904.39	\$ 1,968,941.94	\$ 255,962.45	978

Conclusion: Line 101 adjustments for **\$1,968,941.94** for sales are required as per ETA subsection 238(4).
 Line 105 adjustments for **\$255,962.45** for GST/HST collected are required per ETA subsections 222(1), 225(1) and 228(2).

Client: AISHKA EXPRESS 2016 INC.
Account #: 78062 9523 RT0001
Period End: 2021-01-01 to 2024-03-31
Subject: Summary of Proposed Adjustments

Auditor: Lamya Taher
Date: June 26, 2025
WP # 0302b

Changes to Line 108 ITC and Adjustments:

No books and records were provided by Aishka Express 2016 Inc. for returns filed for the following periods. Total ITCs were reported in the amount of **\$920,715.68** during multiple periods as follows:

Period	ITCs Claimed
2021-01-01 to 2021-12-31	\$ 465,041.78
2022-01-01 to 2022-03-31	\$ 93,589.57
2022-04-01 to 2022-06-30	\$ 147,503.95
2022-07-01 to 2022-09-30	\$ 94,098.69
2022-10-01 to 2022-12-31	\$ 120,481.69
Total	\$ 920,715.68

Conclusion: Line 108 adjustments for **\$920,715.68** for ITCs claimed are required as documentary requirements are not met per ETA subsections 169(4).

Client: AISHKA EXPRESS 2016 INC.
Account #: 78062 9523 RT0001
Period End: 2021-01-01 to 2024-03-31
Subject: Summary of Proposed Adjustments

Auditor: Lamyia Taher
Date: June 26, 2025
WP # 0302b

Legislative References:

Subsection 169(4) says a registrant may not claim an input tax credit for a reporting period unless, before filing the return in which the credit is claimed, the registrant has obtained sufficient evidence in such form containing such information as will enable the amount of the input tax credit to be determined.

Subsection 222(1) stipulates that amounts collected as or on account of tax are deemed to be held in trust for the Crown.

Subsection 225(1) requires any amounts collected in a reporting period as or on account of tax to be included in a person's net tax for that reporting period.

Subsection 228(2) says that where the net tax for a reporting period of a person is a positive amount, the person shall remit that amount to the Receiver General.

Subsection 238(4) Every return under this Subdivision shall be made in prescribed form containing prescribed information and shall be filed in prescribed manner.

Section 285 says every person who knowingly, or under circumstances amounting to gross negligence, makes or participates in, assents to or acquiesces in the making of a false statement or omission in a return, application, form, certificate, statement, invoice or answer (each of which is in this section referred to as a "return") made in respect of a reporting period or transaction is liable to a penalty of the greater of \$250 and 25% of the tax adjustment.

ROYAL BANK OF CANADA

and

AHM TRANSPORT INC., et al.

Applicant

Respondents

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
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TORONTO, ONTARIO

SECOND REPORT OF THE RECEIVER

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ROYAL BANK OF CANADA

and

AHM TRANSPORT INC., et al.

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

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MOTION RECORD

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