

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

-and-

FALCON XPRESS TRANSPORTATION GROUP INC., FALCON INVESTMENT
GROUP INC., 6086 MAYFIELD INC. and 2593548 ONTARIO 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**

MOTION RECORD OF THE RESPONDENTS
Motion Returnable June 6, 2025

June 4, 2025

KRAMER SIMAAN DHILLON LLP

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Toronto, Ontario
M5H 1T1

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Mukul Manchanda
E: mmanchanda@spergel.ca

Court Appointed Receiver.

TO: **GOWLING WLG**
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Lawyers for the Court Appointed
Receiver, msi Spergel Inc.

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Lawyers for the Applicant

AND
TO: The attached service list

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(current as at June 4, 2025)

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AND TO: ANTHONY JUNIOR PRINTING SOLUTIONS
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L6S 5T4
print@anthonyjunior.ca

AND TO: BENSON GROUP
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Belleville, ON
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collections1@bensonorg.com

AND TO: BLUE DIESEL EMISSIONS INC.
56 Red Cedar Crescent
Brampton, ON
bluedieselection@gmail.com

AND TO: BRIDGESTONE CANADA INC.
5770 Hurontario Street, Suite 300
Mississauga, ON
L5R 3G5
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AND TO: BRIGHT ORDER
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- AND TO: INTACT INSURANCE**
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AND TO: TTEC COMPUTERS INCORPORATION

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AND TO: TURNPIKE GLOBAL TECHNOLOGIES INC.

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AND TO: SUPER SAVE TOILET RENTALS INC.
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mrobinson@centralontariofs.ca

AND TO: CAMERON STEPHENS MORTGAGE CAPITAL LTD.
c/o Schneider Ruggiero Spencer Milburn LLP
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Toronto, Ontario M5H 3V1

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Court File No. CV-25-00001464-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

-and-

FALCON XPRESS TRANSPORTATION GROUP INC., FALCON INVESTMENT
 GROUP INC., 6086 MAYFIELD INC. and 2593548 ONTARIO INC.

Respondents

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TAB 1

Court File No. CV-25-00001464-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

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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**

NOTICE OF MOTION

The Respondents FALCON XPRESS TRANSPORTATION GROUP INC., FALCON INVESTMENT GROUP INC., 6086 MAYFIELD INC. and 2593548 ONTARIO INC. will bring a motion before a Judge on **Friday, June 6, 2025 at 10:00 am** or such time as the motion can be heard, at 7755 Hurontario Street, Brampton, Ontario.

METHOD OF HEARING:

The motion shall be heard by:

In Person

By Telephone Conference

X By Video Conference.

RELIEF SOUGHT:

1. The Respondents see Orders in the forms attached as Schedules "A" and "B" allowing FALCON XPRESS TRANSPORTATION GROUP INC., FALCON INVESTMENT GROUP INC., 6086 MAYFIELD INC. and 2593548 ONTARIO INC. to make payment to msi Spergel Inc. (the "**Receiver**" or "**Spergel**") of such funds as are owing to their creditors, and to have the Receiver discharged.
2. An order abridging the time for the service and filing of these materials.
3. Such further and other orders and relief as counsel may request and this Honourable Court may grant.

THE GROUNDS FOR THIS MOTION ARE:

1. The assets of the moving parties FALCON XPRESS TRANSPORTATION GROUP INC., FALCON INVESTMENT GROUP INC., 6086 MAYFIELD INC. and 2593548 ONTARIO INC. became subject to a Receivership Order on **May 16, 2025** pursuant to the Order of The Honourable Justice Derstine dated April 25, 2025.
2. The moving parties have obtained sufficient financing to pay their debts in full and/or have made arrangements to pay their creditors in a manner that is acceptable to their creditors and seek to pay their debts and discharge the receiver.
3. Such other and further grounds as counsel may rely upon.

THE EVIDENCE TO BE RELIED UPON ON THIS MOTION IS:

1. The Affidavit of Satbir Sidhu; and
2. Such further and other material as counsel may file and this Honourable Court may consider.

May 28, 2025

KRAMER SIMAAN DHILLON LLP

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Court Appointed Receiver.

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Lawyers for the Applicant

AND

TO: The attached service list

Court File No. CV-25-00001464-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE) DAY, THE TH DAY
)
JUSTICE) OF JUNE, 2025

BETWEEN:

ROYAL BANK OF CANADA

Applicant

-and-

FALCON XPRESS TRANSPORTATION GROUP INC., FALCON INVESTMENT
GROUP INC., 6086 MAYFIELD INC. and 2593548 ONTARIO INC.

Respondents

**APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
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R.S.O. 1990, c. C.43, AS AMENDED**

REFINANCING APPROVAL AND DISCHARGE ORDER

THIS MOTION, made by Falcon Express Transportation Group Inc., Falcon Investment Group Inc., 6086 Mayfield Inc. and 2593548 Ontario Inc. (collectively, the “**Debtors**”) for an order, amongst other things:

- (a) authorizing the Debtors, *nunc pro tunc*, to enter into the financing agreements listed on **Schedule “A”** hereto (the “**Financing Agreements**”), copies of which are attached to the Affidavit of Satbir Sidhu sworn May 2025 (the “**Sidhu Affidavit**”), and to complete the transaction contemplated by the Financing Agreements (the “**Transactions**”);

- (b) approving the fees and disbursements of msi Spergel inc. (the "**Receiver**"), in its capacity as the Court- appointed receiver, without security, of all of the assets, undertakings and properties of the Debtors (the "**Property**"), including an amount necessary to complete the administration of the receivership through to the Discharge of the Receiver as contemplated by this Order;
- (c) authorizing the and directing the Receiver to make certain payments to the Applicant and Canada Revenue Agency ("**CRA**"), and discharging the security of the Applicant and CRA upon payment of such amounts and deleting certain identified encumbrances from title to the real property described in PIN 14348-0627 (LT) (known municipally as 6086 Mayfield Road, in Caledon, Ontario) (the "**Mayfield Real Property**") and PIN 14213-0093 (LT) (known municipally as 11462 Coleraine Drive, in Brampton, Ontario) (the "**Coleraine Real Property**") and, together with the Mayfield Real Property the "**Real Property**"); and
- (d) discharging the Receiver on the filing by the Receiver of a Certificate substantially in the form of the Certificate Attached as **Schedule "B"** (the "**Discharge Certificate**"),

was heard this day by Videoconference at 7755 Hurontario Street, in Brampton, Ontario.

ON READING the Sidhu Affidavit and the exhibits thereto and the First Report of the Receiver dated May 2025, including the appendices thereto, (the "**First Report**") of the Receiver, and on hearing the submissions of counsel for the Debtors, the Receiver and the Applicant, and such other parties as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of service sworn May 26, 2025, filed,

1. **THIS COURT ORDERS AND DECLARES** that the Debtors be and are hereby authorized, *nunc pro tunc*, to bring this motion and that the time for service and filing of the notice of motion and the motion record be and are hereby abridged and validated so that this motion be and is properly returnable today and that further service thereof be and is hereby dispensed with.

2. **THIS COURT ORDERS** that the First Report and the actions of the Receiver described therein be and are hereby approved, including, without limitation, the Receiver's projected statement of receipts and disbursements appended thereto.
3. **THIS COURT ORDERS** that: (a) the fees and disbursements of the Receiver and its counsel, as described and allocated in the First Report and as set out in the fee affidavits appended thereto (the “**Professional Fees and Disbursement**”); and (b) the Fee Accrual (as defined and allocated in the First Report,) be and are hereby approved
4. **THIS COURT ORDERS AND DECLARES** that:
 - (a) the execution of the Financing Agreements by the Debtors be and is hereby authorized and approved, *nunc pro tunc*;
 - (b) the Debtors are authorized and directed to complete the Transactions, including granting the security over the Property contemplated by the Transactions, and, for greater certainty, any registrations made to perfect security interests in the Property, including the Real Property, are, assuming the Transactions are completed, valid notwithstanding any restrictions contained in the Order made on April 25, 2025 appointing the Receiver; and
 - (c) the Debtors and the lenders under the Transactions are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary for the registration against the Real Property of any instruments or charge/mortgages of land contemplated by, resulting from or arising under the Transactions.
5. **THIS COURT ORDERS** that the proceeds received by the Debtors pursuant to the Transactions (the “**Transaction Proceeds**”) shall be paid to the Receiver and distributed by the Receiver: (a) to pay the Professional Fees and Disbursements and Fee Accrual; and (b) to pay to the Applicant and CRA the amounts set out on **Schedule “C”** (together, the “**Required Disbursements**”) in accordance with paragraph 10, below.

6. **THIS COURT ORDERS** that on receipt of the Transaction Proceeds, provided that the Transaction Proceeds are sufficient to pay the Required Disbursements in full, the Receiver shall deliver to the Debtors a signed Discharge Certificate.
7. **THIS COURT ORDERS AND DECLARES** that upon the delivery to the Debtors of the signed Discharge Certificate: (a) 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 securing the Required Disbursements (the “**Discharged Security**”); and (b) the Discharged Security shall attach to the Transaction Proceeds with the same priority as they had with respect to the Property, including the Real Property, immediately prior to the delivery of the signed Discharge Certificate.
9. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the appropriate Land Titles Division of the Mortgages in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, and upon being presented with an executed copy of the Discharge Certificate, the Land Registrar is hereby directed to delete and expunge from title to the Real Property all of the instruments listed on **Schedule "D"**, which, for greater certainty, shall not include the instruments identified on **Schedule "E"**.
10. **THIS COURT ORDERS AND DIRECTS** that immediately after the delivering the signed Discharge Certificate to the Debtors, the Receiver shall distribute the Transaction Proceeds to pay in full the Required Disbursements and any remaining Transaction Proceeds shall be paid to the Debtors or as directed by the Debtors.
11. **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 either of the Debtors and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of either of the Debtors,

the Transaction and the payments made to the Applicant and CRA contemplated by this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of either of the Debtors and shall not be void or voidable by creditors of either of the Debtor, nor shall the Transaction 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 the Transaction constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

12. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the signed Discharge Certificate, forthwith after making the distributions contemplated by paragraph 10, above.

13. **THIS COURT ORDERS AND DECLARES** that, upon the Receiver filing the signed Discharge Certificate with the Court

(a) the Receiver shall be discharged as Receiver of the assets, undertakings and properties of the Debtors, provided however that notwithstanding its discharge herein: (i) the Receiver shall remain Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership herein; and (ii) the Receiver shall continue to have the benefit of the provisions of all Orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Receiver; and

(b) the Receiver is hereby released and discharged from any and all liability that the Receiver now has or may hereafter have by reason of, or in any way arising out of, the acts or omissions of the Receiver while acting in its capacity as the Receiver herein, save and except for any gross negligence or wilful misconduct on the Receiver's part. Without limiting the generality of the foregoing, the Receiver is hereby forever released and discharged from any and all liability relating to matters

that were raised, or which could have been raised, in the within receivership proceedings, save and except for any gross negligence or wilful misconduct on the Receiver's part.

14. **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.
-

Schedule "A" - List of Financing Agreements

Schedule "B" - Form of Certificate

BETWEEN:

ROYAL BANK OF CANADA

Applicant

-and-

FALCON XPRESS TRANSPORTATION GROUP INC., FALCON INVESTMENT
GROUP INC., 6086 MAYFIELD INC. and 2593548 ONTARIO INC.

Respondents

DISCHARGE CERTIFICATE

RECITALS

- A. Pursuant to an Order of the Ontario Superior Court of Justice (the "**Court**") made April 25, 2025, the Receiver was appointed as receiver, without security, of all of the assets, undertakings and properties of the Debtors.
- B. Pursuant to an Order made May, , 2025 (the "**Refinancing Approval and Discharge Order**"), the Court, among other things: (a) authorized the Debtors to enter into the Financing Agreements; and (B) provided for the discharge of the Receiver upon the payment by the Receiver of certain obligations of the Debtors from the Transaction Proceeds.
- C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Refinancing Approval and Discharge Order.

THE RECEIVER CERTIFIES the following:

- 1. The Receiver has made the payments contemplated by the Refinancing Approval and Discharge Order.
- 2. This Certificate was delivered by the Receiver at on , 2025.

msi SPERGEL INC., solely in its capacity as the
Court-appointed receiver of the Debtors, and not in
its personal capacity or in any other capacity

Per:

Name: Title:

Schedule "C" - Payments to Applicant and CRA

Applicant/Royal Bank of Canada:

Canada Revenue Agency:

Schedule "D" - Instruments to Be Deleted from Title

Instruments to be deleted from PIN 14348-0627 (LT) – 6086 Mayfield Road, Caledon, Ontario

- 1.
- 2.

Instruments to be deleted from: PIN 14213-0093 (LT) - 11462 Coleraine Drive, in Brampton, Ontario

- 1.
- 2.

Schedule "E" - Permitted Encumbrances

PIN 14348-0627 (LT) – 6086 Mayfield Road, Caledon, Ontario

1.

2.

PIN 14213-0093 (LT) - 11462 Coleraine Drive, in Brampton, Ontario

1.

2.

TAB 2

Court File No: CV-25-00001464-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

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**AFFIDAVIT OF SATBIR SIDHU
(Sworn May 28, 2025)**

**I, SATBIR SIDHU, of the Town of Caledon, in the Province of Ontario,
MAKE OATH AND SAY AS FOLLOWS:**

1. I am the Operations Manager at Falcon Xpress Transportation Group Inc. ("**Falcon**") and work closely with my father who is the sole director, officer and shareholder of the 3 holding company respondents, Falcon Investment Group Inc. ("**FIGI**"); 6086 Mayfield Inc. ("**Mayfield**"), and 2593548 Ontario Inc. ("**259**") (collectively, the "**Respondents**").
2. I am making this affidavit in support of an application by all of the Respondents herein to discharge msi Spergel Inc. (the "Receiver" or "Spergel") as the

Receiver of the assets, undertakings and properties of the Respondents under the order of the Honourable Justice Derstine dated April 25, 2025. A copy of the said Order and Endorsement is attached hereto and marked as **Exhibit "A"**.

3. Where this affidavit is based upon information received from others, I verily believe that information to be true.
4. I have made a concerted effort to determine all of the financial obligations of the Respondents, the details for which (and the arrangements made with each of them) are disclosed in this affidavit.
5. In this regard, I have examined all of the books, records, correspondence and bank statements of the Respondents in order to satisfy both the court and the Receiver as to how and on what basis the funding that I secured is sufficient to pay, satisfy or to discharge all creditor obligations that impact the assets, undertakings and properties of the Respondents.

A. Secured Creditors

a. RBC and Taxes

6. The Respondents' financial obligations to RBC, the Applicant in this proceeding shall be satisfied through the payment of \$17,367,599.77 CDN and \$23,318.81 USD as of May 30, 2025. A copy of RBC's discharge statement obtained through counsel for the Receiver is attached hereto and marked as **Exhibit "B"**.
7. These amounts owing to RBC will be paid out in full through the refinancing described below which has been arranged to be paid to the Receiver.
8. As to the arrears amount owing to the Canada Revenue Agency ("**CRA**") it is currently sitting at \$1,525,736.84 as per the attached statements obtained from the Respondents' online accounts with CRA, a copy of which is attached hereto and marked as **Exhibit "C"**.

9. The amount owing to CRA will be paid out in full through the refinancing described below which has been arranged to be paid to the Receiver.
10. The property tax owing on 6086 Mayfield is currently approximately \$122,000 in arrears. This amount is subject to a Tax Arrears Pre-Authorized Payment Plan Agreement with the Town of Caledon which we entered into with the Town on February 10, 2025, a copy of which is attached hereto and marked as **Exhibit "D"**.
11. As is noted in the said agreement with the Town of Caledon, our taxes were due to be paid monthly on the 15th of the month. It appears that the last payment on May 15, 2025 did not go through as it was drawn after the receivership went into effect on the 16th of May, 2025. However, I am advised by the Receiver that it will allow that payment of \$16,679.00 to go through now to ensure that the payments are current, with the next scheduled payment due on June 15, 2025 as we had previously made all payments due under the agreement up until the Receivership.

b. Trucks and Trailers

12. As the primary business of the Respondents is transportation, we lease most of our trucks and trailers from companies that continue to hold a secured interest in the trucks and trailers. Given that these companies are in a much better position by having the Respondents continue operations with the use of their trucks and trailers such that leasing payments can continued to be made by us, we have entered into agreements with all of our current truck and trailer leasing companies to continue operations and make payments of any arrears and amounts as they come due out of our operations following the discharge of the Receiver.

13. The current state of our truck and trailer leasing accounts are listed below:

Name of Leasing Creditor	Amount Due	Subtab of Exhibit Reference in Tab E
Daimler	\$9,600,000.00	E1
Stoughton	\$5,885,733.60	Verbal
TD Finance	\$161,738.98	Verbal
Bennington	\$3,346.87	E4

with explanations and/or arrangements made with each of our leasing creditors attached hereto at **Exhibit "E"**.

c. Other Vehicles

14. We have certain other personal vehicles that are subject to leasing agreements all of which are also amenable to allowing us to continue operations and make payments of any arrears and amounts as they come due out of our operations following the discharge of the Receiver. These include TD Finance Leasing for one vehicle and Scotiabank for two vehicles who all verbally confirmed their agreements to me.

d. Vendor Take Back Mortgage

15. One of the Respondents, FIGI owns a property at 11462 Coleraine Drive, in Brampton, Ontario. As part of the purchase of this property, Falcon Investment obtained a vendor take back first mortgage from Bulk Transfer Systems Inc. for \$17,500,000.00 as well as a second mortgage for an additional \$6,000,000.00 in funding bringing the amount owing to them to \$23,500,000.00. A copy of both

of the Charges / Mortgages against the property attached hereto and marked as **Exhibit "F"** and **"G"** respectively.

16. We had an interest payment of \$2,000,000.00 due to be paid to this mortgagee on May 26, 2025 which they have agreed to delay by 6 to 12 months given our present circumstance. A copy of the email confirming this arrangement is attached hereto and marked as **Exhibit "H"**.

e. Fuel and Financing - BVD

17. Our fuel is supplied to us by a company known as BVD Petroleum Inc. which is a company related to 2438231 Ontario Inc. and BVD Equipment Finance Inc. which provide us with financing relating to our equipment and other assets (collectively referred to as **"BVD"**). BVD has assisted with continuing to service our fuel supply needs during the course of the Receivership. This has led to a significant escalation in the amount owed to them, which sits at \$13,362,561.95 CDN and \$1,089,219.40 USD as of May 27, 2025 as per the attached updated Promissory Note, a copy of which is attached at **Exhibit "I"**.

18. Included in the amount of the promissory note is also an additional \$3,000,000.00 term loan for financing to pay out our current secured creditors which will be described in further detail below.

f. The Receiver's Fees

19. In exchange for their work on this Receivership, the Receiver anticipates charging an amount which will be outlined in the Receiver's First Report to be filed separately with the Court on this motion.

B. Unsecured Creditors

20. We also have a number of unsecured creditors. The amounts owing to each of them are summarized in the chart below.

Name of Creditor	Total Amount Claimed	Exhibit Reference in Tab J
Ives Insurance Brokers Ltd	\$137,217.24	Email received at J1
Anthony Junior Printing Solutions	\$3,667.98	Verbal, requested an email
Blue Diesel Emissions Inc	\$836.20	Verbal, requested an email
Bridgestone Canada Inc	\$9,905.58	Verbal, requested an email
Bright Order	\$10,984.69	Email received at J5
Canadian Semi Trailer Ltd.	\$19,118.72	Email received at J6
Cloud Computing Canada Inc	\$1,695.00	Verbal, requested an email
Debly Law	\$2,486.00	Email received at J8
DriveX Solution	\$2,135.70	Email received at J9

Halton Gear Ltd	\$2,189.94	Verbal, requested an email
Kenlea Inc	\$5,800.15	Email received at J11
Malwa Welding & Fabrication Ltd	\$12,047.50	Email received at J12
Matheson Collision	\$11,768.45	Email received at J13
New Millenium Tire of Windsor	\$2,274.71	Verbal, requested an email
Popular Tire Sales & Service Inc.	\$18,519.76	Email received at J15
Premier Truck Group	\$77,877.71	Verbal, requested an email
Quick Truck Windshield Service	\$1,582.00	Email received at J16
Reefers Sales & Service	\$11,378.40	Verbal, requested an email
S.D Transport & Recovery	\$5,621.75	Verbal, requested an email
Samsara	\$9,518.79	Email received at J19
Select Trailer Sales (East) Ltd	\$39,021.26	Email received at J20
Shane Labelle, LL.B	\$3,133.07	Verbal, requested an email

Toronto Truck Tire Centre	\$27,502.38	Email received at J23
TTEC Computers Inc	\$6,082.24	Verbal, requested an email
Turnpike Global Technologies Inc	\$95,019.56	Email received at J25
Visco Industrial	\$49,035.42	Verbal, requested an email

21. We have reached out and obtained the agreement of most of these unsecured creditors to continue payments to them in the ordinary course after the Receiver has been discharged. Some of the creditors have provided email confirmation while some are only verbal to date. Copies of our emails with them are attached hereto and marked as **Exhibit "J"** with subtab references as per the chart immediately above.

B. Refinancing

22. Our refinancing of RBC's loan and the payments due to CRA are coming from three (3) lending sources: (a) Cameron Stephens Mortgage Capital; (b) Pathward National Association ("**Pathward**"); and (c) BVD.

23. The total amount of the refinancing from the above three lending sources will be approximately \$19,079,625.00 the details for which are set out below.

a. Cameron Stephens

24. A copy of our refinancing agreement with Cameron Stephens has been provided to the Receiver but is confidential so is not being produced here. A

copy will be available at the hearing of the within motion should the Court require a review of same. The net proceeds to the Respondents under the agreement will be \$12,479,625.00.

b. Pathward

25. A copy of our refinancing agreement with Pathward has been provided to the Receiver but is confidential so is not being produced here. A copy will be available at the hearing of the within motion should the Court require a review of same. The net proceeds to the Respondents under the agreement will be \$3,600,000.00 based upon a calculation of our accounts receivable the day prior to the advance.

c. BVD

26. A copy of our refinancing agreement with BVD which will provide net funds to the Respondents in the amount of \$3,000,000.00 which has been included in the Promissory Note marked above at **Exhibit "I"**.

27. Counsel for the lender indicates that once this motion is scheduled, that the net funds referred to above will be transferred from each of Cameron Stephens Pathward and BVD or their counsel to the Receiver's counsel pursuant to escrow terms between them.

C. Employees and Independent Contractors

28. We have worked with the Receiver to ensure that payments to our staff have remained current during the course of the Receivership and a payment to our independent contractors (i.e. our truck drivers) is being made concurrently with the swearing of this affidavit and will be paid before the hearing of this motion.

29. I make this affidavit in support of a motion to discharge the Receiver and bring this receivership to an end and for no other or improper purpose.

SWORN remotely by Satbir Sidhu at)
the Town of Caledon in the Province)
of Ontario before me at the City of)
Toronto, in the Province of Ontario,)
on this 28th day of May, 2025, in)
accordance with the O.Reg 431/20)
Administering Oath or Declaration)
Remotely.)
)



Commissioner for taking affidavits
Micheal Simaan (41396A)



SATBIR SIDHU

**THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT OF SATBIR
SIDHU SWORN BEFORE ME ON MAY 28, 2025**

A handwritten signature in blue ink, consisting of several fluid, overlapping strokes.

A Commissioner for taking affidavits

Court File No. CV-25-00001464-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE MR.

)

FRIDAY, THE 25TH

)

)

JUSTICE D. DERSTINE

)

DAY OF APRIL, 2025

B E T W E E N:

ROYAL BANK OF CANADA

Applicant

- and -

**FALCON XPRESS TRANSPORTATION GROUP INC., FALCON INVESTMENT
GROUP INC., 6086 MAYFIELD INC. and 2593548 ONTARIO 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 Falcon Xpress Transportation Group Inc. (“**Transportation**”), Falcon Investment Group Inc. (“**Investment**”), 6086 Mayfield Inc. (“**Mayfield**”), and 2593548 Ontario Inc. (“**259**” and, together with Transportation, Investment and Mayfield, the “**Debtors**”) acquired for, or used in relation to a

business carried on by the Debtors, including, without limitation, the real property municipally known as 6086 Mayfield Road, Caledon, Ontario in the jurisdiction of Land Registry Office # 43 and legally described by PIN 14348-0627 (LT) as PART OF LOT 1 CONCESSION 1 (GEOGRAPHIC TOWNSHIP OF ALBION) TOWN OF CALEDON BEING PART 1 ON 43R-41814; TOWN OF CALEDON (the “**Real Property**”) was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Mark Arnold sworn March 18, 2025 (and the Exhibits thereto) (collectively, the “**Arnold Affidavit**”), the responding affidavits of Satbir Sidhu sworn April 4, 2025 and April 24, 2025 (and the respective Exhibits thereto), the previous Endorsements of this Court and the transcripts of the Court’s hearings in this matter, and on hearing the submissions of counsel for RBC, counsel for the Debtors and such other counsel as were present, no one appearing for any other stakeholder although duly served as appears from the affidavit of service, filed, and on reading the consent of Spergel to act as the Receiver and the consents of the Debtors to the appointment of 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, and all proceeds thereof, including, without limitation, the Real Property (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 names 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 names 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 their 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 (if any) 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 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 \$150,000 (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 <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/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, subject to paragraph 35 below, 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, subject only to this paragraph 34 and paragraph 35 below, this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on Friday, May 16, 2025 and is enforceable without the need for entry or filing.

35. **THIS COURT ORDERS** that under no circumstances whatsoever are any of the Debtors or anyone on their behalf entitled to return to Court to seek a variation or an amendment of this Order, or to appeal this Order, unless:

(a) the totality of the Indebtedness (as defined in the Arnold Affidavit, which, as of April 24, 2025, totals \$17,178,911.96 plus USD \$22,205.83 plus any additional borrowings, interest and costs from April 24, 2025) has been indefeasibly repaid in full to RBC in immediately available funds (such that, for greater certainty, any amounts ranking in priority to the Indebtedness, including, without limitation, any arrears by the Debtors in respect of source deductions, HST and property taxes, have also been indefeasibly paid by the Debtors, and written evidence of same satisfactory to RBC has also been provided to RBC); and

(b) each of the Debtors, on its behalf and on behalf of its successors, assigns and other legal representatives, has absolutely, unconditionally and irrevocably released, remised and forever discharged RBC and each of its successors and assigns, participants, affiliates, subsidiaries, branches, divisions, predecessors, directors, officers, attorneys, employees, lenders and other representatives and advisors (RBC and all such other persons being hereinafter referred to collectively as the "**Releasees**"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, complaints, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defences, rights of set-off, demands and liabilities whatsoever of every name and nature, known or unknown, suspected or unsuspected, both arising at law and in equity, which any of the Debtors or any of its successors,

assigns or other legal representatives may own, hold, have or claim to have against the Releasees or any of them for, upon or by reason of any circumstance, action, cause or thing whatsoever that relates to the Indebtedness (or any documents or transactions related thereto) and arises at any time on or prior to the date on which the totality of paragraph 35(a) of this Order has been satisfied.

A handwritten signature, possibly reading "A", is written above a horizontal line.

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 Falcon Xpress Transportation Group Inc. ("**Transportation**"), Falcon Investment Group Inc. ("**Investment**"), 6086 Mayfield Inc. ("**Mayfield**") and 2593548 Ontario Inc. ("**259**") and, together with Transportation, Investment and Mayfield, 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 (the "**Court**") dated the 25th day of April, 2025 (the "**Order**") made in an application having Court file number CV-25-00001464-0000, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$150,000 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

**OF
SUPERIOR CO
Proceedings con**

APPOINT

**AIRD &
Barristers
Brook
181 Bay S
Toronto,**

Sanjeev P. R. Mitra (LSO 1
Tel: (416) 865-3085
Fax: (416) 863-1515
Email: smitra@airdberlis.com

Jeremy Nemers (LSO No. 6
Tel: (416) 865-7724
Fax: (416) 863-1515
Email: jnemers@airdberlis.com

Calvin Horsten (LSO No. 9
Tel: (416) 865-3077
Fax: (416) 863-1515
Email: chorsten@airdberlis.com

Lawyers for Royal Bank of C

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion.

As the world's population grows, the demand for food and other resources will increase. This will put pressure on the environment and on the world's resources.

One of the ways to meet this demand is to increase the efficiency of food production. This can be done by using better farming techniques and by using more resources.

Another way to meet this demand is to reduce the amount of food that is wasted. This can be done by using food more efficiently and by reducing the amount of food that is thrown away.

There are many other ways to meet this demand, and it is important that we find ways to do so. This will help to ensure that everyone has enough to eat and that the environment is protected.

One of the most important things we can do is to make sure that we are using resources in a sustainable way. This means that we are using resources in a way that does not harm the environment and that we are able to use them for generations to come.

There are many things we can do to make sure that we are using resources in a sustainable way. This includes using energy more efficiently, recycling, and using water more efficiently.

It is important that we all do our part to make sure that we are using resources in a sustainable way. This will help to ensure that everyone has enough to eat and that the environment is protected.

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COURT FILE NO.: CV-25-00001464-0000

SUPERIOR COURT OF JUSTICE – ONTARIO

7755 Hurontario Street, Brampton ON L6W 4T6

RE: ROYAL BANK OF CANADA., **applicant**

AND:

FALCON XPRESS TRANSPORTATION GROUP INC.
FALCON INVESTMENT GROUP INC.
6086 MAYFIELD INC.
2593548 ONTARIO INC., **respondents**

BEFORE: Justice Derstine

COUNSEL: NEMERS, JEREMY
Email: jnemers@airdberlis.com

HORSTEN, CALVIN, for the **applicant**
Email: chorsten@airdberlis.com

AND:

SIMAAN, MICHAEL, for the **respondents**
Email: msimaan@kramersimaan.com

HEARD: April 25, 2025, videoconference

ENDORSEMENT

- [1] The applicant Royal Bank of Canada seeks an order appointing a receiver without security of all the assets properties and undertakings of Falcon Express Transportation Group, Falcon Investment Group Inc, 6086 Mayfield Inc and 2593548 Ontario Inc including the municipal property known as 6086 Mayfield Rd. in Caledon ON.

- [2] The debtors collectively owe RBC more than \$15 million. RBC holds security over the assets of the debtors including general security agreements and a charge over the real property which gives RBC the right to apply to the court for the appointment of a receiver.
- [3] On January 28th, 2025, RBC and the debtors entered a forbearance agreement dated January 21st, 2025, which contains consents to receivership from each of the debtors. The debtors have breached the forbearance agreement and the consents to receivership have become active. RBC waited several additional weeks before commencing this receivership application to give the debtors two opportunities to close our purported financing to repay RBC.
- [4] There is documentation before the court today indicating that at a minimum real attempts have been made to secure financing. The real difficulty with this is that similar real attempts have apparently been made in the past and have never crystallized into actual funding. On a number of occasions, the debtors have seemed very close to funding and yet funding has never been finally approved.
- [5] The debtors through council have asked until May 15th to be able to finalize their funding. They say they're very close to having funding, but they don't have it right now. This submission would have more urgency had it not been made in the past. Justice Fowler Byrne of this court gave the debtors 8 days to come up with financing or to consent to receivership. The parties are now before me and there is no funding.

- [6] I'm keenly aware that receivership is a significant step in any proceeding. It does not advance the interests of the debtor for obvious reasons which include reputational loss. It is not a quick and efficient way for the bank to recover its money. If I was to make an order of receivership today, then the bank would certainly not have its money by May 15.
- [7] While I am sympathetic with any business who is making a bonafide effort to not be placed into receivership, the bank has a just and proper claim to receivership if the debtors are unable to produce funding in a timely manner.
- [8] The debtor suggests that I could issue an order appointing a receiver but ordering that that receivership not take effect until May 16. If the Bank was satisfied and repaid in full, then the receivership would not occur. This would have the effect of drawing a significant line in the sand and preventing the debtor from continuing to delay the bank from its rightful enforcement. On the other hand, it would give one last opportunity to the debtor to avoid receivership.
- [9] The parties have conferred on terms and are by and large ad idem save for one paragraph. In that paragraph the bank is unconditionally released from all demands causes of action suits covenants and contracts and the like from the debtors for matters up to the date of the financing being transferred away from RBC. The bank asks for this language in order to ensure that there is absolute finality to this matter if they are paid off. The debtor says that the language is over expansive and does not take into account the fact that it is unknown what will happen in the next few weeks.

[10] I find that the bank is entitled to this language in the order. There is real justification for an order appointing a receiver today. I could have easily done so. For all the reasons I originally stated I am prepared to give the debtor one final chance to secure funding and avoid receivership. It must however be understood that it is the will of this court that this be the final opportunity for the debtor. If they are unable to come up with funding for any reason whatsoever the bank is entitled to its receivership. The wording as proposed by the bank will ensure that finality. The debtors are not compelled to sign this release, they are only compelled to sign it if they wish the financing. They must assume the risk that the bank will behave in an unusual manner in the next couple of weeks. On the evidence before me I think that that is unlikely. The debtor has put himself into a position where he is fortunate indeed that is not being ordered into receivership forthwith.

[11] The order will go on the terms agreed upon except for paragraph 35B which is an order of this court though not on consent. Costs are addressed at paragraph 32 of the order.



Justice Derstine

**THIS IS EXHIBIT "B" REFERRED TO IN THE AFFIDAVIT OF SATBIR
SIDHU SWORN BEFORE ME ON MAY 28, 2025**

A handwritten signature in blue ink, consisting of stylized, overlapping loops and strokes, positioned above a horizontal line.

A Commissioner for taking affidavits

AIRD BERLIS

Jeremy Nemers
Direct: 416.865.7724
E-mail: jnemers@airdberlis.com

May 30, 2025

BY EMAIL (msimaan@kramersimaan.com and info@manrajlaw.ca)

**Falcon Xpress Transportation Group Inc., Falcon Investment Group Inc.,
6086 Mayfield Inc. and 2593548 Ontario Inc.**
c/o Micheal Simaan, Kramer Simaan Dhillon LLP
120 Adelaide Street West, Suite 2100
Toronto, ON M5H 1T1

and c/o Manraj Mann, M. Mann Professional Corporation
218 Export Blvd., Suite 608
Mississauga, ON L5S 0A7

Re: Payment of certain outstanding indebtedness and liabilities owing to Royal Bank of Canada ("RBC") by Falcon Xpress Transportation Group Inc. ("Transportation"), Falcon Investment Group Inc. ("Investment"), 6086 Mayfield Inc. ("Mayfield") and 2593548 Ontario Inc. ("259" and, together with Transportation, Investment and Mayfield, the "Debtors")

1. The term **"Credit Parties"** means, collectively, the Debtors and Jarnail Singh Sidhu.
2. Reference is made to the following (collectively, the **"Credit Agreements"**):
 - (a) the credit agreement entered into between RBC and Transportation dated July 29, 2021, as amended by amending agreements dated September 27, 2023 and July 11, 2024 (as same may have been further amended, replaced, restated or supplemented from time to time, the **"Primary Transportation Credit Agreement"**);
 - (b) the Visa agreement entered into between RBC and Transportation dated September 13, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the **"Transportation Visa Agreement"**);
 - (c) the master lease agreement entered into between RBC and Transportation dated October 15, 2020 and the leasing schedules thereunder (as same may have been amended, replaced, restated or supplemented from time to time, the **"Transportation MLA"**);
 - (d) the credit agreement entered into between RBC and Mayfield dated July 28, 2021, as amended by an amending agreement dated November 15, 2024 (as same may have been further amended, replaced, restated or supplemented from time to time, the **"Primary Mayfield Credit Agreement"**);
 - (e) the Visa agreement entered into between RBC and Mayfield dated September 17, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the **"Mayfield Visa Agreement"**); and

May 30, 2025

Page 2

- (f) the Visa agreement entered into between RBC and Investment dated August 23, 2021 (as same may have been amended, replaced, restated or supplemented from time to time, the "**Investment Visa Agreement**").
3. Reference is also made to: (a) the forbearance agreement entered into amongst RBC and the Credit Parties dated January 21, 2025; (b) the consents contained therein, including, without limitation, to the application for the appointment of a receiver made by RBC in court file no. CV-25-00001464-0000 (the "**Receivership Application**"; and (c) the Order of The Honourable Mr. Justice Derstine dated April 25, 2025 in the Receivership Application (the "**Receivership Order**"), which Receivership Order appointed msi Spergel inc. as the Court-appointed receiver of the Debtors (in such capacity, the "**Receiver**") as of 12:01 a.m. on May 16, 2025.
4. Pursuant to the Credit Agreements and the documentation executed in connection therewith: (i) RBC extended certain credit facilities and services to the Debtors; and (ii) the Credit Parties granted certain guarantees and security to RBC, which guarantees and security are detailed at **Schedule A** hereto (the "**Security**").
5. RBC has been advised by the Credit Parties that the Credit Parties will be repaying the outstanding indebtedness owing to RBC in respect of the credit facilities (the "**Credit Facilities**") under the Credit Agreements, including, without limitation, by providing RBC with \$150,000.00 to be held by RBC as cash collateral granted by the Credit Parties (the "**Cash Collateral**") to secure repayment of any Chargebacks (as defined below) and any other amounts if any, owing by the Credit Parties to RBC following the Payout Date (as defined below), which Cash Collateral shall be held by RBC subject to the terms herein. The Credit Parties hereby grant a security interest to RBC in the Cash Collateral to secure repayment of these amounts.
6. Based upon amounts known to RBC as of May 14, 2025, the total aggregate principal balance, accrued interest, fees and expenses due to RBC under the Credit Agreements for the Credit Facilities as at the date hereof (the "**Payout Date**") is the sum of the following amounts (collectively, the "**Payout Amount**"):
- | | |
|---|---|
| Term Loan under the Primary Mayfield Credit Agreement | \$12,205,908.91 |
| Operating Facility under the Primary Transportation Credit Agreement | 4,078,910.13 |
| Cash Collateral (Operating Facility's pre-receivership limit was \$4,332,770) | 150,000.00 |
| Lease Facility under the Transportation MLA | 770,317.44 |
| CAD Credit Card under the Transportation Visa Agreement | 80,295.37 |
| Credit Card under the Investment Visa Agreement | 14,611.42 |
| Credit Card under the Mayfield Visa Agreement | 8,568.84 |
| Unpaid legal fees and disbursements up to May 26, 2025 | 53,987.66 |
| Estimated additional legals fees and disbursements to the Payout Date | 5,000.00 |
| USD Credit Card under the Transportation Visa Agreement | USD 23,318.81 |
| | \$17,367,599.77 plus USD \$23,318.81 |
7. The Credit Parties are hereby irrevocably directed to pay the Payout Amount to RBC on the Payout Date by way of wire transfer in trust to RBC's counsel, Aird & Berlis LLP, in accordance with the wire instructions attached hereto as **Schedule B**.

AIRD BERLIS

May 30, 2025
Page 3

8. Each of the Credit Parties hereby indemnifies RBC for any and all fees (including, but not limited to, legal fees), bank account charges, credit card items, obligations under this letter, service charges, account overdrafts and chargebacks for any cheques, drafts and other payment items dishonoured or otherwise returned to RBC with respect to the administration and closing of the Debtors' credit facilities and the Debtors' accounts arising on or after May 26, 2025 (all such fees, items, overdrafts, service charges and chargebacks being hereinafter referred to, collectively, as "**Chargebacks**") and promises to pay to RBC the amount of any Chargebacks incurred as soon as possible after RBC notifies them of the same.
9. Each of the Credit Parties agrees that it shall pay, on a joint and several basis, all outstanding Chargebacks in full on demand (and, for greater certainty, on or before the earlier of: (A) the date same come due in RBC's ordinary course of business; and (B) 60 calendar days after the Payout Date), and that the Cash Collateral shall be retained by RBC for:
 - (a) any Chargebacks; and
 - (b) any other amounts, if any, owing by the Credit Parties to RBC following the Payout Date, including, without limitation, any Potential Prior-Ranking Claims (as defined below).
10. Upon receipt by RBC of payment in full of the Payout Amount, completed and executed copies of the statutory declarations attached hereto as **Schedule C** (with the exhibits referenced therein, including, without limitation, written evidence satisfactory to RBC that the approximately \$1.7 million of priority arrears reported as owing to Canada Revenue Agency on or about May 7, 2025 have been paid in full, and that all amounts secured by the Receiver's Charge and the Receiver's Borrowings Charge, as both terms are defined in the Receivership Order, have also been paid in full to the Receiver's satisfaction), a copy of this letter executed by the Credit Parties and written evidence satisfactory to RBC that the Debtors have the authority to execute and be bound by this letter notwithstanding the Receivership Order, then (and only then):
 - (a) RBC acknowledges and agrees that payment in full of the Payout Amount constitutes payment and satisfaction in full of the amounts owing pursuant to the Credit Facilities under the Credit Agreements, and for greater certainty, this does not include the Chargebacks;
 - (b) to the extent not already cancelled, instructions shall be given by RBC immediately to cancel the Credit Facilities pursuant to the Credit Agreements;
 - (c) to the extent not already closed, instructions shall be given by RBC immediately to close the Debtors' remaining bank accounts with RBC, such that, for greater certainty, no transactions of any nature will then be accepted in any such accounts by RBC. For greater certainty, and effective immediately until such time as these accounts are closed, the Credit Parties are not authorized to any overdraft privileges in respect of any of these accounts. Any remaining cash balance in these accounts, if any, after their closure and net of any setoff that may apply, if any, shall be sent to the Debtors, as applicable, and at their cost;

May 30, 2025

Page 4

- (d) RBC hereby releases, discharges, terminates and re-assigns to the Credit Parties, as applicable, all security interests, mortgages, charges, liens, guarantees, assignments and hypothecs and any rights relating to the security interests, mortgages, liens, guarantees, share pledges, assignments and hypothecs granted by them pursuant to the Security other than the security interest granted by each of the Credit Parties in the Cash Collateral, and RBC shall within a reasonable period upon demand, at the sole expense of the party requesting, execute and deliver any and all other and further instruments, customarily required to effect the release, discharge and termination of such Security;
 - (e) RBC hereby agrees to register, at the Credit Parties' sole expense, the financing change statements to record:
 - (i) releases and discharges of the existing PPSA registrations listed on **Schedule D** hereto; and
 - (ii) amendment of the existing PPSA registration listed on **Schedule E** hereto to amend the collateral classifications to include only Accounts and Other and to insert a collateral description which reads "Cash collateral held by Royal Bank of Canada";
 - (f) RBC hereby agrees to register, at the Credit Parties' sole expense, the real property registration discharges listed on **Schedule F** hereto;
 - (g) RBC hereby agrees not to oppose the Receiver's discharge, provided no costs are payable by RBC and on terms that are otherwise satisfactory to the Receiver and to the Court; and
 - (h) RBC shall continue to hold a portion of the Payout Amount equal to the Cash Collateral after the Payout Date, and:
 - (i) to the extent that any amount of the Chargebacks is not paid when due, RBC shall be entitled to deduct such amounts (plus any related legal fees and disbursements) from the Cash Collateral to pay such amounts, without further notice to or instructions from any of the Credit Parties; and
 - (ii) if any amount of the Cash Collateral remains after the date that is 60 calendar days after the Payout Date, any such remainder (if any) shall be released by RBC to the Debtors, at their cost.
11. Each of the Credit Parties, on its behalf and on behalf of its successors, assigns and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges RBC and each of its successors and assigns, participants, affiliates, subsidiaries, branches, divisions, predecessors, directors, officers, attorneys, employees, lenders and other representatives and advisors (RBC and all such other persons being hereinafter referred to collectively as the "**Releasees**" and individually as a "**Releasee**") of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, complaints, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defences, rights of set-off, demands and liabilities whatsoever (individually, a "**Claim**" and collectively,

May 30, 2025
Page 5

"Claims") of every name and nature, known or unknown, suspected or unsuspected, both arising at law and in equity, which any of the Credit Parties or any of their respective successors, assigns or other legal representatives may now own, hold, have or claim to have against the Releasees or any of them for, upon or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the date hereof, including, without limitation, for or on account of, or in relation to, or in any way in connection with, any of the Credit Parties or any documents or transactions related thereto.

12. Notwithstanding any other term or condition provided in this letter, any statement from RBC confirming the payment and satisfaction in full of the amounts owing pursuant to the Credit Facilities under the Credit Agreements is made on the basis that any and all claims that may rank in priority to these amounts (the **"Potential Prior-Ranking Claims"**) has been paid in full. To the extent that RBC suffers a loss or is required to pay any amounts in respect of any Potential Prior-Ranking Claims as a result of the failure of the Credit Parties to meet any of their obligations, each of the Credit Parties shall pay RBC, jointly and severally, and on demand, the full amount of any loss or payment required to be made in respect of any Potential Prior-Ranking Claims, and any acknowledgment by RBC of repayment and satisfaction of amounts owing to it shall not operate as a release of any of the Credit Parties to such extent.
13. This letter may be executed and delivered by the parties hereto in one or more counterparts, each of which when so executed and delivered will be an original and such counterparts will together constitute one and the same instrument. Delivery of this letter by facsimile or PDF transmission constitutes valid and effective delivery.
14. This letter shall be governed by the laws of the Province of Ontario and the Federal laws of Canada applicable therein. The parties hereto irrevocably submit to the courts of the Province of Ontario sitting in Brampton in any action or proceeding arising out of or relating to this letter, and irrevocably agree that all such actions and proceedings may be heard and determined in such courts, and irrevocably waives, to the fullest extent possible, the defence of an inconvenient forum.
15. As the quantum of the Credit Facilities can fluctuate on a daily basis, the Payout Amount is only valid until 5:00 p.m. (Toronto time) on the Payout Date. If RBC has not received the Payout Amount by such time on the Payout Date, this letter shall be null and void and of no further force and effect.
16. By executing and delivering this letter, each of the parties acknowledges and declares that:
 - (a) it has had an adequate opportunity to read and consider this letter and to obtain such advice in regard to it as it considers advisable, including, without limitation, independent legal advice;
 - (b) it fully understands the nature and effect of this letter; and
 - (c) this letter has been duly executed voluntarily.

AIRD BERLIS

May 30, 2025
Page 6

We trust the foregoing is satisfactory.

Yours truly,

AIRD & BERLIS LLP FOR AND ON BEHALF OF
ROYAL BANK OF CANADA

By:


Name: Jeremy Nemers

[Acknowledgment Page Follows]

AIRD BERLIS

May 30, 2025
Page 7

ACKNOWLEDGED AND AGREED by the Credit Parties as of the date first written above.

FALCON XPRESS TRANSPORTATION GROUP INC.

By: _____
Name: _____
Title: _____

I have authority to bind the corporation.

FALCON INVESTMENT GROUP INC.

By: _____
Name: _____
Title: _____

I have authority to bind the corporation.

6086 MAYFIELD INC.

By: _____
Name: _____
Title: _____

I have authority to bind the corporation.

2593548 ONTARIO INC.

By: _____
Name: _____
Title: _____

I have authority to bind the corporation.

Witness Name:

)
)
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)
)
)
)

JARNAIL SINGH SIDHU

AIRD BERLIS

May 30, 2025
Page 8

**SCHEDULE A
SECURITY**

1. First charge/mortgage in the principal amount of \$18,100,000 in respect of the real property municipally known as 6086 Mayfield Road, Caledon, Ontario and legally described under PIN 14348-0627 (LT) (the "**Real Property**"), which was registered on title as instrument no. PR3902941 on September 1, 2021.
2. Assignment of rents in respect of the Real Property, which was registered on title as instrument no. PR3902979 on September 1, 2021.
3. General security agreement, made by Mayfield in favour of RBC, dated August 11, 2021.
4. General security agreement, made by Transportation in favour of RBC, dated August 11, 2021.
5. General security agreement, made by Investment in favour of RBC, dated August 11, 2021.
6. General security agreement, made by 259 in favour of RBC, dated August 11, 2021.
7. Guarantee and postponement of claim dated August 11, 2021 in the principal amount of \$5,600,000, granted by Investment in favour of RBC regarding the obligations of Transportation.
8. Guarantee and postponement of claim dated August 11, 2021 in the principal amount of \$5,600,000, granted by 259 in favour of RBC regarding the obligations of Transportation.
9. Guarantee and postponement of claim dated August 11, 2021 in the principal amount of \$5,600,000, granted by Mayfield in favour of RBC regarding the obligations of Transportation.
10. Guarantee and postponement of claim dated August 11, 2021 in the principal amount of \$12,500,000, granted by Investment in favour of RBC regarding the obligations of Mayfield.
11. Guarantee and postponement of claim dated August 11, 2021 in the principal amount of \$12,500,000, granted by 259 in favour of RBC regarding the obligations of Mayfield.
12. Guarantee and postponement of claim dated August 11, 2021 in the principal amount of \$12,500,000, granted by Transportation in favour of RBC regarding the obligations of Mayfield.
13. Postponement and assignment of claim, granted by Jarnail in favour of RBC regarding Transportation, dated August 11, 2021.
14. Postponement and assignment of claim, granted by Jarnail in favour of RBC regarding Mayfield, dated August 11, 2021.

AIRD BERLIS

May 30, 2025

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15. Postponement and assignment of claim, granted by Jarnail in favour of RBC regarding 259, dated August 11, 2021.
16. Postponement and assignment of claim, granted by Jarnail in favour of RBC regarding Investment, dated August 11, 2021.
17. Assignment of insurance dated August 11, 2021 granted by 259.

AIRD BERLIS

May 30, 2025
Page 10

**SCHEDULE B
WIRE INSTRUCTIONS**

CANADIAN DOLLAR PAYMENT / CANADIAN DOLLAR TRUST ACCOUNT

Account Name: Aird & Berlis LLP
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9

Account No.: 5221548

Bank: TD Canada Trust
55 King Street West
Toronto, Ontario M5K 1A2

Bank No.: 004

Transit No: 10202

Swift Code: TDOMCATTTOR

RE: **M# 323616 Attention: Jeremy Nemers and Calvin Horsten**
(NOTE: This information must be included)

US DOLLAR PAYMENT / US DOLLAR TRUST ACCOUNT

Account Name: Aird & Berlis LLP
181 Bay Street, Suite 1800
Toronto, Canada M5J 2T9

Account No: 7371757

Bank: TD Canada Trust
55 King Street West
Toronto, Ontario M5K 1A2

Bank No.: 004

Transit No.: 10202

Swift Code: TDOMCATTTOR

Correspondent Bank: Bank of America
31 Broad Street
New York, NY

ABA No.: 026009593

Swift Code: BOFAUS3NXXX

RE: **M# 323616 Attention: Jeremy Nemers and Calvin Horsten**
(NOTE: This information must be included)

AIRD BERLIS

May 30, 2025
Page 11

SCHEDULE C
STATUTORY DECLARATIONS
[FOLLOW ON NEXT PAGE]

AIRD BERLIS

May 30, 2025
Page 12

STATUTORY DECLARATION

CANADA	)	IN THE MATTER OF the <i>Business Corporations</i>
	)	<i>Act (Ontario)</i>
)	
PROVINCE OF ONTARIO	)	AND IN THE MATTER OF the <i>Personal Property</i>
	)	<i>Security Act (Ontario)</i>
TO WIT)	

I, Jarnail Singh Sidhu, of the Municipality of _____, in the Province of Ontario,

SOLEMNLY DECLARE THAT:

1. I am a Director of FALCON XPRESS TRANSPORTATION GROUP INC. (the "**Debtor**") and, as such, have knowledge of the facts declared herein or have taken such steps as I deem sufficient to make myself aware of the facts declared herein.
2. As of the date hereof, the Debtor has no outstanding liabilities that would rank in priority to the Debtor's obligations to Royal Bank of Canada. Without in any way limiting the generality of the foregoing: (i) the Debtor is current on account with Canada Revenue Agency ("**CRA**") for any and all obligations as of the date hereof in respect of employee source deductions and Harmonized Sales Tax ("**HST**"); and (ii) all amounts secured by the Receiver's Charge and the Receiver's Borrowings Charge, as both terms are defined in the Order of The Honourable Mr. Justice Derstine dated April 25, 2025 (the "**Receivership Order**"), have been paid in full to the satisfaction of the Receiver (as defined in the Receivership Order).
3. Attached as **Exhibit "1"** hereto are true statements from CRA reflecting that no balance is owing by the Debtor to CRA as of the date hereof for employee source deductions or HST.
4. Attached as **Exhibit "2"** hereto is a true statement from the Receiver reflecting that all amounts secured by the Receiver's Charge and the Receiver's Borrowings Charge have been paid in full to the satisfaction of the Receiver.
5. I have had an adequate opportunity to read and consider this statutory declaration and to obtain such advice in regard to it as it considers advisable, including, without limitation, independent legal advice, I fully understand the nature and effect of this statutory declaration and this statutory declaration has been duly executed voluntarily.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me in the
Municipality of _____, in the Province
of Ontario this 30th day of May, 2025

A Commissioner, etc.

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JARNAIL SINGH SIDHU

AIRD BERLIS

May 30, 2025
Page 13

STATUTORY DECLARATION

CANADA	)	IN THE MATTER OF the <i>Business Corporations</i>
	)	<i>Act</i> (Ontario)
)	
PROVINCE OF ONTARIO	)	AND IN THE MATTER OF the <i>Personal Property</i>
	)	<i>Security Act</i> (Ontario)
TO WIT)	

I, Jarnail Singh Sidhu, of the Municipality of _____, in the Province of Ontario,

SOLEMNLY DECLARE THAT:

1. I am a Director of FALCON INVESTMENT GROUP INC. (the "**Debtor**") and, as such, have knowledge of the facts declared herein or have taken such steps as I deem sufficient to make myself aware of the facts declared herein.
2. As of the date hereof, the Debtor has no outstanding liabilities that would rank in priority to the Debtor's obligations to Royal Bank of Canada. Without in any way limiting the generality of the foregoing: (i) the Debtor is current on account with Canada Revenue Agency ("**CRA**") for any and all obligations as of the date hereof in respect of employee source deductions and Harmonized Sales Tax ("**HST**"); and (ii) all amounts secured by the Receiver's Charge and the Receiver's Borrowings Charge, as both terms are defined in the Order of The Honourable Mr. Justice Derstine dated April 25, 2025 (the "**Receivership Order**"), have been paid in full to the satisfaction of the Receiver (as defined in the Receivership Order).
3. Attached as **Exhibit "1"** hereto are true statements from CRA reflecting that no balance is owing by the Debtor to CRA as of the date hereof for employee source deductions or HST.
4. Attached as **Exhibit "2"** hereto is a true statement from the Receiver reflecting that all amounts secured by the Receiver's Charge and the Receiver's Borrowings Charge have been paid in full to the satisfaction of the Receiver.
5. I have had an adequate opportunity to read and consider this statutory declaration and to obtain such advice in regard to it as it considers advisable, including, without limitation, independent legal advice, I fully understand the nature and effect of this statutory declaration and this statutory declaration has been duly executed voluntarily.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me in the
Municipality of _____, in the Province
of Ontario this 30th day of May, 2025

A Commissioner, etc.

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JARNAIL SINGH SIDHU

AIRD BERLIS

May 30, 2025
Page 14

STATUTORY DECLARATION

CANADA	)	IN THE MATTER OF the <i>Business Corporations</i>
	)	<i>Act (Ontario)</i>
)	
PROVINCE OF ONTARIO	)	AND IN THE MATTER OF the <i>Personal Property</i>
	)	<i>Security Act (Ontario)</i>
TO WIT)	

I, Jarnail Singh Sidhu, of the Municipality of _____, in the Province of Ontario,

SOLEMNLY DECLARE THAT:

1. I am a Director of 6086 MAYFIELD INC. (the "**Debtor**") and, as such, have knowledge of the facts declared herein or have taken such steps as I deem sufficient to make myself aware of the facts declared herein.
2. As of the date hereof, the Debtor has no outstanding liabilities that would rank in priority to the Debtor's obligations to Royal Bank of Canada. Without in any way limiting the generality of the foregoing: (i) the Debtor is current on account with Canada Revenue Agency ("**CRA**") for any and all obligations as of the date hereof in respect of employee source deductions and Harmonized Sales Tax ("**HST**"); (ii) the Debtor is current on account of property taxes; and (iii) all amounts secured by the Receiver's Charge and the Receiver's Borrowings Charge, as both terms are defined in the Order of The Honourable Mr. Justice Derstine dated April 25, 2025 (the "**Receivership Order**"), have been paid in full to the satisfaction of the Receiver (as defined in the Receivership Order).
3. Attached as **Exhibit "1"** hereto are true statements from CRA reflecting that no balance is owing by the Debtor to CRA as of the date hereof for employee source deductions or HST.
4. Attached as **Exhibit "2"** hereto is a true statement from the applicable municipality reflecting that no property taxes are owing by the Debtor as of the date hereof.
5. Attached as **Exhibit "3"** hereto is a true statement from the Receiver reflecting that all amounts secured by the Receiver's Charge and the Receiver's Borrowings Charge have been paid in full to the satisfaction of the Receiver.
6. I have had an adequate opportunity to read and consider this statutory declaration and to obtain such advice in regard to it as it considers advisable, including, without limitation, independent legal advice, I fully understand the nature and effect of this statutory declaration and this statutory declaration has been duly executed voluntarily.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me in the
Municipality of _____, in the Province
of Ontario this 30th day of May, 2025

A Commissioner, etc.

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JARNAIL SINGH SIDHU

AIRD BERLIS

May 30, 2025
Page 15

STATUTORY DECLARATION

CANADA	)	IN THE MATTER OF the <i>Business Corporations</i>
	)	<i>Act</i> (Ontario)
)	
PROVINCE OF ONTARIO	)	AND IN THE MATTER OF the <i>Personal Property</i>
	)	<i>Security Act</i> (Ontario)
TO WIT)	

I, Jarnail Singh Sidhu, of the Municipality of _____, in the Province of Ontario,

SOLEMNLY DECLARE THAT:

1. I am a Director of 2593548 ONTARIO INC. (the "**Debtor**") and, as such, have knowledge of the facts declared herein or have taken such steps as I deem sufficient to make myself aware of the facts declared herein.
2. As of the date hereof, the Debtor has no outstanding liabilities that would rank in priority to the Debtor's obligations to Royal Bank of Canada. Without in any way limiting the generality of the foregoing: (i) the Debtor is current on account with Canada Revenue Agency ("**CRA**") for any and all obligations as of the date hereof in respect of employee source deductions and Harmonized Sales Tax ("**HST**"); and (ii) all amounts secured by the Receiver's Charge and the Receiver's Borrowings Charge, as both terms are defined in the Order of The Honourable Mr. Justice Derstine dated April 25, 2025 (the "**Receivership Order**"), have been paid in full to the satisfaction of the Receiver (as defined in the Receivership Order).
3. Attached as **Exhibit "1"** hereto are true statements from CRA reflecting that no balance is owing by the Debtor to CRA as of the date hereof for employee source deductions or HST.
4. Attached as **Exhibit "2"** hereto is a true statement from the Receiver reflecting that all amounts secured by the Receiver's Charge and the Receiver's Borrowings Charge have been paid in full to the satisfaction of the Receiver.
5. I have had an adequate opportunity to read and consider this statutory declaration and to obtain such advice in regard to it as it considers advisable, including, without limitation, independent legal advice, I fully understand the nature and effect of this statutory declaration and this statutory declaration has been duly executed voluntarily.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me in the
Municipality of _____, in the Province
of Ontario this 30th day of May, 2025

A Commissioner, etc.

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JARNAIL SINGH SIDHU

AIRD BERLIS

May 30, 2025
Page 16

**SCHEDULE D
PPSA REGISTRATIONS TO BE DELETED**

Registration No.	Reference File No.	Debtor	Collateral Classification/ Description
20210728 1503 1532 0676	774871524	2593548 Ontario Inc.	I, E, A, O, MV
20210903 1420 1590 3874	776097576	6086 Mayfield Inc.	A, O w/ GCD
20210728 1602 1532 1152	774873495	6086 Mayfield Inc.	I, E, A, O, MV
20210728 1451 1532 0654	774869202	Falcon Investment Group Inc.	I, E, A, O, MV
20240621 0917 1532 3876	506593539	Falcon Xpress Transportation Group Inc.	E, O, MV w/ GCD
20240610 0858 4085 8603	506204955	Falcon Xpress Transportation Group Inc.	E, O, MV w/ GCD
20210728 1726 1532 1393	774875826	Falcon Xpress Transportation Group Inc.	I, E, A, O, MV
20201019 1432 8077 6692	766858599	Falcon Xpress Transportation Group Inc.	E, O, MV w/ GCD
20201015 1434 8077 6542	766774422	Falcon Xpress Transportation Group Inc.	I, E, A, O w/ GCD

AIRD BERLIS

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SCHEDULE E
PPSA REGISTRATIONS TO BE AMENDED TO REFLECT SECURITY INTEREST IN CASH
COLLATERAL

Registration No.	Reference File No.	Debtor	Collateral Classification/Description
20210728 1726 1532 1393	774875826	Falcon Xpress Transportation Group Inc.	I, E, A, O, MV

AIRD BERLIS

May 30, 2025
Page 18

**SCHEDULE F
REAL PROPERTY REGISTRATIONS TO BE DELETED**

1. Charge in the principal amount of \$18,100,000 in respect of the Real Property, which was registered on title as instrument no. PR3902941.
2. Assignment of rents in respect of the Real Property, which was registered on title as instrument no. PR3902979.

64161398.5

AIRD BERLIS

**THIS IS EXHIBIT "C" REFERRED TO IN THE AFFIDAVIT OF SATBIR
SIDHU SWORN BEFORE ME ON MAY 28, 2025**

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

A Commissioner for taking affidavits

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Overview

Profile

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orporation income tax >

ore services >

respondence

Mail 19

Submit documents

nnect with us

essage centre

idit enquiries

e a formal dispute

Missing direct deposit information

One or more of your account(s) are missing direct deposit information.
[Verify and update the direct deposit information.](#)

The Canada Revenue Agency (CRA) uses online mail as the default method of delivering most business correspondence. This means you will receive your business tax notices and other correspondence through My Business Account. If you do not have an email address on your business account, please access Notification Preferences in your Profile to add or update the email address to receive email notifications on important tax notices and other information.

File your 2024 T2 Corporate Income Tax Return by July 15, 2025, in order to meet the T2 filing deadline for the 2024 Canada Carbon Rebate for Small Businesses.

Business balance and services

Outstanding returns: Yes

Total amount owing: \$968,525.09

Proceed to pay

[Manage pre-authorized debit](#) [Direct deposit transactions](#)

[Filing and balance confirmation](#)



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⚠ One or more of your account(s) are missing direct deposit information.

[Verify and update the direct deposit information.](#)

ℹ The Canada Revenue Agency (CRA) uses online mail as the default method of delivering most business correspondence. This means you will receive your business tax notices and other correspondence through My Business Account. If you do not have an email address on your business account, please access Notification Preferences in your Profile to add or update the email address to receive email notifications on important tax notices and other information.

ℹ File your 2024 T2 Corporate Income Tax Return by July 15, 2025, in order to meet the T2 filing deadline for the 2024 Canada Carbon Rebate for Small Businesses.

Business balance and services ⓘ

Outstanding returns: **No**

Total amount owing: **\$557,211.75** [Proceed to pay](#)

[Manage pre-authorized debit](#) [Direct deposit transactions](#)

[Filing and balance confirmation](#)

**THIS IS EXHIBIT "D" REFERRED TO IN THE AFFIDAVIT OF SATBIR
SIDHU SWORN BEFORE ME ON MAY 28, 2025**

A handwritten signature in blue ink, consisting of stylized, overlapping loops and strokes, positioned above a horizontal line.

A Commissioner for taking affidavits

TAX CERTIFICATE**80****TOWN OF CALEDON**

Town of Caledon
6311 Old Church Road
Caledon ON L7C 1J6
(905) 584-2272 ext. 7750
info@caledon.ca

CERTIFIED AT

February 13, 2025

ISSUED TO

Carlos Casasola
ccasasola@airdberlis.com

CERTIFICATE NO

11479

REFERENCE

323616

ROLL NUMBER

21.24.010.007.07000.0000

ASSESSED OWNER

6086 MAYFIELD INC

PROPERTY DESCRIPTION

6086 MAYFIELD RD CALEDON
ALBION CON 1 PT LOT 1

PENALTY/INTEREST OF

1.250 %

HAS BEEN CALCULATED AS OF THE DATE THIS
CERTIFICATE IS ISSUED

Taxes currently paid via Arrears Monthly - 15th Day PAP
Plan. Next withdrawal is 03/15/2025 for \$16,679.00.

TAX ARREARS

Statement showing arrears of taxes on the above lands.

YEAR	TAXES LEVIED	TAXES OUTSTANDING	INTEREST	ARREARS OUTSTANDING
2024	110,764.39	110,788.39	12,358.05	123,146.44
2023	66,233.46	228.74	48.15	276.89
2022+	229,560.91	0.00	0.00	0.00

STATEMENT OF CURRENT TAXES

STATEMENT OF CURRENT TAXES							
CURRENT LEVY		INSTALMENT DUE DATES AND AMOUNTS				CURRENT OUTSTANDING	
INTERIM	54,571.23	2025/03/06	27,286.23	2025/05/01	27,285.00	TAX	54,571.23
FINAL	0.00					OTHER CHARGES	0.00
SUPP/ADJ	0.00					PENALTY	0.00
TOTAL	54,571.23					TOTAL CURRENT	54,571.23

TOTAL OUTSTANDING**177,994.56**

I hereby certify that the above statement shows all arrears of taxes against the above lands.

1. THIS CERTIFICATE IS VALID FOR 30 DAYS FROM DATE OF CERTIFICATION.
2. This Certificate does not include any arrears of Water or Hydro Service to the property not added to the tax roll at this date. Contact Hydro One 1-888-664-9376 and Region of Peel Water (905) 791-7800.
3. Nor does it include any direct services to the property not added to the Tax Roll at this date, such as work orders involving weed cutting charges, demolition, clean-ups etc.
4. Tax levy to date does not include subsequent Supplementary Tax Bills that may be levied and added under Section 33 and 34 of the Assessment Act as amended nor does it include adjustments that may be made under the Municipal Act and the Assessment Act.
5. Any Credit Balance appearing on this Certificate is not verified. No adjustment should be made unless the Credit Balance is a known and acknowledged overpayment.
6. If taxes are not paid by the due date, a penalty of 1.25% will be charged on the day following the due date. An additional 1.25% per month interest charge will be added to outstanding taxes on the first of each month.
7. Tax payments are applied to the account in accordance with Section 347 of the Municipal Act, 2001. Where tax accounts are in arrears, payments received are applied to outstanding penalty and interest charges first. The remainder of the payment is applied to the oldest outstanding taxes. The unpaid balance shown on the Certificate is the amount due, only if paid on or before the last working day of the month of issue.
8. These charges do not include Local Improvements which are proposed for which construction has not commenced or Local Improvements which have been constructed but not levied.
9. The information included in this Certificate is based on payments being correctly applied to the account and clearing at their Financial

[Signature] 81

For The Town Treasurer

LOCAL IMPROVEMENTS ASSESSED TO THIS PROPERTY TO DATE INCLUDE

CODE	DESCRIPTION	AMOUNT	EXPIRY

Tax Arrears Pre-Authorized Payment Plan Agreement

The Pre-Authorized Payment Plan for tax arrears is customized to have you become current with your property taxes within a period of 3 years. In order to enroll you must be the property owner and are required to enter into this Agreement and accept the Terms and Conditions as set out below.

TERMS AND CONDITIONS:

1. The maximum term of Tax Arrears Pre-Authorized Payment (PAP) Plan Agreement is **3 years**. The required payment amounts will be determined by the Town and will include past property tax arrears, any applicable penalties and interest, and estimated current / ongoing property taxes.
2. PAP withdrawals will start on the **first business day of each month** and will continue on a **monthly basis** for the term of the Agreement.
3. The Town reserves the right to recalculate the monthly payments annually to reflect any changes in assessment value or property tax rates. Changes in property assessment may change the length of this payment plan.
4. The Property Owner can make additional payments or a lump sum payment on their account at any time.
5. In the event that two consecutive monthly payments are not paid in full as required by this Agreement, those outstanding amounts must be paid in full on or before the first day of the third month or the Property Owner will be deemed to be in default of the Tax Arrears PAP Plan Agreement.
6. Provided that the Property Owner has entered into the Tax Arrears PAP Plan Agreement and is not in default of the Agreement, the Town will not register a Tax Arrears Certificate against title to the property.
7. In the event that the Property Owner is in default of the Tax Arrears PAP Plan Agreement, the Town may terminate this Agreement immediately without further notice to the Property Owner. The Town may then register a Tax Arrears Certificate against title to the property, which could result in the sale of the property for tax arrears in accordance with the provisions of the *Municipal Act, 2001*.
8. Payments made under this plan will be applied to the outstanding account balance in accordance with the *Municipal Act, 2001*.
9. All applicable late payments charges, penalties and interest will continue to be applied to the outstanding property tax arrears until the account balance is brought to zero.

10. In the event that the Property Owner wishes to terminate the Tax Arrears PAP Plan Agreement or if their banking information has changed, the Property Owner must notify the Town of Caledon Tax Department in writing at least 30 days prior to the next payment.
11. Once the Property Owner's tax arrears have been paid in full and their account is current, this Agreement will automatically be converted to the Town's regular monthly PAP Plan unless the Property Owner terminates this Agreement in writing.

I am/We are the Property Owners of the property identified by the Assessment Roll Number set out below. I/We have read, understood and accept the Terms and Conditions set out herein and by submitting this completed form, I am/we are entering into a Tax Arrears PAP Plan Agreement with The Corporation of the Town of Caledon.

Assessment Roll Number: 2124.010.007.07000

Initial Withdrawal Amount: \$16,679.00

Starting Date: March 15, 2025

Name(s): 6086 Mayfield Inc.

Address: 6086 Mayfield Rd.

Telephone Number: 905-951-4500

Email: satbir@falconxpress.ca; Manbir Sidhu <manbir@falconxpress.ca>

Signature(s): Satbir Sidhu

Date: Feb 10 2025

I/We agree to bound by the Terms and Conditions of the Tax Arrears PAP Plan Agreement and hereby authorized the Town of Caledon to begin deductions for payment of my/our tax account for the amount specified above, and for future monthly payment amounts as calculated by the Town in Accordance with the Terms and Conditions, throughout the term of this Agreement.

I/We hereby authorize my bank to debit my/our account each month for all payments payable to The Corporation of The Town of Caledon in accordance with this Agreement. I/We will ensure that there are sufficient funds in my/our account each month when the payment is due to cover the PAP withdrawal amount throughout the term of this Agreement. I/We understand and agree that insufficient funds will result in applicable finance charges that I/we will be responsible for paying and that will be added to the property tax account.

The Town of Caledon provides this Pre-Authorized Debit Program plan in accordance with the rules established by the Canadian Payment Association (CPA). Personal information on this form is collected under the authority of the *Municipal Freedom of Information and Protection of Privacy Act*, and will be used for the pre-authorized payment process. Questions about this collection should be directed to the Municipal Freedom of Information Coordinator, 6311 Old Church Road, Caledon ON L7C 1J6, 905.584.2272.

I/We understand and agree that this Agreement will remain in effect until terminated by either party in accordance with the Terms and Conditions of this Agreement.

**THIS IS EXHIBIT "E" REFERRED TO IN THE AFFIDAVIT OF SATBIR
SIDHU SWORN BEFORE ME ON MAY 28, 2025**

A handwritten signature in blue ink, consisting of stylized, overlapping loops and strokes, positioned above a horizontal line.

A Commissioner for taking affidavits

E I

Micheal Simaan

From: Hossie, Brian (713) <b.hossie@daimlertruck.com>
Sent: May 27, 2025 4:57 PM
To: Satbir Sidhu
Cc: Jarnail Sidhu; Abu-Qube, Mohammad (713)
Subject: RE: Payment Delay / 2593548 Ontario Inc., Falcon Xpress Transportation Group Inc., and Jarnail Sidhu

Satbir,

As discussed, presently the outstanding balance under 2593548 Ontario Inc., Falcon Xpress Transportation Group Inc. is;

- Approximately \$9.6MM
- 45 accounts and 84 units financed

If a more exact/specific amount is needed, please do not hesitate to reachout,

Thanks,

Brian Hossie

District Finance Manager

Daimler Truck Financial Services Canada Corporation
 2680 Matheson Blvd. East, Suite 202
 Mississauga, ON L4W 0A5

Tel: 437-286-8599
 Email: b.hossie@daimlertruck.com
www.daimler-truckfinancial.com



From: Satbir Sidhu <satbir@falconxpress.ca>
Sent: May 27, 2025 4:03 PM
To: Hossie, Brian (713) <b.hossie@daimlertruck.com>
Cc: Jarnail Sidhu <Jarnail@falconxpress.ca>
Subject: RE: Payment Delay / 2593548 Ontario Inc., Falcon Xpress Transportation Group Inc., and Jarnail Sidhu

Good Afternoon Brian,

Could you please confirm the total outstanding balance for our truck leases?

Thank you

Sincerely,



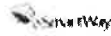
Satbir Sidhu | Operation Manager

Falcon Xpress Transportation Group Inc | Working Together, To Serve Your Transportation Needs

6086 Mayfield Rd, Caledon East ON, L7C 0Z7, Canada

E: satbir@falconxpress.ca | W: falconxpress.ca

T: 905-951-4500 x 223 | F: 905-951-6474



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 Please consider the environment before printing this email.

From: Hossie, Brian (713) <b.hossie@daimlertruck.com>

Sent: Thursday, May 22, 2025 9:18 PM

To: Satbir Sidhu <satbir@falconxpress.ca>

Cc: Jarnail Sidhu <Jarnail@falconxpress.ca>

Subject: RE: Payment Delay / 2593548 Ontario Inc., Falcon Xpress Transportation Group Inc., and Jarnail Sidhu

Good evening Satbir,

Thanks for the email, I will forward your email to our Operations Team, if there is any additional information needed I will get back to you ASAP.

Thanks,

Brian Hossie

District Finance Manager

Daimler Truck Financial Services Canada Corporation

2680 Matheson Blvd. East, Suite 202

Mississauga, ON L4W 0A5

Tel: 437-286-8599

Email: b.hossie@daimlertruck.com

www.daimler-truckfinancial.com



DAIMLER TRUCK
Financial Services

From: Satbir Sidhu <satbir@falconxpress.ca>
Sent: May 22, 2025 8:18 PM
To: Hossie, Brian (713) <b.hossie@daimlertruck.com>
Cc: Jarnail Sidhu <Jarnail@falconxpress.ca>
Subject: Payment Delay

Good Evening Brian,

I hope you have been well!

As you are aware, we were placed in receivership since our refinancing didn't occur on time. However the refinancing is still occurring and we anticipate putting all this behind us by next week

We would appreciate if auto payments can be stopped for approx. 2-3 weeks, if everything is back to normal before then, we will advise you so auto payments can resume.

We appreciate your support during this time and greatly value our long lasting partnership with yourself and Daimler

Thank you and have a great night!

Sincerely,



Satbir Sidhu | Operation Manager

Falcon Xpress Transportation Group Inc | Working Together, To Serve Your Transportation Needs

6086 Mayfield Rd, Caledon East ON, L7C 0Z7, Canada

E: satbir@falconxpress.ca | W: falconxpress.ca

T: 905-951-4500 x 223 | F: 905-951-6474



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If you are not the addressee, please inform us immediately that you have received this e-mail by mistake, and delete it. We thank you for your support.

E 4

Micheal Simaan

From: Manbir Sidhu <manbir@falconxpress.ca>
Sent: May 27, 2025 12:07 PM
To: Satbir Sidhu
Subject: FW: *Urgent* Clarification on Buyout for Lease No. 50013255

Kindly,



Manbir Sidhu | Administrative Assistant

Falcon Xpress Transportation Group Inc | Working Together, To Serve Your Transportation Needs

6086 Mayfield Rd, Caledon East ON, L7C 0Z7, Canada

E: payable@falconxpress.ca | W: falconxpress.ca

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From: Godwin P <godwinp@benningtonfinancial.ca>
Sent: Tuesday, May 27, 2025 12:05 PM
To: Manbir Sidhu <manbir@falconxpress.ca>
Cc: Jarnail Sidhu <Jarnail@falconxpress.ca>
Subject: RE: *Urgent* Clarification on Buyout for Lease No. 50013255

Good afternoon, Manbir,

As discussed, I have held off escalation until June 13th . Please get back to me at your earliest

Regards ,

Godwin
 Manager, Collections



102-1465 North Service Rd E
Oakville, ON
L6H 1A7



Tel 905 901 6282
Toll Free 1 844 223 2372
Fax 1 866 405 5797

From: Manbir Sidhu <manbir@falconxpress.ca>
Sent: May 27, 2025 11:55 AM
To: Godwin P <godwinp@benningtonfinancial.ca>
Cc: Jarnail Sidhu <Jarnail@falconxpress.ca>
Subject: RE: *Urgent* Clarification on Buyout for Lease No. 50013255

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Godwin,

Thank you for taking my call this morning.

As discussed, payment for the arrears for lease no. 50013255 will be delayed until June 13, 2025.

We understand that a short delay in payment has been acknowledged. Our intention is to resume regular payment terms once things stabilize.

Thank you again for your patience and understanding.

Kindly,



Manbir Sidhu | Administrative Assistant

Falcon Xpress Transportation Group Inc | Working Together, To Serve Your Transportation Needs

6086 Mayfield Rd, Caledon East ON, L7C 0Z7, Canada

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From: Godwin P <godwinp@benningtonfinancial.ca>
Sent: Tuesday, May 27, 2025 10:47 AM
To: Manbir Sidhu <manbir@falconxpress.ca>
Cc: Jarnail Sidhu <Jarnail@falconxpress.ca>
Subject: RE: *Urgent* Clarification on Buyout for Lease No. 50013255

Good afternoon,

Attached is the agreement and the statement of account. The term was for 50 months with the maturity date of May 14, 2025

Regards

Godwin

Manager, Collections



An Equitable Bank Company



102-1465 North Service Rd E
 Oakville, ON
 L6H 1A7



Tel 905 901 6282
 Toll Free 1 844 223 2372
 Fax 1 866 405 5797

From: Manbir Sidhu <manbir@falconxpress.ca>
Sent: May 27, 2025 10:41 AM
To: Godwin P <godwinp@benningtonfinancial.ca>
Cc: Jarnail Sidhu <Jarnail@falconxpress.ca>
Subject: *Urgent* Clarification on Buyout for Lease No. 50013255

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Godwin,

I am reaching out in regards to the attached buyout received for lease no. 50013255

Could you please clarify how the buyout amount was calculated?

As per the lease agreement, this lease was to end in February 2025. Payments have continued up until April 15, 2025.

I understand payments NSF'd for the months of June, July and October of 2024. However, as payments have been processed up until April of this year, I was under the impression that the arrears would be cleared.

I would greatly appreciate it if you could please give me a call **today**, as this matter is urgent.

Kindly,



Manbir Sidhu | Administrative Assistant

Falcon Xpress Transportation Group Inc | Working Together, To Serve Your Transportation Needs

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**THIS IS EXHIBIT "F" REFERRED TO IN THE AFFIDAVIT OF SATBIR
SIDHU SWORN BEFORE ME ON MAY 28, 2025**

A handwritten signature in blue ink, consisting of stylized, overlapping loops and strokes, positioned above a horizontal line.

A Commissioner for taking affidavits

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 4

Properties

PIN 14213 - 0093 LT **Interest/Estate** Fee Simple
Description PT LT 16 CON 11 ND TORONTO GORE AS IN RO602061 ; BRAMPTON
Address 11462 COLERAINE DR
BRAMPTON

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name FALCON INVESTMENT GROUP INC.
Address for Service 17269 Airport Road
Caledon, Ontario
L7K 2J9

I, Jarnail Singh Sidhu, have the authority to bind the corporation.

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

Chargee(s)**Capacity****Share**

Name MUSCILLO, CARMELLA
Address for Service C/O Bulk Transfer Systems Inc.
11339 Albion Vaughan Rd
Kleinburg, ON L0J 1C0

Provisions

Principal \$17,500,000.00 **Currency** CDN
Calculation Period Monthly, not in advance
Balance Due Date 2026/05/26
Interest Rate 4.0% per annum
Payments \$58,333.34
Interest Adjustment Date 2021 05 26
Payment Date INTEREST ONLY on the 26th day of each month
First Payment Date 2021 06 26
Last Payment Date 2026 05 26
Standard Charge Terms 200033
Insurance Amount Full insurable value
Guarantor

Additional Provisions

See Schedules

Signed By

Dawn Elizabeth Bailey

3600-22 Adelaide Street West
Toronto
M5H 4E3

acting for
Chargor(s)

Signed 2021 05 26

Tel 416-865-6600

Fax 416-865-6626

LRO # 43 Charge/Mortgage

Registered as PR3840324 on 2021 05 27 at 13:33

96

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 4

Fees/Taxes/Payment

Total Paid \$65.30

File Number

Chargor Client File Number : GR 90053

Chargee Client File Number : 13327

VTB MORTGAGE SCHEDULE

This schedule is attached to and shall be incorporated into the charge/mortgage of land (the "**VTB Mortgage**") between Falcon Investment Group Inc. (the "**Chargor**") and Carmella Muscillo (the "**Chargee**") affecting the lands and premises more particularly described in the Properties Section to which this document is attached (the "**Property**"). Unless otherwise expressly defined, capitalized terms utilized herein shall have the meanings ascribed to them in the agreement of purchase and sale between the Chargee, as vendor, and Sidhu In Trust to be incorporated (the "**Original Purchaser**"), as purchaser, as amended from time to time (collectively, the "**Purchase Agreement**"), as adopted by the Chargor, as purchaser, by an adoption agreement between the Original Purchaser and the Chargor (the "**Purchase Agreement**").

1. The principal amount of the VTB Mortgage together with any accrued and unpaid interest thereon as provided herein shall mature and become due and payable on the date which is five (5) years from the date hereof (the "**Maturity Date**"), being May 26, 2026.
2. The VTB Mortgage shall bear interest at the rate of four percent (4%) per annum, payable monthly not in advance, on an interest basis only.
3. The outstanding indebtedness from time to time of the VTB Mortgage shall be paid on or before the Maturity Date in accordance with the terms set out in the VTB Mortgage.
4. The VTB Mortgage shall be subject to the standard charge terms filed pursuant to the *Land Registration Reform Act* (Ontario) as No. 200033 (the "**Standard Charge Terms**") and shall contain the additional provisions as set out herein.
5. The Chargor hereby acknowledges, and represents and warrants in favour and without limiting the generality of Section 17 of the **Standard Charge Terms** which are incorporated into this VTB Mortgage by reference, the Chargor shall not demolish any building located on the Premises during the term of the VTB Mortgage.
6. The Chargor shall pay on each of the second (2nd), third (3rd) and fourth (4th) anniversary of the date hereof, a sum in the amount of \$1,000,000.00 of the VTB Mortgage. Notwithstanding the foregoing, the Chargor shall have the right to pay an amount greater than \$1,000,000.00 on each of the second (2nd), third (3rd) and fourth (4th) anniversary of the date hereof.
7. The Chargor shall not grant any additional charges on the Property or otherwise further encumber the Property.
8. In the event that the Chargor sells, conveys, transfers, assigns or exercises a power of appointment with respect to the Property or any part thereof to a purchaser, transferee or assignee or in the event of a change of control of the Chargor as defined in the *Business Corporations Act* (Ontario), the entire principal sum and interest hereby secured shall, at the option of the Chargee, forthwith become due and payable.
9. It is hereby agreed that any time and from time to time when there shall be default under the provisions of the VTB Mortgage, the Chargee may, with or without entry into possession of the Property or any part thereof, and whether before or after such entry into possession, appoint a receiver or manager, or receiver and manager (the "**Receiver**") of the Property or any part thereof and of the rents and profits thereof or of only the rents and profits thereof, and with or without security, and may from time to time by similar writing remove any Receiver with or without appointing another in his stead and, in making such appointment or removal, the Chargee shall be deemed to be acting as the agent or attorney for the Chargor. Upon the appointment of any Receiver or Receivers from time to time, the following provisions shall apply:
 - (a) a statutory declaration of the Chargee as to default under the VTB Mortgage shall be conclusive evidence thereof for the purposes of the appointment of a Receiver;
 - (b) every Receiver shall be the agent or attorney of the Chargor (whose appointment as such shall be revocable only by the Chargee) for the collection of all rents and profits falling due and becoming payable in respect of the Property or any part thereof whether in respect of any tenancies created in priority to the VTB Mortgage or subsequent thereto, or otherwise;
 - (c) every Receiver may, in the discretion of the Chargee, be vested with all or any of the powers and

- (h) every such Receiver shall from time to time have the power to lease any portion of the Property which may become vacant, for such term and subject to such provisions as it may deem advisable or expedient, subject to the restrictions on leasing contained in any existing leases or arrangements to lease affecting any of the Property, and in so doing, every Receiver shall act as the attorney or agent of the Chargor and shall have the authority to execute under seal any lease of any such premises in the name of and on behalf of the Chargor, and the Chargor agrees to ratify and confirm whatever any Receiver may do in the Property;
 - (i) every Receiver may make such arrangements, at such time or times as it may deem necessary without the concurrence of any other persons, for the repairing, finishing, adding to, or putting in order of the Property, including without restricting the generality of the foregoing, completing the construction of any building or buildings, structures, services or improvements on the Property left in an unfinished state, and constructing or providing for leasehold improvements notwithstanding that the resulting cost may exceed the principal amount and the Receiver shall have the right to register plans or subdivision and condominium declarations and descriptions in respect of the Property as well as the right to take possession of and use or permit others to use all or any part of the Chargor's materials, supplies, plans, tools, equipment (including appliances on the Property) and property of every kind or description;
 - (j) every Receiver shall have full power to manage, operate, amend, repair or alter the Property the buildings and improvements thereon or any part thereof in the name of the Chargor for the purpose of obtaining real and other income from the Property or any part thereof;
 - (k) no Receiver shall be liable to the Chargor to account for monies other than monies actually received by it in respect of the Property and out of such monies so received from time to time every Receiver shall, in the following order pay:
 - (i) its remuneration aforesaid;
 - (ii) all obligations, costs and expenses made or incurred by it, including but not limited to, any expenditures in connection with the management, operation, amendment, repair, construction or alteration of the Property or any part thereof; and
 - (iii) interest, principal and other monies which may, from time to time, be or become mortgaged upon the Property in priority to the VTB Mortgage including all taxes.
10. The Chargor hereby acknowledges, and represents and warrants in favour that there are no holdbacks, set-offs and/or undisclosed equities existing between the Chargee and the Chargor, and that under no circumstances shall the Chargor have any holdback or set-off rights in respect of the amounts payable and other obligations owing under this VTB Mortgage.
 11. It is a condition of the VTB Mortgage that the Chargor deliver on the date hereof twelve (12) post-dated cheques in respect of the anticipated monthly payments for the first (1st) year of the term of the VTB Mortgage.
 12. The Chargor shall deliver on or prior to the date hereof evidence of insurance naming the Chargee as first loss payee and in accordance with Section 16 of the Standard Charge Terms, which insurance shall be subject to the review and approval of the Chargee's insurance consultant.
 13. The VTB Mortgage shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
 14. In the event of any discrepancy between the provisions contained in this Schedule and the provisions contained in Standard Charge Terms, the Chargee shall determine which shall prevail.
 15. The Chargee shall have the right to assign its interest in this VTB Mortgage, subject only to notifying the Chargor of such assignment.
 16. Any notice, direction or other instrument required or permitted to be given under the provisions of this VTB Mortgage shall be in writing and may be given by delivering same or mailing same or sending same by facsimile or other similar form of communication, in each case addressed to the Chargor or the Chargee on the address noted on the first page of this VTB Mortgage, as applicable. Any notice, direction or

**THIS IS EXHIBIT "G" REFERRED TO IN THE AFFIDAVIT OF SATBIR
SIDHU SWORN BEFORE ME ON MAY 28, 2025**

A handwritten signature in blue ink, appearing to be 'J. R.', is written over a horizontal line.

A Commissioner for taking affidavits

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 8

Properties

PIN 14213 - 0093 LT Interest/Estate Fee Simple
Description PT LT 16 CON 11 ND TORONTO GORE AS IN RO602061 ; BRAMPTON
Address 11462 COLERAINE DR
BRAMPTON

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name FALCON INVESTMENT GROUP INC.
Address for Service 17269 Airport Road Caledon, Ontario
L7K 2J9

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

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

Chargee(s)

Capacity

Share

Name 2303515 ONTARIO INC.
Address for Service 11339 Albion Vaughan Road, Kleinburg, Ontario L0J 1C0

Statements

Schedule: See Schedules

Provisions

Principal	\$6,000,000.00	Currency	CDN
Calculation Period	Interest Only, Monthly		
Balance Due Date	September 1, 2023		
Interest Rate	9.0%		
Payments	\$45,000.00		
Interest Adjustment Date	2022 09 01		
Payment Date	1st day of each and every month		
First Payment Date	2022 10 01		
Last Payment Date	2023 09 01		
Standard Charge Terms	200033		
Insurance Amount	Full insurable value		
Guarantor	Jarnail Singh Sidhu		

Signed By

James Barry Botnick

53-2300 Finch Ave. W.
North York
M9M 2Y3

acting for
Chargor(s)

Signed 2022 08 10

Tel 416-741-3584

Fax 416-741-3529

I have the authority to sign and register the document on behalf of the Chargor(s).

LRO # 43 Charge/Mortgage

Registered as PR4100617 on 2022 08 15

101
at 14:11

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 8

File Number

Chargee Client File Number :

223070

SCHEDULE A
(10) ADDITIONAL PROVISIONS

A. POST-DATED CHEQUES

If requested by the Chargee, the Chargor shall forthwith deliver to the Chargee monthly post-dated cheques to each named lender/Chargee, representing all payments due under the Charge, failing which the Chargor shall be in default under the Charge.

B. Intentionally Deleted

C. INTEREST RATE

Interest shall accrue at the rate of Nine percent (9.0%) per annum on the full principal amount or such amount thereof as shall have been by the Chargee advanced and shall be payable in equal monthly instalments of interest only on each payment date. The interest rate shall be calculated as set out herein, after and before maturity, in default, and in judgement.

D. TERM OF LOAN & PRE-PAYMENT

The Charge shall mature one (1) year from the interest adjustment date and shall be closed. Provided that the Chargor is not in default under the Charge, the Chargor shall be permitted to pay out the Charge in full on any payment date following the initial six months after the Interest Adjustment Date, and upon delivery of thirty (30) days prior written notice to the Chargee, and upon payment of three (3) month's interest bonus.

E. ALIENATION CLAUSE

This Charge is non transferable, and the transfer, sale or other conveyance of the property; or a change in the voting control of the corporate Chargor; or the property being further encumbered by any form of lien, mortgage, charge, or execution during the currency of the herein Charge; shall constitute a default under the Charge, and at the Chargee's option, the principal sum secured together with all interest accruing or to accrue until maturity, together with three (3) months interest bonus, shall become immediately due and payable to the Chargee.

F. ABANDONMENT

The Chargee shall be entitled, but not required, to immediately take possession of the property if the Chargor is in default and the property has been vacant for three (3) consecutive days. The Chargee shall be entitled, but not required, to at any time take immediate possession of the property for the purpose of preventing damage or waste from occurring on or to the property.

The Chargor covenants not to use the property as a waste disposal site or for the storage of an toxic or hazardous substances, and not to demolish or remove any buildings or structures now, or in the future, situated on the property, or undertake any construction, development, and/or renovations at the property without the Chargee's prior written consent, which consent shall not be unreasonably withheld. Prior to the Chargee delivering consent the Chargee may require delivery of copies of all permits and related plans, studies, drawings, and documents in respect of the proposed construction, development and/or renovations. Chargor shall be responsible for any consultant and/or legal fees of the Chargee in respect of the Chargee's review of the documents delivered in respect of the proposed construction, development, and/or renovations, and may be required to place a performance bond or such other security as may be required by the Chargee.

G. RETURNED OR LATE PAYMENTS

In the event that any payments due under the Charge are not honoured when presented for payment to the financial institution upon which they are drawn upon, or in the event that any payment is received late or sufficient post-dated cheques have not been provided pursuant to sub-section A above, the Chargor shall pay to the Chargee for each late delivery or returned payment or written request with respect thereto, the sum of \$500.00, as a servicing fee being a liquidated amount to cover the Chargee's administrative and bookkeeping costs. In the event that the late/dishonored payment is not replaced/delivered within three days from its due date, the Chargee shall be entitled to a further servicing fee of \$500.00 for each written request which may be necessitated by the Chargor not delivering/replacing the late/dishonoured payment. The aforementioned fee for such period(s) as it remains unpaid shall become part of the principal sum secured and shall bear interest at the interest rate set forth in the Charge.

J. OBLIGATIONS JOINT AND SEVERAL

Where there is more than one Chargor and/or Guarantor, the obligations of each such Chargor and or Guarantor shall be joint and several. The word Chargor and/or Guarantor shall be interpreted to include the plural, masculine or feminine as applicable. The terms and provisions contained herein shall be binding upon the borrowers and guarantors, and his/her/its heirs, executors, administrators, successors and assigns, and shall enure to the benefit of and be enforceable by the Chargee, his/her heirs, executors, administrators, successors, and assigns.

K. RENEWAL

If not expressly renewed in writing prior to the maturity date of the Charge, and absent written notice to the contrary to the Chargor, the within Charge shall be automatically renewed for a further one (1) month from the maturity date on the same terms and conditions save and except for the interest rate shall be Eighteen Percent (18%) per annum. Thereafter the Charge shall be due and payable in full upon the new maturity date. Any subsequent Charge shall be considered to have postponed his/her/its Charge and shall not be entitled to any notice of any change in such interest rate, principal amount or other terms. In the event that the Chargor fails to fully pay out the Charge upon the maturity, the Chargor shall be responsible to pay a fee equal to three months interest together with applicable per diem interest, costs, and late fees.

L. TAXES AND INSURANCE

The Chargor shall upon demand from the Chargee, and in any event quarterly from the IAD, deliver to the Chargee evidence that property taxes and utilities have been paid in full, as well as confirmation that the property is insured for fire in an amount equal to the principal sum secured under the within mortgage, and insurance for liability, bodily harm, and property damage in a minimum amount satisfactory to the Chargee, together with such other insurance as may be required by the Chargor from time to time, which policy(s) of insurance shall note the interests of the Chargee as loss payee. The Chargee covenants to pay all insurance premiums, utility bills, and property tax accounts on or before their due date. The Chargor's failure to pay insurance premiums, utility accounts, common expenses or property tax accounts, or to provide confirmation of taxes and insurance as aforesaid, shall constitute a default under the herein Charge and at sole option of the Chargee the entire principal balance outstanding under the within Charge together with all interest accruing thereon shall become due and owing, together with three months interest bonus. The policies of insurance required hereunder shall be maintained by the Chargor from the commencement of the term of the Charge and until such time as the Charge is discharged.

M. CHATTELS AND FIXTURES:

All chattels, fixtures, appliances, heating/cooling systems, plumbing systems, ventilation systems, erections, and improvements fixed or otherwise now on or hereafter placed or installed upon the property and belonging to the Chargors, and all apparatus and equipment relating thereto, are, and shall be, fixtures, and deemed a part of the realty secured under the Charge between the parties hereto, and shall form a portion of the security for the indebtedness secured under the Charge.

N. CONSTRUCTION ACT

If any amount of money is claimed in priority to this Charge pursuant to the Construction Act, or if the Chargee is obliged to pay any amounts owing under the said Act, the same may be added to the principal amount outstanding under the Charge together with a three month interest penalty and all associated legal costs of the Chargee.

O. BANKRUPTCY AND INSOLVENCY

The Chargor represents and warrants that he is not an "undischarged bankrupt" as defined in the Bankruptcy and Insolvency Act of Canada (the "Act"). In the event that the Chargor is an "undischarged bankrupt" then all amounts, whether principal, interest or otherwise, that may be owing including administration fees and bonuses, shall be immediately due and payable at the sole option of the Chargee.

The Chargor waives and releases any right that it may have to receive from the Chargee notice of intention to enforce security pursuant to the Act. This waiver and release shall not be deemed or interpreted to be a prior consent to earlier enforcement of a security within the meaning of the Act.

The Chargor acknowledges and agrees that notwithstanding any act of the Chargee by way of appointment of any person or persons for the purposes of taking possession of the property as agent on behalf of the Chargor or otherwise and notwithstanding the Chargee taking possession of the property itself pursuant to any rights that the Chargee may have with respect thereto, such possession shall not constitute the Chargee or any such person a receiver within the meaning of the Act, and that any and all requirements of Part XI of the Act as it may pertain to obligations of receivers shall not be applicable to the Chargee with respect to the transaction pursuant to which this

- (ii) To carry on or concur in carrying on the business of the Chargor, and to employ and discharge agents, workmen, accountants, and others upon such terms, and with such salaries, wages, or remuneration as the Receiver shall think proper, and to repair and keep in repair the charged lands, and to do all necessary acts and things for the protection and/or improvement of the property for the Chargor
- (iii) To sell or lease or concur in selling or leasing any or all of the charged lands, or any part thereof, and to carry any such sale or lease into effect by conveying in the name of or on behalf of the Chargor or otherwise; and any such sale may be made either at public auction or private sale as seen fit by the Receiver and such sale may be made from time to time as to the whole or any part or parts of the Property; and he may make any stipulations as to title or conveyance or commencement of title or otherwise which he shall deem proper; and he may buy or rescind or vary any contracts for the sale of any part of the Property and may resell the same; and he may sell any of the same on such terms as to credit or part cash and part credit or otherwise as shall appear in his sole opinion to be most advantageous and at such prices as can reasonably be obtained therefor and in the event of a sale on credit, neither he nor the Chargee shall be accountable for or charged with any monies until received;
- (iv) To make any arrangement or compromise which the Receiver may think expedient in the interest of the Chargee and to consent to any modification or change in or omission from the provisions of the Charge and to exchange any part or parts of the property for any other property suitable for the purposes of the Chargee and charged upon such terms as may seem expedient and either with or without payment or exchange of money or regard to the quality of the exchange or otherwise;
- (v) The Receiver shall be permitted but not required to complete any construction, renovation, or improvement to the property, and may utilize any tools, material, or supplies then at the property and any trades of the Chargor. The Receiver may in its sole discretion amend any plans, drawings, or designs, as shall be deemed necessary by the Receiver to effect a sale of the property on terms satisfactory to the Receiver. The Receiver is specifically relieved from any obligation to complete the property beyond the value of the sum necessary to complete a sale of the property and the payout of any encumbrance greater in priority to the within Charge. The Receiver shall be specifically permitted but not required to complete the property using the minimum requirements permitted by the building code and the Chargor's building permit.
- (vi) To borrow money to carry on business of the Chargor and to charge the whole or any part of the Property in such amounts as the Receiver may from time to time deem necessary and in so doing the Receiver may issue certificates that may be payable when the Receiver thinks expedient and shall bear interest as stated therein and the amounts from time to time payable under such certificates shall charge the Property in priority to the Charge;
- (vii) To execute and prosecute all suits, proceedings and actions which the Receiver in his opinion considers necessary for the proper protection of the Property, to defend all suits, proceedings and actions against the Chargor or the Receiver, to appear in and conduct the prosecution and defence of any suit, proceeding or action then pending or thereafter instituted and to appeal any suit, proceeding or action; and
- (viii) To execute and deliver to the purchaser of any part or parts of the Property, good and sufficient deeds for the same, the Receiver hereby being constituted the irrevocable attorney of the Chargor for the purpose of making such sale and executing such deed, and any such sale made as aforesaid shall be a perpetual bar both in law and equity against the Chargor, and all other persons claiming the said Property or any part of parcels thereof by, from, through or under the Chargor, and the proceeds of any such sale shall be distributed in the manner hereinafter provided.

And it is agreed that no purchaser at any sale purporting to be made in pursuant of the aforesaid power or powers shall be bound or concerned to see or inquire whether any default has been made or continued, or whether any notice required hereunder has been given, or as to the necessity or expediency of the stipulations subject to which sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such sale default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly and the remedy (if any) of the Chargor, or of any party claiming by or under it, in respect of any impropriety or irregularity whatsoever in any such sale shall be in damages only. The net profits of the business of the Chargor and the net proceeds of any sale of the Property or part thereof shall be applied by the Receiver subject to the claims of any creditors ranking in priority to the Charge:

- (i) Firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid including the reasonable remuneration of the Receiver and all amounts properly payable by him;
- (ii) Secondly, in payment of all costs, charges and expenses payable hereunder;
- (iii) Thirdly, in payment to the Chargee of all interest and arrears of interest and any other monies remaining unpaid

Q. ENVIRONMENTAL CONDITION and HAZARDOUS SUBSTANCES

The Chargor is maintaining and will continue to maintain the charged lands in conformity with all environmental legislation and neither the Chargor nor, to the best of the Chargor's knowledge, information, and belief, any prior owner of the charged lands has used the charged lands in violation of environmental laws. All future uses of the charged lands will be in compliance with relevant environmental laws and any clean-up measures will be in full compliance with all applicable laws at the sole costs of the Chargor. Any breach of the foregoing may constitute an event of default under the Charge.

As used in this clause, the following words have the following meanings:

"Hazardous Substance" means any substance or material that is prohibited, controlled, otherwise regulated by any governmental authority or is otherwise hazardous in fact, including without limitation contaminants, pollutants, asbestos, lead, urea formaldehyde foam insulation, polychlorinated by-phenyls or hydrocarbon products, any materials containing same or derivatives thereof, explosives, radioactive substances, petroleum and associated products, underground storage tanks, dangerous or toxic substances or materials, controlled products and hazardous wastes.

"Environmental Laws" means all present and future laws, standards and requirements relating to environmental or occupational health and safety matters, including those relating to the presence, release, reporting, licensing, permitting, investigation, disposal, storage, use, remediation, clean up or any other aspect, of a Hazardous Substance.

"Environmental Proceeding" means any investigation, action, proceeding, conviction, fine, judgement, notice, order, claim, directive, permit, license, approval, agreement or lien of any nature or kind arising under or relating to Environmental Laws.

The Chargee or agent of the Chargee, may at any time, before and after default, and for any purpose deemed necessary by the Chargee, enter upon the charged lands to inspect same and the buildings thereon. Without in any way limiting the generality of the foregoing, the Chargee (or his respective agents) may enter upon the charged lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Chargee and the cost of such testing, assessment, investigation or study, as the case may be, with interest at the interest rate specified in this Charge, shall be a charge upon the charged lands. The exercise of any of the powers enumerated in this clause shall not deem the Chargee or their respective agents to be in possession, management or control of the charged lands.

The Chargor represents and warrants that:

(a) it has not caused or permitted, and to the best of its knowledge, information and belief after making due inquiry, no other person has caused or permitted, any Hazardous Substance to be manufactured, refined, traded, transported or transformed to or from, handled, produced, processed, placed, stored, located or disposed of on, under or at the charged lands;

(b) it has no knowledge that any owner or occupier of any abutting or neighbouring properties has done any one or more of the matters or things prohibited by subparagraph (a) hereof;

(c) it and its tenants, invitees and other occupiers of the charged lands have and will at all times carry out, and to the best of their respective knowledge, information and belief after making due inquiry, all prior owners and occupiers of the charged lands have at all times carried out, all business and other activities upon the charged lands in compliance with all applicable laws intended to protect the environment including, without limitation, laws respecting the discharge, emission, spill or disposal of any Hazardous Substance;

(d) no order, direction, enforcement action or other governmental or regulatory action or notice, nor any action, suit or proceeding relating to any Hazardous Substance or the environment has been issued or is otherwise threatened or pending with respect to the charged lands;

(e) each of the representations and warranties set out herein shall remain true and accurate in all respects until all amounts secured hereunder are paid in full; and

(f) the Chargee may delay or refuse to make any advance to the Chargor if the Chargee believes that any of the representations and warranties set out herein were not true and accurate when made or at any time thereafter.

The Chargor, acting reasonably, shall permit the Chargee to conduct, at the Chargor's expense, any and all tests, inspections, appraisals and environmental audits of the charged lands so as to determine and ensure compliance with the provisions of the Charge including, without limitation, the right to conduct soil tests and to review and copy any records relating to the charged lands or the businesses and other activities conducted thereon at any time and from time to time. The Chargor agrees to indemnify and save harmless the Chargee and its officers, directors, employees, agents and shareholders from and against any and all losses, damages, costs, liabilities, claims, demands, judgments and expenses (including legal fees and disbursements on a solicitor and his own client basis) of any and every nature and kind whatsoever which at any time or from time to time may be paid or incurred by or asserted against any of them as a direct or indirect result of:

(a) the costs of defending, counterclaiming or claiming over against one or more third parties in respect of any action or matter; and

(b) any settlement of any action or proceeding entered into by the Chargee with the consent of the Chargor (which consent shall not be unreasonably withheld);

The above indemnity shall be applicable whether or not any such circumstances are disclosed by any environmental audit obtained by the Chargee prior to the advance of funds hereunder and whether or not caused by the Chargor or within its control,

The amount of any environmental claims if paid by the Chargee shall be added to the principal amount secured by this Charge and shall be payable forthwith with interest at the rate provided for in this Charge and such liability and indemnity shall survive repayment of the loan secured hereby, foreclosure upon this Charge, and any other extinguishing of the obligations of the Chargor under this Charge and any other exercise by the Chargee of any remedies available to it against the Chargor.

The provisions of all representations, warranties, covenants and indemnifications set out herein shall survive the release and discharge of this Charge and any other security held by the Chargee and repayment and satisfaction of the Loan secured by this Charge. The provisions of this indemnity shall enure to the benefit of the Chargee and its successors and assigns including, without limitation, any assignees of this Charge.

The balance outstanding together with interest shall, at the option of the Chargee herein, immediately become due and payable in full, including any unearned interest thereon

R. DEFAULT

The Chargee shall be entitled but not required to immediately enter onto the property at any time following a default by the Chargor under the within Charge. The Chargee shall be permitted but not required to complete any construction, renovation, or improvement to the property, and may utilize any tools, material, or supplies then at the property and any trades of the Chargor. The Chargee may in its sole discretion amend any permits, plans, drawings, or designs, as shall be deemed necessary by the Chargee to effect a sale of the property on terms satisfactory to the Chargee. The Chargee is specifically relieved from any obligation to complete the property beyond a value of the sum necessary to complete a sale of the property and the payout of any encumbrance greater in priority to the within Charge. The Chargee shall be specifically permitted but not required to complete the property using the minimum requirements permitted by the building code and the Chargor's building permit.

S. DELIVERY

The Chargor acknowledges having received and reviewed a copy of this Charge and Standard Charge Terms No. 200033 and agrees to be bound by the provisions of such documents. The full terms of the Conditional Mortgage Term Sheet/Commitment (the "Commitment"), shall be incorporated herein by reference. To the extent of any inconsistency between a provision contained in Standard Charge Terms No. 200033, this herein Schedule, the Commitment, or any other document or agreement delivered of the Chargor, such inconsistency shall be decided for the benefit of the Chargee, and the Chargee shall be entitled to choose such applicable interpretation, and the Chargee's decision in this regard shall be final and binding on all parties. The parties specifically agree that the terms and conditions set out in the Commitment and any security or other document delivered by the Chargor shall survive and not merge upon completion of the transaction, registration of the Charge or discharge of the Charge.

T. WAIVOR

The waiver by the Chargee of any breach of an obligation by the Chargor is not to be considered a waiver of any subsequent breach of the obligation or any other obligation. No obligation will be considered to have been waived by the Chargee unless such waiver is in writing delivered by the Chargee.

U. FEES

The Chargor covenants and agrees to pay to the Chargee its administration and/or servicing fees for the following matters in the amounts set forth:

(a) Any payments made pursuant to the Charge that reaches the Chargee after 1:00 pm (eastern time) on any business day, will be deemed to have been received on the next business day following the day on which the payments were received.

(b) An insurance default fee of \$1,000.00 for dealing with each cancelation, premium payment, or other non compliance with insurance obligations, and an insurance placement fee of \$1,000.00 in addition to any premium.

(c) For tax status, utility inquiry, or condominium Status Certificate the sum of \$500.00 plus the cost of obtaining a municipal tax certificate, utility certificate, or status certificate.

(d) For preparation of each Mortgage or Discharge Statement \$750.00 per property plus applicable local fees

- (i) To pay a fee of \$500.00 for each correspondence delivered to the Chargor by the Chargee's solicitor.
- (j) To pay \$350.00 to the Chargee for each hour or part thereof of administrative time spent by the Chargee or its agent in dealing with any matter under the within Charge, and/or issues of default, including time spent by the Chargee drafting correspondence to the Chargor, meeting with its lawyer, and such fees are exclusive of legal fees incurred by the Chargee.
- (k) Should the Chargee take any proceedings by reason of the Chargor's default, the Chargee shall be entitled to add to the Charge all costs associated therewith, together with three months interest bonus, which amounts shall be added to the principal sum secured and bear interest at the rate set forth herein, and shall be payable forthwith by the Chargor to the Chargee, and in default of payment the entire principal sum together with accrued interest and costs shall become payable at the option of the Chargee and any remedy hereby given or available at law may be exercised forthwith by the Chargee without notice.
- (l) The Chargor shall be responsible for the payment of any and all legal fees or disbursements charged to or incurred by the Chargee, and the same shall be added to the principal sum outstanding and paid by the Chargor on a full indemnity basis. The Chargor hereby waives any rights of assessment in respect of Chargee's legal expenses.
- (m) Such GST, RST, and/or HST as may be applicable.
- (n) Such other fees and expense as set out in the mortgage commitment or available at law.

V. SEVERABILITY

If in the event that any covenant, term, clause, or provision contained in the Charge is held to be invalid, illegal or unenforceable in whole or in part, then the validity, legality and enforceability of the remaining covenants, provisions, clauses, and terms shall not be affected or impaired thereby, and all such remaining covenants, provisions, clauses, and terms shall continue in full force and effect. All covenants, provisions, clauses, and terms hereof are declared to be separate and distinct covenants, provisions, clauses or terms as the case may be.

W. GUARANTOR

In consideration of the Chargee advancing the loan secured by the herein Charge to the Chargor, and the sum of Two (\$2.00) Dollars, the receipt and sufficiency of such consideration is hereby acknowledged by all parties, the Guarantor named herein does hereby covenant jointly and severally with the Chargor as principal debtor and not as surety, that he will pay and truly cause to be paid to the Chargee the full loan amount and interest hereby secured as and when such fall due, all condominium maintenance fees, taxes, rates, and assessments, municipal, local or parliamentary and otherwise which now or which may hereafter be imposed charged or levied upon the secured property, and the Guarantor will observe, keep, and perform the conditions and covenants herein contained by and on the part of the Chargor to be kept, performed and observed.

The Guarantor further covenants and agrees to and with the Chargee that should default be made hereunder and so often as the same may occur, the Guarantor will forthwith pay unto the Chargee the full amount or amounts that may be in default and the Guarantor specifically acknowledges and agrees that the Chargee shall not be required to exhaust all or any efforts and/or remedies to collect from any one Chargor prior to collecting from the Guarantor.

In the event that the principal sum secured under the within Charge is to be advanced in stages or is renewed or otherwise amended, the Guarantor named herein specifically acknowledges and agrees that the Chargee will be delivering such staged advance(s), renewal or amendment, without further notice to the Guarantor, and the Guarantor irrevocably consents to all future advances, renewals, and amendments under the herein Charge.

It is further agreed that the Chargee may at any time or times and from time to time extend the time for payment of any or all of the monies secured by this Charge or may refrain from enforcing payments thereof and may alter the terms and times of payment thereof or the rate or time of payment of interest thereon, and may release any part of the charged lands or any other person liable or any other covenant or any other security, collateral or otherwise, or otherwise deal with this Charge and with the Chargor, in whatsoever manner that the Chargee from time to time shall deem necessary in the Chargee's sole discretion without notice to the Guarantor, and without the consent of the Guarantor, and notwithstanding the same, the Guarantor shall remain fully liable under the foregoing covenants so long as any monies are remaining due or unpaid to the Chargee under the herein Charge. The Guarantor hereby expressly waives all notices of non-performance, non-payment, and non-observance on the part of the Chargor of the terms, covenants, and provisos contained in the within Charge.

The Guarantor acknowledges that this Charge would not have been entered into by the Chargee without the Guarantor's covenants and warranties, and the Guarantor hereby renounces any claims that he may have against the

**THIS IS EXHIBIT "H" REFERRED TO IN THE AFFIDAVIT OF SATBIR
SIDHU SWORN BEFORE ME ON MAY 28, 2025**

A handwritten signature in blue ink, consisting of stylized, overlapping loops and strokes, positioned above a horizontal line.

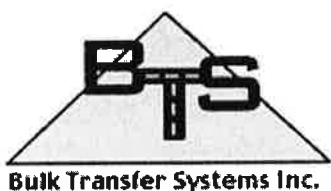
A Commissioner for taking affidavits

Micheal Simaan

From: Angelo Muscillo <AngeloM@bulktransfer.com>
Sent: May 27, 2025 12:51 PM
To: Satbir Sidhu
Cc: Dario Muscillo
Subject: RE: Payment Due May 26 2025

As discussed we are agreeable to extending the \$2,000,000 payment that is due today for an additional 6 to 12 months.

Thanks



Angelo Muscillo
Bulk Transfer Systems Inc.
Tel: (416) 798-7576 ext. 3311
Cell: (416) 771-7085

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SIDHU SWORN BEFORE ME ON MAY 28, 2025**



A Commissioner for taking affidavits

AMENDED AND RESTATED PROMISSORY NOTE

Principal Amount: \$13,362,561.95 CND & \$1,089,219.40 US

DUE DATE: January 15, 2026

For value received, the undersigned, FALCON XPRESS TRANSPORTATION GROUP INC., FALCON MOTOR XPRESS LTD., FALCON MOTOR FREIGHT LTD. 6080 MAYFIELD INC. (collectively, the **"Maker"**) hereby jointly and severally, promises to pay to, or to the order of 2438231 ONTARIO INC., BVD PETROLEUM INC., BVD EQUIPMENT FINANCE INC. collectively, (the **"Holder"**) at such other place as the Holder may designate from time to time to the Maker in writing the principal sum of **THIRTEEN MILLION THREE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED SIXTY-ONE DOLLARS AND NINETY-FIVE CENTS (\$13,362,561.95 CND) and ONE MILLION EIGHTY-NINE THOUSAND TWO HUNDRED NINETEEN DOLLARS AND FORTY CENTS (\$1,089,219.40 US)** (collectively the **"Principal Amount"**) together with interest on the Principal Amount or portion thereof remaining unpaid from time to time at the rate and calculated in the manner set out below.

The unpaid Principal Amount, together with accrued and unpaid interest thereof, shall be due and payable in full on January 15, 2026 (the **"Due Date"**). The unpaid Principal Amount hereof shall bear interest until the Due Date, and before and after default, at the rate of twelve (**12.00%**) percent per annum (the **"Applicable Rate"**), calculated and payable monthly not in advance.

1. The Maker acknowledges that the within Promissory Note is not transferable or assumable by any other party.
2. If there is any failure to pay the Principal Amount or the accrued interest when such payment is due, then, at the election of the Holder, the balance of the Principal Amount and all interest due under this Promissory Note shall immediately become due and payable.
3. All payments made under this Promissory Note, and any other payment which is accepted by the Holder from time to time, shall be applied first in satisfaction of any overdue interest, then in satisfaction of any accrued and unpaid interest, and finally the remaining portion of such payment shall be applied in satisfaction of the Principal Amount or any portion thereof then outstanding.
4. Interest at the Applicable Rate shall be calculated on interest which is overdue under this Promissory Note and shall be payable on demand.
5. The extension of the time for making any payment which is due and payable under this Promissory Note at any time or times, or the failure, delay or omission on the part of the Holder to exercise or enforce any rights or remedies of the Holder under this Promissory Note, shall not constitute a waiver of the right of the Holder to enforce such rights and remedies thereafter.
6. Upon default, this Promissory Note may be enforced in the courts of any province of Canada. This Promissory Note shall be construed in accordance with the laws of and applicable to the Province of Ontario, Canada.
7. The Maker, for itself and its successors and permitted assigns, hereby unconditionally and irrevocably waives any rights of set-off, netting, offset, recoupment, or similar rights that the Maker or any of its successors and permitted assigns has or may have with respect to the payment of the Principal Amount and interest due or to become due hereunder, or any other payments to be made by the Maker pursuant to this Promissory Note or any other document or instrument delivered by the Maker.

8. This Promissory Note is to be treated as a negotiable instrument and all persons are invited by the Maker to act accordingly. Presentment for payment, protest, notice of protest and notice of dishonour of this Promissory Note are all hereby waived. All payments shall be made by bank draft or certified cheque from the Maker's Canadian bank account.
9. This Promissory Note amends and supersedes the Promissory Note entered between FALCON XPRESS TRANSPORTATION GROUP INC., FALCON MOTOR XPRESS LTD., FALCON MOTOR FREIGHT LTD. and Holder dated December 20, 2024.
10. This Promissory Note amends and supersedes the Promissory Note entered between FALCON XPRESS TRANSPORTATION GROUP INC., FALCON MOTOR XPRESS LTD., FALCON MOTOR FREIGHT LTD. 6080 MAYFIELD INC. and Holder dated May 14, 2025.
11. Provision for Charge. This Promissory Note constitutes an agreement that provides for a charge to secure the payment of a debt or the performance of an obligation. The undersigned hereby charges, mortgages, assigns, hypothecates, and pledges the following property(ies):
1. 6086 MAYFIELD RD., CALEDON, ON, LEGALLY DESCRIBED AS PIN: 14348-0627 (LT) BEING PART OF LOT 1 CONCESSION 1 (GEOGRAPHIC TOWNSHIP OF ALBION) TOWN OF CALEDON BEING PART 1 ON 43R-41814; TOWN OF CALEDON), and
 2. 0 COLERAINE DR., BRAMPTON, ONTARIO, LEGALLY DESCRIBED AS PT LT 16 CON 11 ND TORONTO GORE AS IN RO741664; BRAMPTON- PIN: 14213-0092 (LT), REGISTERED AS INSTRUMENT PR4416406

(COLLECTIVELY THE "PROPERTY")

The above charge is in favour of the Lender, as and by way of a fixed and specific charge and mortgage, as security for the due and punctual payment of all principal and interest set out herein.

12. This Promissory Note may be executed by the parties in separate counterparts each of which when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single agreement among the parties. Execution of this Promissory Note by any of the parties may be evidenced by way of pdf, e-mail, other electronic means and fax, and such electronic or faxed execution shall be deemed to constitute the original signature of such party to this Promissory Note.

DATED this ____ day of MAY, 2025.

FALCON MOTOR EXPRESS LTD.
PER:

Jarnail Singh Sidhu, President
I have the authority to bind the corporation.

15114764 CANADA INC.
PER:

Jarnail Singh Sidhu, President
I have the authority to bind the corporation.

FALCON MOTOR FREIGHT LTD.
PER:

Jarnail Singh Sidhu, President
I have the authority to bind the corporation.

FALCON XPRESS TRANSPORTATION GROUP INC.
PER:

Jarnail Singh Sidhu, President
I have the authority to bind the corporation.

6086 MAYFIELD INC.

PER:

Jarnail Singh Sidhu, President

I have the authority to bind the corporation.

Witness:

Jarnail Singh Sidhu

**THIS IS EXHIBIT "J" REFERRED TO IN THE AFFIDAVIT OF SATBIR
SIDHU SWORN BEFORE ME ON MAY 28, 2025**

A handwritten signature in blue ink, consisting of several loops and strokes, positioned above a horizontal line.

A Commissioner for taking affidavits

J 1

Micheal Simaan

From: Jeff Ives <jeffi@ivesinsurance.com>
Sent: May 22, 2025 1:32 PM
To: Manbir Sidhu
Cc: Jarnail Sidhu; Satbir Sidhu
Subject: RE: Payment Processing Delay

Good afternoon Manbir,

Further to your email, please note that Ives is aware of the current delay in payment. We will stay in contact with you while this is being resolved.

Thanks Manbir,

Jeff Ives
 President
 Ives Insurance

☎ [226.793.3013](tel:226.793.3013)
 📠 [519.776.7371 x219](tel:519.776.7371x219)
 ✉ jeffi@ivesinsurance.com
 🌐 ivesinsurance.com
 📍 347 Maidstone Avenue E, Essex, ON, N8M 2Y4



From: Manbir Sidhu <manbir@falconxpress.ca>
Sent: Tuesday, May 20, 2025 1:25 PM
To: Jeff Ives <jeffi@ivesinsurance.com>
Cc: Jarnail Sidhu <Jarnail@falconxpress.ca>; Satbir Sidhu <satbir@falconxpress.ca>
Subject: Payment Processing Delay

Hello,

Thank you for your continued support as we navigate this challenging time. As discussed over the phone, and with your confirmation, we understand that a short delay in payment has been acknowledged. Our intention is to resume regular payment terms once things stabilize.

We anticipate having everything sorted by the end of this week and will keep you updated.

Thank you again for your patience and understanding.

Kindly,

Manbir Sidhu | Administrative Assistant



Falcon Xpress Transportation Group Inc | Working Together, To Serve Your Transportation Needs

6086 Mayfield Rd, Caledon East ON, L7C 0Z7, Canada

E: payable@falconxpress.ca | W: falconxpress.ca

T: 905-951-4500 x 245 | F: 905-951-6474



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J 5

Micheal Simaan

From: ruba.georgi@brightorder.com on behalf of Accounts Receivable
<AR@brightorder.com>
Sent: May 22, 2025 10:22 AM
To: Falcon Xpress Payable
Subject: Re: *Attn Ruba* -- Payment Processing Delay

Hello Manbir,

Thank you for your email and for keeping us informed.

We completely understand and appreciate your transparency during this time. We're happy to support you as you work through this, and we acknowledge the short delay in payment as discussed.

Please keep us posted, and we look forward to resuming regular payment terms once things stabilize next week.

Please note: the automated notices will continue to be sent to you as long as the invoices are outstanding. You can ignore them in the mean time.

Thank you again for your communication and partnership.

Best regards,

Accounts Receivable Department | P: 1-888-205-8817 Option 4
BrightOrder Inc. | Global HQ: 6700 Century Ave, 3rd Floor
Mississauga, ON L5N 6A4
Canada | United States | UK | Europe



On Thu, May 22, 2025 at 10:06 AM Falcon Xpress Payable <payable@falconxpress.ca> wrote:

Hello Ruba,

Thank you for your continued support as we navigate this challenging time. As discussed over the phone, and with your confirmation, we understand that a short delay in payment has been acknowledged. Our intention is to resume regular payment terms once things stabilize.

We anticipate having everything sorted by the early next week and will keep you updated.

Thank you again for your patience and understanding.

Kindly,

Manbir Sidhu | Accounts Payable

Falcon Xpress Transportation Group Inc | Working Together, To Serve Your Transportation Needs

6086 Mayfield Rd, Caledon East ON, L7C 0Z7, Canada

E: payable@falconxpress.ca | W: falconxpress.ca

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reply E-mail and delete the original message.

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Micheal Simaan

From: Jamie Ferguson <jferguson@selecttrailer.ca>
Sent: May 21, 2025 8:56 PM
To: Falcon Xpress Payable
Cc: Jarnail Sidhu; Satbir Sidhu
Subject: Re: Payment Processing Delay

Hi,

Thank you for update.

It has been challenging times in Transport for all of us.

We have supported each other over the years in good and bad economic conditions and will continue to do so.

Thx,

Jamie
Select Trailers

Sent from my iPhone

On May 20, 2025, at 12:56 PM, Falcon Xpress Payable <payable@falconxpress.ca> wrote:

Hello,

Thank you for your continued support as we navigate this challenging time. As discussed over the phone, and with your confirmation, we understand that a short delay in payment has been acknowledged. Our intention is to resume regular payment terms once things stabilize.

We anticipate having everything sorted by the end of this week and will keep you updated.

Thank you again for your patience and understanding.

Kindly,

<image001.jpg>

Manbir Sidhu | Accounts Payable

**Falcon Xpress Transportation Group
Inc | Working Together, To Serve Your
Transportation Needs**

6086 Mayfield Rd, Caledon East ON, L7C 0Z7,
Canada

E: payable@falconxpress.ca | W: falconxpress.ca

T: 905-951-4500 x 245 | F: 905-951-6474

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Follow us on:

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Please consider the environment before printing this email

J8

Micheal Simaan

From: Admin - Debly Law <admin@deblylaw.com>
Sent: May 22, 2025 11:09 AM
To: Falcon Xpress Payable
Subject: RE: *Attn - Jessica* - Payment Processing Delay

Receipt confirmed.

Thank you.

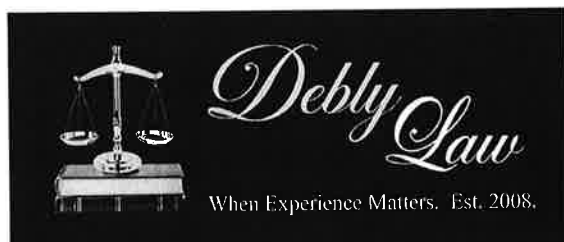
Jessica Callis

Legal Assistant

Debly Law

859 University Avenue West
 Windsor, Ontario N9A 5S1

Telephone: (519) 253-2000
 Facsimile: (519) 253-2001
 E-Mail: admin@deblylaw.com
 Website: www.deblylaw.com



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From: Falcon Xpress Payable <payable@falconxpress.ca>
Sent: May 22, 2025 11:07 AM
To: Admin - Debly Law <admin@deblylaw.com>
Subject: RE: *Attn - Jessica* - Payment Processing Delay

Thank you for providing the below.

Could you please confirm receipt of:

Thank you for your continued support as we navigate this challenging time. As discussed over the phone, and with your confirmation, we understand that a short delay in payment has been acknowledged. Our intention is to resume regular payment terms once things stabilize.

Kindly,



Manbir Sidhu | Accounts Payable

Falcon Xpress Transportation Group Inc | Working Together, To Serve Your Transportation Needs

6086 Mayfield Rd, Caledon East ON, L7C 0Z7, Canada

E: payable@falconxpress.ca | W: falconxpress.ca

T: 905-951-4500 x 245 | F: 905-951-6474



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From: Admin - Debly Law <admin@deblylaw.com>

Sent: Thursday, May 22, 2025 11:04 AM

To: Falcon Xpress Payable <payable@falconxpress.ca>

Subject: RE: *Attn - Jessica* - Payment Processing Delay

Hello,

As per our phone call, attached are the statement of accounts for the outstanding legal fees.

Scheduled trial dates are as follows:

GANDA, Hitesh 0160-2652975Z – June 10, 2025

SIDHU, Arshdeep Singh 4260-25-01142 – June 11, 2025

All additional files are still waiting for a court date.

Thank you.

Jessica Callis

Legal Assistant

Debly Law

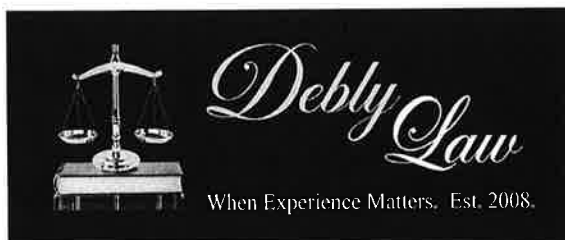
859 University Avenue West
Windsor, Ontario N9A 5S1

Telephone: (519) 253-2000

Facsimile: (519) 253-2001

E-Mail: admin@deblylaw.com

Website: www.deblylaw.com



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From: Falcon Xpress Payable <payable@falconxpress.ca>

Sent: May 22, 2025 10:54 AM

To: Admin - Debly Law <admin@deblylaw.com>

Subject: *Attn - Jessica* - Payment Processing Delay

Hello,

Thank you for your continued support as we navigate this challenging time. As discussed over the phone, and with your confirmation, we understand that a short delay in payment has been acknowledged. Our intention is to resume regular payment terms once things stabilize.

We anticipate having everything sorted by the early next week and will keep you updated.

Thank you again for your patience and understanding.

Kindly,

Manbir Sidhu | Accounts Payable



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J9

Micheal Simaan

From: DriveXsolution <info@drivexsolution.com>
Sent: May 22, 2025 10:58 AM
To: Falcon Xpress Payable
Subject: RE: *Attn Vick* Payment Processing Delay

Hello Manbir,

We at DriveX do understand your current situation and are here to support in any way possible. As far as pending payments are concerned I will advise the Accounting dept. to defer the payments for now.

We appreciate your business always and stand with you in these trying times.

Thanks & Regards.

Vick Singh

T: (905) 499-2767 | M: 289-233-7433

F: (844) 654-6567

Email: vick@drivexsolution.com

DriveX Solution | 7370 Bramalea Rd unit-3,

Mississauga, ON, L5S 1N6

www.drivexsolution.com



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If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

From: Falcon Xpress Payable <payable@falconxpress.ca>

Sent: May 22, 2025 10:38 AM

To: DriveX Solution <accounting@drivexsolution.com>; DriveXsolution <info@drivexsolution.com>

Subject: *Attn Vick* Payment Processing Delay

Hello,

Thank you for your continued support as we navigate this challenging time. As discussed over the phone, and with your confirmation, we understand that a short delay in payment has been acknowledged. Our intention is to resume regular payment terms once things stabilize.

We anticipate having everything sorted by the end of this week and will keep you updated.

Thank you again for your patience and understanding.

Kindly,



Manbir Sidhu | Accounts Payable

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J 11

Micheal Simaan

From: Haris H. <haris@kenlea.com>
Sent: May 22, 2025 11:34 AM
To: Falcon Xpress Payable
Cc: Satbir Sidhu; Jarnail Sidhu
Subject: Re: Payment Processing Delay

Dear Manbir Sidhu,

Thank you for the update on the payment processing delay. As the owner of Kenlea, I understand the situation and confirm that we will wait for the payment from Falcon Xpress Transportation Group until the issue is resolved.

We value our long-standing partnership and appreciate your continued support over the years.

Regards,

Haris Hasanbasic
CEO
Mobile: 6478913598

Kenlea Inc.
1087 Britannia Road East
Mississauga, Ontario
L4W 3X1

Tel: 9055648808
Fax: 9055645074

On May 22, 2025, at 11:18 AM, Falcon Xpress Payable <payable@falconxpress.ca> wrote:

Hello,

Thank you for your continued support as we navigate this challenging time. As discussed over the phone, and with your confirmation, we understand that a short delay in payment has been acknowledged. Our intention is to resume regular payment terms once things stabilize.

We anticipate having everything sorted by the early next week and will keep you updated.

Thank you again for your patience and understanding.

Kindly,

<image001.jpg>

Manbir Sidhu | Accounts Payable

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<image012.png>

<image004.jpg> <image005.png>
Follow us on:
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<image009.png>

<image010.gif>

<image013.png>

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J/3

Micheal Simaan

From: Falcon Xpress Payable
Sent: May 20, 2025 12:26 PM
To: Satbir Sidhu
Subject: FW: Payment Processing Delay

From: Dalbir Babra <mathesonestimates@gmail.com>
Sent: Tuesday, May 20, 2025 12:10 PM
To: Falcon Xpress Payable <payable@falconxpress.ca>
Cc: Jarnail Sidhu <Jarnail@falconxpress.ca>
Subject: Re: Payment Processing Delay

Thank you for the update in regards to the outstanding balance. I understand the situation. I'll update the accounting department and request that they do not reach out until you have given me the update.

Thank you,

Dalbir Babra (Raj)
CEO

Matheson Collision

mathesoncollision@gmail.com

TEL: 905-614-0000
FAX: 905-614-0066
1625 Shawson Dr.
Mississauga, Ontario
L4W 1T7 Canada

On Tue, May 20, 2025 at 11:48 AM Falcon Xpress Payable <payable@falconxpress.ca> wrote:

Hello,

Thank you for your continued support as we navigate this challenging time. As discussed over the phone, and with your confirmation, we understand that a short delay in payment has been acknowledged. Our intention is to resume regular payment terms once things stabilize.

We anticipate having everything sorted by the end of this week and will keep you updated.

Thank you again for your patience and understanding.

Kindly,

Manbir Sidhu | Accounts Payable

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J16

Micheal Simaan

From: Jas Grewal <jastruck10@gmail.com>
Sent: May 22, 2025 12:01 PM
To: Falcon Xpress Payable
Subject: Re: Payment Processing Delay

Okay g I will send you what ever invoice left
 Sent from my iPhone

On May 22, 2025, at 11:10 AM, Falcon Xpress Payable <payable@falconxpress.ca> wrote:

Hello,

Thank you for your continued support as we navigate this challenging time. As discussed over the phone, and with your confirmation, we understand that a short delay in payment has been acknowledged. Our intention is to resume regular payment terms once things stabilize.

We anticipate having everything sorted by the early next week and will keep you updated.

Thank you again for your patience and understanding.

As mentioned over the phone, we have the below invoices, please send any that are not mentioned:

10124
 10151
 10159
 10157
 10160

Kindly,

<image001.jpg>

<image003.jpg>

Manbir Sidhu | Accounts Payable

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 Canada

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Follow us on:

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J 19

Micheal Simaan

From: Karina Alvarez Falcon <karina.alvarez@samsara.com>
Sent: May 22, 2025 4:12 PM
To: Falcon Xpress Payable
Cc: Paola Garrido Suastegui
Subject: Re: Payment Processing Delay

Hello Manbir,

Thank you for the time on our call today, we appreciate the communication and we will be attentive to the payment reception, in the meantime your account will remain active.

On Thu, May 22, 2025 at 1:30 PM Falcon Xpress Payable <payable@falconxpress.ca> wrote:

Hello,

Thank you for your continued support as we navigate this challenging time. As discussed over the phone, and with your confirmation, we understand that a short delay in payment has been acknowledged. Our intention is to resume regular payment terms once things stabilize.

We anticipate having everything sorted by the early next week and will keep you updated.

Thank you again for your patience and understanding.

Kindly,

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--
Regards,



Karina Alvarez

Supervisor, Collections

karina.alvarez@samsara.com

samsara.com



J20

Micheal Simaan

From: Christine Marshall <cmarshall@supersave.ca>
Sent: May 22, 2025 12:31 PM
To: Falcon Xpress Payable
Subject: RE: Payment Processing Delay 706067-A

There will be no interruption in your service at this time. If payment is issued next week for the remainder of your March and your April invoices as discussed there will continue to be no interruption in service.

Thank you,
 Christine

From: Falcon Xpress Payable <payable@falconxpress.ca>
Sent: May/22/2025 9:27 AM
To: Christine Marshall <cmarshall@supersave.ca>
Subject: RE: Payment Processing Delay 706067-A

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Following up on our phone call, partial payment for invoice 474148 for \$691.55 has been processed.

Please confirm that we can count on your support whilst we navigate through this challenging time. We understand that a short delay in payment has been acknowledged. Our intention is to resume regular payment terms once things stabilize.

We anticipate having everything sorted by the early next week and will keep you updated.

Thank you again for your patience and understanding. Please do not hesitate to contact me should you have any questions.

Kindly,

Manbir Sidhu | Accounts Payable

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From: Christine Marshall <cmarshall@supersave.ca>
Sent: Thursday, May 22, 2025 12:19 PM
To: Falcon Xpress Payable <payable@falconxpress.ca>
Subject: RE: Payment Processing Delay 706067-A

Good morning,

Further to our conversation in addition to this morning's payment, we will require 50% of invoice 474148 to be paid today \$691.55. The remaining 50% of 474148 and invoice 476968 \$2,074.67 can be paid no later than Friday of next week.

Thank you,



Christine Marshall
 Accounts Receivable
 Super Save Disposal Inc. - Team Leader

Tel: 604 539-2956
 Fax: 604 530-9164
 19395 Langley By-pass
 Surrey, BC, Canada
 V3S 6K1

The Blue Guys Inc.
www.supersave.ca



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You may now pay invoices with Visa and MasterCard through our website. Please visit www.supersave.ca

Super Save Group now offers E-billing. Please register at www.supersave.ca/customer

From: Falcon Xpress Payable <payable@falconxpress.ca>
Sent: May/22/2025 8:50 AM
To: Christine Marshall <cmarshall@supersave.ca>
Subject: Payment Processing Delay

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Hello,

Thank you for your continued support as we navigate this challenging time. As discussed over the phone, and with your confirmation, we understand that a short delay in payment has been acknowledged. Our intention is to resume regular payment terms once things stabilize.

We anticipate having everything sorted by the early next week and will keep you updated.

Thank you again for your patience and understanding.

Kindly,



Manbir Sidhu | Accounts Payable

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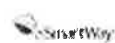
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J23

Micheal Simaan

From: Falcon Xpress Payable
Sent: May 20, 2025 11:49 AM
To: Satbir Sidhu
Subject: FW: Payment Processing Delay

From: Daljit Toronto Truck <daljit@torontotruck.com>
Sent: Tuesday, May 20, 2025 11:47 AM
To: Falcon Xpress Payable <payable@falconxpress.ca>; torontoaccounts@populartire.com
Cc: Jarnail Sidhu <Jarnail@falconxpress.ca>
Subject: Re: Payment Processing Delay

Hello Manbir

We understand your situation and appreciate your prompt response, please try your best to get back on schedule with your payment terms.

Thank you
Daljit Sahota

From: Falcon Xpress Payable <payable@falconxpress.ca>
Sent: Tuesday, May 20, 2025 11:38 AM
To: torontoaccounts@populartire.com <torontoaccounts@populartire.com>
Cc: Jarnail Sidhu <Jarnail@falconxpress.ca>
Subject: Payment Processing Delay

Hello,

Thank you for your continued support as we navigate this challenging time. As discussed over the phone, payment will be delayed for the time being, with the intention to resume regular payment terms once things stabilize. We anticipate having everything sorted by the end of this week.

Thank you for your patience and understanding.

Kindly,



Manbir Sidhu | Accounts Payable

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J25

Micheal Simaan

From: Schultz, Laura <Laura.Schultz@Solera.com>
Sent: May 22, 2025 12:16 PM
To: Falcon Xpress Payable
Cc: McDonald, Judy; Alkire, Renee
Subject: Re: <EXT>Payment Processing Delay cid 2083644

Hi Manbir,

Thank you for the phone call to inform us of the situation within your company. I am confident that you will keep up on the payment plan we have set as your payment is not even due yet . Please keep me informed on the status of payment to keep your account active . If you need anything, please let me know .

**Thank you,
Laura Schultz**

AR Department- Collections Team Lead
Direct Line (469)840-9472
AR Hotline: (888) 352-2492
Customer Support: (800) 541-7490
AR Email: DL-OT-OMNITRACS.AR@solera.com

Internal

From: Falcon Xpress Payable <payable@falconxpress.ca>
Sent: Thursday, May 22, 2025 9:28 AM
To: Schultz, Laura <laura.schultz@solera.com>
Subject: <EXT>Payment Processing Delay

Hello,

Thank you for your continued support as we navigate this challenging time. As discussed over the phone, and with your confirmation, we understand that a short delay in payment has been acknowledged. Our intention is to resume regular payment terms once things stabilize.

We anticipate having everything sorted by the end of this week and will keep you updated.

Thank you again for your patience and understanding.

Kindly,



Manbir Sidhu | Accounts Payable

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ROYAL BANK OF CANADA

Applicant

-and- FALCON XPRESS TRANSPORTATION GROUP INC. et al

Respondents

Court File No. CV-25-00001464-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Brampton

MOTION RECORD OF THE RESPONDENTS

KRAMER SIMAAN DHILLON LLP

Litigation Counsel
120 Adelaide Street West
Suite 2100
Toronto, Ontario
M5H 1T1

Micheal Simaan #41396A

EMAIL: msimaan@kramersimaan.com
TEL: (416)601-0965

Lawyers for the Respondents