This is the 1st affidavit
of Rajeewa Wijesinghe in this case and
it was made August 31, 2026

NO. S2011355
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

TARIQ WAHEED and 0923063 B.C. LTD.

PLAINTIFFS

AND:

JM FOOD SERVICES LTD., FRESHSLICE HOLDINGS LTD., RFSP EQUIPMENT & OPERATING INC., A&M ENTERPRISE LTD., 1015214 B.C. LTD., RF FRANCHISING INC., and THE TRUSTEES OF THE FRSHSLICE FAMILY TRUST

DEFENDANTS

AFFIDAVIT

I, Rajeewa Wijesinghe, corporate counsel, of c/o 1500 – 401 West Georgia Street, Vancouver, BC V6B 5A1, AFFIRM THAT:

1. I am corporate counsel for all of the defendants in these proceedings (the "Freshslice Group") and as such have personal knowledge of the matters hereinafter deposed to, except where stated to be on information and belief, and where so stated I verily believe those matters to be true.

2. Further to the defendants named herein, I am corporate counsel for the legal entities described as the "Russell Entities" and "Alexander Entities" as those terms are defined in the Order Made After Application pronounced by the Honourable Madam Justice Sharma on May 13, 2026 and filed in the Vancouver Registry on July 31, 2026 (the "Receivership Order").

Parties and Defined Terms

3. For ease of reference in this affidavit, I will refer to the following defined terms as noted below:

(a) the **"Receivership Order"** means the Order Made After Application pronounced by the Honourable Madam Justice Sharma on May 13, 2026 and filed in the Vancouver Registry on July 31, 2026;

(b) the **"Receiver"** means McEown and Associates Ltd. and its principal, John McEown;

(c) **"Receiver's Counsel"** means Jeremy D. West of Watson Goepel LLP, who confirmed on August 20, 2026 that Watson Goepel LLP had been retained to act for the Receiver in respect of the Receivership Order;

(d) **"Plaintiffs' Counsel"** means Dan Parlow of Kornfeld LLP, who together with Devin P. Lucas is counsel of record for the Plaintiffs in this action;

(e) the **"Operating Accounts"** means the operating bank accounts of the Russell Entities and Alexander Entities held with TD Canada Trust and Coast Capital Savings, including those identified in the August 21, 2026 correspondence from Zaheer Awan as: Freshslice Holdings Ltd. (**"FSH"**) account ending 6995 (TD Canada Trust); RF Franchising Inc. (**"RF"**) account ending 7010 (TD Canada Trust); 1015214 B.C. Ltd. (**"101"**) account ending 9323 (Coast Capital Savings); and A&M Enterprise Ltd. (**"A&M"**) account ending 9005 (Coast Capital Savings);

(f) the **"Enforcement Steps"** means the steps taken by the Receiver on or about August 20, 2026 to seize, freeze, or otherwise restrict the Defendants' access to funds standing to the credit of the Operating Accounts, including the seizure or freezing of approximately $2.5 million from accounts associated with A&M and 101.

4. I am advised by Zaheer Awan, Senior Bookkeeper for the Freshslice Group, and verily believe that on August 20, 2026, the Receiver took the Enforcement Steps against the Operating Accounts.

5. The Enforcement Steps have disrupted the payroll, franchisee operations, centralized banking, and other ordinary-course business functions of the Freshslice Group.

6. On the same date of August 20, 2026, I sent a letter to Receiver's Counsel and Plaintiff's Counsel advising that Operating Accounts were required for ordinary-course business operations, including payroll, franchisee operations, and day-to-day corporate obligations,

and that continued seizure would cause further prejudice to employees, franchisees, and ongoing business operations of the Freshslice Group. The said letter is attached to this my affidavit as **Exhibit "A"**.

7. Given the immediate consequences suffered by the Defendants, I requested in my letter that the Receiver:

   (i) not take any further enforcement steps pending further direction from Justice Sharma; and

   (ii) release sufficient funds immediately to permit payroll, franchisee operations and ordinary-course business operations to continue without interruption.

8. Further, I requested the Plaintiffs' and Receiver's availability for an urgent appearance before Madam Justice Sharma.

9. Later on August 20, 2026, at approximately 4:56 pm, Receiver's Counsel sent to me an email summarizing the receiver's position as the receiver did not agree with the terms proposed by the Defendants. Attached as **Exhibit "B"** is a copy of the email from Receiver's Counsel

10. Attached as **Exhibit "C"** is a response email I provided to Receiver's Counsel and Plaintiff's Counsel at approximately 5:49 pm on August 20, 2026. In this response, I noted the following:

    (a) the Defendants' immediate and overriding concern was that the Russell Entities and Alexander Entities must be able to resume ordinary-course operations without further interruption, and that the freezing or seizure of Operating Accounts had had an immediate impact on payroll, franchisee operations, centralized banking, and day-to-day business functions;

    (b) confirmed that, strictly to allow operations to get back online, the Defendants were prepared to post $900,000 as security, without prejudice, on the basis that: (i) the funds could be held in trust by Plaintiffs' counsel, the Receiver, or another agreed stakeholder; (ii) the Receiver could continue tracing and investigative work concerning the property allegedly subject to the 2023 declarations; (iii) the Receiver and Plaintiffs would consent to the release and restoration of all remaining Operating Accounts; (iv) no further enforcement steps would be taken against Operating Accounts pending agreement or Court order; and (v) any disagreement would be referred to Madam Justice Sharma;

(c) advised that CRA had a claim of approximately **$204,796.48** against JM Food Services Ltd., comprising ordinary corporate income tax, but that the Defendants did not accept that this affected the proposed $900,000 security, which was proposed to be provided by RF Franchising Inc.; and

(d) proposed that any interim arrangement expressly preserve all priorities, claims, entitlements, and defences, to be determined by Madam Justice Sharma or as the Court might direct.

11. Additional correspondence between counsel that occurred on August 21, 2026 is attached as **Exhibits "D" to "F"** as well.

12. The Defendants propose to provide security in the amount of $900,000 and are prepared to agree that this amount is the property of the Defendants.

13. Further, the Defendants propose that the terms of the receivership order be stayed for a period of 60 days. In the interim, if the proposal of the Defendants is accepted, the receiver will have secured funds that could satisfy the outstanding judgment and for the payment of the receivership costs.

14. Further, the Defendants would agree to an interim injunction restraining them from disposing of assets other than in respect of the payment of ordinary business expenses and obligations.

15. The interim stay of the receivership order and the interim injunction order would satisfy concerns regarding improper dissipation of assets by the Defendants and allow the Defendants to operate its day-to-day operations.

16. The Defendants would then have a relatively short period of time to address the issue of the property which is the subject matter of the findings of fraudulent conveyance in the judgment of the Honourable Madam Justice Winteringham pronounced on December 1, 2023.

AFFIRMED BEFORE ME at Vancouver, British Columbia, on August 31, 2026	
A commissioner for taking affidavits for British Columbia	RAJEEWA WIJESINGHE

HAOYU NIE
Barrister & Solicitor
LINDSAY KENNEY LLP
1500 - 401 WEST GEORGIA STREET
VANCOUVER, B.C. V6B 5A1
TEL: 604-687-1323

This is **Exhibit "A"** referred to in the 1st Affidavit of Rajeewa Wijesinghe sworn before me at Vancouver, British Columbia this 31st day of August, 2026

A Commissioner for taking Affidavits for British Columbia

Freshslice Holdings Ltd.
1610 Ingleton Avenue
Burnaby, British Columbia, V5C 5R9
Phone: (604) 251-7444
Fax: (604) 251-6727

August 20, 2026

Subject: Urgent Confirmation Required — Receiver's Enforcement Steps and Availability for Appearance Before Justice Sharma

Dear Mr. West and Mr. Parlow,

We write on behalf of the Russell Entities and Alexander Entities.

Further to my discussion with Mr. Lucas today, I understand the Plaintiffs' position to be that the Receiver is acting in accordance with the terms of the Order Made After Application pronounced by Madam Justice Sharma on May 13, 2026.

We do not agree with that position.

We are advised that the Receiver has now taken enforcement steps against operating accounts of the Russell and Alexander entities, including the seizure today of approximately $2.5 million from accounts associated with A&M Enterprise Ltd. and 1015214 B.C. Ltd.

Those funds are required for ordinary-course business operations, including payroll, franchisee operations, and day-to-day corporate obligations. The seizure of those funds has already affected the ability of these companies to operate and, if not addressed immediately, will cause further prejudice to employees, franchisees, and ongoing business operations.

Our position is that these steps exceed the proper scope of the Order. Paragraph 1 of the Order defines the Property subject to the receivership but expressly excludes the part of the undertaking consisting of the provision of restaurant franchise activities and day-to-day operations. Paragraph 2(n) similarly excludes rights in connection with restaurant franchise activities and day-to-day operations from the Receiver's powers.

Further, paragraph 11 of the Order contemplates the continuation of services, including centralized banking services and payroll services, which is consistent with maintaining operational continuity rather than impairing it.

Given the Plaintiffs' and Receiver's apparent position that the Receiver's present steps are authorized by the Order, this issue requires urgent direction from Madam Justice Sharma, who is seized of this matter under paragraph 40 of the Order.

Before we contact Supreme Court Scheduling, please confirm immediately whether the Receiver will agree, pending further direction from Madam Justice Sharma, that it will not:

1. seize, transfer, or remove further funds from any operating account of the Russell Entities or Alexander Entities;

2. freeze or otherwise restrict access to funds required for payroll;

3. freeze or otherwise restrict access to funds required for franchisee operations or franchisee support;

4. interfere with centralized banking services, payroll services, or other services necessary for ordinary-course operations;

5. take any step that impairs the day-to-day operations of the Russell Entities or Alexander Entities; or

6. apply, distribute, or otherwise deal with the funds already seized pending further order or direction of the Court.

Please also confirm whether the Receiver will release sufficient funds immediately to permit payroll, franchisee operations, and ordinary-course business operations to continue without interruption.

Given the immediate operational consequences, please provide the confirmations requested above, together with your availability for an urgent appearance, **no later than 4pm today**. If we do not receive a substantive response by that deadline, we will proceed on the basis that the requested confirmations are not being provided and will contact Supreme Court Scheduling to seek the earliest available time before Madam Justice Sharma.

If the Receiver and Plaintiffs will not provide the above confirmations, then we intend to seek the earliest available appearance before Madam Justice Sharma for urgent directions and, if necessary, orders clarifying the Receiver's authority under the Order.

Please provide your availability over the next **three weeks** for an appearance before Madam Justice Sharma.

Yours Sincerely,

Per:

Rajeewa Wijesinghe
General Counsel

This is **Exhibit "B"** referred to in the 1st Affidavit of
Rajeewa Wijesinghe sworn before me at Vancouver,
British Columbia this 31st day of August, 2026

A Commissioner for taking Affidavits for
British Columbia

From: Jeremy D. West <jwest@watsongoepel.com>
Sent: Thursday, August 20, 2026 4:56 PM
To: Raj Wijesinghe; Dan Parlow
Cc: Raj Tutt; Zaheer Awan; Beckett Reinecke; jm@mceownassociates.ca
Subject: RE: Transfer to the Post-Receivership Account
Attachments: Order Made after Application (4).pdf

Afternoon Raj. Sorry for the delay in responding but I have been tied up on another matter

Further to our conversation this morning, your letter forwarded by email of 11:49 am this morning and your email below. We confirm that we are retained by the Receiver in respect to the Receivership Order made May 13, 2026.

We also confirm that you were counsel for the Defendants at the May 13, 2026 hearing and endorsed the Order approving its form on behalf of the Defendants.

The scope of the Order.

As discussed, we cannot speak to the "spirit/intention" of the Order but in our view it speaks for itself and we do not accept your characterization of the Order as set out in your letter of August 20, 2026 (attached). In particular:

1. Paragraph 1 of the Order provides that the receiver is "*appointed Receiver, without security, of the ..., bank accounts (other than trust account or escrow accounts) ..... <u>and</u> such part of the undertaking of the Russell Entities and the Alexander Entities that does not consist of the provision of restaurant franchise activities and day to day operations*" (<u>emphasis</u> added).

   In our view, the clear wording confirms that the "carveout" at paragraph 1 of the Order (for provision of restaurant franchise activities and day to day activities) does not apply to the "bank accounts" but is restricted to "the undertaking of the Russell Entities and the Alexander Entities".

2. Paragraph 2(n) of the Order does not provide as you suggest in your letter. Rather, it confirms that the Receiver's powers include "to exercise any shareholder, partnership, joint venture or other rights which the Russell Entities and the Alexander Entities may have, but will exclude any rights in connection with restaurant franchise activities and day to day operations".

3. Paragraph 11 of the Order is wording found in the Model Receivership Order and provides that "Persons" (defined at paragraph three of the Order) that have contractual agreements with the Russell Entities and Alexander Entities for the supply of goods and/for services are restrained from terminating/discontinuing/altering or interfering with those services provided that they are paid for going forward.

In the event that the form of Order does not reflect what was intended, it does make sense to seek clarification from the court.

Availability for hearing before Sharma J

I confirm that I am presently available:

August 25 – 28
September 3 , 4, 8-11.

Cooperation proposal

I have reviewed the proposal set out below and am in the process of securing instructions. I do not have detailed familiarity with the underlying litigation but I have had the opportunity to briefly review the:

1. 2019 Reasons for Judgment; and
2. 2023 Reasons for Judgment.

As I understand it:

1. In 2019 a monetary judgment was issued against certain defendants in the existing proceedings which remains unpaid; and
2. in 2023 declarations were made to the effect that:
    a. the transfer of certain property by JM Food Services was a fraudulent conveyance within the meaning of the *Fraudulent Conveyance Act*;
    b. the transfer of certain property by JM Food Services was a fraudulent preference within the meaning of the *Fraudulent Preference Act*; and
    c. the plaintiffs are entitled to pursue their remedies as judgment creditor against JM Food Services as if it were still the legal and beneficial owner of the transferred property.

As I understood our discussion earlier today, there remains an outstanding question regarding what, and to whom it was transferred, property is the subject of the 2023 declarations. As I understand your clients' proposal, the $900,000 being offered as "security" will be coming from RF Franchising Inc. It is not clear (at least to me) whether or not those funds represent the property which is subject to the 2023 declarations. It may be that your clients have (or will) accepted that those funds are the "property" referenced in the 2023 judgment but if that issue remains to be determined, and your clients intend to argue they do not, I expect the Receiver would have concerns about releasing other funds which may in fact form part of the "property" referenced in the 2023 Judgment.

The Receiver has no desire to unduly affect the operation of businesses and is prepared to work collaboratively with the parties to try and secure a mutually satisfactory arrangement but as matters presently stand it has been ordered by the court to take possession of the funds in the bank accounts of the Russell Entities and the Alexander Entities pending further order of the court. If it is ultimately determined that the funds which are being offered as "security" are not the property referenced in the 2023 judgment, and the Receiver agrees to release other funds (without court approval) which are determined to be funds which are subject to the 2023 judgment, this could create significant issues.

I am also led to believe that there may potentially be other priority claims (for example the CRA) which might also affect the ultimate distribution. Can you confirm whether that is the case?

It may be that with greater familiarity with the underlying issues, counsel for the parties may be able to jointly propose terms that would satisfy those (or any other concerns) but at this stage I suspect that the Receiver will not be in a position to agree to the terms proposed without further information/clarification.

I would encourage counsel to discuss potential terms which would satisfy the competing interests including, whether or not there is any prospect of the monies due and owing to the plaintiffs being paid out which I assume would obviate the need for the Receiver going forward.

Regards

Jeremy

WATSON GOEPEL
LAWYERS · AVOCATS

Jeremy D. West, Partner

D 604 642 5684 | **F** 604 688 8193
E jwest@watsongoepel.com
1200-1075 West Georgia St., Vancouver, BC V6E 3C9

Vancouver | West Vancouver
View my bio

From: Raj Wijesinghe <Raj@freshslice.com>
Sent: Thursday, August 20, 2026 1:50 PM
To: Dan Parlow <dparlow@kornfeldllp.com>; jm@mceownassociates.ca; Jeremy D. West <jwest@watsongoepel.com>
Cc: Raj Tutt <rt@freshslice.com>; Zaheer Awan <zaheer@freshslice.com>
Subject: Re: Transfer to the Post-Receivership Account
Importance: High

Dear John, Jeremy and Dan,

Further to our recent correspondence and discussions regarding the Receiver's enforcement steps, we have now received instructions from our clients to permit the Receiver to hold **$900,000** in a Post-Receivership Account, pending further direction or order of the Court regarding any disposition, application, or disbursement of those funds.

For clarity, our clients' position remains that any funds held by the Receiver are to be held in accordance with the Order Made After Application pronounced by Madam Justice Sharma on May 13, 2026, including the requirement that monies collected by the Receiver be deposited into a Post-Receivership Account and held to be paid only in accordance with the terms of the Order or any further order of the Court.

Our clients are prepared to cooperate with the Receiver to facilitate the transfer of **$900,000** from the following account:

Account holder: RF Franchising Inc.
Bank / financial institution: TD Canada Trust
Branch: 1933 Willingdon Ave, Burnaby.
Account number: 5277010
Transit number: 96560
Institution number: 004
Authorized contact: Zaheer Awan / Megha Bhatia - Accounting (604) 251-7444 ext. 113

This agreement is strictly limited to permitting the Receiver to hold **$900,000** in the Post-Receivership Account pending further Court direction. It is not an agreement that the Receiver may disburse, distribute, apply, or otherwise deal with those funds absent Court approval or further order.

Further, all other monies seized today from the Russell and/or Alexander Entities accounts will be returned to those particularized accounts as soon as possible.

For further certainty, our clients do not consent to any additional seizure, freezing, transfer, withdrawal, application, or disposition of funds from any other operating account of the Russell Entities or Alexander Entities. Our clients also do not consent to any step that would impair payroll, franchisee operations, centralized banking services, or ordinary-course business operations.

Please confirm:

1. the Post-Receivership Account into which the **$900,000** will be deposited;
2. That the Receiver will return all other monies seized today from the Russell and Alexander entities;
3. that the Receiver will hold those funds pending further direction or order of the Court;
4. that the Receiver will not disburse, apply, distribute, or otherwise deal with those funds without Court approval or further order;
5. that the Receiver will not take any further steps against operating accounts of the Russell Entities or Alexander Entities pending further agreement or Court direction; and
6. whether the Plaintiffs and Receiver agree that any dispute regarding disposition of these funds should be addressed before Madam Justice Sharma, who is seized of the matter.

This correspondence and our clients' limited cooperation are without prejudice to, and do not constitute a waiver of, any of our clients' rights, remedies, objections, or positions, including their position that the Receiver's enforcement steps have exceeded the proper scope of the Order.

We would appreciate your confirmation as soon as possible so that the mechanics of the transfer can be addressed in an orderly manner and without further disruption to business operations.

Raj Wijesinghe
Litigation Counsel

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M: 604-762-4400
E: Raj@freshslice.com
W: www.freshslice.com
Global Headquarters
1610 Ingleton Ave, 2nd Floor, Burnaby, BC V5C 5R9

This is **Exhibit "C"** referred to in the 1st Affidavit of
Rajeewa Wijesinghe sworn before me at Vancouver,
British Columbia this 31st day of August, 2026

A Commissioner for taking Affidavits for
British Columbia

From: Raj Wijesinghe <Raj@freshslice.com>
Sent: Thursday, August 20, 2026 5:49 PM
To: Jeremy D. West; Dan Parlow
Cc: Raj Tutt; Zaheer Awan; Beckett Reinecke; jm@mceownassociates.ca
Subject: Re: Transfer to the Post-Receivership Account

Importance: High

Dear Jeremy, John and Dan,

Thank you, Jeremy, for your email.

We appreciate the Receiver's confirmation that it does not wish to unduly affect the operations of the businesses and is prepared to work collaboratively toward a mutually satisfactory arrangement.

We write further to clarify our clients' proposal.

Our clients' immediate and overriding concern is that the Russell Entities and Alexander Entities must be able to resume ordinary-course operations without further interruption. The freezing or seizure of operating accounts has had an immediate impact on payroll, franchisee operations, centralized banking, and day-to-day business functions. Whatever the parties' respective positions may be on the interpretation or scope of the May 13, 2026 Order, all parties should seek to avoid unnecessary operational harm pending any further direction from Madam Justice Sharma.

In that spirit, and strictly to allow operations to get back online, our clients are prepared to post $900,000 as security. That amount is proposed because it would satisfy the outstanding judgment amount while preserving the Receiver's ability to continue its work, including any tracing exercise relating to the 2023 declarations.

For clarity, the Defendants do not admit that the proposed $900,000 constitutes the "property" referenced in the 2023 declarations. Nor should the posting of that security be taken as an admission that those funds are traceable to, derived from, or otherwise impressed with any claim arising from the 2023 declarations. The proposal is made solely as a practical and without-prejudice measure to preserve the Plaintiffs' position while permitting the businesses to continue operating.

If necessary, our clients are prepared to have the $900,000 held "in trust" with counsel for the Plaintiffs, or on such other agreed trust terms as may be acceptable to the parties, pending further agreement or order of the Court. The funds would remain preserved and unavailable for ordinary use, while the Receiver proceeds with any tracing or investigative work it considers necessary in relation to the 2023 declarations.

On that basis, we propose the following practical arrangement:

1. the Defendants will post $900,000 as security, to be held in trust by Plaintiffs' counsel, the Receiver, or another agreed stakeholder;
2. the posting of that security will be strictly without prejudice and will not constitute an admission that the funds are the property referred to in the 2023 declarations;
3. the Receiver may continue its tracing and investigative work concerning the property allegedly subject to the 2023 declarations;
4. the Receiver and Plaintiffs will consent to the release and restoration of all remaining operating funds and operating accounts necessary for payroll, franchisee operations, centralized banking, and ordinary-course business operations;
5. the Receiver will not take further enforcement steps against operating accounts or ordinary-course business funds pending agreement of the parties or further order of the Court; and
6. if the parties cannot agree on the terms, they will seek urgent directions from Madam Justice Sharma, who is seized of the matter.

We propose that this be treated as an **interim, without-prejudice agreement** only, designed to stabilize the businesses and allow ordinary-course operations to resume while the parties obtain directions from Madam Justice Sharma. The proposed arrangement is not intended to finally resolve the parties' dispute over the scope or interpretation of the May 13, 2026 Order, the characterization of any seized funds, or the effect of the 2023 declarations. Those issues can be addressed by the Court on an urgent basis.

In the meantime, the objective should be to preserve sufficient security while avoiding unnecessary disruption to payroll, franchisee operations, centralized banking, and day-to-day business functions.

This proposal addresses the concern raised in your email: it preserves security sufficient to satisfy the judgment, without requiring the parties to resolve now whether that particular $900,000 is or is not the property referenced in the 2023 declarations. It also avoids the immediate and potentially severe disruption to active business operations while maintaining the Receiver's ability to report to or seek directions from the Court if necessary.

This proposal addresses the concern raised in your email: it preserves security sufficient to satisfy the judgment, without requiring the parties to resolve now whether that particular $900,000 is or is not the property referenced in the 2023 declarations. It also avoids the immediate and potentially severe disruption to active business operations while maintaining the Receiver's ability to report to or seek directions from the Court if necessary.

With respect to your question regarding potential priority claims, we are instructed that CRA has a claim of $204,796.48 against JM Food Services Ltd. comprising of ordinary corporate income tax.

We do not accept that this affects the proposed security. The $900,000 is proposed to be provided by RF Franchising Inc. Any CRA deemed trust arising in respect of JM Food Services Ltd. attaches to the property of that entity, and the Defendants do not admit that the proposed security constitutes property of JM Food Services Ltd. or property subject to the 2023 declarations.

To the extent the Receiver or the Plaintiffs are concerned about the effect of competing priorities, we propose that the interim arrangement expressly preserve all priorities, claims, entitlements and defences as they would have stood had the funds not been transferred, with those issues to be determined by Madam Justice Sharma or as the Court may direct.

I look forward to a response from the Plaintiffs and the Receiver to our proposal at your earliest convenience.

Raj Wijesinghe
Litigation Counsel

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M: 604-762-4400
E: Raj@freshslice.com
W: www.freshslice.com

Global Headquarters
1610 Ingleton Ave, 2nd Floor, Burnaby, BC V5C 5R9

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Sent: August 20, 2026 4:56 PM
To: Raj Wijesinghe <Raj@freshslice.com>; Dan Parlow <dparlow@kornfeldllp.com>
Cc: Raj Tutt <rt@freshslice.com>; Zaheer Awan <zaheer@freshslice.com>; Beckett Reinecke <breinecke@watsongoepel.com>; jm@mceownassociates.ca <jm@mceownassociates.ca>
Subject: RE: Transfer to the Post-Receivership Account

Afternoon Raj. Sorry for the delay in responding but I have been tied up on another matter

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We also confirm that you were counsel for the Defendants at the May 13, 2026 hearing and endorsed the Order approving its form on behalf of the Defendants.

The scope of the Order.

As discussed, we cannot speak to the "spirit/intention" of the Order but in our view it speaks for itself and we do not accept your characterization of the Order as set out in your letter of August 20, 2026 (attached). In particular:

1. Paragraph 1 of the Order provides that the receiver is "*appointed Receiver, without security, of the ..., bank accounts (other than trust account or escrow accounts) .....* <u>*and*</u> *such part of the undertaking of the Russell Entities and the Alexander Entities that does not consist of the provision of restaurant franchise activities and day to day operations*" (<u>emphasis</u> added).

   In our view, the clear wording confirms that the "carveout" at paragraph 1 of the Order (for provision of restaurant franchise activities and day to day activities) does not apply to the "bank accounts" but is restricted to "the undertaking of the Russell Entities and the Alexander Entities".

2. Paragraph 2(n) of the Order does not provide as you suggest in your letter. Rather, it confirms that the Receiver's powers include "to exercise any shareholder, partnership, joint venture or other rights which the Russell Entities and the Alexander Entities may have, but will exclude any rights in connection with restaurant franchise activities and day to day operations".

3. Paragraph 11 of the Order is wording found in the Model Receivership Order and provides that "Persons" (defined at paragraph three of the Order) that have contractual agreements with the Russell Entities and Alexander Entities for the supply of goods and/for services are restrained from terminating/discontinuing/altering or interfering with those services provided that they are paid for going forward.

In the event that the form of Order does not reflect what was intended, it does make sense to seek clarification from the court.

Availability for hearing before Sharma J

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September 3 , 4, 8-11.

Cooperation proposal

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1. 2019 Reasons for Judgment; and
2. 2023 Reasons for Judgment.

As I understand it:

1. In 2019 a monetary judgment was issued against certain defendants in the existing proceedings which remains unpaid; and
2. in 2023 declarations were made to the effect that:

a. the transfer of certain property by JM Food Services was a fraudulent conveyance within the meaning of the *Fraudulent Conveyance Act*;
b. the transfer of certain property by JM Food Services was a fraudulent preference within the meaning of the *Fraudulent Preference Act*; and
c. the plaintiffs are entitled to pursue their remedies as judgment creditor against JM Food Services as if it were still the legal and beneficial owner of the transferred property.

As I understood our discussion earlier today, there remains an outstanding question regarding what, and to whom it was transferred, property is the subject of the 2023 declarations. As I understand your clients' proposal, the $900,000 being offered as "security" will be coming from RF Franchising Inc. It is not clear (at least to me) whether or not those funds represent the property which is subject to the 2023 declarations. It may be that your clients have (or will) accepted that those funds are the "property" referenced in the 2023 judgment but if that issue remains to be determined, and your clients intend to argue they do not, I expect the Receiver would have concerns about releasing other funds which may in fact form part of the "property" referenced in the 2023 Judgment.

The Receiver has no desire to unduly affect the operation of businesses and is prepared to work collaboratively with the parties to try and secure a mutually satisfactory arrangement but as matters presently stand it has been ordered by the court to take possession of the funds in the bank accounts of the Russell Entities and the Alexander Entities pending further order of the court. If it is ultimately determined that the funds which are being offered as "security" are not the property referenced in the 2023 judgment, and the Receiver agrees to release other funds (without court approval) which are determined to be funds which are subject to the 2023 judgment, this could create significant issues.

I am also led to believe that there may potentially be other priority claims (for example the CRA) which might also affect the ultimate distribution. Can you confirm whether that is the case?

It may be that with greater familiarity with the underlying issues, counsel for the parties may be able to jointly propose terms that would satisfy those (or any other concerns) but at this stage I suspect that the Receiver will not be in a position to agree to the terms proposed without further information/clarification.

I would encourage counsel to discuss potential terms which would satisfy the competing interests including, whether or not there is any prospect of the monies due and owing to the plaintiffs being paid out which I assume would obviate the need for the Receiver going forward.

Regards

Jeremy

WATSON GOEPEL
LAWYERS • AVOCATS

Jeremy D. West, Partner

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E jwest@watsongoepel.com
1200-1075 West Georgia St., Vancouver, BC V6E 3C9
Vancouver | West Vancouver
View my bio

From: Raj Wijesinghe <Raj@freshslice.com>
Sent: Thursday, August 20, 2026 1:50 PM
To: Dan Parlow <dparlow@kornfeldllp.com>; jm@mceownassociates.ca; Jeremy D. West <jwest@watsongoepel.com>
Cc: Raj Tutt <rt@freshslice.com>; Zaheer Awan <zaheer@freshslice.com>
Subject: Re: Transfer to the Post-Receivership Account
Importance: High

Dear John, Jeremy and Dan,

Further to our recent correspondence and discussions regarding the Receiver's enforcement steps, we have now received instructions from our clients to permit the Receiver to hold **$900,000** in a Post-Receivership Account, pending further direction or order of the Court regarding any disposition, application, or disbursement of those funds.

For clarity, our clients' position remains that any funds held by the Receiver are to be held in accordance with the Order Made After Application pronounced by Madam Justice Sharma on May 13, 2026, including the requirement that monies collected by the Receiver be deposited into a Post-Receivership Account and held to be paid only in accordance with the terms of the Order or any further order of the Court.

Our clients are prepared to cooperate with the Receiver to facilitate the transfer of **$900,000** from the following account:

Account holder: RF Franchising Inc.
Bank / financial institution: TD Canada Trust
Branch: 1933 Willingdon Ave, Burnaby.
Account number: 5277010
Transit number: 96560
Institution number: 004
Authorized contact: Zaheer Awan / Megha Bhatia - Accounting (604) 251-7444 ext. 113

This agreement is strictly limited to permitting the Receiver to hold **$900,000** in the Post-Receivership Account pending further Court direction. It is not an agreement that the Receiver may disburse, distribute, apply, or otherwise deal with those funds absent Court approval or further order.

Further, all other monies seized today from the Russell and/or Alexander Entities accounts will be returned to those particularized accounts as soon as possible.

For further certainty, our clients do not consent to any additional seizure, freezing, transfer, withdrawal, application, or disposition of funds from any other operating account of the Russell Entities or Alexander

Entities. Our clients also do not consent to any step that would impair payroll, franchisee operations, centralized banking services, or ordinary-course business operations.

Please confirm:

1. the Post-Receivership Account into which the **$900,000** will be deposited;
2. That the Receiver will return all other monies seized today from the Russell and Alexander entities;
3. that the Receiver will hold those funds pending further direction or order of the Court;
4. that the Receiver will not disburse, apply, distribute, or otherwise deal with those funds without Court approval or further order;
5. that the Receiver will not take any further steps against operating accounts of the Russell Entities or Alexander Entities pending further agreement or Court direction; and
6. whether the Plaintiffs and Receiver agree that any dispute regarding disposition of these funds should be addressed before Madam Justice Sharma, who is seized of the matter.

This correspondence and our clients' limited cooperation are without prejudice to, and do not constitute a waiver of, any of our clients' rights, remedies, objections, or positions, including their position that the Receiver's enforcement steps have exceeded the proper scope of the Order.

We would appreciate your confirmation as soon as possible so that the mechanics of the transfer can be addressed in an orderly manner and without further disruption to business operations.

Raj Wijesinghe
Litigation Counsel

T: +1 604-251-7444
M: 604-762-4400
E: Raj@freshslice.com
W: www.freshslice.com
Global Headquarters
1610 Ingleton Ave, 2nd Floor, Burnaby, BC V5C 5R9

This is **Exhibit "D"** referred to in the 1st Affidavit of Rajeewa Wijesinghe sworn before me at Vancouver, British Columbia this 31st day of August, 2026

A Commissioner for taking Affidavits for British Columbia

From: Jeremy D. West <jwest@watsongoepel.com>
Sent: Friday, August 21, 2026 11:59 AM
To: Raj Wijesinghe; Dan Parlow
Cc: Raj Tutt; Zaheer Awan; Beckett Reinecke; jm@mceownassociates.ca
Subject: RE: Transfer to the Post-Receivership Account

Raj.

The Receiver is in the process of considering your clients' most recent proposal and on the Plaintiffs' comments which based on Dan's recent email will be forthcoming shortly.

The proposal

At first blush the proposal below appears very similar (if not the same) as the original one. We also note your clients' advice as follows:

> *"We do not accept that this affects the proposed security. The $900,000 is proposed to be provided by RF Franchising Inc. Any CRA deemed trust arising in respect of JM Food Services Ltd. attaches to the property of that entity, <u>and the Defendants do not admit that the proposed security constitutes property of JM Food Services Ltd. or property subject to the 2023 declarations.</u>*

This is the very concern which I raised in my correspondence yesterday afternoon, namely that:

1. the Defendants' position might be (and apparently is) that the proposed security is not property available for satisfaction of the judgment; and
2. other funds which the Defendants are asking to be released are, or maybe, property of JM Food Services Ltd. or property subject to the 2023 declarations.

Cash flow/day-to-day operations

As I have said, the Receiver has no desire to unduly affect the operation of the businesses but is, as an officer of the court, required to comply with the Orders made by Justice Sharma. You have indicated that Orders are presently affecting the operating funds and operating accounts necessary for payroll, franchisee operations, centralized banking, and ordinary-course business operations.

For the purposes of considering the Defendants' proposal it would be helpful if you could provide further detail on:

1. the specific accounts which are utilized for those purposes;
2. the accounts relevant to the specific franchise operations and which operations they are; and
3. cash flow requirements including:
   a. anticipated payments with some detail about the entity that is required to make the payments and from which account; and
   b. anticipated receipts with similar details.

I expect that this is information which would need to be put in front of Justice Sharma in the event an agreement cannot be reached and the hearing becomes necessary.

Regards

Jeremy

Jeremy D. West, Partner

D 604 642 5684 | **F** 604 688 8193
E jwest@watsongoepel.com
1200-1075 West Georgia St., Vancouver, BC V6E 3C9

Vancouver | West Vancouver

View my bio

From: Raj Wijesinghe <Raj@freshslice.com>
Sent: Thursday, August 20, 2026 5:49 PM
To: Jeremy D. West <jwest@watsongoepel.com>; Dan Parlow <dparlow@kornfeldllp.com>
Cc: Raj Tutt <rt@freshslice.com>; Zaheer Awan <zaheer@freshslice.com>; Beckett Reinecke <breinecke@watsongoepel.com>; jm@mceownassociates.ca
Subject: Re: Transfer to the Post-Receivership Account
Importance: High

Dear Jeremy, John and Dan,

Thank you, Jeremy, for your email.

We appreciate the Receiver's confirmation that it does not wish to unduly affect the operations of the businesses and is prepared to work collaboratively toward a mutually satisfactory arrangement.

We write further to clarify our clients' proposal.

Our clients' immediate and overriding concern is that the Russell Entities and Alexander Entities must be able to resume ordinary-course operations without further interruption. The freezing or seizure of operating accounts has had an immediate impact on payroll, franchisee operations, centralized banking, and day-to-day business functions. Whatever the parties' respective positions may be on the interpretation or scope of the May 13, 2026 Order, all parties should seek to avoid unnecessary operational harm pending any further direction from Madam Justice Sharma.

In that spirit, and strictly to allow operations to get back online, our clients are prepared to post $900,000 as security. That amount is proposed because it would satisfy the outstanding judgment amount while preserving the Receiver's ability to continue its work, including any tracing exercise relating to the 2023 declarations.

For clarity, the Defendants do not admit that the proposed $900,000 constitutes the "property" referenced in the 2023 declarations. Nor should the posting of that security be taken as an admission that those funds are traceable to, derived from, or otherwise impressed with any claim arising from the 2023 declarations. The proposal is made solely as a practical and without-prejudice measure to preserve the Plaintiffs' position while permitting the businesses to continue operating.

If necessary, our clients are prepared to have the $900,000 held "in trust" with counsel for the Plaintiffs, or on such other agreed trust terms as may be acceptable to the parties, pending further agreement or order of the Court. The funds would remain preserved and unavailable for ordinary use, while the Receiver proceeds with any tracing or investigative work it considers necessary in relation to the 2023 declarations.

On that basis, we propose the following practical arrangement:

1. the Defendants will post $900,000 as security, to be held in trust by Plaintiffs' counsel, the Receiver, or another agreed stakeholder;
2. the posting of that security will be strictly without prejudice and will not constitute an admission that the funds are the property referred to in the 2023 declarations;
3. the Receiver may continue its tracing and investigative work concerning the property allegedly subject to the 2023 declarations;
4. the Receiver and Plaintiffs will consent to the release and restoration of all remaining operating funds and operating accounts necessary for payroll, franchisee operations, centralized banking, and ordinary-course business operations;
5. the Receiver will not take further enforcement steps against operating accounts or ordinary-course business funds pending agreement of the parties or further order of the Court; and
6. if the parties cannot agree on the terms, they will seek urgent directions from Madam Justice Sharma, who is seized of the matter.

We propose that this be treated as an **interim, without-prejudice agreement** only, designed to stabilize the businesses and allow ordinary-course operations to resume while the parties obtain directions from Madam Justice Sharma. The proposed arrangement is not intended to finally resolve the parties' dispute over the scope or interpretation of the May 13, 2026 Order, the characterization of any seized funds, or the effect of the 2023 declarations. Those issues can be addressed by the Court on an urgent basis.

In the meantime, the objective should be to preserve sufficient security while avoiding unnecessary disruption to payroll, franchisee operations, centralized banking, and day-to-day business functions.

This proposal addresses the concern raised in your email: it preserves security sufficient to satisfy the judgment, without requiring the parties to resolve now whether that particular $900,000 is or is not the property referenced in the 2023 declarations. It also avoids the immediate and potentially severe disruption to active business operations while maintaining the Receiver's ability to report to or seek directions from the Court if necessary.

This proposal addresses the concern raised in your email: it preserves security sufficient to satisfy the judgment, without requiring the parties to resolve now whether that particular $900,000 is or is not the property referenced in the 2023 declarations. It also avoids the immediate and potentially severe disruption to active business operations while maintaining the Receiver's ability to report to or seek directions from the Court if necessary.

With respect to your question regarding potential priority claims, we are instructed that CRA has a claim of $204,796.48 against JM Food Services Ltd. comprising of ordinary corporate income tax.

We do not accept that this affects the proposed security. The $900,000 is proposed to be provided by RF Franchising Inc. Any CRA deemed trust arising in respect of JM Food Services Ltd. attaches to the property of that entity, and the Defendants do not admit that the proposed security constitutes property of JM Food Services Ltd. or property subject to the 2023 declarations.

To the extent the Receiver or the Plaintiffs are concerned about the effect of competing priorities, we propose that the interim arrangement expressly preserve all priorities, claims, entitlements and defences as they would have stood had the funds not been transferred, with those issues to be determined by Madam Justice Sharma or as the Court may direct.

I look forward to a response from the Plaintiffs and the Receiver to our proposal at your earliest convenience.

Raj Wijesinghe
Litigation Counsel

T: +1 604-251-7444
M: 604-762-4400
E: Raj@freshslice.com
W: www.freshslice.com

Global Headquarters
1610 Ingleton Ave, 2nd Floor, Burnaby, BC V5C 5R9

From: Jeremy D. West <jwest@watsongoepel.com>
Sent: August 20, 2026 4:56 PM
To: Raj Wijesinghe <Raj@freshslice.com>; Dan Parlow <dparlow@kornfeldllp.com>
Cc: Raj Tutt <rt@freshslice.com>; Zaheer Awan <zaheer@freshslice.com>; Beckett Reinecke <breinecke@watsongoepel.com>; jm@mceownassociates.ca <jm@mceownassociates.ca>
Subject: RE: Transfer to the Post-Receivership Account

Afternoon Raj. Sorry for the delay in responding but I have been tied up on another matter

Further to our conversation this morning, your letter forwarded by email of 11:49 am this morning and your email below. We confirm that we are retained by the Receiver in respect to the Receivership Order made May 13, 2026.

We also confirm that you were counsel for the Defendants at the May 13, 2026 hearing and endorsed the Order approving its form on behalf of the Defendants.

The scope of the Order.

As discussed, we cannot speak to the "spirit/intention" of the Order but in our view it speaks for itself and we do not accept your characterization of the Order as set out in your letter of August 20, 2026 (attached). In particular:

1. Paragraph 1 of the Order provides that the receiver is "*appointed Receiver, without security, of the ..., bank accounts (other than trust account or escrow accounts) ..... and such part of the undertaking of the Russell Entities and the Alexander Entities that does not consist of the provision of restaurant franchise activities and day to day operations*" (emphasis added).

   In our view, the clear wording confirms that the "carveout" at paragraph 1 of the Order (for provision of restaurant franchise activities and day to day activities) does not apply to the "bank accounts" but is restricted to "the undertaking of the Russell Entities and the Alexander Entities".

2. Paragraph 2(n) of the Order does not provide as you suggest in your letter. Rather, it confirms that the Receiver's powers include "to exercise any shareholder, partnership, joint venture or other rights which the Russell Entities and the Alexander Entities may have, but will exclude any rights in connection with restaurant franchise activities and day to day operations".

3. Paragraph 11 of the Order is wording found in the Model Receivership Order and provides that "Persons" (defined at paragraph three of the Order) that have contractual agreements with the Russell Entities and Alexander Entities for the supply of goods and/for services are restrained from terminating/discontinuing/altering or interfering with those services provided that they are paid for going forward.

In the event that the form of Order does not reflect what was intended, it does make sense to seek clarification from the court.

Availability for hearing before Sharma J

I confirm that I am presently available:

August 25 – 28
September 3 , 4, 8-11.

Cooperation proposal

I have reviewed the proposal set out below and am in the process of securing instructions. I do not have detailed familiarity with the underlying litigation but I have had the opportunity to briefly review the:

1. 2019 Reasons for Judgment; and
2. 2023 Reasons for Judgment.

As I understand it:

1. In 2019 a monetary judgment was issued against certain defendants in the existing proceedings which remains unpaid; and
2. in 2023 declarations were made to the effect that:
    a. the transfer of certain property by JM Food Services was a fraudulent conveyance within the meaning of the *Fraudulent Conveyance Act*;
    b. the transfer of certain property by JM Food Services was a fraudulent preference within the meaning of the *Fraudulent Preference Act*; and
    c. the plaintiffs are entitled to pursue their remedies as judgment creditor against JM Food Services as if it were still the legal and beneficial owner of the transferred property.

As I understood our discussion earlier today, there remains an outstanding question regarding what, and to whom it was transferred, property is the subject of the 2023 declarations. As I understand your clients' proposal, the $900,000 being offered as "security" will be coming from RF Franchising Inc. It is not clear (at least to me) whether or not those funds represent the property which is subject to the 2023 declarations. It may be that your clients have (or will) accepted that those funds are the "property" referenced in the 2023 judgment but if that issue remains to be determined, and your clients intend to argue they do not, I expect the Receiver would have concerns about releasing other funds which may in fact form part of the "property" referenced in the 2023 Judgment.

The Receiver has no desire to unduly affect the operation of businesses and is prepared to work collaboratively with the parties to try and secure a mutually satisfactory arrangement but as matters presently stand it has been ordered by the court to take possession of the funds in the bank accounts of the Russell Entities and the Alexander Entities pending further order of the court. If it is ultimately determined that the funds which are being offered as "security" are not the property referenced in the 2023 judgment, and the Receiver agrees to release other funds (without court approval) which are determined to be funds which are subject to the 2023 judgment, this could create significant issues.

I am also led to believe that there may potentially be other priority claims (for example the CRA) which might also affect the ultimate distribution. Can you confirm whether that is the case?

It may be that with greater familiarity with the underlying issues, counsel for the parties may be able to jointly propose terms that would satisfy those (or any other concerns) but at this stage I suspect that the Receiver will not be in a position to agree to the terms proposed without further information/clarification.

I would encourage counsel to discuss potential terms which would satisfy the competing interests including, whether or not there is any prospect of the monies due and owing to the plaintiffs being paid out which I assume would obviate the need for the Receiver going forward.

Regards

Jeremy

WATSON GOEPEL
LAWYERS · AVOCATS

Jeremy D. West, Partner

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Vancouver | West Vancouver
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From: Raj Wijesinghe <Raj@freshslice.com>
Sent: Thursday, August 20, 2026 1:50 PM
To: Dan Parlow <dparlow@kornfeldllp.com>; jm@mceownassociates.ca; Jeremy D. West <jwest@watsongoepel.com>
Cc: Raj Tutt <rt@freshslice.com>; Zaheer Awan <zaheer@freshslice.com>
Subject: Re: Transfer to the Post-Receivership Account
Importance: High

Dear John, Jeremy and Dan,

Further to our recent correspondence and discussions regarding the Receiver's enforcement steps, we have now received instructions from our clients to permit the Receiver to hold **$900,000** in a Post-Receivership Account, pending further direction or order of the Court regarding any disposition, application, or disbursement of those funds.

For clarity, our clients' position remains that any funds held by the Receiver are to be held in accordance with the Order Made After Application pronounced by Madam Justice Sharma on May 13, 2026, including the requirement that monies collected by the Receiver be deposited into a Post-Receivership Account and held to be paid only in accordance with the terms of the Order or any further order of the Court.

Our clients are prepared to cooperate with the Receiver to facilitate the transfer of **$900,000** from the following account:

Account holder: RF Franchising Inc.
Bank / financial institution: TD Canada Trust

Branch: 1933 Willingdon Ave, Burnaby.
Account number: 5277010
Transit number: 96560
Institution number: 004
Authorized contact: Zaheer Awan / Megha Bhatia - Accounting (604) 251-7444 ext. 113

This agreement is strictly limited to permitting the Receiver to hold **$900,000** in the Post-Receivership Account pending further Court direction. It is not an agreement that the Receiver may disburse, distribute, apply, or otherwise deal with those funds absent Court approval or further order.

Further, all other monies seized today from the Russell and/or Alexander Entities accounts will be returned to those particularized accounts as soon as possible.

For further certainty, our clients do not consent to any additional seizure, freezing, transfer, withdrawal, application, or disposition of funds from any other operating account of the Russell Entities or Alexander Entities. Our clients also do not consent to any step that would impair payroll, franchisee operations, centralized banking services, or ordinary-course business operations.

Please confirm:
1. the Post-Receivership Account into which the **$900,000** will be deposited;
2. That the Receiver will return all other monies seized today from the Russell and Alexander entities;
3. that the Receiver will hold those funds pending further direction or order of the Court;
4. that the Receiver will not disburse, apply, distribute, or otherwise deal with those funds without Court approval or further order;
5. that the Receiver will not take any further steps against operating accounts of the Russell Entities or Alexander Entities pending further agreement or Court direction; and
6. whether the Plaintiffs and Receiver agree that any dispute regarding disposition of these funds should be addressed before Madam Justice Sharma, who is seized of the matter.

This correspondence and our clients' limited cooperation are without prejudice to, and do not constitute a waiver of, any of our clients' rights, remedies, objections, or positions, including their position that the Receiver's enforcement steps have exceeded the proper scope of the Order.

We would appreciate your confirmation as soon as possible so that the mechanics of the transfer can be addressed in an orderly manner and without further disruption to business operations.

Raj Wijesinghe
Litigation Counsel

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M: 604-762-4400
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W: www.freshslice.com
Global Headquarters
1610 Ingleton Ave, 2nd Floor, Burnaby, BC V5C 5R9

This is **Exhibit "E"** referred to in the 1st Affidavit of
Rajeewa Wijesinghe sworn before me at Vancouver,
British Columbia this 31st day of August, 2026

A Commissioner for taking Affidavits for
British Columbia

Kornfeld

Dan Parlow
dparlow@kornfeldllp.com D: 604.331.8322

File No. DAV017WAH241

August 21, 2026

Watson Goepel Lawyers
1200-1075 West Georgia St.,
Vancouver, BC V6E 3C9
Attention: Mr. Jeremy West

jwest@watsongoepel.com

McEown and Associates Ltd.
Attention: Mr. John McEown

jm@mceownassociates.ca

Raj Wijesinghe
Freshslice Litigation Counsel
1610 Ingleton Ave, 2nd Floor,
Burnaby, BC V5C 5R9

raj@freshslice.com

Dear Sirs/Mesdames:

Re: Tariq Waheed and 0923063 B.C. Ltd. v. JM Food Services Ltd. et al
SCBC Action no. S2011355; Vancouver Registry (the "Action")

Receivership Order made May 13, 2026 (the "Receivership Order")

We acknowledge receipt of correspondence yesterday from Mr. Wijesinghe and Mr. West.

We concur substantively with the content of Mr. West's correspondence.

Defendants' schemes

It is readily apparent from Mr. Wijesinghe's carefully worded emails that the Defendants in the Action intend to continue to evade payment of the various judgments made against them which are set out in the Schedule hereto (collectively, the "**Judgments**").

Not only will these evasive actions not be tolerated, but they are causing, and will continue to cause, additional unnecessary expense which the Defendants themselves will bear, whether directly pursuant to the Receivership Order in the form of the Receiver's and its counsel's fees and disbursements, or in the form of additional legal costs to the Plaintiffs for which we will seek additional orders for costs on a full indemnity basis.

History before the court

It is readily apparent from the reasons for Judgment of the Honourable Justice Winteringham pronounced December 1, 2023 (the "**Fraudulent Conveyance Reasons**") that the Defendants have deliberately, wantonly and repeatedly failed to produce the documents required to determine the quantum of transfers made by JM Food Services to the other Defendants.

Kornfeld LLP
Suite 1100 - 505 Burrard St. Vancouver, BC Canada V7X 1M5
T 604.331.8300 **F** 604.683.0570 **kornfeldllp.com**

The Fraudulent Conveyance Reasons include, *inter alia*, the following conclusions (we have added bolding emphasis):

> [18] The evidence demonstrates that JM Food Services transferred to RFSP its right to receive income from franchisees. **Mr. Russell did not, however, produce any written assignments of franchise agreements from JM Food Services to RFSP. The plaintiffs submit that it is significant that the defendants have not produced any documentation regarding these transactions.** Moreover, it appears that the transfers occurred without any consideration.
>
> …
>
> [22] At his examination for discovery, Mr. Russell **testified that he did not have access to documents proving the noted transactions**.
>
> …
>
> [25] Effective December 18, 2017 or sometime in early 2018, Mr. Russell reorganized the Freshslice group of companies to move operations from JM Food Services and RFSP to Freshslice Holdings, RF Franchising, and a new holding company, referred to as "Benco" in a letter dated December 12, 2017 from Encompass Chartered Professional Accountants.
>
> [26] Mr. Russell agreed that the effect of the re-organization of the Freshslice group of companies was to vest assets in the Family Trust that had previously been held by Freshslice Holdings and RF Franchising.
>
> …
>
> [29] I note that Mr. Russell **has not produced any tax returns or financial documentation other than a tax return and financial statement for the year ending September 30, 2015, despite demands, court orders, and an obligation to do so under the *Rules*.** As will be discussed in more detail below, **the state of document disclosure in this case has supported adverse inferences against the defendants and stymied the prospect of supporting the positions they take.**
>
> …
>
> [34] In his evidence, Mr. Alexander maintained that the money used to buy A&M was paid by 101 and any ongoing payments for the purchase were made from 101. **No documents were produced by the defendants confirming whether any payment was made.**
>
> …
>
> [37] This section considers three evidentiary issues that bear on the Court's analysis of the core legal issues… **third, it considers the impact of Mr. Russell's repeated refusals and inaction in respect of the usual documentary disclosure required in civil proceedings.**
>
> **…**
>
> **[43] In respect of documentary disclosure, the difficulty the Court has in this case is the failure of the defendants to disclose documents that could have corroborated their assertions.**
>
> …
>
> [63] Mr. Russell's testimony was flawed in a number of respects.
>
> [64] First, he maintained a hostility during the cross-examination that was not warranted. **The parties have now been engaged in litigation for many years. However, this proceeding was only necessary because a substantial judgment has remained unpaid.**

…

[66] All of that said, it was evident that Mr. Russell maintains a palpable dislike for Mr. Waheed that he holds to this day.

[67] Second, as will be discussed in more detail below, he did not comply with basic document disclosure, despite orders compelling the defendants to do so. Mr. Russell was quick to blame others for his failings in this regard, whether it be a disgruntled employee, inadequate representation at the *First Proceeding*, or opposing counsel. In my view, with respect to matters generally and the document production in particular, these were all matters within Mr. Russell's control. **Though a failure to disclose some documents might be explained, Mr. Russell has demonstrated over the years a refusal to comply with the document disclosure orders. His explanations for failing to do so were not persuasive.**

…

[73] Also relating to disclosure failures, and emanating from the *First Proceeding*, is a finding of contempt made by Macintosh J. On February 3, 2020, Macintosh J. made the following order after application:

> 1. [JM Food Services] and [Mr. Russell], jointly and severally, be fined $5,000 for their contempt of court, **for their willful disobedience of the order of Master Vos dated October 15, 2019, which ordered [Mr. Russell] to** pay to the judgment creditors $246.75, and ordered [JM Food Services] **to provide to the judgment creditors, among other things, documents relating to the income and assets of [JM Food Services] which terms they have wilfully disobeyed in defiance and contempt of the authority and dignity of this court.**
>
> 2. There is a **finding of contempt against [Mr. Russell] and [JM Food Services]** for nonpayment of $246.75 and from **failure to produce documents pursuant to the Order of Master Vos dated October 15, 2019.**

…

[75] Mr. Russell focused on **two reasons to explain the lack of document disclosure**. First, Mr. Russell testified that many of the documents ordered to be produced had been stolen by a disgruntled employee… However, **financial documents, including bank accounts, CRA filings, financial statements, share purchase documents, and the like would have been available from another source,** even if the defendants' copies had been removed. The defendants could have obtained copies of such documents from their bank, accountants or lawyers.

[79] The history presented above demonstrates **the plaintiffs did all they could to compel production. The shortfall is the defendants' responsibility—no one else.**

[80] From the history of the litigation outlined above, it is evident that **the plaintiffs attempted to obtain the disclosure to which they were entitled,** including attending at Court to obtain orders compelling production. Unfortunately, **the defendants did not produce this basic disclosure, that is banking records from a financial institution or corporate financial statements or CRA documents.**

[81] **As a result, I am left with Mr. Russell's assertion and a handful of documents to support the assertions about the companies' financial viability.**

[82] **Mr. Russell's failure to produce documents has caused the Court to draw adverse inferences** to the extent that had documents been produced, they would have supported the

plaintiffs' position in respect of two primary issues before me: (1) whether there was a disposition of property; and, (2) whether the transfer of property was solely to restructure a struggling company or to hinder or delay the ability of the creditor to exercise its rights.

Conclusion

In conclusion, there is a complete and utter lack of transparency on the part of the Defendants. As such, without additional legal proceedings it will be impossible to identify to extent to which Frozen Funds do, or do not, emanate, directly or indirectly, from the fraudulent transfers identified in the Fraudulent Conveyance Reasons.

An additional issue with the proposed release of any Frozen Funds at this time is that the Defendants are indebted to various parties including Canada Revenue Agency who may well assert claims to all or the $900,000 which Mr. Wijesinghe has proposed be paid into trust with the balance released.

There are ongoing court proceedings with CRA of which we do not have full details. There are ongoing court proceedings with other claimants. **The Defendants' history of lies and obfuscations is a strong indicator to us that CRA and other creditors will assert claims, including claims for costs, far in excess of those to which Mr. Wijesinghe has referred in his recent email.**

Under no circumstances will our client consent to funds which have been frozen and/or paid into the Receivership Accounts pursuant to the Receivership Order (collectively, the "**Frozen Funds**") being released without:

a. the Judgments being paid in full; and
b. an additional sum of $100,000 being paid into our (or the Receiver's) trust account to secure Receivership costs and the as-yet-unquantified full indemnity costs ordered by the Honourable Justice Sharma.

If necessary, we will also seek additional orders for punitive damages arising from the continuing efforts to obfuscate and evade payment of the Judgments.

It is our position that so long as the Judgments remain outstanding and the additional sum of $100,000 remains unsecured, not a dime of Frozen Funds may be released. **The Receiver must not do so unless ordered by the Court.**

It is patently obvious that, if it were otherwise, it the Defendants will seek the right to argue later that the funds withheld are not properly applied to the Judgments, with the balance of Frozen Funds having been released. That possibility is simply intolerable.

Finally, and in any event, there is no basis in law for the Judgments to remain unpaid, even for one more day.

Availability to re-attend before Justice Sharma

Of the dates proposed, we can be available August 27 or 28 to re-attend before Justice Sharma.

Yours truly,

KORNFELD LLP
Per:

Dan Parlow
Law Corporation

DSP:twl

SCHEDULE OF JUDGMENTS

Judgment Owing to 0923063 B.C. Ltd. and Tariq Waheed by JM Food Services Ltd. as of August 20, 2026

Award of November 18, 2019 to 0923063 B.C. Ltd.	$	342,435.13
Post-judgment interest	$	87,679.44
Award to Tariq Waheed of November 18, 2019	$	26,852.98
Post-judgment interest	$	6,875.62
Assessed costs to both plaintiffs following first trial	$	197,168.69
Post-judgment interest	$	50,484.42
Costs consented to after dismissal of first appeal	$	2,593.15
Post-judgment interest	$	663.97
Certificate of Costs for second trial entered April 10, 2025	$	27,000.00
Post-judgment interest	$	2,789.80
Certificate of Costs for third trial assessed on July 6, 2026	$	12,907.68
Post-judgment interest	$	599.84
Post-judgment interest on $745,143.20 (outstanding judgment as of May 13, 2026) to August 20, 2026	$	8,994.15
Total excluding Receivership		**$ 767,644.87**

Post-judgment interest rate is currently 4.45% providing a per diem of $92.45.

Plus costs of the motion to appoint a receiver on a substantial indemnity basis, as agreed or assessed.

Plus Receiver's costs pursuant to Receivership Order

This is **Exhibit "F"** referred to in the 1st Affidavit of
Rajeewa Wijesinghe sworn before me at Vancouver,
British Columbia this 31st day of August, 2026

A Commissioner for taking Affidavits for
British Columbia

Freshslice Holdings Ltd.
1610 Ingleton Avenue
Burnaby, British Columbia, V5C 5R9
Phone: (604) 251-7444
Fax: (604) 251-6727

Subject: Urgent: Interim Security Proposal, Restoration of Operations and Appearance Before Justice Sharma

Dear Jeremy and Dan,

We acknowledge receipt of Jeremy's email and Dan's letter dated August 21, 2026.

The Defendants do not contend that the judgments against JM Food Services Ltd. should remain unsecured, nor do they seek to prevent the Receiver from carrying out an appropriate tracing exercise. The immediate issue is whether all funds seized from the operating accounts of the Russell Entities and Alexander Entities may properly be retained as property available to satisfy judgments against JM Food Services before the necessary tracing and characterization exercise has been completed, and despite the resulting disruption to active businesses.

Our clients have proposed to post **$900,000 as interim security**. According to the schedule attached to Dan's letter, the quantified judgment debt, interest and assessed costs as of August 20, 2026 total **$767,644.87**, excluding receivership costs and the costs of the appointment motion. The proposed security therefore exceeds the presently quantified judgment amount.

The 2023 Reasons and the Property Available for Enforcement

Dan's letter quotes extensively from adverse factual findings in the 2023 Reasons, but does not address the paragraphs identifying the property that was transferred or the limits of the relief actually granted.

At paras. 117–121, Justice Winteringham identified the transferred property as the rights and related income streams concerning the sale of pizza dough, equipment and smallwares, and franchises. The Court traced the franchise rights through RFSP and Freshslice Holdings to RF Franchising, the equipment and smallwares rights to 1015214 B.C. Ltd., and the dough-production and operational rights to A&M Enterprise Ltd.

At para. 164(c), the Court ordered that the Plaintiffs could pursue their remedies as judgment creditors against JM Food Services as though JM Food Services remained the legal and beneficial owner of **the transferred property**, and only to the same extent as before the transfer. The Court did not hold that every presently existing asset or bank balance of every defendant automatically constitutes the transferred property or its traceable proceeds. That characterization remains an issue requiring evidence and, where necessary, Court determination.

The limits of the relief are also material. At para. 165, the Court declined to grant an injunction restraining disposition or encumbrance and declined to declare that the defendants held property in trust for the Plaintiffs. At para. 166, the Court rejected the Plaintiffs' request for a joint and several monetary judgment against all defendants because no legal basis for that relief had been pleaded.

Accordingly, our clients are not asserting that the judgment need not be paid. Their position is that enforcement against entities other than the judgment debtor must remain connected to the property identified in the 2023 declarations or its properly traceable proceeds.

Actual Disruption and Losses

Jeremy requested account-specific and cash-flow information. We now provide it. The following operating accounts are blocked:

1. **Freshslice Holdings Ltd. — account ending 6995:** used primarily for surcharge operations, office expenses, new-franchisee onboarding and training, subcontractor payments and monthly revenue-share payments.

2. **RF Franchising Inc. — account ending 7010:** used primarily for franchise promotions and events, travel expenses and biweekly subcontractor payments.

3. **1015214 B.C. Ltd. — account ending 9323:** used for new-store buildouts, ongoing supplies to existing stores, weekly vendor payments, wire transfers and biweekly payroll.

4. **A&M Enterprise Ltd. — account ending 9005:** used for dough production and distribution, marketing expenses, weekly vendor payments, wire transfers and biweekly payroll.

Payments already processed and affected by the restraint include:

- payroll for 1015214 B.C. Ltd.: **$66,357.28**;
- payroll for A&M Enterprise Ltd.: **$61,627.35**; and
- vendor payments: **$49,682.80**.

Further scheduled payments now delayed include:

- subcontractors for 1015214 B.C. Ltd. and A&M Enterprise Ltd.: **$24,401.23**;
- vendor payments for 1015214 B.C. Ltd.: **$79,613.62**; and
- vendor payments for A&M Enterprise Ltd.: **$217,031.36**.

Anticipated receipts affected include:

- A&M Enterprise Ltd.: **$364,382.28**;
- Freshslice Holdings Ltd.: **$148,826.95**; and
- RF Franchising Inc.: **$115,500.00**.

These figures do not include NSF fees, overdraft charges, vendor penalties, interest, or consequential commercial losses. The accounting department has also had to divert resources from filings, compliance work, budgeting and deliverables to other departments. Operations have not merely been inconvenienced; they have been abruptly halted.

The Receiver has repeatedly stated that it does not wish to unduly affect operations. Nevertheless, that is now the practical result. The Plaintiffs' position offers no operational solution: it demands that every dollar remain frozen unless the judgment is paid and an additional $100,000 is posted for unquantified costs. That does not engage with our clients' proposal to secure more than the entire quantified judgment while preserving all tracing and priority issues for the Court.

Renewed Interim Proposal

Pending an urgent appearance before Madam Justice Sharma, our clients renew the following interim and without-prejudice proposal:

1. The Defendants will deposit **$900,000** with the Receiver, or with agreed counsel in trust, as interim security.
2. The security will remain intact and will not be distributed or applied except by written agreement or further order of the Court.
3. Posting the security will not constitute an admission that the $900,000 is property transferred by JM Food Services, property within the 2023 declarations, or proceeds traceable from such property.
4. All claims, priorities, tracing rights, arguments and defences will be preserved as though the substitution of security had not occurred.
5. The Receiver may continue its investigation and tracing exercise concerning the property identified in the 2023 Reasons.
6. The remaining frozen funds will be returned and the identified operating accounts restored so that payroll, franchisee operations, centralized banking and ordinary-course obligations may resume.
7. The Defendants will provide reasonable, ongoing account and cash-flow information necessary to support the interim arrangement.
8. The parties will attend urgently before Madam Justice Sharma for directions concerning the interpretation of the May 13, 2026 Order, the treatment of operating funds, the characterization of the security, any appropriate reserve for receivership costs, and the process for identifying property subject to the 2023 declarations.

This proposal fully secures the presently quantified judgment, permits the Receiver to continue tracing, and avoids further damage to the businesses pending the Court's determination. It requires no party to concede the disputed characterization or priority issues.

Jeremy, we respectfully ask that the Receiver, as an officer of the Court, take the lead in working with counsel toward a practical interim solution. The Receiver has said that it does not wish to disrupt operations and is prepared to work collaboratively. The financial information above now confirms that operations have been halted and identifies the immediate payroll, vendor, subcontractor and franchise-related consequences. The Plaintiffs have offered no workable proposal to address that harm. We therefore encourage the Receiver to propose any additional monitoring, reporting, reserve or trust terms it reasonably considers necessary so that the affected operating accounts can be restored pending the hearing before Madam Justice Sharma.

If agreement cannot be reached, we will seek urgent directions from Madam Justice Sharma and place before the Court evidence of the operational losses, the security offered, the absence of a workable alternative from the Plaintiffs, and our clients' efforts to mitigate loss while preserving the judgment.

Our clients expressly reserve all rights to seek appropriate relief, including compensation, costs or other remedies against any party whose conduct is ultimately determined to have exceeded the Order, unreasonably prevented a protective interim arrangement, or caused avoidable loss after adequate security was offered. Nothing in this correspondence alleges that such liability has already been established.

Please confirm by **5pm today** whether the interim proposal is accepted. If it is not accepted, then we will seek August 27 and/or August 28, 2026 for an urgent appearance before Madam Justice Sharma.

We remain ready to work constructively and immediately toward terms that protect the Plaintiffs' judgment and the Receiver's tracing mandate while allowing employees, franchisees, suppliers and the affected businesses to continue operating.

Yours sincerely,

Per:

Rajeewa Wijesinghe
General Counsel