No. S-2011355
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 FRESHSLICE FAMILY TRUST

DEFENDANTS

RECEIVERS' FIRST REPORT TO COURT

MCEOWN AND ASSOCIATES LTD.

SEPTEMBER 2, 2026

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Appendices

A. INTRODUCTION AND PURPOSE

1. Pursuant to the Receivership Order made in these proceedings on May 13, 2026 (the "**Receivership Order**"), McEown and Associates Ltd. was appointed as equitable receiver and manager (in such capacity, the "**Receiver**'), without security, of certain property.

2. Rather than vesting the entire assets and operations of the Defendants, the Receiver was appointed in respect to specific property of the Defendants being the accounts receivable (present or future including receivables rising out of current work in progress), restaurant franchise fees owed to JM Food Services Ltd., Freshslice Holdings Ltd., RFSP Equipment & Operating Inc., RF Franchising Inc., and the Trustees of the Freshslice Family Trust (collectively the "**Russell Entities**") and/or A&M Enterprise Ltd., and 1015214 BC Ltd. (collectively the "**Alexander Entities**") (present or future including fees arising out of current work in progress), leasehold interests, bank accounts (other than trust or escrow accounts), and other tangible personal property of the Russell Entities and Alexander Entities (specifically excluding any client files whether physical or electronic, and any client property held by the Russell Entities and Alexander Entities) and such part of the undertaking of the Russell Entities and Alexander Entities that does not consist of the provision of restaurant franchise activities and day to day operations, of all of the tangible and intangible assets and property of the Russell Entities and Alexander Entities (the "**Property**").

3. A copy of the Receivership Order is attached and marked **Appendix "A"**.

4. For reasons that are unknown to the Receiver, the Receivership Order was not entered until July 31, 2026.

5. The purpose of this Report is to provide the Court with an update on:

    a. the Receiver's activities since appointment;

b. steps taken by the Receiver to take possession of the Property and secure information from the Defendants relating to the "income streams" which were transferred by JM Foods Services Ltd. contrary to the provisions of the *Fraudulent Conveyance Act* and the *Fraudulent Preference Act*;

c. concerns raised by the Russell Entities and Alexander Entities (collectively the "**Debtors**") regarding the Receiver taking possession of the Debtors' bank accounts;

d. commenting on the proposals made by the Debtors to provide security for the underlying debt and the Administration costs; and

e. providing its comments and recommendations on the Debtors' Notice of Application dated August 31, 2026 proposing a variation to Receivership Order (the "**Variation Application**").

B. DISCLAIMER AND TERMS OF REFERENCE

6. Except as specified, in preparing this Report the Receiver has obtained and relied upon unaudited, draft and/or internal information provided by financial institutions and the Debtors together with publicly available information including the Reasons for Judgment issued in these, and related, proceedings.

7. Except as otherwise described in this Report:

a. the Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information which has been provided in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountant Canada Handbook;

b. the Receiver has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountant Canada Handbook; and

c. this Report has been prepared solely for the purpose described and readers are cautioned that it may not be appropriate for other purposes.

C. ACTIVITIES OF THE RECEIVER

8. The Receiver's activities since appointment have included, *inter alia*, the following:

a. receiving Receivership Order and engaging counsel;

b. attending to execution of Receivership Order on Debtors' bank accounts and dealing with financial institutions;

c. making arrangements to open a trust account for deposit of funds secured from financial institutions;

d. reviewing the court judgments secured by the Plaintiffs against the Debtors and information relating to the present-day value of the monetary awards;

e. requesting and reviewing information provided by the Debtors regarding day-to-day cashflow requirements;

f. reviewing and commenting on proposals made by the Debtors to provide security for the underlying debt and the Administration costs;

g. receiving advice from Behrooz Rabiei regarding a monetary judgment which he secured against Freshslice Holdings Ltd.;

h. requesting information regarding outstanding CRA liabilities;

i. preparing a Service List; and

j. preparing the Receiver's First Report to Court.

D. JUDGMENTS IN FAVOUR OF PLAINTIFFS

9. Following its appointment the Receiver made inquiries in relation to the court proceedings underlying its appointment. As a result of those inquiries the Receiver understands that:

a. on April 11, 2019 Justice Macintosh issued Reasons for Judgment in proceedings commenced in the Supreme Court of British Columbia, Vancouver Registry, Action No. S 153190 (the "**2019 Judgment**") in which:

i. the Plaintiffs advanced claims against JM Food Services Ltd., Freshslice Properties Ltd. and RFSP Equipment & Operating Inc.; and

ii. the Plaintiffs were awarded a monetary judgment (including damages for loss of income, loss of goodwill, punitive damages and contractual costs);

b. on December 1, 2023 Justice Winteringham issued Reasons for Judgment in these proceedings (the "**2023 Judgment**") pursuant to which the following orders were made:

[164] Based on this conclusion, the Court makes the following orders:

a) A declaration that the transfer of the property by the defendant, JM Food Services, to each or any of the defendants was a fraudulent conveyance within the meaning of the *FCA*, and is of no force and effect insofar as it affects the rights of the plaintiffs as judgment creditors of the defendant, JM Food Services.

b) A declaration that the transfer of the property was a fraudulent preference within the meaning of the *FPA* and is of no force and effect insofar as it affects the rights of the plaintiffs as judgment creditors of the defendant, JM Food Services.

c) An order that the plaintiffs are entitled to pursue their just and lawful remedies as judgment creditors against the defendant, JM Food Services, as if it were still the legal and beneficial owner of the transferred property to the same extent as it was before the transfer of the property.

10. The Receiver has also made inquiries with counsel for the Plaintiffs regarding the present-day value of the 2019 Judgment and has been advised that as of August 20, 2026, the Plaintiffs calculate the amount due and owing to be $790,161.16 together with post-judgment interest from August 21, 2026 and the costs of the Plaintiffs' application to appoint the Receiver which were awarded on a substantial indemnity basis, as agreed or assessed.

11. Attached and marked as **Appendix "B"** is the Schedule provided to the Receiver by the Plaintiffs calculating the amount due and owing on the 2019 Judgment. The Receiver has reviewed the Schedule and has confirmed that the interest calculations appear to be generally correct.

12. Based on its review of the 2023 Judgment the Receiver understands that the "property" which was the subject of the *Fraudulent Conveyance Act* and *Fraudulent Preference Act* declarations included "income streams" for the:

a. sale of pizza dough to Freshslice franchisees;

b. sale of equipment and smallware to Freshslice franchisees;

c. continuing sales of franchises; and

d. rights to receive interest payments on loans made to franchisees.

(the "**Income Streams**")

See paragraphs 117-121, 127, 141-149 of the 2023 Judgment

E. TAKING POSSESSION OF THE DEBTORS' BANK ACCOUNTS

13. The Property which the Receiver was appointed to take possession of included the bank accounts (other than trust accounts or escrow accounts) of the Debtors. The Receiver was provided account details for bank accounts in the name of certain of the Debtors located at the:

    a. TD Canada Trust ("TD"), Burnaby Commercial Banking Centre; and

    b. Coast Capital Savings ("Coast Capital") branch located at 9900 King George Blvd., Burnaby.

    (the "**Banks**")

14. On August 20, 2026 counsel for the Receiver (Watson Goepel LLP) delivered copies of the Receivership Order to the Banks together with:

    a. particulars of the Debtors' bank accounts that were known to the Receiver (the "**Debtors' Accounts**"); and

    b. a request that the:

        i. Debtors' Accounts be closed effective immediately; and

        ii. any residual funds in the Accounts be delivered to the Receiver.

15. Copies of the correspondence to the Banks is attached and marked **Appendix "C"**.

16. The Receiver was subsequently contacted by representatives of both TD and Coast Capital who provided particulars of the Debtors' Accounts which had been located. Attached and marked **Appendix "D"** is a schedule setting out the:

    a. the financial institution;

b. the account holder;

c. the account details which the Receiver had provided to the Banks; and

d. the amount in each account.

17. In accordance with the Receiver's August 20, 2026 request:

a. Coast Capital closed the Debtors' Accounts and transferred the funds in those accounts to the Receiver (received August 31, 2026); and

b. TD has frozen the Debtors' Accounts and is in the process of making arrangements for the Receiver to access those funds.

18. Based on the information provided by the Banks the Receiver has taken possession and control of $4,548,905.72 from the Debtors' Accounts as particularized in Schedule "D".

19. The Receiver has also requested information from the Debtors relating to revenue and funds received from the Income Streams. Attached and marked as **Appendix "E"** is a copy of that request (the "**Income Streams Request**").

20. As at the date of this Report the Receiver has not received a response to the Income Streams Request. However, based on the materials filed for the Variation Application and the 2023 Judgment, the Receiver understands:

a. as at the date of the 2023 Judgment:

i. A&M Enterprise Ltd. ("**A&M**") had taken over the manufacture and sale of pizza dough; and

ii. the profit on the sale of pizza dough appeared to be over $1 million;

See paragraph 147 of the 2023 Judgment

b. A&M presently produces and sells the pizza dough to franchisees;

c. 1015214 BC Ltd. ("**101**") supplies equipment and smallware to the franchisees;

d. RF Franchising Inc. ("**RF**") oversees all franchising operations, from promotion of the franchise system to onboarding and training; and

e. Freshslice Holdings Ltd. ("FSH") receives revenue shares from 101, A&M and RF, and the surcharge revenue from franchisees.

See paragraph 10 of the Variation Application.

F. CONTACT WITH THE DEBTORS

21. On or about August 20, 2026 the Receiver (and its counsel) were contacted by legal counsel for the Debtors. Counsel advised that the Debtors had become aware that the Receiver had taken steps to take possession of the Debtors' Accounts as provided for in the Receivership Order.

22. The Debtors initially advised the Receiver that:

a. the steps taken by the Receiver to take possession of the Debtors' Accounts did not come within the scope of the Receivership Order;

b. the funds in the Debtors' Accounts were required for the ordinary course business operations of the Freshslice Group; and

c. taking possession of the Debtors' Accounts was contrary to the terms of the Receivership Order because:

i. "*such part of the undertaking of the Russell Entities and Alexander Entities that does not consist of the provision of restaurant franchise activities and day-to-day operations*" was specifically excluded from the Property at paragraph 1 of the Receivership Order;

ii. paragraph 2(n) of the Receivership Order provided that the Receiver was entitled to exercise any shareholder, partnership, joint venture or other rights which the Russell Entities and Alexander Entities may have, <u>but will exclude any rights in connection with restaurant franchise activities and day-to-day operations</u> (<u>emphasis</u> added); and

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

23. The Receiver has reviewed the Debtors' comments in respect to the scope of the Receivership Order but remains of the view that it specifically directs and authorizes the Receiver to take possession of the specified Property including the Debtors' Accounts.

24. The Debtors have also advised the Receiver that the Receivership Order directs, or was intended to direct, the Receiver to undertake an investigation and tracing exercise regarding the property derived from the Income Streams. As far as the Receiver is aware, terms to that effect are not presently included in the Receivership Order.

G. DEBTORS' SECURITY PROPOSAL

25. Notwithstanding the Debtors' views regarding the scope of the Receivership Order, the Receiver has confirmed that subject to performing its obligations under the Receivership Order it has no desire to unduly affect the operation of the businesses and is prepared to work collaboratively with the parties to try and secure a mutually satisfactory arrangement.

26. Prior to the filing of the Variation Application the Receiver invited the Debtors to make a proposal which would ameliorate their concerns regarding day-to-day operations of the business but ensure that there were funds available to satisfy the outstanding monetary judgements.

27. Various proposals were made by the Debtors which essentially included terms as follows:

a. the sum of $900,000 would be transferred to the Receiver as security (the "**Security**");

b. the Security would come 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

c. on delivery of the Security the Debtors would be provided immediate access to the balance of the funds which the Receiver had taken possession of:

d. the Debtors did not admit that the Security constituted property derived from the Income Streams;

e. the posting of the Security was not an admission that those funds were traceable to, derived from, or otherwise impressed with any claim arising from the 2023 Judgment;

f. the Receiver and the Plaintiffs would 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; and

g. the Receiver would not take further enforcement steps against operating accounts or ordinary course business funds pending agreement of the parties or further court order.

(the "**Debtors' Proposal**")

28. While the Receiver was prepared to try and reach an interim agreement, pending further court order, regarding the ongoing day-to-day operations, it had (and continues to have) certain concerns regarding the Debtors' Proposal. In particular:

a. the Debtors:

i. are proposing that the Security be paid from an account in the name of RF;

ii. have confirmed that they do not "admit" that those funds represent proceeds from the Income Stream;

iii. based on the information contained in the Variation Application, RF does not appear to be receiving funds from the Income Streams; and

iv. if the Debtor's position (that the Security does not constitute the "property" referenced in the 2023 Judgment) is correct, the other funds which are proposed to be released may be assets derived from the Income Streams against which the judgment can be exercised.

29. As set out above, based on the Variation Application and the 2023 Judgment, it appears as though the Income Streams revenue is likely being received by A&M (pizza dough), 101 (equipment and smallware sales) and FSH (surcharge revenue from the franchisees).

30. In addition, the Security includes an amount of approximately $100,000 as security for receivership costs. If the Receiver is directed by the court to undertake investigations and a tracing exercise to locate the Income Stream property, and further court applications are required to determine what funds are actually subject to the fraudulent preference/conveyance declarations, it is likely that the administration costs incurred in the receivership will be substantially larger than the $100,000 presently proposed.

H. CONCLUSIONS AND RECOMMENDATIONS

31. The Receiver has currently taken possession of funds totaling $4,548,905.72. The Receiver acknowledges that the sum presently held is more than sufficient to satisfy the monetary judgment and anticipated professional fees. Unfortunately,

the Debtors appear to be unwilling to acknowledge that any of the proposed Security is derived from the Income Streams or available for satisfaction of the judgment.

32. The Receiver is not, in principle, opposed to a variation to the Receivership Order which would allow for a sum to be posted as security for the funds presently held. However, in the event that the court is prepared to grant such an Order, the Receiver is of the view that it will be necessary to ensure that the security posted stands as security for the entirety of the funds which the Receiver has taken possession of so as to avoid the possibility of the Debtors' arguing that the other funds (which are proposed to be released in accordance with the variation requested) actually represent the assets derived from the Income Streams.

33. In addition, if the Court requires the Receiver to undertake a tracing exercise to determine if the funds presently held by it (or the Security) are derived from the Income Streams the costs of the Receiver are likely to be greater than previously anticipated.

DATED at the City of Vancouver, British Columbia, this 2nd day of September 2026.

McEown and Associates Ltd.
Court appointed Receiver of certain Property

Per: John D. McEown, CPA, CA, CIRP, LIT

Appendix "A"

No. VLC-S-S2011355
Vancouver Registry

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BETWEEN:

TARIQ WAHEED and 0923063 B.C. LTD

PLAINTIFFS

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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 FRESHSLICE FAMILY TRUST

DEFENDANTS

ORDER MADE AFTER APPLICATION

BEFORE	) THE HONOURABLE JUSTICE SHARMA	)	MAY 13, 2026

ON THE APPLICATION of the Plaintiffs for an Order pursuant to Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended (the "**LEA**") and *Supreme Court Civil Rules* 10-2 and 13-2(5) appointing McEown and Associates Ltd. as Receiver (in such capacity, the "**Receiver**") without security of certain assets of JM Food Services Ltd., Freshslice Holdings Ltd., RFSP Equipment & Operating Inc., RF Franchising Inc, and the Trustees of the Freshslice Family Trust (collectively, the "**Russell Entities**") and A&M Enterprise Ltd, and 1015214 B.C. Ltd (collectively, the "**Alexander Entities**") coming on for hearing on May 13, 2026 at the Courthouse at 800 Smithe Street Vancouver, British Columbia.

AND ON READING the Amended Notice of Application dated February 18, 2026, the Affidavit #1 of Kristin Apan sworn September 11, 2025, the Affidavit #1 of Tiam Sharafi sworn August 13, 2024, the Affidavit #2 of Tiam Sharafi sworn September 12, 2025, the Affidavit #1 of John McEown sworn September 12, 2025 and the consent of McEown and Associates Ltd. to act as the Receiver; AND ON HEARING Devin P. Lucas, counsel for the Plaintiffs, and Raj Wijesinghe, counsel for the Defendants

THIS COURT ORDERS that:

APPOINTMENT

1. Pursuant to Section 39 of the LEA, McEown and Associates Ltd. is hereby appointed Receiver, without security, of the accounts receivable (present or future including receivables arising out of current work in progress), restaurant franchise fees owed to the Russell Entities and/or Alexander Entities (present or future including fees arising out of current work in progress), leasehold interests, bank accounts (other than trust accounts or escrow accounts), and other tangible personal property of the Russell Entities and Alexander Entities (specifically excluding any client files whether physical or electronic, and any client property held by the Russell Entities and Alexander Entities) and such part of the undertaking of the Russell Entities and Alexander Entities that does not consist of the provision of restaurant franchise activities and day to day operations, of all of the tangible and intangible assets and property of the Russell Entities and Alexander Entities (the "**Property**").

RECEIVER'S POWERS

2. The Receiver is 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 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 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, changing locks and security codes, relocation of Property, engaging independent security personnel, taking physical inventories and placing insurance coverage, For greater certainty, the Receiver's powers do not extend to any professional liability insurance maintained by the Russell Entities and Alexander Entities, the control of which remains with the Russell Entities and Alexander Entities and not the Receiver;

   (c) 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;

   (d) to receive and collect all monies and accounts now owed or hereafter owing to the Russell Entities and Alexander Entities and to exercise all remedies of the Russell Entities and Alexander Entities in collecting these amounts, including, without limitation, enforcement of any security held by the Russell Entities and Alexander Entities;

   (e) to settle, extend or compromise any indebtedness owing to the Russell Entities and Alexander Entities;

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(f) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Russell Entities and Alexander Entities, for any purpose pursuant to this Order;

(g) 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 considers appropriate;

(h) 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 a single transaction for consideration up to $10,000, provided that the aggregate consideration for all such transactions does not exceed $100,000; and

ii. with the approval of this Court in respect of any transaction in which the individual or aggregate purchase price exceeds the limits set out in subparagraph (i) above,

and in each such case notice under Section 59(10) of the *Personal Property Security Act*, R.S.B.C. 1996, c. 359 shall not be required;

(i) 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, free and clear of any liens or encumbrances;

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

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

(l) 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 considered necessary or appropriate by the Receiver, in the name of the Russell Entities and Alexander Entities;

(m) to enter into agreements with any trustee in bankruptcy appointed in respect of the Russell Entities and Alexander Entities, including, without limitation, the ability to enter into occupation agreements for any property owned or leased by the Russell Entities and Alexander Entities;

(n) to exercise any shareholder, partnership, joint venture or other rights which the Russell Entities and Alexander Entities may have, but will exclude any rights in connection with restaurant franchise activities and day to day operations; and

(o) 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 Russell Entities and Alexander Entities, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. Each of (i) the Russell Entities and Alexander Entities; (ii) all of the Russell Entities and Alexander Entities' current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf; and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (collectively, "Persons" and each 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 (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.

4. All Persons, other than governmental authorities, 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 Russell Entities and Alexander Entities, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (collectively, the "Records") in that Person's possession or control. Upon request, governmental authorities shall advise the Receiver of the existence of any Records in that Person's possession or control.

5. Upon request, all Persons shall provide to the Receiver or permit the Receiver to make, retain and take away copies of the Records and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities, provided however that nothing in paragraphs 4, 5 or 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 solicitor client privilege or statutory provisions prohibiting such disclosure.

6. If any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by an 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 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 require including, without limitation, 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.

NO PROCEEDINGS AGAINST THE RECEIVER

7. 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 RUSSELL ENTITIES AND ALEXANDER ENTITIES OR THE PROPERTY

8. No proceeding against or in respect of the Russell Entities and Alexander Entities 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 Russell Entities and Alexander Entities or the Property are stayed and suspended pending further Order of this Court; provided, however, that nothing in this Order shall prevent any Person from commencing a Proceeding regarding a claim that might otherwise become barred by statute or an existing agreement if such Proceeding is not commenced before the expiration of the stay provided by this paragraph and provided that no further step shall be taken in respect of the Proceeding except for service of the initiating documentation on the Russell Entities and Alexander Entities and the Receiver.

NO EXERCISE OF RIGHTS OR REMEDIES

9. All rights and remedies (including, without limitation, set-off rights) against the Russell Entities and Alexander Entities, the Receiver, or affecting the Property, are stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that nothing in this Order shall (i) empower the Receiver or the Russell Entities and Alexander Entities to carry on any business which the Russell Entities and Alexander Entities is not lawfully entitled to carry on, (ii) affect the rights of any regulatory body as set forth in section 69.6(2) of the BIA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. This stay and suspension shall not apply in respect of any "eligible financial contract" as defined in the BIA.

NO INTERFERENCE WITH THE RECEIVER

10. 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 Russell Entities and Alexander Entities, without written consent of the Receiver or leave of this Court. Nothing in this Order shall prohibit any party to an eligible financial contract from closing out and terminating such contract in accordance with its terms.

CONTINUATION OF SERVICES

11. All Persons having oral or written agreements with the Russell Entities and Alexander Entities 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 Russell Entities and Alexander Entities are 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 the Receiver shall be entitled to the continued use of the Russell Entities and Alexander Entitiess' 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 Russell Entities and Alexander Entities 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

12. 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

13. Subject to the employees' right to terminate their employment, all employees of the Russell Entities and Alexander Entities shall remain the employees of the Russell Entities and Alexander Entities until such time as the Receiver, on the Russell Entities and Alexander Entitiess' behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities of the Russell Entities and Alexander Entities, including any successor employer liabilities as referred to in Section 14.06(1.2) of the BIA, other than amounts the Receiver may specifically agree in writing to pay or in respect of obligations imposed specifically on receivers by applicable legislation, including sections 81.4(5) or 81.6(3) of the BIA or under the Wage Earner Protection Program Act, S.C. 2005, c.47. The Receiver shall be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts relating to any employees that the Receiver may hire in accordance with the terms and conditions of such employment by the Receiver.

PERSONAL INFORMATION

14. Pursuant to Section 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 or Section 18(1)(o) of the *Personal Information Protection Act*, S.B.C. 2003, c. 63, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent

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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 Russell Entities and Alexander Entities, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. Nothing in this Order 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 relating to the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination (collectively "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation.

16. 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 the Receiver is actually in possession.

17. Notwithstanding anything in federal or provincial law, the Receiver is not personally liable in that position for any environmental condition that arises or environmental damage that occurred:

    (a) before the Receiver's appointment; or,

    (b) after the Receiver's appointment, unless it is established that the condition arose or the damage occurred as a result of the Receiver's gross negligence or wilful misconduct.

18. Notwithstanding anything in federal or provincial law, but subject to paragraph 17 of this Order, where an order is made which has the effect of requiring the Receiver to remedy any environmental condition or environmental damage affecting the Property, if the Receiver complies with the BIA section 14.06(4), the Receiver is not personally liable for the failure to comply with the order and is not personally liable for any costs that are or would be incurred by any Person in carrying out the terms of the order.

LIMITATION ON THE RECEIVER'S LIABILITY

19. 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:

    (a) any gross negligence or wilful misconduct on its part; or

    (b) amounts in respect of obligations imposed specifically on receivers by applicable legislation.

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

20. The Receiver and its legal counsel, if any, are granted a charge (the "**Receiver's Charge**") on the Property as security for the payment of their fees and disbursements, in each case at their standard rates, in respect of these proceedings, whether incurred before or after the making of this Order. 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.

21. 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 referred to a judge of the Supreme Court of British Columbia and may be heard on a summary basis.

22. 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

23. The Receiver is authorized and 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 $50,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as the Receiver 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 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.

24. 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.

25. The Receiver is 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.

26. 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.

ALLOCATION

27. Any interested party may apply to this Court on notice to any other party likely to be affected for an order allocating the Receiver's Charge and Receiver's Borrowings Charge amongst the Property.

SERVICE AND NOTICE OF MATERIALS

28. The Receiver shall establish and maintain a website in respect of these proceedings at: https://www.mceownassociates.com/ (the "**Website**") and shall post there as soon as practicable:

    (a) all materials prescribed by statute or regulation to be made publicly available, including pursuant to Rule 10-2 of the Supreme Court Civil Rules; and

    (b) all applications, reports, affidavits, orders and other materials filed in these proceedings by or on behalf of the Receiver, except such materials as are confidential and the subject of a sealing order or pending application for a sealing order.

29. Any Person who is served with a copy of this Order and that wishes to be served with any future application or other materials in these proceedings must provide to counsel for each of the Receiver and the Applicant a demand for notice in the form attached as Schedule B (the "**Demand for Notice**"). The Receiver and the Applicant need only provide further notice in respect of these proceedings to Persons that have delivered a properly completed Demand for Notice. The failure of any Person to provide a properly completed Demand for Notice releases the Receiver and the Applicant from any requirement to provide further notice in respect of these proceedings until such Person delivers a properly completed Demand for Notice.

30. The Receiver shall maintain a service list identifying all parties that have delivered a properly completed Demand for Notice (the "**Service List**"). The Receiver shall post and maintain an up-to-date form of the Service List on the Website.

31. Any interested party, including the Receiver, may serve any court materials in these proceedings by facsimile or by emailing a PDF or other electronic copy of such materials to

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the numbers or addresses, as applicable, set out on the Service List. Any interested party, including the Receiver, may serve any court materials in these proceedings by mail to any party on the Service List that has not provided a facsimile number or email address, and materials delivered by mail shall be deemed received five (5) days after mailing.

32. Notwithstanding paragraph 31 of this Order, service of the Notice of Application and any affidavits filed in support shall be made on the Federal and British Columbia Crowns in accordance with the *Crown Liability and Proceedings Act*, R.S.C. 1985, c.C-50 and its regulations for the *Federal Crown and the Crown Proceedings Act*, R.S.B.C. 1996 c.89 in respect of the British Columbia Crown.

33. The Receiver and its counsel are authorised to serve or distribute this Order, any other orders and any other materials as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding copies by facsimile or by email to the Russell Entities and Alexander Entities' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of any legal or juridical obligation and notice requirements within the meaning of clause 3(c) of the Electronic Commerce Protection Regulations.

GENERAL

34. Any interested party may apply to this Court to vary or amend this Order on not less than seven (7) clear business days' notice to the Service List and to any other party who may be affected by the variation or amendment, or upon such other notice, if any, as this Court may order.

35. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

36. Nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Russell Entities and Alexander Entities.

37. This Court requests the aid, recognition and assistance of any court, tribunal, regulatory or administrative body having jurisdiction, wherever located, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All such courts, tribunals and regulatory and administrative bodies are 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.

38. The Receiver is authorized and empowered to apply to any court, tribunal or regulatory or administrative body, wherever located, for recognition of this Order and for assistance in carrying out the terms of this Order and 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.

39. The Applicant shall have its costs of this motion, up to and including entry and service of this Order on a substantial indemnity basis to be paid by the Receiver from the Russell Entities and

Alexander Entities with such priority and at such time as this Court may determine.

40. The Honourable Justice Sharma is seized of this file.

PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

APPROVED BY:

Signature of Lawyer for the Plaintiffs
Kornfeld LLP
for *Devin P. Lucas*

Signature of Lawyer for the Defendants
Raj Wijesinghe

By the Court.

Registrar

SSCHEDULE "A"

RECEIVER'S CERTIFICATE

CERTIFICATE NO. ______________________

AMOUNT $ ______________________

1. THIS IS TO CERTIFY that McEown and Associates Ltd., the Receiver (the "**Receiver**") of certain assets of JM Food Services Ltd., Freshslice Holdings Ltd., RFSP Equipment & Operating Inc., RF Franchising Inc, and the Trustees of the Freshslice Family Trust (collectively, the "**Russell Entities**") and A&M Enterprise Ltd, and 1015214 B.C. Ltd (collectively, the "**Alexander Entities**") acquired for, or used in relation to a business carried on by the Russell Entities and Alexander Entities, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Supreme Court of British Columbia (the "Court") dated the 13th day of May, 2026 (the "**Order**") made in SCBC Action No.VLC-S-S2011355 has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of [redacted], being part of the total principal sum of [redacted] 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 [redacted] day of each month after the date hereof at a notional rate per annum equal to the rate of [redacted] per cent above the prime commercial lending rate of [redacted] 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 the 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 [redacted].

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 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 under this Certificate in respect of which it may issue certificates under the terms of the Order.

DATED the ______day of _______________, 2026

McEown and Associates Ltd., solely in its capacity as Receiver of certain assets of the Russell Entities and Alexander Entities.

Per:

Name:

Title:

SCHEDULE "B"

Demand for Notice

TO: TARIQ WAHEED and 0923063 B.C. LTD
c/o Kornfeld LLP
Attention: Devin P. Lucas
Email: dlucas@kornfeldllp.com

AND TO: **McEown and Associates Ltd**
Attention: John McEown
Email: jm@mceownassociates.ca

Re: In the matter of the Receivership of JM Food Services Ltd., Freshslice Holdings Ltd., RFSP Equipment & Operating Inc., RF Franchising Inc, and the Trustees of the Freshslice Family Trust, A&M Enterprise Ltd, and 1015214 B.C. Ltd

I hereby request that notice of all further proceedings in the above Receivership be sent to me in the following manner:

1. By email, at the following address (or addresses):

   jim@mceownassociates.ca

   OR

2. By facsimile, at the following facsimile number (or numbers):

   604.558.8021

   OR

3. By mail, at the following address:

   900 – 8085 West Georgia Street, Vancouver, BC V6C 3H1

Name of Creditor: ______________________

Name of Counsel (if any): ______________________

Creditor's Contact Address: ______________________

____

Creditor's Contact Phone Number: ______________________

Appendix "B"

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 from November 18, 2019	$ 106,135.00
Award to Tariq Waheed of November 18, 2019	$ 26,852.98
Post-judgment interest from November 18, 2019	$ 8,322.86
Assessed costs to both plaintiffs following first trial	$ 197,168.69
Post-judgment interest from November 18, 2019	$ 61,110.84
Costs consented to after dismissal of first appeal	$ 2,593.15
Post-judgment interest from November 18, 2019	$ 803.73
Certificate of Costs for second trial entered April 10, 2025	$ 27,000.00
Post-judgment interest from December 1, 2023	$ 4,231.44
Certificate of Costs for third trial assessed on July 6, 2026	$ 12,907.68
Post-judgment interest from August 19, 2025	$ 599.66
Total	**$ 790,161.16**

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

WATSON GOEPEL
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Appendix "C"

VANCOUVER | WEST VANCOUVER

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Jeremy D. West
Direct: 604-642-5684
jwest@watsongoepel.com

Legal Assistant: Beckett Reinecke
Direct: 604-642-5695
breinecke@watsongoepel.com

August 20, 2026

File No. 231891-0018

BY COURIER

Coast Capital Savings
800 - 9900 King George Boulevard
Burnaby, BC V3T 0K7

Attention: Branch Manager

Dear Sirs/Mesdames:

Re: In the Matter of the Receivership of JM Food Services Ltd., Freshslice Holdings Ltd., RFSP Equipment & Operating Inc., A & M Enterprises Ltd., 1015214 B.C. Ltd., RF Franchising Inc., and the Trustees of the Freshslice Family Trust (collectively referred to as the "Entities")

Please be advised that we act for McEown and Associates Ltd. in its capacity as court appointed Receiver of certain personal property of the Entities (the "**Receiver**"). Attached is the Receivership Order made May 13, 2026 (the "**Receivership Order**").

In accordance with the terms of Receivership Order, the property over which the appointment relates includes any bank accounts (other than trust accounts or escrow accounts) of the Entities.

The Receiver's records indicate that certain of the above noted Entities have accounts at Coast Capital Savings, the particulars of which are as follows:

1015214 B.C. Ltd.	Account # 110019779323 (100)	
1015214 B.C. Ltd.	Account # 110019779331 (101)	
A and M Enterprise Ltd.	Account # 110003039005 (100)	
A and M Enterprise Ltd.	Account # 110027284078 (120)	1106 St Clair
A and M Enterprise Ltd.	Account # 110027403850 (121)	JV 4287 Hasting St
A and M Enterprise Ltd.	Account # 110027403876 (122)	JV 8671 No. 1 Rd
A and M Enterprise Ltd.	Account # 110004299095 (102)	JV 2949 Main St
A and M Enterprise Ltd.	Account # 110006251730 (106)	Snappy
A and M Enterprise Ltd.	Account # 110019304361 (109)	JV 110-12591 Bridgeport
A and M Enterprise Ltd.	Account # 110021342674 (114)	JV 100 Osborne Winnipeg
A and M Enterprise Ltd.	Account # 110021350529 (115)	2529 E Hastings

(the "**Accounts**")

The Receiver hereby requests that the Accounts, together with any other accounts in the name of the Entities, be closed effective immediately and any residual funds on hand be forwarded to the Receiver forthwith. In order to make those arrangements please contact John McEown on behalf of the Receiver (jm@mceownassociates.ca or (604)-558-8012).

We appreciate your cooperation in this matter and in the event that you have any queries or concerns regarding this request or the Receivership Order, please contact the writer immediately.

Yours truly,

WATSON GOEPEL LLP

per:

Jeremy D. West*

*Law Corporation

JDW:br

Enclosure: Receivership Order made May 13, 2026

WATSON GOEPEL
LAWYERS · AVOCATS

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1200-1075 West Georgia St.
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watsongoepel.com

Jeremy D. West
Direct: 604-642-5684
jwest@watsongoepel.com

Legal Assistant: Beckett Reinecke
Direct: 604-642-5695
breinecke@watsongoepel.com

August 20, 2026

File No. 231891-0018

BY COURIER

TD Canada Trust
Burnaby Commercial Banking Centre
1933 Willingdon Avenue
Burnaby, BC V6C 6J3

Attention: Branch Manager

Dear Sirs/Mesdames:

Re: In the Matter of the Receivership of JM Food Services Ltd., Freshslice Holdings Ltd., RFSP Equipment & Operating Inc., A & M Enterprises Ltd., 1015214 B.C. Ltd., RF Franchising Inc., and the Trustees of the Freshslice Family Trust (collectively referred to as the "Entities")

Please be advised that we act for McEown and Associates Ltd. in its capacity as court appointed Receiver of certain personal property of the Entities (the "**Receiver**"). Attached is the Receivership Order made May 13, 2026 (the "**Receivership Order**").

In accordance with the terms of Receivership Order, the property over which the appointment relates includes any bank accounts (other than trust accounts or escrow accounts) of the Entities.

The Receiver's records indicate that certain of the above noted Entities have accounts at TD Canada Trust branch # 9656, the particulars of which are as follows:

Freshslice Holdings Ltd.	Account # 5276995
RF Franchising Inc.	Account # 5277010

(the "**Accounts**")

The Receiver hereby requests that the Accounts, together with any other accounts in the name of the Entities, be closed effective immediately and any residual funds on hand be forwarded to the Receiver forthwith. In order to make those arrangements please contact John McEown on behalf of the Receiver (jm@mceownassociates.ca or (604)-558-8012).

We appreciate your cooperation in this matter and in the event that you have any queries or concerns regarding this request or the Receivership Order, please contact the writer immediately.

Yours truly,

WATSON GOEPEL LLP

per:

Jeremy D. West*

*Law Corporation

JDW:br
Enclosure: Receivership Order made May 13, 2026

Appendix "D"

Financial Institution	Account Holder	Franchise	Account Number	Amount
Coast Capital	1015214 BC Ltd		110019779323	$343,947.30
Coast Capital	1015214 BC Ltd		110019779331	
Coast Capital	A and M Enterprise Ltd.		110003039005	$2,548,165.21
Coast Capital	A and M Enterprise Ltd.	1106 St Clair	110027284078	$42,680.31
Coast Capital	A and M Enterprise Ltd.	JV 4287 Hasting St	110027403850	
Coast Capital	A and M Enterprise Ltd.	JV 8671 No. 1 Rd	110027403876	
Coast Capital	A and M Enterprise Ltd.	JV 2949 Main St	110004299095	$118,239.63
Coast Capital	A and M Enterprise Ltd.	Snappy	110006251730	
Coast Capital	A and M Enterprise Ltd.	JV 110-12591 Bridgeport	110019304361	
Coast Capital	A and M Enterprise Ltd.	JV 100 Osborne Winnipeg	110021342674	$172,713.27
Coast Capital	A and M Enterprise Ltd.	2529 E Hastings	110021350529	$72,074.10
TD	Freshslice Holdings Ltd.		5276995	$229,266.09
TD	RF Franchising Inc.		5277010	$1,021,819.81
			Total:	$4,548,905.72

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Appendix "E"

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Jeremy D. West
Direct: 604-642-5684
jwest@watsongoepel.com

Legal Assistant: Beckett Reinecke
Direct: 604-642-5695
breinecke@watsongoepel.com

September 1, 2026

File No. 231891-0018

BY EMAIL

Fresh Slice Group
1610 Ingleton Avenue
Burnaby, BC V5C 5R9

Attention: Raj Wijesinghe

Dear Sirs/Mesdames:

Re: Receivership Order made May 13, 2026: Request for information regarding "income streams"

As you are aware, we are counsel for the Receiver.

We confirm your advice of August 20, 2026 that you are in-house counsel for the Russell Entities and the Alexander Entities. Given that your clients have also retained litigation counsel, we have provided a copy of this correspondence to Mr. Martyniuk.

Receivership Order

As you are no doubt aware given you were counsel at the hearing, the Receivership Order requires (at paragraph 3) the Russell Entities and the Alexander Entities (amongst others) to "*forthwith advise the Receiver of the existence of any Property in such Person's position or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property (excluding Property subject to liens the validity of which is dependent on maintaining possession) to the Receiver upon the Receiver's request.*"

By Reasons for Judgment issued December 1, 2023 Justice Winteringham made declarations pursuant to the *Fraudulent Conveyance Act* and *Fraudulent Preference Act* relating to various "income streams" which were transferred by JM Food Services Ltd. Based on our review of those Reasons, the "income streams" which were transferred included from the:

1. sale of pizza dough to Freshslice franchisees;
2. sale of equipment/small-wares;

3. continuing sales of franchises; and

4. rights to receive interest payments on loans made to franchisees.

   (the "Income Streams")

Paragraph 4 of the Receivership Order also requires your clients to forthwith provide the Receiver with access to its Records (as defined therein).

Request for Records

As initial The Receiver requires immediate access to Records relating to the Income Streams including but not limited to:

1. all contracts for the sale of pizza dough and equipment/small-wares to Freshslice franchisees;

2. all documentation relating to the sale of pizza dough and equipment/small-wares to Freshslice franchisees in the last 36 months including, but not limited to:

   a. order forms;

   b. invoices rendered;

   c. payments made; and

   d. details of the bank accounts to which the payments were made to;

3. all loans made to franchisees including, but not limited to:

   a. the loan agreements;

   b. balances outstanding;

   c. interest payments received in the last 36 months; and

   d. details of the bank accounts to which the payments were made to;

4. the sales of any Freshslice franchises which have occurred in the last 36 months including:

   a. the franchise sale agreements;

   b. payments received in the last 12 months from the sale of franchises; and

   c. details of the bank accounts to which the payments were made to;

The Receiver is in the process of preparing a Report to Court responding to your clients' Notice of Application dated August 31, 2026. We appreciate that some of the Records requested may not be quickly accessible. However, the Receiver (and likely the Court) is of the view that this information is extremely important in light of the relief sought and ask that you provide as much information as possible for the purposes of that Report.

We would be happy to discuss the scope of this request in the event that clarification is required.

Yours truly,

WATSON GOEPEL LLP

per:

Jeremy D. West*

*Law Corporation

JDW:br

cc: Brad Martyniuk – *Lindsay Kenney LLP*