



This is the 2nd affidavit
of Rajeewa Wijesinghe in this case and
it was made September 8, 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:

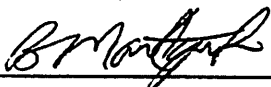
1. I am corporate counsel for all of the defendants in these proceedings (the "Freshslice Group") and as such have personal knowledge of the matters hereinafter deposed to, except where stated to be on information and belief, and where so stated I verily believe those matters to be true.
2. Further to 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").
3. I make this affidavit further to my affidavit #1 made August 31, 2026 in these proceedings and rely on the defined terms as noted in my affidavit #1 filed in these proceedings.
4. I was counsel who appeared for the defendants in respect of the plaintiffs' application for the appointment of a receiver in this matter before the Honourable Madam Justice Sharma.

5. The Receivership Order as noted in paragraph no. 1 the order itself, is limited in scope and is not an order for the receiver to assume possession and control of all assets of the defendants.
6. It is clear that the form of order sought by the plaintiffs was limited in scope such that certain assets of the defendants would be the subject of the Receivership Order but that the defendants would be permitted to continue operating their day-to-day business operations.
7. I acknowledge that paragraph no. 1 of the Receivership Order provides for the receiver to be the receiver over bank accounts of the Russell Entities and the Alexander Entities.
8. However, it was my understanding that the receiver would act in a commercially reasonable manner and consistent with the limited scope of the Receivership Order. In that respect, the defendants understood that the Receivership Order terms would allow the receiver to secure funds in bank accounts that were not required for the day-to-day business operations of the defendants' restaurant franchise activities.
9. Following the Receivership Order being issued, the receiver did not make any enquiries with myself or the defendants to ascertain the funds required to operate the defendants' restaurant franchise activities.
10. Instead, following the issuance of the Receivership Order, according to paragraph 13 of the Receiver's First Report, on or about August 20, 2026, counsel for the receiver delivered copies of the Receivership Order to financial institutions based on the bank account details provided by the defendants and directed that the banks:
 - a. Close the accounts effective immediately; and
 - b. Any residual funds be delivered to the Receiver.
11. The defendants did not receive notice from the receiver that these actions were taken by the receiver without any communication as to what funds were required for the operation of the defendants' restaurant franchise activities.
12. The actions by the receiver or on the receiver's behalf have disrupted the payroll, franchisee operations, centralized banking, and other ordinary-course business functions of the Freshslice Group.
13. As noted in my affidavit #1 at paragraph 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

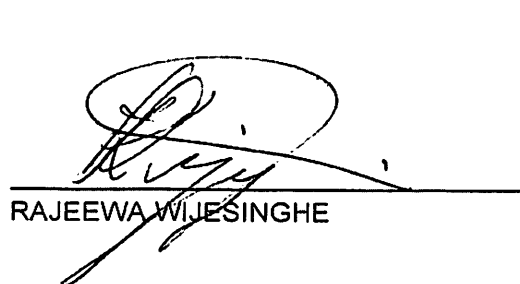
required for ordinary-course business operations, including payroll, franchisee operations, and day-to-day corporate obligations, and that continued seizure would cause further prejudice to employees, franchisees, and ongoing business operations of the Freshslice Group.

14. 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.
15. Further, I requested the Plaintiffs' and Receiver's availability for an urgent appearance before Madam Justice Sharma.
16. The receiver apparently now taken possession of funds in the amount of \$4,548,905.72.
17. Since receipt of my letter of August 20, 2026, the receiver has refused to release any funds to the defendants to be used to meet payroll obligations, vendor/inventory payments, payments to contractors, tax obligations and franchise development expenses.

AFFIRMED BEFORE ME
at Vancouver, British Columbia,
on September 8, 2026



A commissioner for taking affidavits
for British Columbia



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