Court File No.: SJM/72/2026

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL DISTRICT OF SAINT JOHN

IN THE MATTER OF THE RECEIVERSHIP OF M & F LEBLANC OIL LTD.

PURSUANT TO SECTION 33 OF THE *JUDICATURE ACT*, R.S.N.B. 1973, CH. J-2, RULE 41 OF THE RULES OF COURT, N.B. REG 82-73 and SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3

BETWEEN:

THE TORONTO DOMINION BANK

APPLICANT

- and -

M&F LEBLANC OIL LTD.

RESPONDENT

NOTICE OF MOTION
(FORM 37A)

TO: THE RESPONDENT

To: The Service List (see Schedule "A" attached hereto)

Deloitte Restructuring Inc. ("**Deloitte**" and/or the "**Receiver**"), in its capacity as Court appointed Receiver, will apply to the Court of King's Bench of New Brunswick, at the Saint John Law Courts, 10 Peel Plaza, Saint John, New Brunswick on the **__ day of _____, 2026 at __:__ _.m. (AST)** for an order as set out hereunder.

AVIS DE MOTION
(FORMULE 37A)

DESTINATAIRE :

Le requérant demandera à la Cour au Palais de Justice de _____ Nouveau-Brunswick, _____, le _____ 2026, à _____ h _____, d'obtenir l'ordonnance décrite ci-dessous.:

You are advised that:

(a) You are entitled to issue documents and present evidence at the hearing in French or English or both;

(b) The Receiver intends to proceed in the ENGLISH language; and

(c) If you intend to proceed in the other official language, an interpreter may be required and you must so advise the clerk at least 5 days before the hearing.

THIS NOTICE is signed and sealed for the Court of King's Bench by the _____, Clerk of the Court at Saint John, New Brunswick, on the ____ day of _____, 2026.

_____

CLERK OF THE COURT
Saint John Law Courts
10 Peel Plaza
Saint John, New Brunswick
E2L 3G6

Sachez que :

(a) vous avez le droit d'émettre des documents et de présenter votre preuve a l'audience en français, en anglais ou dans les deux langues;

(b) le requérant a l'intention d'utiliser la langue ANGLAISE; et

(c) si vous avez l'intention d'utiliser l'autre langue officielle, les services d'un interprète pourront être requis et vous devrez en aviser le greffier au moins 5 jours avant l'audience.

CET AVIS est signé et scellé au nom de la Cour du Banc du Roi par _____, greffier de la Cour, à _____, ce _____, 2026.

_____

MOTION

On hearing of this Motion, Deloitte Restructuring Inc. ("**Deloitte**"), in its capacity as the court-appointed receiver (the "**Receiver**") of M&F LeBlanc Oil Ltd. (the "**Debtor**"), intends to apply for the following relief pursuant to the *Bankruptcy and Insolvency Act,* R.S.C. 1985, c. B-3, as amended (the "**BIA**"):

1. An order, if necessary, abridging the time for service of this Notice of Motion, the third report of the Receiver dated September 18, 2026 (the "**Third Report**"), the confidential supplement to the Third Report (the "**Confidential Supplement**") and/or the Record on Motion, or excusing the lack of service of any of the foregoing;

2. An order (the "**Approval and Vesting Order**") substantially in the form of the draft order attached hereto as Schedule "B", among other things:

    a) authorizing the Receiver to take such steps and execute such documents as may be necessary or desirable to complete the sale (the "**Proposed Transaction**") of that portion of the Debtor's assets described in the Third Report as Parcel #2 (collectively, the "**Parcel #2 Assets**"), in accordance with and on the terms of the Agreement of Purchase and Sale enclosed in the Confidential Supplement; and

    b) declaring that upon the delivery of a Receiver's Certificate to the purchaser of the Parcel #2 Assets, all right, title and interest in and to the Parcel #2 Assets shall vest absolutely in the purchaser free and clear of and from any and all other interests, claims or encumbrances of any nature or kind as defined in the Approval and Vesting Order.

3. An order (the "**Ancillary and Sealing Order**") substantially in the form of the draft attached hereto as Schedule "C", among other things:

    a) approving the fees and disbursements of the Receiver for the period up to and including July 31, 2026, and those of its legal counsel, Cox & Palmer NB LLP, for the period up to and including September 15, 2026;

    b) approving the activities of the Receiver, as set out in the Third Report and the Confidential Supplement; and

    c) sealing the Confidential Supplement until the earlier of the filing of the Receiver's Certificate or further order of this Court;

4. Such further and other relief as to this Honourable Court may deem just.

Upon hearing of the Motion, the Receiver intends to argue the following grounds and rely upon the following statutory provisions or rules:

Background

5. Capitalized terms used herein and not otherwise defined have the meaning given to them in the Third Report;

6. On April 17, 2026, upon an application by The Toronto-Dominion Bank ("**TD Bank**"), the Court of King's Bench of New Brunswick (in Bankruptcy and Insolvency) (the "**Court**") granted an order (the "**Receivership Order**") appointing Deloitte as the receiver and manager without security of all the assets and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor (the "**Property**");

7. On June 2, 2026, upon a motion by the Receiver, the Court granted an order (the "**Sale Process Order**") authorizing and approving the Receiver to proceed with the sale and investment solicitation process (the "**SISP**") as outlined in the Second Report of the Receiver dated May 22, 2026;

The SISP

8. As outlined in the Third Report and the Confidential Supplement, the Receiver implemented and administered the SISP in accordance with the Sale Process Order;

9. Upon issuance of the Sale Process Order, the marketing materials (the "**Teaser**") and non-disclosure agreement (the "**NDA**") were promptly circulated to previously identified potential purchasers, and any additional parties that contacted the Receiver expressing interest;

10. Within four (4) business days after the issuance of the Sale Process Order, the Receiver published a notice in local newspapers, online mediums, and widely read insolvency publications to further broaden market awareness of the opportunity;

11. Prospective bidders who executed the NDA received access to a virtual data room ("**VDR**") containing the sale and information package (the "**Tender Package**") and were offered site visits to the Property;

12. This due diligence phase was set for forty-five (45) days from the granting of the Sale Process Order, allowing prospective bidders sufficient time to assess the opportunity and conduct any investigations necessary;

13. By Day 45 of the SISP, prospective bidders were required to submit legally binding offers (the "**Final Bids**");

14. The Receiver reviewed the bids received and declared the revised bid submitted by Énergies Sonic Inc. (the "**Purchaser**") the successful bid for the Parcel #2 Assets;

15. The Receiver executed the Agreement of Purchase and Sale with respect to the Parcel #2 Assets (the "**Sale Agreement**") on August 20, 2026;

The Proposed Transaction

16. The Receiver is of the view that the Purchaser has the financial capacity and capability to consummate the Proposed Transaction in a timely manner;

17. The terms of the Sale Agreement provide that the closing date of the Proposed Transaction is to take place following the granting of the Approval and Vesting Order;

18. The Receiver is of the view that the marketing activities contained within the SISP were robust and exposed the Parcel #2 Assets to the market for a reasonable period of time and, as such, the Sale Agreement is commercially reasonable and should be approved;

19. The Parcel #2 Assets have been appraised by the Receiver. The Proposed Transaction is reflective of the appraisal and the marketing efforts of the Receiver;

20. The Receiver has consulted with TD Bank, the only secured creditor having an interest in the Parcel #2 Assets, and they have confirmed their support for the Proposed Transaction;

21. The approval of the Proposed Transaction, and the other requested relief as set out in the draft orders attached hereto, is in the best interests of the Debtor's stakeholders as:

    a) it is the result of a clear and transparent process for all stakeholders in relation to the sale of the Parcel #2 Assets; and

    b) it will allow the Receiver to conclude the sale of the Parcel #2 Assets and allow the Purchaser to have confidence in the integrity of the sale and obtain a Receiver's Certificate to evidence same;

Sealing of Confidential Information

22. The Receiver requests that the Confidential Supplement be sealed, kept confidential and not form part of the public record until the earlier of the filing of the Receiver's Certificate or further order of this Court;

23. Among other things, the Confidential Supplement contains the economic terms of the Proposed Transaction, the public disclosure of which prior to closing of the Proposed Transaction could prejudice any future marketing efforts for the Parcel #2 Assets if the Proposed Transaction does not close;

24. There are no reasonable alternative measures to sealing the Confidential Supplement from the public record;

25. The salutary effects of sealing the Confidential Supplement from the public record greatly outweigh the deleterious effects of doing so under the circumstances;

26. TD Bank is privy to the information in the Confidential Supplement;

Approval of Fees and Disbursements

27. In performing the activities outlined in the Third report, the Receiver and the Receiver's counsel have provided professional services and incurred disbursements, as set out in the Affidavit of James Foran and the Affidavit of Simon-Pierre Godbout;

Approval of Activities and Report

28. The activities of the Receiver are set out in detail in the Third Report and are consistent with its mandate pursuant to the Receivership Order;

Other Grounds

29. The provisions of the *BIA* and the inherent and equitable jurisdiction of this Honourable Court;

30. Rules 1.03, 2.01, 2.02, 3.02, 4.05(6), 18.09, 37, 39, and 41.06 of the *Rules of Court*, NB Reg 82-73; and

31. Such further and other grounds as counsel may advise and this Court may permit.

Upon hearing of the Motion, the following affidavits or other documentary evidence will be presented:

a) The Third Report of the Receiver dated September 18, 2026;

b) The Confidential Supplement to the Third Report of the Receiver dated September 18, 2026;

c) The Affidavit of James Foran sworn to on September 15, 2026;

d) The Affidavit of Simon-Pierre Godbout sworn to on September 18, 2026; and

e) Such further and other materials as counsel may advise and this Honourable Court may permit.

DATED AT Moncton, New Brunswick this 21 day of September, 2026.

COX & PALMER NB LLP

George L. Cooper, K.C.
Simon-Pierre Godbout
Solicitors for the Moving Party, Deloitte Restructuring Inc. in its capacity as the Court-appointed Receiver of M&F LeBlanc Oil Ltd.

Cox & Palmer NB LLP
Blue Cross Centre
644 Main Street, Suite 500
Moncton NB E1C 1E2
Tel: (506) 856-9800
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gcooper@coxandpalmer.com
spgodbout@coxandpalmer.com

SCHEDULE "A" – SERVICE LIST

Court File No:SJM-62-2026

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK
IN BANRUPTCY AND INSOLVENCY
JUDICIAL DISTRICT OF SAINT JOHN

IN THE MATTER OFTHE RECEIVERSHIP OF:

M&F LEBLANC OIL LTD.

PURSUANT TO Section 33 of the *Judicature Act*, R.S.N.B. 1973, Ch. J-2, Rule 41, Rules of Court, New Brunswick and Section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.

Between:

TORONTO DOMINION BANK

Applicant

and

M&F LEBLANC OIL LTD.

Respondents

SERVICE LIST

The Toronto-Dominion Bank c/o Stephen Kingston McInnes Cooper 1300-1969 upper Water St. McInnes Cooper Tower Halifax, NS B3J 2V1 Tel: (902) 425-6500 Fax: (902) 425-6350 Email: Stephen.kingston@mcinnescooper.com Solicitor for the Applicant, The Toronto-Dominion Bank	**M & F LeBlanc Oil Ltd.** c/o Michel Poirier Corporate Commercial Law Moncton Place 633 Main St. Moncton, NB E1C 9X9 Tel : (506) 382-1400 Fax : (506) 382-1404 Email: mpoirier@nbnet.nb.ca Solicitor for the Respondent, M & F LeBlanc Oil Ltd.
The Office of the Superintendent of Bankruptcy Canada c/o Abdul Wahid Nasser, Bankruptcy Assistant Room 1605, Maritime Centre 1505 Barrington Street Halifax, NS B3J 3K5 Abdulwahid.nasser@canada.ca	**Province of New Brunswick** **Finance and Treasure Board** **Revenue administration Division** P.O. Box 3000, Fredericton, NB E3B 5G5 And: Chancery Place, P.O. Box 6000, Fredericton, NB E3B 5H1 Email: TB-CT@gnb.ca

TD Equipment Finance Canada 5045 South Service Road, 4th Floor Burlington, ON L7L 5Y7 Email: Jeff.davies@td.com	**Martin F. LeBlanc** 9569 Main Street Richibucto, NBE4W 4C3 Email: martin2@nb.aibn.com
ONTAP Capital Corp. 8570 Jane Street Unit 16 Vaughan, ON L4K 2M9 Email: info@ontapcap.com	**2416924 Albert Ltd. o/a Stride Capital** 415, 3332 20th Street, S.W. Calgary, AB T2T 6T9 Email: info@stridecap.com
Canada Revenue Agency 100-145 Hobsons Lake Drive Halifax, NS B3S 0J1 Email: Maeve.baird@justice.gc.ca Sophie.Dupre@justice.gc.ca	**VFS Canada Inc.** 238 Wellington St. E, 3rd Floor Aurora, ON L4G 1J5 Email: vfs.info.ca@volvo.com
Deloitte Restructuring Inc. c/o James Foran 1741 Lower Water Street Halifax, NS B3J 0J2 Email: jforan@deloitte.ca gcooper@coxandpalmer.com spgodbout@coxandpalmer.com	**Greenergy Fuels Canada Inc.** c/o David Wedlake Stewart McKelvey Queen's Marque 600-1741 Lower Water Street Halifax, NS B3J 0J2 Tel : (902) 444-1705 Fax : (902) 420-1417 Email: dwedlake@stewartmckelvey.com Solicitors for Greenergy Fuels Canada Inc.

Stephen.kingston@mcinnescooper.com; mpoirier@nbnet.nb.ca; abdulwahid.nasser@canada.ca; TB-CT@gnb.ca; jeff.davies@td.com; martin2@nb.aibn.com; info@ontapcap.com; info@stridecap.com; vfs.info.ca@volvo.com; jforan@deloitte.ca; gcooper@coxandpalmer.com; spgodbout@coxandpalmer.com; Maeve.baird@justice.gc.ca; Sophie.Dupre@justice.gc.ca dwedlake@stewartmckelvey.com;

SCHEDULE "B"

DRAFT APPROVAL AND VESTING ORDER

Court File No.: SJM/72/2026

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL DISTRICT OF SAINT JOHN

IN THE MATTER OF THE RECEIVERSHIP OF M & F LEBLANC OIL LTD.

PURSUANT TO SECTION 33 OF THE *JUDICATURE ACT,* R.S.N.B. 1973, CH. J-2, RULE 41 OF THE RULES OF COURT, N.B. REG 82-73 and SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, C. B-3

BETWEEN:

THE TORONTO DOMINION BANK

APPLICANT

- and -

M&F LEBLANC OIL LTD.

RESPONDENT

APPROVAL AND VESTING ORDER – PARCEL #2

THIS MOTION, made by Deloitte Restructuring Inc. ("**Deloitte**"), in its capacity as the court-appointed receiver and manager (the "**Receiver**") of the undertaking, property and assets (collectively, the "**Property**") of M&F LeBlanc Oil Ltd. (the "**Debtor**"), for an order, among other things, approving the sale (the "**Transaction**") of certain of the Debtor's assets, as more particularly described in **Schedule A** hereto (the "**Purchased Assets**"), pursuant to an Agreement of Purchase and Sale executed on August 20, 2026 (the "**Sale Agreement**") between the Receiver and Énergies Sonic Inc. (the "**Purchaser**"), and vesting absolutely in the Purchaser all of the Debtor's right, title and interest in and to the Purchased Assets free and clear of all Claims (as defined below), was heard on the [__] day of [_____], 2026;

UPON reading the Notice of Motion of Deloitte and upon reading the Third Report of the Receiver dated September 18, 2026 (the "**Third Report**"), and the confidential supplement to the Third Report (the "**Confidential Supplement**");

AND UPON hearing the submissions of counsel for the Applicant, the Receiver, and those other parties present, and no one appearing on the Service List, although duly served as appears from the Affidavit of Service of [_____] dated [_____], 2026 (the "**Affidavit of Service**");

AND UPON reading the material as filed by counsel;

IT IS HEREBY ORDERED AS FOLLOWS:

Service

1. The service of the Notice of Motion, the Record on Motion, the Third Report and the Confidential Supplement, as set out in the Affidavit of Service, is deemed adequate so that this Motion is properly returnable today and further service thereof is hereby dispensed;

Approval of Sale

2. Deloitte, in its capacity as Receiver of all of the assets, property and undertaking of the Debtor pursuant to section 243 of the *Bankruptcy and Insolvency Act*, RSC 1985 c. B-3, as amended (the "**BIA**"), is hereby authorized and empowered to do all things and execute and deliver all such documents as it deems necessary or advisable in order to complete the Transaction in accordance with the terms of the Sale Agreement, subject to such modifications as are set out herein;

3. The Sale Agreement be and is hereby approved.

Vesting of Assets

4. The Receiver is authorized to issue a Receiver's Certificate to the Purchaser substantially in the form attached hereto as **Schedule B** (the "**Receiver's Certificate**").

5. Effective immediately upon delivery to the Purchaser of the Receiver's Certificate, signed by the Receiver confirming that all terms and conditions under the Sale Agreement have been either satisfied or waived and that the Transaction has been completed to the satisfaction of the Receiver, all right, title and interest of the Debtor, if any, in and to the Purchased Assets shall vest and are hereby vested in and to the Purchaser, absolutely and forever, without limitation, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, "**Claims**") including, without limiting the generality of the foregoing, any encumbrances or charges created by the Order of this Honourable Court on April 17, 2026, appointing the Receiver and for greater certainty, this Court orders that all of the encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets as of the delivery of the Receiver's Certificate;

6. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Receiver's Certificate all Claims shall attach to the net proceeds from the sale

of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the completion of the Transaction.

7. The Receiver shall file with the Court a copy of the Receiver's Certificate forthwith after delivery thereof. The Receiver is further authorized to execute and register discharges of any registered security or other interest extinguished by this Order following completion of the Transaction, as necessary.

Miscellaneous

8. The Receiver and the Purchaser shall have ten (10) Business Days (as defined in the Sale Agreement) from the date of this Approval and Vesting Order to close the Transaction and may by mutual written agreement extend or shorten such period in which to close the Transaction;

9. Notwithstanding:

(a) the pendency of these proceedings;

(b) any bankruptcy order made in respect of the Debtor; and

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

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation;

10. The Transaction is exempt from the application of any bulk sales legislation, whether federal or provincial;

11. Any and all third parties holding Purchased Assets are hereby directed to release such Purchased Assets forthwith upon receiving instructions to that effect from the Receiver or, after the closing of the Transaction, from the Receiver, the Purchaser or both;

12. This Order shall have full force and effect in all provinces and territories in Canada;

13. The Receiver and the Purchaser shall be authorized to apply as they may consider necessary or desirable, with or without notice, to any other court, tribunal or administrative body whether in Canada, the United States, or elsewhere, for orders which aid and complement this Order. All courts, tribunals and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Purchaser and/or the Receiver as may be deemed necessary or appropriate for that purpose; and

14. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States in connection with the authority granted hereunder to proceed with and conclude the Transaction.

DATED at the City of Saint John, New Brunswick this _____ day of [____], 2026.

_____

The Honourable Justice Darrell J. Stephenson
Justice of the Court of King's Bench
of New Brunswick

SCHEDULE A

PURCHASED ASSETS

Parcel 2A – 2019 Peterbilt 567 Fuel Truck

Description: 2019 Peterbilt 567 Fuel Truck equipped with 2019 Almac Tank, 20K capacity, complete with all attachments and accessories
VIN: 1NPCLP0X0KD607174
Serial Number: 18-18585

Parcel 2B – 2021 Peterbilt 567 Fuel Truck

Description: 2021 Peterbilt 567 Fuel Truck equipped with 2008 Almac Tank, 20K capacity, complete with all attachments and accessories
VIN: 1NPCLP0X3MD765608
Serial Number: 08-14502

Parcel 2C – Fuel Tank A

Description: Robica Fuel Tank
Approximate Capacity: 10,000 US gallons

Parcel 2D – Fuel Tank B

Description: Hutchinson Fuel Tank
Approximate Capacity: 13,200 US gallons

SCHEDULE B

Court File No.: SJM/72/2026

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL DISTRICT OF SAINT JOHN

IN THE MATTER OF THE RECEIVERSHIP OF M & F LEBLANC OIL LTD.

PURSUANT TO SECTION 33 OF THE *JUDICATURE ACT,* R.S.N.B. 1973, CH. J-2, RULE 41 OF THE RULES OF COURT, N.B. REG 82-73 and SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, C. B-3

BETWEEN:

THE TORONTO DOMINION BANK

APPLICANT

- and -

M&F LEBLANC OIL LTD.

RESPONDENT

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Darrell J. Stephenson of the New Brunswick Court of King's Bench (the "**Court**") dated April 17, 2026, Deloitte Restructuring Inc. was appointed as the receiver and manager (the "**Receiver**") of all of the undertaking, property and assets of M&F LeBlanc Oil Ltd. (the "**Debtor**").

B. Pursuant to an Order of the Court dated [_____], 2026 (the "**Approval and Vesting Order**"), the Court approved the sale (the "**Transaction**") to Énergies Sonic Inc. (the "**Purchaser**") of certain assets of the Debtor, as more particularly described in Schedule A to the Approval and Vesting Order (the

"**Purchased Assets**"), and provided for the vesting in the Purchaser of all right, title and interest of the Debtor in and to the Purchased Assets, which vesting is to be effective upon the delivery by the Receiver to the Purchaser of a certificate confirming that all terms and conditions under the Agreement of Purchase and Sale between the Receiver and the Purchaser (the "**Sale Agreement**") have been either satisfied or waived and that the Transaction has been completed to the satisfaction of the Receiver.

THE RECEIVER CERTIFIES THE FOLLOWING:

1. Énergies Sonic Inc. is the Purchaser of the Purchased Assets, has paid and the Receiver has received the purchase price for the Purchased Assets;

2. All terms and conditions under the Sale Agreement have been either satisfied or waived; and

3. The Transaction has been completed to the satisfaction of the Receiver and in accordance with the Approval and Vesting Order.

This Receiver's Certificate was delivered by the Receiver at [_____], New Brunswick, at _____a.m. / p.m. on September ____, 2026.

DELOITTE RESTRUCTURING INC., in its capacity as receiver of all of the assets, property and undertaking of M&F LeBlanc Oil Ltd.

Per:_____
Name:
Title:

SCHEDULE "C"

DRAFT ANCILLARY AND SEALING ORDER

Court File No.: SJM/72/2026

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL DISTRICT OF SAINT JOHN

IN THE MATTER OF THE RECEIVERSHIP OF M & F LEBLANC OIL LTD.

PURSUANT TO SECTION 33 OF THE *JUDICATURE ACT,* R.S.N.B. 1973, CH. J-2, RULE 41 OF THE RULES OF COURT, N.B. REG 82-73 and SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, C. B-3

BETWEEN:

THE TORONTO DOMINION BANK

APPLICANT

- and -

M&F LEBLANC OIL LTD.

RESPONDENT

ANCILLARY AND SEALING ORDER

THIS MOTION, made by Deloitte Restructuring Inc. ("**Deloitte**"), in its capacity as the court-appointed receiver and manager (the "**Receiver**") of the undertaking, property and assets (collectively, the "**Property**") of M&F LeBlanc Oil Ltd. (the "**Debtor**"), for an order, among other things:

(a) approving the fees and disbursements of the Receiver for the period up to and including July 31, 2026, and those of its legal counsel, Cox & Palmer NB LLP, for the period up to and including September 15, 2026;

(b) approving the activities of the Receiver, as set out in the Third Report of the Receiver dated September 18, 2026 (the "**Third Report**") and the

confidential supplement to the Third Report (the "**Confidential Supplement**"); and

(c) sealing the Confidential Supplement until the earlier of the filing of the Receiver's Certificate or further order of this Court;

was heard on the [___] day of [_____], 2026

UPON reading the Notice of Motion of Deloitte and upon reading the Third Report and the Confidential Supplement;

AND UPON hearing the submissions of counsel for the Applicant, the Receiver, and those other parties present, and no one appearing on the Service List, although duly served as appears from the Affidavit of Service of [_____] dated [_____], 2026 (the "**Affidavit of Service**");

AND UPON reading the material as filed by counsel;

IT IS HEREBY ORDERED AS FOLLOWS:

Service

1. The service of the Notice of Motion, the Record on Motion, the Third Report and the Confidential Supplement, as set out in the Affidavit of Service, is deemed adequate so that this Motion is properly returnable today and further service thereof is hereby dispensed;

Approval of the Fees and Disbursements

2. The fees and disbursements of the Receiver for the period up to and including July 31, 2026, and those of its legal counsel, Cox & Palmer NB LLP,

for the period up to and including September 15, 2026, be and are hereby approved;

Approval of the Receiver's Activities

3. The activities of the Receiver, as specified in the Third Report and the Confidential Supplement, be and are hereby approved.

Sealing Order

4. The Confidential Supplement is hereby sealed and shall remain sealed until the earlier of the filing of the receiver's certificate in respect of the sale transaction set out in the Third Report, or further order of this Court;

DATED at the City of Saint John, New Brunswick this _____ day of [____], 2026.

_____

The Honourable Justice Darrell J. Stephenson
Justice of the Court of King's Bench
of New Brunswick