

Court File No.: SJM/72/2026

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK

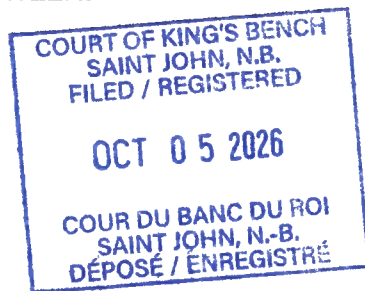
IN BANKRUPTCY AND INSOLVENCY

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 2nd day of October, 2026;

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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 George L. Cooper, K.C. and Simon-Pierre Godbout, counsel for the Receiver, and of Stephen Kingston, counsel for The Toronto-Dominion Bank, and of those other parties present, and no one appearing on the Service List, although duly served as appears from the Affidavit of Service of Nicole Cloutier dated October 1, 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

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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;

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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.

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DATED at the City of Saint John, New Brunswick this 5 day of October, 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: 1NPCLPOX0KD607174

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: 1NPCLPOX3MD765608

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

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SCHEDULE B

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JUDICIAL DISTRICT OF SAINT JOHN

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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 October 2, 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**

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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 October __, 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:

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