Court File No. CL-26-00000265-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FRESHSTONE BRANDS INC.

Applicant

MOTION RECORD OF THE MONITOR
(CCAA Termination Order)
(Returnable November 18, 2026)

November 6, 2026

OSLER, HOSKIN & HARCOURT LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman (LSO# 44066M)
Tel: 416.862.4908
Email: mwasserman@osler.com

Tiffany Sun (LSO# 84440N)
Tel: 416.862.4932
Email: tsun@osler.com

Counsel for Deloitte Restructuring Inc., solely in its capacity as Monitor of Freshstone Brands Inc. and not in its personal or corporate capacity

Court File No. CL-26-00000265-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FRESHSTONE BRANDS INC.

Applicant

TABLE OF CONTENTS

TAB	DESCRIPTION	PAGE NO.
1.	Notice of Motion, dated November 6, 2026	4
2.	Draft CCAA Termination Order	26

TAB 1

Court File No. CL-26-00000265-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	WEDNESDAY, THE 18th
	)	
JUSTICE CAVANAGH	)	DAY OF NOVEMBER, 2026

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FRESHSTONE BRANDS INC.

Applicant

NOTICE OF MOTION
(Termination of CCAA Proceedings)

Deloitte Restructuring Inc. ("**Deloitte**"), in its capacity as Court-appointed monitor (in such capacity, the "**Monitor**") of Freshstone Brands Inc. (the "**Applicant**" or the "**Company**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), will make a Motion before the Honourable Justice Cavanagh of the Commercial List on Wednesday, November 18, 2026 at 12:00 p.m. (Toronto Time), or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard

[ ] In writing under subrule 37.12.1(1);

[ ] In writing as an opposed motion under subrule 37.12.1(4);

[ ] In person;

[ ] By telephone conference;

[X] By video conference.

At a Zoom link to be provided by the Court in advance of the Motion on Case Centre

THE MOTION IS FOR[1]

1. An Order, substantially in the form of the draft order included in the Motion Record (the "**CCAA Termination Order**"), among other things:

(a) abridging the time for, and validating service of, this Notice of Motion and supporting materials such that the motion is properly returnable on November 18, 2026 and dispensing with further service thereof;

(b) upon delivery of the Monitor's Termination Certificate (as defined below) to the service list in the CCAA Proceedings (as defined below) (the "**CCAA Termination Time**"):

(i) terminating the CCAA Proceedings; and

(ii) discharging Deloitte as the Monitor, provided that Deloitte shall have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to the CCAA Proceedings following the CCAA Termination Time (the "**Monitor Incidental Matters**");

[1] All capitalized terms not otherwise defined herein have the meanings given to them in the Seventh Report of the Monitor dated November 5, 2026 (the "**Seventh Report**").

(c) granting certain releases (the "**Releases**") in favour of the Released Parties (as defined below);

(d) approving the fees and disbursements of the Monitor and the Monitor's counsel, Osler, Hoskin & Harcourt LLP ("**Osler**"), including the Subsequent Fees and Disbursements, as described in the Seventh Report; and

(e) approving the activities, conduct and reports of the Monitor filed in the CCAA Proceedings.

2. Such further and other Relief as counsel may request and that this Honourable Court may seem just.

THE GROUNDS FOR THE MOTION ARE

Background to the CCAA Proceedings

1. On June 9, 2026, the Applicant sought and obtained an initial order (the "**Initial Order**") from the Ontario Superior Court of Justice (Commercial List) (the "**Court**") under the CCAA. The proceedings commenced by the Applicant under the CCAA will be referred to herein as the "**CCAA Proceedings**". Among other things, the Initial Order appointed Deloitte as Monitor in the CCAA Proceedings and approved a DIP Facility Loan Agreement dated as of June 8, 2026 (the "**DIP Credit Agreement**") between the Applicant, as borrower, and Garrington Financial Services Inc., as lender (in such capacity, the "**DIP Lender**"), pursuant to which the DIP Lender agreed to advance up to $7 million to the Applicant, subject to the terms and conditions of the DIP Credit Agreement.

2. On June 18, 2026, the Court granted an Amended and Restated Initial Order (the "**ARIO**") which, among other things, extended the Stay Period to October 16, 2026.

3. On June 18, 2026, the Court also granted an Order (the "**SISP Order**"), among other things: (i) approving a sale and investor solicitation process (the "**SISP**") in accordance with the procedures appended to the SISP Order (the "**SISP Procedures**"); and (ii) approving, *nunc pro tunc*, the execution of the Subscription Agreement dated June 12, 2026 (as amended from time to time, the "**Subscription Agreement**") between the Applicant, as issuer, and Mr. Frank Burdzy, as the investor (in such capacity, the "**Investor**"), solely for the purpose of constituting the "**Stalking Horse Bid**" under the SISP.

4. Following the issuance of the SISP Order and in accordance with the SISP Procedures, the Applicant, with the assistance of the Sale Advisor (as defined in the SISP Order) and in consultation with the Monitor, canvassed the market by identifying and contacting 139 Prospective Bidders, distributed Teaser Letters to each Prospective Bidder, negotiated and executed 27 Confidentiality Agreements with interested parties, and provided Data Room access to those parties (each as defined in the SISP Procedures).

5. No letters of intent were received by the LOI Deadline (as defined in the SISP Procedures). Accordingly, the Stalking Horse Bid has been declared to be the Successful Bid in accordance with the SISP Procedures.

6. On October 2, 2026, the Court granted a Fee Approval Order (the "**First Fee Approval Order**") sought by the Monitor, among other things, approving: (i) the activities, conduct and reports of the Monitor as of the date thereof; and (ii) the fees and disbursements of the Monitor

and the Monitor's legal counsel from the commencement of the CCAA Proceedings to September 18, 2026.

7. On October 14, 2026, the Court granted an Approval and Vesting Order (the "**ARVO**"), among other things:

(a) approving the Subscription Agreement and the transactions contemplated therein (the "**Transactions**");

(b) adding 9576-0385 Québec Inc. as an applicant or party subject to the CCAA Proceedings, and upon completion of the Transactions, removing the Company as an applicant in the CCAA Proceedings;

(c) authorizing the expansion of the Monitor's powers to assist the Applicant and the Investor to close and implement the Transactions and authorizing and empowering, but not obligating the Monitor to do all things reasonably necessary to perform its obligations therewith; and

(d) extending the Stay Period to and including November 30, 2026.

8. On October 22, 2026, the Monitor filed its Fifth Report to Court dated October 21, 2026 (the "**Fifth Report**") in accordance with section 23(1)(d)(i) of the CCAA to inform the Court that the Monitor had ascertained a material adverse changed in the Applicant's projected cash flow or financial circumstances.

9. On October 23, 2026, the Monitor filed its Sixth Report to Court dated as of the same date (the "**Sixth Report**") to provide an update on events subsequent to filing of the Fifth Report,

including, among other things, that the Investor (as defined in the ARVO) no longer intended to close the Transactions and that the DIP Lender had delivered a Notice of Event of Default terminating the DIP Lender's commitment to make further Advances (as defined in the DIP Credit Agreement) to the Applicant.

10. The DIP Lender is seeking an application for a Receivership Order (the "**Receivership Order**"), which is returnable November 10, 2026, among other things, appointing Deloitte as receiver of all of the assets, undertakings and properties of the Applicant.

11. The Monitor supports the application for the Receivership Order and the Relief sought therein, as further described in the Seventh Report.

Termination of the CCAA Proceedings

12. The Monitor is seeking the approval of the CCAA Termination Order to effect the termination of the CCAA Proceedings.

13. Upon the granting of the Receivership Order, there will be no further need for the CCAA Proceedings to continue in respect of the Applicant, and the only matters remaining in the CCAA Proceedings will be completing the necessary statutory and administrative steps for the termination of the CCAA Proceedings and the discharge of the Monitor.

14. Accordingly, the proposed CCAA Termination Order provides that the CCAA Proceedings shall be terminated without any other act or formality, upon service by the Monitor of an executed certificate (the "**Monitor's Termination Certificate**") on the service list, certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with the CCAA Proceedings have been completed to the satisfaction of the Monitor.

15. The proposed CCAA Termination Order further provides that, upon the service of the Monitor's Termination Certificate:

(a) Deloitte, Osler, and each of their respective affiliates and current and former officers, directors, partners, employees and agents (collectively, the "**Released Parties**" and each a "**Released Party**") will each be released and discharged from any and all claims that they now have or may thereafter have, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based on statute or otherwise, based in whole or in part on any act or omission, transaction, dealing or other occurrence in any way relating to, arising out of, or in respect of, the CCAA Proceedings or with respect to their respective conduct in connection therewith, including any actions required or steps taken in carrying out the Monitor Incidental Matters or any other action taken by Deloitte or Osler following the CCAA Termination Time with respect to the Applicant or the CCAA Proceedings, save and except for any claim or liability arising from gross negligence or wilful misconduct;

(b) the Charges in the ARIO shall survive the discharge of the Monitor provided by the proposed CCAA Termination Order and remain in full force and effect, each with the priority set out in the Receivership Order; and

(c) Deloitte shall be discharged from its duties, obligations and responsibilities as Monitor, provided that Deloitte shall have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to the

CCAA Proceedings following the CCAA Termination Time, as may be required or appropriate.

16. In the Monitor's view, the Releases in favour of the Released Parties are appropriate and necessary to bring finality to the CCAA Proceedings. The Released Parties played a necessary and integral role in the CCAA Proceedings and contributed significantly to their efficient and timely completion, including in connection with the negotiation of the Subscription Agreement and the implementation of the SISP. The Releases are appropriately tailored, given the exclusions described in the Seventh Report.

Approval of the Monitor's Reports, Activities and Fees

17. The Monitor is seeking approval of: (i) the fees and disbursements of the Monitor incurred for the period from September 19, 2026 to October 31, 2026; (ii) the fees and disbursements of the Monitor's counsel incurred for the period from September 19, 2026 to October 31, 2026; and (iii) the Subsequent Fees and Disbursements, which will be necessary for the Monitor and its counsel to complete its remaining duties in the CCAA Proceedings (estimated not to exceed $165,000).

18. The fees and disbursements of the Monitor, including the Subsequent Fees and Disbursements, are reasonable in the circumstances.

19. The proposed CCAA Termination Order also seeks the approval of the Fourth Report of the Monitor dated September 25, 2026, the Fifth Report, the Sixth Report and the Seventh Report (collectively, the **"Monitor's Reports**"), and the activities and conduct of the Monitor, including as described in the Monitor's Reports.

General

20. The provisions of the CCAA, and the statutory, inherent and equitable jurisdiction of this Honourable Court;

21. Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended, and section 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.

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

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

1. The Seventh Report, including all appendices thereto;

2. The Motion Record of the Monitor filed November 6, 2026; and

3. Such further and other evidence as counsel may advise and this Honourable Court may permit.

November 6, 2026

OSLER, HOSKIN & HARCOURT LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman (LSO# 44066M)
Tel: 416.862.4908
Email: mwasserman@osler.com

Tiffany Sun (LSO# 84440N)
Tel: 416.862.4932
Email: tsun@osler.com

Fax: 416.862.6666

Counsel for Deloitte Restructuring Inc., solely in its capacity as Monitor of Freshstone Brands Inc. and not in its personal or corporate capacity

TO: SERVICE LIST

Court File No. CL-26-00000265-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF A PLAN OF FRESHSTONE BRANDS INC.

SERVICE LIST
(as of October 28, 2026)

Debtor	
STIKEMAN ELLIOTT LLP 1155 René-Lévesque Blvd. West 41st Floor Montréal, QC Canada H3B 3V2	**Guy P. Martel** Tel: (514) 397-3163 Email: gmartel@stikeman.com **Danny Duy Vu** Tel: (514) 397-6495 Email: ddvu@stikeman.com **Anna Arapovic** Tel: (514) 397-3121 Email: aarapovic@stikeman.com *Lawyers for the Applicant*
STIKEMAN ELLIOTT LLP 5300 Commerce Court West 199 Bay Street Toronto, ON Canada M5L 1B9	**Nicholas Avis** Tel: (416) 869-5563 Email: navis@stikeman.com *Lawyers for the Applicant*
Monitor	
DELOITTE RESTRUCTURING INC. 8 Adelaide Street West, Toronto, Ontario M5H 0A9 **Nigel Meakin** Tel: 416-258-7371 Email: nmeakin@deloitte.ca **Shane Connolly** Email: shconnolly@deloitte.ca *Monitor*	**OSLER, HOSKIN & HARCOURT LLP** 100 King Street West, Suite 6200 Toronto, Ontario M5H 1H1 **Marc Wasserman** Tel: 416-862-4908 Email: mwasserman@osler.com **Tiffany Sun** Tel: 416-862-4932 Email: tsun@osler.com *Lawyers for the Monitor*

DIP Lender	
GARRINGTON FINANCIAL SERVICES INC. 5075 Yonge Street, Ste. 700 Toronto, ON M2N 6C6 **Kerry Colantonio** Email: kerry.colantonio@garringtoncapital.com **Tammy Kemp** Email : tammy.kemp@garringtonco.com	**DLA PIPER** Bay Adelaide - Centre West Tower Suite 5100 - 333 Bay Street Toronto, Ontario M5H 2R2 **Edmond Lamek** Tel: +1 416 365 3444 Email: edmond.lamek@ca.dlapiper.com
Sale Advisor	
GLASSRATNER ADVISORY CANADA INC. 150 York Street, Suite 1600 Toronto, ON, Canada, M5H 3S5 **Hylton Levy** Tel: (416) 542-1207 Email: hlevy@glassratner.com	
Secured Creditor	
FRANK BURDZY Email: fburdzy@homestyleselectionslp.com	**CHAITONS LLP** 5000 Yonge St 10th Flr North York, Ontario M2N 7E9 **George Benchetrit** Tel: 416.218.1141 Email: george@chaitons.com **Alex Krancevic** Tel: 416.218.1168 Email: alexk@chaitons.com
Equipment Financing	
ROYAL BANK OF CANADA **Leasing Division** 5575 North Service Road, Suite 300 Burlington, Ontario L7L 6M1 **Kevin Leung** Email: kevin.leung@rbc.com	
Interested Parties	
TIP FLEET SERVICES CANADA LTD. 1880 Britannia Road East	

Mississauga, ON L4W 1J3 Email: absecparties@eservicecorp.ca	
DIAMOND INTERNATIONAL TRUCKS LTD. 17020 118TH Avenue NW Edmonton, AB T5S 1S4 Email: jhamilton@dit.ca	
RYDER TRUCK RENTAL CANADA LTD. 80 McIntyre Place, Kitchener, Ontario N2R 1G9 **Michael Stirling** Tel: 519-340-7562 Email: Michael_Stirling@ryder.com **Jen Beaty** Tel : 519-340-7582 Email : Jennifer_Beaty@ryder.com	
CBGF 2021, LP	**NECPAL LITIGATION PROFESSIONAL CORPORATION** 65 Front Street East, Suite 300 Toronto, ON M5E 1B5 **David Salter (80519K)** Tel: 416.613.9156 Email: dsalter@necpal.com
COMMPORT COMMUNICATIONS INTERNATIONAL, INC. 2-450 Harry Walker Parkway South, Newmarket, ON, L3Y 8E3 **Debra Jodhan** Tel: 905-727-6782 Email: debraj@commport.com	

CAMPBELL COMPANY OF CANADA	**THORNTON GROUT FINNIGAN LLP** 100 Wellington Street West Suite 3200, TD West Tower Toronto ON M5K 1K7 **D.J. Miller (LSO# 34393P)** Email: djmiller@tgf.ca Tel: (416) 304-0559 **Shurabi Srikaruna (LSO# 90908K)** Email: ssrikaruna@tgf.ca Tel: (416) 304-1127
INDEPENDENT PURCHASING COOPERATIVE, INC.	**MILLER THOMSON LLP** Scotia Plaza 40 King Street West, Suite 6600 P.O. Box 1011 Toronto ON M5H 3S1 **Larry Ellis LSO#: 49313K** lellis@millerthomson.com Tel: 416.595.8639 **Monica Faheim LSO#: 82213R** mfaheim@millerthomson.com Tel: 416.595.6087
MARSAN FOODS ULC	**CASSELS BROCK & BLACKWELL LLP** Suite 3200, Bay Adelaide Centre – North Tower, 40 Temperance St. Toronto, ON M5H 0B4 Canada **Jeffrey Mikelberg** Tel: 416 860 6504 Email: jmikelberg@cassels.com **Jeremy Bornstein** Tel: 416 869 5386 Email: jbornstein@cassels.com
TWINPROP INVESTMENTS INC. 1500 1874 Scarth Street Regina, SK S4P 4E9 **Barney Strassburger** E-mail: barneystrassburger@gmail.com	**MLT AIKINS LLP** Suite 1201 - 409 3rd Avenue S Saskatoon, SK S7K 5R5 **Jeff Lee, K.C.** E-mail: JMLee@mltaikins.com

ONEPLAN INC.	**MCMILLAN LLP** Brookfield Place, 181 Bay Street Suite 4400 Toronto, Ontario M5J 2T3 **Amethyst Haighton** Tel: 416.865.7853 E-mail: amethyst.haighton@mcmillan.ca **Reuben Rothstein** Tel: 416.865.7033 E-mail: Reuben.Rothstein@mcmillan.ca

IT WEAPONS **Sam Sanmuga** Tel: +1 (905) 494-5436 E-mail: Siva.Sanmuga@ITWeapons.com	
786 EMPLOYMENT INC. **Asad Gondal** E-mail: shahbazstaff@gmail.com	
TRUCK IT PERSONNEL INC. **Colin Foster** E-mail: colin@truckitpersonnel.com	**ALEXANDER HOLBURN BEAUDIN + LANG LLP** 2740 - 22 Adelaide Street West Toronto, Ontario M5H 4E3 **Michael Furyk** Tel: 416 639 9050 Email: mfuryk@ahbl.ca **Ian Breneman** Tel: 416 639 9057 Email: ibreneman@ahbl.ca
GRANITE PROPERTY NOMINEE INC.	**CAPSTONE LEGAL** 10-3250 Ridgeway Drive Mississauga, ON L5L 5Y6 **Danny M. Nunes** Tel: 416 414-3311 Email: dn@capstonelegal.ca
ALLIED UNIVERSAL	**BLANEY MCMURTY LLP** 2 Queen Street East, Suite 1500 Toronto, Ontario M5C 3G5 Tel: 416-593-1221 Fax: 416-593-5437 **Varoujan Arman** Tel: 416-596-2884 Fax: 416-593-2960 Email: VArman@blaney.com

CBGF 2021, LP	**NECPAL LITIGATION PROFESSIONAL CORPORATION** 65 Front Street East, Suite 300 Toronto, Ontario M5E 1B5 **Dylan Gibbs** E-mail: dgibbs@necpal.com **David Salter** E-mail: dsalter@necpal.com
Ministries/Government	
DEPARTMENT OF JUSTICE CANADA **ONTARIO REGIONAL OFFICE** 120 Adelaide Street West, Suite #400 Toronto, Ontario M5H 1T1 Email: AGC-PGC.Toronto.Tax-Fiscal@justice.gc.ca	
ATTORNEY GENERAL OF CANADA **DEPARTMENT OF JUSTICE** Ontario Regional Officer, Tax Law Section 120 Adelaide Street West, Suite 400 Toronto, Ontario M5H 1T1 Kevine Dias Email: Kevin.Dias@justice.gc.ca Tessania Lawrence Email: Tessania.Lawrence@justice.gc.ca	
MINISTER OF FINANCE **INSOLVENCY UNIT** 6th Floor, 33 King Street West Oshawa, Ontario L1H 8H5 Insolvency Unit Email: insolvency.unit@ontario.ca	
CANADA REVENUE AGENCY 1 Front Street West Toronto, Ontario M5J 2X6 Email: AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca	
OFFICE OF THE SUPERINTENDENT OF BANKRUPTCY CANADA 151 Yonge Street, 4th Floor	

Toronto, ON M5C 2W7 Email: osbservice-bsfservice@ised-isde.gc.ca	
ATTORNEY GENERAL OF CANADA Department of Justice Canada National Litigation Sector Ontario Regional Office 120 Adelaide Street West, Suite 400 Toronto, ON, M5H 1T1 **Walter Kravchuk** Email: walter.kravchuk@justice.gc.ca Tel : 365-375-2752 **Asad Moten** Email : Asad.Moten@justice.gc.ca	
Excluded Contracts Pursuant to the Subscription Agreement	
Mintz Global Screening	Email: mintzreceivables@mintzgroup.com
Prime Source Staffing Inc.	**SIMMONS DA SILVA LLP** Suite 200, 201 County Court Blvd Brampton, Ontario, Canada L6W 4L2 **Amrita Mann** Email: amrita@sdslawfirm.com **Malika Grewal** Email: malika@sdslawfirm.com Email: accounts@primesourcestaffing.ca
786 Employment Inc.	Email: 786payroll@gmail.com
Bell Combustion Limited	Email: accounting@bellcombustion.com
Naylor Building Partnerships Inc.	Email: ar@naylorbp.com
Air Solutions Canada Inc.	Email: wingleton@airsolcan.com
The Morning Star Packing Company	Email: nlemos@morningstarco.com
One Source Food Solutions LLC	Email: marionh@onesourcefoodsolutions.com
Hydra Security Inc.	Email: accounts@hydrasecurity.ca
Allied Universal Security Services of Canada	Email: mieke.clarke@aus.com
GlassRatner Restructuring Inc.	Email: srosen@glassratner.com
Talent Sphere Staffing Solutions Inc.	Email: tsarling@talentsphere.ca
Butler Operations Inc.	Email: colleen@butlerdisposal.com
Shred-it – Stericycle Inc.	Email: ashleigh.brown@stericycle.com
Y.R.T. Janitorial Inc.	Email: Yogan32@live.com
IT Weapons	Email: ar@itweapons.com
Commport Communications Int. Inc.	Email: AccountsReceivable@commport.com
Faxinating Solutions Inc.	Email: service@fsiedi.com
Retained Contracts Pursuant to the Subscription Agreement	
Trenton Cold Storage Inc.	Email: katec@trencold.com

Everest Freezers Inc.	Email: warehouse@everestfreezers.ca
Proactive Supply Chain Solutions Inc.	Email: billing@proactivegroup.ca
ADP	Email: canada_accounts_receivable@ADP.com
Royal Bank of Canada	Email: efscservice@rbc.com
Canada Life	Email: anchit.gulati@canadalife.com
Desjardins	Email: grs_plansponsor@dfs.ca
Claim Secure	Email: nicole@multicarebenefits.com
Industrial Alliance	Email: beniah.lanoue@ia.ca
Paychex Inc. Paychex TPS	Email: payroll_sm_gs@paychex.com Copy to: jdfranklin@paychex.com
Global MLX Consulting	Email: mandy@globalmlx.com
Navacord Insurance Services Alberta Inc.	Email: kim.watson@navacord.com
Marsan Foods ULC Email: kevin.henneck@e2p.com	**CASSELS BROCK & BLACKWELL LLP** Suite 3200, Bay Adelaide Centre – North Tower, 40 Temperance St. Toronto, ON M5H 0B4 Canada **Jackie Karbi** E-mail : jkarbi@cassels.com
Canadian Food Inspection Agency	Email: cfia.ARCollection-RecouvrementCD.acia@inspection.gc.ca
U.S. Food and Drug Administration	Email: OC-OCC-FDA-Litigation-Mailbox@fda.hhs.gov
Costco Canada	Email: larry.pifer@costco.com

E-Mail Distribution List:

gmartel@stikeman.com; ddvu@stikeman.com; aarapovic@stikeman.com; navis@stikeman.com; nmeakin@deloitte.ca; shconnolly@deloitte.ca; mwasserman@osler.com; tsun@osler.com; edmond.lamek@ca.dlapiper.com; fburdzy@homestyleselectionslp.com; george@chaitons.com; alexk@chaitons.com; kevin.leung@rbc.com; absecparties@eservicecorp.ca; jhamilton@dit.ca; Michael_Stirling@ryder.com; Jennifer_Beaty@ryder.com; AGC-PGC.Toronto.Tax-Fiscal@justice.gc.ca; Kevin.Dias@justice.gc.ca; Tessania.Lawrence@justice.gc.ca; insolvency.unit@ontario.ca; AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca; osbservice-bsfservice@ised-isde.gc.ca; hlevy@glassratner.com; dsalter@necpal.com; debraj@commport.com ; kerry.colantonio@garringtoncapital.com; tammy.kemp@garringtonco.com; djmiller@tgf.ca; ssrikaruna@tgf.ca; lellis@millerthomson.com; mfaheim@millerthomson.com; jmikelberg@cassels.com; jbornstein@cassels.com; barneystrassburger@gmail.com; JMLee@mltaikins.com; amethyst.haighton@mcmillan.ca; Reuben.Rothstein@mcmillan.ca; Siva.Sanmuga@ITWeapons.com; shahbazstaff@gmail.com; colin@truckitpersonnel.com; mfuryk@ahbl.ca; ibreneman@ahbl.ca;dn@capstonelegal.ca; walter.kravchuk@justice.gc.ca; Asad.Moten@justice.gc.ca; mintzreceivables@mintzgroup.com; amrita@sdslawfirm.com; malika@sdslawfirm.com; accounts@primesourcestaffing.ca; 786payroll@gmail.com; accounting@bellcombustion.com; ar@naylorbp.com; wingleton@airsolcan.com; nlemos@morningstarco.com; marionh@onesourcefoodsolutions.com; accounts@hydrasecurity.ca; mieke.clarke@aus.com; srosen@glassratner.com; tsarling@talentsphere.ca; colleen@butlerdisposal.com; ashleigh.brown@stericycle.com ; Yogan32@live.com; ar@itweapons.com; AccountsReceivable@commport.com; service@fsiedi.com; katec@trencold.com; warehouse@everestfreezers.ca; billing@proactivegroup.ca; canada_accounts_receivable@ADP.com; efscservice@rbc.com; anchit.gulati@canadalife.com; grs_plansponsor@dfs.ca; nicole@multicarebenefits.com; beniah.lanoue@ia.ca; payroll_sm_gs@paychex.com;

jdfranklin@paychex.com; mandy@globalmlx.com; kim.watson@navacord.com; kevin.henneck@e2p.com; jkarbi@cassels.com; cfia.ARCollection-RecouvrementCD.acia@inspection.gc.ca; OC-OCC-FDA-Litigation-Mailbox@fda.hhs.gov; larry.pifer@costco.com; VArman@blaney.com ; dgibbs@necpal.com ; dsalter@necpal.com

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C 36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FRESHSTONE BRANDS INC.

Court File No.: CL-26-00000265-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

NOTICE OF MOTION

OSLER, HOSKIN & HARCOURT LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto, Canada M5X 1B8

Marc Wasserman (LSO# 44066M)
Tel: (416) 862-4908
E-mail: mwasserman@osler.com

Tiffany Sun (LSO# 84440N)
Tel: (416) 862-4932
E-mail: tsun@osler.com

Lawyers for the Monitor

TAB 2

Court File No. CL-26-00000265-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	WEDNESDAY, THE 18th
	)	
JUSTICE CAVANAGH	)	DAY OF NOVEMBER, 2026

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FRESHSTONE BRANDS INC.

Applicant

CCAA TERMINATION ORDER

THIS MOTION, made by Deloitte Restructuring Inc. ("**Deloitte**"), in its capacity as Court-appointed monitor of the Applicant (in such capacity, the "**Monitor**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order (this "**Order**"), among other things: (i) approving the activities, conduct and reports of the Monitor; (ii) approving the fees and disbursements of the Monitor and the Monitor's legal counsel, as described in the Seventh Report of the Monitor dated November 5, 2026 (the "**Seventh Report**") and the affidavits attached thereto affirmed in support thereof; (iii) terminating these CCAA proceedings upon the Monitor's service of the Monitor's Termination Certificate (as defined below) on the service list in these CCAA proceedings (the "**Service List**"), and discharging Deloitte as the Monitor at the CCAA Termination Time (as defined below); (iv) approving certain releases; and (v) granting certain related relief, was heard this day by judicial videoconference via Zoom.

ON READING the Notice of Motion of the Monitor, the Seventh Report, including the Affidavit of Nigel Meakin sworn on November 5, 2026 (the "**Meakin Fee Affidavit**") and the Affidavit of Tiffany Sun affirmed on November 5, 2026 (the "**Sun Fee Affidavit**") attached thereto, and on hearing the submissions of counsel for the Applicant, the Monitor, and those other parties present, no one else appearing although duly served as appears from the lawyers' certificates of service, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Monitor's Notice of Motion, the Motion Record of the Monitor and the Seventh Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used herein and not otherwise defined have the meanings given to them in the Amended and Restated Initial Order of this Court made in the within proceedings dated June 18, 2026 (the "**ARIO**"), or the Seventh Report, as applicable.

APPROVAL OF MONITOR'S REPORTS, ACTIVITIES AND FEES

3. **THIS COURT ORDERS** that the Fourth Report of the Monitor dated September 25, 2026, the Fifth Report of the Monitor dated October 21, 2026, the Sixth Report of the Monitor dated October 23, 2026, and the Seventh Report (collectively, the "**Monitor's Reports**"), and the activities and conduct of the Monitor prior to or on the date hereof in relation to the Applicant and these CCAA proceedings (including as described in the Monitor's Reports), are hereby ratified and approved; provided, however, that only Deloitte, in its capacity as Monitor and in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such ratification and approval.

4. **THIS COURT ORDERS** that the fees and disbursements of the Monitor for the period from September 19, 2026 to October 31, 2026, as set out in the Meakin Fee Affidavit, are hereby approved.

5. **THIS COURT ORDERS** that the fees and disbursements of Osler, Hoskin & Harcourt LLP ("**Osler**") as legal counsel to the Monitor, for the period from September 19, 2026 to October 31, 2026, as set out in the Sun Fee Affidavit, are hereby approved.

6. **THIS COURT ORDERS** that the Subsequent Fees and Disbursements of the Monitor and Osler in connection with the completion by the Monitor of its remaining duties and administration of these CCAA proceedings are hereby approved, and the Monitor and Osler shall not be required to pass their accounts in respect of any further activities in connection with the completion by the Monitor of its remaining duties and administrations of these CCAA proceedings.

TERMINATION OF CCAA PROCEEDINGS

7. **THIS COURT ORDERS** that upon service by the Monitor of an executed certificate in substantially the form attached hereto as **Schedule "A"** (the **"Monitor's Termination Certificate**") on the Service List certifying that, to the knowledge of the Monitor, all matters to be attended to in connection with these CCAA proceedings have been completed, these CCAA proceedings shall be terminated without any further act or formality (the "**CCAA Termination Time**"), provided that nothing herein impacts the validity of any Orders made in these CCAA proceedings or any action or steps taken by any Person in connection therewith.

8. **THIS COURT ORDERS** that the Monitor is hereby directed to file a copy of the Monitor's Termination Certificate with the Court as soon as is practicable following the service thereof on the Service List.

9. **THIS COURT ORDERS** that each of the Charges shall survive the discharge of the Monitor as provided by this Order and remain in full force and effect, each with the priority set out in the Receivership Order of this Court made in the proceedings pursuant to section 243(1) of *Bankruptcy and Insolvency Act* in respect of the Applicant with Court File No. ● dated November 10, 2026.

DISCHARGE OF THE MONITOR

10. **THIS COURT ORDERS** that effective at the CCAA Termination Time, Deloitte shall be and is hereby discharged from its duties as Monitor and shall have no further duties, obligations or responsibilities as Monitor from and after the CCAA Termination Time, provided that, notwithstanding its discharge as Monitor, Deloitte shall have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to these CCAA proceedings following the CCAA Termination Time, as may be required or appropriate (collectively, the "**Monitor Incidental Matters**"), and, in each case, the Monitor is hereby authorized to execute, endorse, and file, for and on behalf and in the name of the Applicant, any documents or instruments of whatever nature as may be necessary or desirable in connection therewith. In completing such Monitor Incidental Matters, Deloitte and its counsel shall continue to have the benefit of the provisions of all Orders made in these CCAA proceedings and all protections under the CCAA, including all approvals, protections and stays of proceedings in favour of Deloitte in its capacity as Monitor, and nothing in this Order shall affect, vary, derogate from or amend any of the protections in favour of the Monitor pursuant to an Order issued in these CCAA proceedings.

11. **THIS COURT ORDERS** that, notwithstanding any provision of this Order, the Monitor's discharge or the termination of these CCAA proceedings, nothing herein shall affect, vary,

derogate from, limit or amend, and Deloitte shall continue to have the benefit of, all of the rights, approvals, releases and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO or any other Order of this Court in these CCAA proceedings or otherwise, all of which are expressly continued and confirmed following the CCAA Termination Time, including in connection with the Monitor Incidental Matters and other actions taken by the Monitor following the CCAA Termination Time with respect to the Applicant or these CCAA proceedings.

RELEASES

12. **THIS COURT ORDERS** that, effective at the CCAA Termination Time, Deloitte in its capacity as monitor and in its personal capacity, and Osler, and each of their respective affiliates and current and former officers, directors, partners, employees and agents, as applicable (collectively, the "**Released Parties**" and each a "**Released Party**") shall be and are hereby forever irrevocably released and discharged from any and all claims that any Person may have or be entitled to assert against the Released Parties now or hereafter, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based on statute or otherwise, based in whole or in part on any act or omission, transaction, dealing or other occurrence in any way relating to, arising out of, or in respect of, these CCAA proceedings and/or with respect to their respective conduct in these CCAA proceedings, including any actions required or steps taken in carrying out any Monitor Incidental Matters or any other actions taken by Deloitte or Osler following the CCAA Termination Time with respect to the Applicant or these CCAA proceedings (collectively, the "**Released Claims**"), and any such Released Claims are hereby irrevocably and permanently released, discharged, stayed, extinguished and forever barred, and the Released Parties shall have no liability in respect thereof; provided that, nothing in this paragraph shall

waive, discharge, release, cancel or bar any claim or liability arising out of any gross negligence or wilful misconduct on the part of the applicable Released Party.

13. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against any Released Party in any way arising from or related to its respective Released Claim(s), except with prior leave of this Court on not less than fifteen (15) days' prior written notice to the applicable Released Parties.

GENERAL

14. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

15. **THIS COURT ORDERS** that the Applicant and the Monitor shall be authorized to apply as it may consider necessary or desirable, with or without notice, to this Court for advice and directions, or to any other court or administrative body, whether in Canada, the United States or elsewhere, for orders which aid and complement this Order. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and the Monitor as may be deemed necessary or appropriate for that purpose.

16. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other foreign jurisdiction, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

_____

SCHEDULE "A"
FORM OF MONITOR'S TERMINATION CERTIFICATE

Court File No. CL-26-00000265-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FRESHSTONE BRANDS INC.

Applicant

MONITOR'S TERMINATION CERTIFICATE

RECITALS

1. Deloitte Restructuring Inc. ("**Deloitte**") was appointed as the Monitor of the Applicant in the within proceedings commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated June 9, 2026 (as amended and restated on June 18, 2026).

2. Pursuant to an Order of this Court dated November 18, 2026 (the "**CCAA Termination Order**"), among other things, Deloitte shall be discharged as the Monitor and the Applicant's CCAA proceedings shall be terminated upon the service of this Monitor's Termination Certificate on the service list in these CCAA proceedings, all in accordance with the terms of the CCAA Termination Order.

THE MONITOR CERTIFIES the following:

1. To the knowledge of the Monitor, all matters to be attended to in connection with these CCAA proceedings have been completed.

ACCORDINGLY, the CCAA Termination Time (as defined in the CCAA Termination Order) has occurred.

DATED at Toronto, Ontario this _____ day of _____, 2026.

DELOITTE RESTRUCTURING INC. in its capacity as Court-appointed Monitor of the Applicant and not in its personal or corporate capacity

Per: _____

Name:
Title:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FRESHSTONE BRANDS INC.

Court File No. CL-26-00000265-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER
(CCAA Termination Order)

OSLER, HOSKIN & HARCOURT LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman (LSO# 44066M)
Tel: 416.862.4908
Email: mwasserman@osler.com

Tiffany Sun (LSO# 84440N)
Tel: 416.862.4932
Email: tsun@osler.com

Lawyers for the Monitor, Deloitte Restructuring Inc.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C 36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF FRESHSTONE BRANDS INC.

Court File No.: CL-26-00000265-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

MOTION RECORD

OSLER, HOSKIN & HARCOURT LLP 100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto, Canada M5X 1B8

Marc Wasserman (LSO# 44066M) Tel: (416) 862-4908
E-mail: mwasserman@osler.com

Tiffany Sun (LSO# 84440N)
Tel: (416) 862-4932
E-mail: tsun@osler.com

Lawyers for the Monitor, Deloitte Restructuring Inc.