Deloitte.

Court File No. CL-26-00000265-0000

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF

FRESHSTONE BRANDS INC.

SEVENTH REPORT TO THE COURT

SUBMITTED BY DELOITTE RESTRUCTURING INC.,

IN ITS CAPACITY AS MONITOR

NOVEMBER 5, 2026

Deloitte.

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.

SEVENTH REPORT TO THE COURT SUBMITTED BY DELOITTE RESTRUCTURING INC., IN ITS CAPACITY AS MONITOR

TABLE OF CONTENTS

SECTION A - INTRODUCTION 2

SECTION B - TERMS OF REFERENCE 6

SECTION C - EXECUTIVE SUMMARY 7

SECTION D - THE RECEIVERSHIP MOTION 8

SECTION E - THE CCAA TERMINATION MOTION 11

SECTION A - INTRODUCTION

1. On June 9, 2026, Freshstone Brands Inc. (the "**Applicant**") sought and obtained from the Ontario Superior Court of Justice (Commercial List) (the "**Court**") an initial order (the "**Initial Order**") under the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the "**CCAA**") providing for, *inter alia*, a stay of proceedings in favour of the Applicant until June 18, 2026, (the "**Stay Period**") and the appointment of Deloitte Restructuring Inc. ("**Deloitte**") as monitor (in such capacity, the "**Monitor**"). The proceedings commenced by the Applicant under the CCAA will be referred to herein as the "**CCAA Proceedings**".

2. On June 18, 2026, the Court granted an Amended and Restated Initial Order (the "**ARIO**"), *inter alia* extending the Stay Period to October 16, 2026.

3. Pursuant to the Initial Order and the ARIO, the Court 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 has agreed to advance up to $7 million to the Applicant, subject to the terms and conditions of the DIP Credit Agreement.

4. Also on June 18, 2026, the Court granted the Applicant's motion for an Order, *inter alia*:

   (a) Approving the implementation of a sale and investor solicitation process (the "**SISP**") in accordance with the procedures (the "**SISP Procedures**") attached thereto as Schedule A, in which the Applicant would use the Subscription Agreement (as defined below) as the "stalking horse bid" in the SISP and would seek Superior Proposals by the Bid Deadline (each as defined in the SISP Procedures) and, if one or more Qualified Bid (as defined in the SISP Procedures) was received, could conduct an auction to determine the highest and best offer available, all in order to maximize recoveries for the benefit of the stakeholders of the Applicant;

(b) Approving, *nunc pro tunc*, the execution of the agreement dated as of June 12, 2026 (as amended from time to time, the "**Subscription Agreement**"), between the Applicant, as Issuer, and Mr. Frank Burdzy[1], as the Investor, and authorizing the use of the Subscription Agreement as the "stalking horse bid" in the SISP; and

(c) Authorizing the Applicant to engage GlassRatner Advisory Canada Inc. as the Applicant's sale advisor pursuant to the terms of an engagement agreement dated June 5, 2026.

5. On October 2, 2026, the Court granted the Monitor's motion for an Order, *inter alia*, approving:

(a) The First Report of the Monitor dated June 13, 2026, the Second Report of the Monitor dated August 19, 2026, the Third Report of the Monitor dated September 15, 2026, and the Fourth Report of the Monitor dated September 25, 2026 (collectively, the "**Prior Reports**");

(b) The activities and conduct of the Monitor to October 2, 2026;

(c) The fees and disbursements of the Monitor for the period from June 8, 2026, to September 18, 2026; and

(d) The fees and disbursements of Osler, Hoskin & Harcourt LLP as legal counsel to the Monitor ("**Monitor's Counsel**"), for the period from June 9, 2026, to September 18, 2026.

[1] Mr. Burdzy is both a secured creditor and the Chief Executive Officer of the Applicant. For the purposes of this Report, when being referred to in his capacity as a secured creditor, he will be referred to as the "**Secured Creditor**".

6. On October 14, 2026, the Court granted the Applicant's motion for an Approval and Reverse Vesting Order, *inter alia*:

   (a) Extending the Stay Period to November 30, 2026; and

   (b) Approving the Subscription Agreement and the transactions contemplated therein (the "**Transactions**").

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

8. The Sixth Report of the Monitor dated October 23, 2026 (the "**Sixth Report**"), was filed to provide an update to the Court on events subsequent to the filing of the Fifth Report and stated:

   > "14. The Investor has confirmed that it:
   >
   > (a) Is not prepared to provide additional funding to the Applicant prior to Closing to address the Applicant's current cash flow constraints; and
   >
   > (b) No longer intends to close the Transactions.
   >
   > 15. The DIP Lender has delivered a Notice of Event of Default, inter alia, terminating the DIP Lender's commitment to make further Advances to the Borrower.

16. In the Monitor's view, as a result of the foregoing and in the current circumstances, there is now no prospect of the Applicant's business continuing as a going concern and a liquidation of the Applicant's assets is inevitable."

9. The purpose of this, the Seventh Report of the Monitor (the "**Seventh Report**") is to provide information and the Monitor's recommendations to the Court on the following:

(a) The DIP Lender's motion for an Order (the "**Receivership Order**") *inter alia* appointing Deloitte as receiver (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of the Applicant (the "**Receivership Motion**");

(b) The Monitor's motion (the "**CCAA Termination Motion**") for an Order (the "**CCAA Termination Order**"), *inter alia*:

(i) Approving the actions, conduct and activities of the Monitor as described in the Fifth Report, the Sixth Report and the Seventh Report;

(ii) Approving the fees and disbursements of the Monitor and Monitor's Counsel incurred in the period from September 19, 2026, to October 30, 2026, together with an estimate of the fees incurred but unbilled since that date or to be incurred to complete the CCAA Proceedings; and

(iii) Providing for the termination of the CCAA Proceedings and the discharge of the Monitor upon service on the service list for the CCAA Proceedings by the Monitor of a certificate (the "**CCAA Termination Certificate**") and

(iv) Granting certain releases (the "**Monitor Releases**") in favour of the Monitor and of Monitor's Counsel and each of their respective affiliates and current former officers, directors, partners, employees and agents (collectively, the "**Monitor Released Parties**").

SECTION B - TERMS OF REFERENCE

10. In preparing this Seventh Report, the Monitor has relied upon unaudited financial information of the Applicant, the Applicant's books and records, certain financial information prepared by the Applicant and discussions with various parties (the "**Information**").

11. Except as otherwise described in this Seventh Report:

(a) The Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the *CPA Canada Handbook*; and

(b) The Monitor has not examined or reviewed financial forecasts and projections referred to in this Report in a manner that would comply with the procedures described in the *CPA Canada Handbook*.

12. The Monitor has prepared this Seventh Report in connection with the Receivership Motion, currently returnable on November 10, 2026, and the CCAA Termination Motion, currently returnable on a date to be determined, and should not be relied on for any other purpose.

13. Future oriented financial information reported or relied on in preparing this Seventh Report is based on the assumptions of the management of the Applicant regarding future events; actual results may vary from forecast and such variations may be material.

14. Unless otherwise stated, all monetary amounts contained herein are expressed in **Canadian dollars**. Capitalized terms not otherwise defined herein have the meanings given to them in the ARIO, the DIP Credit Agreement, or the Prior Reports, as applicable.

SECTION C - EXECUTIVE SUMMARY

THE RECEIVERSHIP MOTION

15. In the Monitor's view, and for the reasons stated in the Sixth Report, there is now no prospect of the Applicant's business continuing as a going concern and a liquidation of the Applicant's assets is inevitable.

16. The Applicant, the Monitor, the DIP Lender and the Secured Creditor, have all concluded that there would be no material benefit to continuing the CCAA Proceedings in the circumstances and that a receivership would be the appropriate forum within which to undertake the liquidation.

17. The Applicant has provided its consent to the granting of the Receivership Order.

18. Given the circumstances, the Monitor supports the granting of the Receivership Order.

THE CCAA TERMINATION ORDER

19. The Monitor respectfully submits that the Monitor's Fees and Disbursements, the Counsel Fees and Disbursements and the Subsequent Fees and Disbursements are reasonable in the circumstances and have been, or will be, validly incurred in accordance with the provisions of the Orders issued in the CCAA Proceedings.

20. If the Receivership Order is granted by the Court, the CCAA Proceedings are no longer required and only limited administrative tasks need to be undertaken to complete the CCAA Proceedings.

21. The Monitor Releases are reasonable and appropriate in the circumstances and are consistent with similar orders granted by the Court in other proceedings under the CCAA.

22. Accordingly, the Monitor respectfully seeks the granting of the CCAA Termination Order.

SECTION D - THE RECEIVERSHIP MOTION

23. As noted earlier in this Seventh Report, the Sixth Report concluded that in the Monitor's view and for the reasons stated therein, there is now no prospect of the Applicant's business continuing as a going concern and a liquidation of the Applicant's assets is inevitable.

24. The Applicant, the Monitor, the DIP Lender and the Secured Creditor have all concluded that there would be no material benefit to continuing the CCAA Proceedings in the circumstances and that a receivership would be the appropriate forum within which to undertake a liquidation. Since the filing of the Fifth Report, all parties have been working cooperatively toward the Receivership Motion being made on a consensual basis.

25. As noted in the Sixth Report, the Applicant laid off a total of 134 employees on October 22 and 23, 2026, with 25 employees being retained. In the week ended October 30, 3026, the Applicant funded a special payroll for the wages and vacation pay owing to the 134 laid off employees and the vacation pay owing to the 25 retained employees. A further $66,566.76 in accrued vacation pay was owing to 77 former employees that were laid off earlier in the CCAA Proceedings, which amount was paid by November 5, 2026.

26. Give the cost of continued occupation of the Applicant's facilities, there is significant urgency to determine the realistic economic options available to realize on the facilities, plant and equipment. Accordingly, having conferred with the Applicant, the DIP Lender and the Secured Creditor, the Monitor has:

    (a) Requested liquidation proposals from a number of liquidation and auction firms;

(b) Contacted approximately 111 strategic parties that were contacted during the SISP to advise them that the Applicant's two facilities were available to be acquired; and

(c) Responded to a number of unsolicited enquiries about the potential opportunity to acquire assets.

27. A number of parties have expressed potential interest in acquiring the Applicant's facilities. Parties that have signed a non-disclosure agreement have been granted access to a virtual data room containing the information made available in the SISP. Site tours will be offered to interested parties with the intent to conduct those tours in the week ended November 13, 2026.

28. On November 5, 2026, the Applicant and the Monitor provided their written consent to the lifting of the stay pursuant to paragraph 15 of the ARIO in order for the DIP Lender to issue its notice of intention to enforce security pursuant to section 244(1) of the *Bankruptcy and Insolvency Act* (the "**NITES**") and to commence and prosecute the Receivership Motion. A copy of that consent is attached hereto as **Appendix A**.

29. Also on November 5, 2026, the DIP Lender issued the NITES and the Applicant waived the statutory 10-day notice period. A copy of the NITES, including the waiver, is attached hereto as **Appendix B**.

30. The Receivership Motion seeks the granting of the Receivership Order, substantially in the form of the Commercial List Users' Committee Model Order.

31. The Receivership Order, if granted, will maintain the Administration Charge, the DIP Lender's Charge and the Directors' Charge granted by the ARIO, but subordinate to the customary first-ranking Receiver's Charge, being a charge in favour of the Receiver and its counsel on the Property, as security for their reasonable fees and disbursements, subject to statutory priority interests.

32. Deloitte has provided its consent to act as Receiver, subject to being satisfied with the form of Receivership Order. A copy of that consent is attached hereto as **Appendix C**.

33. The Applicant has provided its consent to the granting of a receivership Order substantially in the form attached to the consent. A copy of that consent is attached hereto as **Appendix D**.

34. As noted earlier in this Seventh Report, the Monitor has commenced the process of seeking liquidation proposals for the plant and equipment and has contacted a number of strategic parties in the food production industry to enquire whether they may have an interest in acquiring either of the Applicant's operating facilities.

35. If it is determined that it would be uneconomic to realize on certain assets, or if the Receiver is unable to secure sufficient funding to undertake the realization of such assets, it may become necessary for the Receiver to abandon certain assets. In the case of perishable goods, products may be donated to food-banks or charities rather than let them waste.

36. By letter agreement dated November 5, 2026 (the "**Funding Letter**"), the DIP Lender agreed to make Protective Advances (as defined in the Funding Letter) to be used by the Borrower, the Monitor or the Receiver pay the costs and expenses of the Borrower, the Monitor or the Receiver to November 28, 2026, consistent with those set out in the disbursement forecast attached to the Funding Letter, including an accrual for the fees and disbursements of the Receiver and its counsel to complete the statutory and administrative duties of a Receiver after November 28, 2026 to the date of the Receiver's discharge. A copy of the Funding Letter is attached hereto as **Appendix E**.

37. The Funding Letter provides for an initial advance of $500,000, which was received by the Monitor on November 3, 2026, and a second advance of $1,250,000 to be made on or before November 9, 2026, in order to ensure that the Receiver has sufficient funds on hands for the receivership.

38. Pursuant to the Funding Letter, and subject to the provisions of the Receivership Order, all collections of accounts receivable of the Borrower that are received by the Borrower or the Receiver from and after November 9, 2026, will be remitted to the DIP Lender until the DIP Obligations have been paid in full.

39. Based on the foregoing, and given the circumstances, the Monitor supports the granting of the Receivership Order.

SECTION E - THE CCAA TERMINATION MOTION

FEE APPROVAL

40. Pursuant to paragraph 30 of the ARIO, the Monitor and the Monitor's Counsel have from time to time been paid their fees and disbursements at their standard rates and charges by the Applicant as part of the costs of the CCAA Proceedings.

41. Paragraph 31 of the ARIO states:

> "31. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice."

42. The Monitor and the Monitor's Counsel have maintained detailed records of their fees and disbursements, and the Monitor now seeks approval of the fees and disbursements incurred in the period from September 19, 2026, to October 30, 2026. The activities undertaken and services provided by the Monitor in connection with the administration of the CCAA Proceedings are described in the Fifth Report, the Sixth Report and the Seventh Report.

43. The total fees and disbursements of the Monitor for the period amount to $160,077.36 (the "**Monitor's Fees and Disbursements**"), including $149,605.00 for fees and $10,472.36 for disbursements, all excluding applicable taxes. The time spent by the Monitor's personnel is more particularly described in the affidavit of Nigel Meakin of the Monitor, sworn November 5, 2026, in support of the Monitor's motion. A copy of the affidavit of Mr. Meakin is attached hereto as **Appendix F.**

44. The total fees and disbursements of the Monitor's Counsel amount to $79,885.80 (the "**Counsel Fees and Disbursements**"), including $79,525.50 for fees and $360.30 for disbursements, all excluding applicable taxes. The time spent by the personnel of the Monitor's Counsel is more particularly described in the affidavit of Tiffany Sun of the Monitor's Counsel, sworn November 5, 2026, in support of the Monitor's motion. A copy of the affidavit of Ms. Sun is attached hereto as **Appendix G**.

45. Based on the information currently available and assuming no unforeseen events, the Monitor estimates that the total fees and disbursements of the Monitor and the Monitor's Counsel to the termination of the CCAA Proceedings (the "**Subsequent Fees and Disbursements**") should not exceed $165,000.

46. The Monitor respectfully submits that the Monitor's Fees and Disbursements, the Counsel Fees and Disbursements and the Subsequent Fees and Disbursements are reasonable in the circumstances and have been, or will be, validly incurred in accordance with the provisions of the Orders issued in the CCAA Proceedings.

47. Accordingly, the Monitor respectfully seeks the approval of the Monitor Fees and Disbursements, the Monitor's Counsel Fees and Disbursements and the Subsequent Fees and Disbursements.

TERMINATION OF CCAA PROCEEDINGS

48. If the Receivership Order is granted by the Court, the only known remaining activities that will be required to be undertaken in the CCAA Proceedings are the completion of the necessary statutory and administrative steps for the termination of the CCAA Proceedings and the discharge of the Monitor.

49. Accordingly, an order terminating the CCAA Proceedings, to be effective upon service by the Monitor of the CCAA Termination Certificate, is now sought.

THE MONITOR RELEASES

50. The Monitor is of the view that the Monitor Releases contained in the proposed CCAA Termination Order are appropriate, as:

    (a) The releases are necessary to bring finality to the CCAA Proceedings;

    (b) The Monitor Released Parties have played a necessary and integral role in the CCAA Proceedings; and

    (c) The proposed releases are appropriately tailored, given that their scope is limited to matters relating to the CCAA Proceedings and do not release any claim or liability finally determined to be the result of any fraud, gross negligence or wilful misconduct on the part of the Monitor Released Parties.

The Monitor respectfully submits to the Court this, its Seventh Report.

Dated this 5th day of November, 2026.

Deloitte Restructuring Inc.
In its capacity as Monitor of
Freshstone Brands Inc.
and not in its personal or corporate capacity



Per: Nigel D. Meakin
Senior Vice President

Deloitte.

APPENDIX A

The Lift Stay Consent

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.

CONSENT TO LIFTING OF STAY

WHEREAS Freshstone Brands Inc. ("**Freshstone**") sought and obtained relief from the Ontario Superior Court of Justice (Commercial List) (the "**Court**") under the *Companies' Creditors Arrangement Act,* R.S.C. 1985 c. C-36, as amended (the "**CCAA**") by way of an Initial Order dated June 9, 2026 ("**Initial Order**"), as amended by an Amended and Restated Initial Order dated June 18, 2026 (the "**ARIO**"), which, *inter alia*, extended the Stay Period (as defined the Initial Order) to October 16, 2026, which Stay Period was further extended to November 30, 2026 pursuant to an Order of the Court dated October 14, 2026.

AND WHEREAS pursuant to the Initial Order, Deloitte Restructuring Inc. was appointed CCAA monitor in respect of Freshstone (in such capacity, the "**Monitor**").

AND WHEREAS in paragraphs 15 and 16 of the ARIO, the Court ordered broad stays of proceedings, enforcement of process in any court or tribunal, and the exercise of rights and remedies in respect of Freshstone, the Monitor, and the Business and the Property (both as defined in the ARIO), except with the written consent of Freshstone and the Monitor, or leave of the Court.

AND WHEREAS Freshstone and Garrington Financial Services Inc. (the "**DIP Lender**") are parties to a certain DIP Facility Loan Agreement dated as of June 8, 2026 (as amended from time to time, the "**DIP Credit Agreement**").

AND WHEREAS capitalized terms not otherwise defined herein have the meaning ascribed thereto in the DIP Credit Agreement.

AND WHEREAS the DIP Credit Agreement provides that upon the occurrence of an Event of Default which is continuing, the DIP Lender may, in its sole discretion, upon prior written notice to the Borrower and the Monitor, elect to terminate the DIP Lender's commitment to make further Advances to the Borrower and set-off, consolidate or accelerate all amounts outstanding under the DIP Facility and declare such amounts to be immediately due and payable without any applicable periods of grace. Upon the occurrence of an Event of Default, the DIP Lender may, subject to the Initial Order or ARIO, upon five (5) days' prior written notice to the Borrower and the Monitor: (a) apply to the Court for the appointment of a receiver, an interim receiver or a receiver and manager over the Collateral; (b) apply for a Court Order, on terms satisfactory to the Monitor and the DIP Lender, providing the Monitor with the power, in the name of and on behalf of the Borrower, to take all necessary steps in the CCAA Proceedings to realize on the Collateral; (c) apply to the Court to exercise any other powers and rights of a secured creditor; (d) exercise all such other rights and remedies available to the DIP Lender under this Agreement, the Court Orders and applicable Law; and/or (e) apply to the Court for an order for the appointment of a trustee in bankruptcy of the Borrower.

AND WHEREAS on October 23, 2026, counsel to the DIP Lender delivered to Freshstone and the Monitor a Notice of Event of Default dated October 22, 2026, *inter alia*, electing to (i)

terminate the DIP Lender's commitment to make further Advances to the Borrower, (ii) set-off, consolidate or accelerate all amounts outstanding under the DIP Facility, and (ii) declare such amounts to be immediately due and payable without any applicable periods of grace.

AND WHEREAS the DIP Lender, Freshstone and the Monitor have concluded that it is in the best interests of all stakeholders that a receiver be appointed in respect of the Property of Freshstone.

THE UNDERSIGNED hereby consent to the lifting of the stay of proceedings for the limited purposes of the DIP Lender (i) delivering a notice of intention to enforce security pursuant to section 244(1) of the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the "BIA") and (ii) bringing a motion before the Court for an order substantially in the form of Schedule "A" attached hereto pursuant to section 243 of the BIA, appointing Deloitte Restructuring Inc. as receiver, without security, of the Property of Freshstone.

Dated this 5th day of November, 2026.

Deloitte Restructuring Inc., in its capacity as Monitor of Freshstone Brands Inc. and not in its personal capacity

Per: Nigel Meakin, Senior Vice President

Freshstone Brands Inc.

Per: Frank Burdzy, Chief Executive Officer and Director

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.

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

CONSENT TO LIFT STAY

DLA PIPER (CANADA) LLP
333 Bay Street Suite 5100
Bay Adelaide Centre West Tower
Toronto, ON M5H 2R2

Edmond Lamek (LSO #33338U)
Tel: 416-365-3444
Email: edmond.lamek@dlapiper.com

Lawyers for Garrington Financial Services Inc.

Deloitte.

APPENDIX B

The NITES

FORM 86

Rule 124 - NOTICE OF INTENTION TO ENFORCE SECURITY

Sent pursuant to section 244(1) of the *Bankruptcy and Insolvency Act,* RSC 1985, c B-3

TO:

FRESHSTONE BRANDS INC.(the "**Borrower**" or the "**Insolvent Person**")

TAKE NOTICE that:

1. GARRINGTON FINANCIAL SERVICES INC. as lender (the "**DIP Lender**") to the Insolvent Person in respect of a DIP facility loan agreement dated as of June 8, 2026 between the Borrower and the DIP Lender, as amended by the first amendment on July 20, 2026 (as the same may be further extended, renewed, amended, supplemented, restated or otherwise modified from time to time, the "**DIP Loan Agreement**") intends to enforce its security on the Insolvent Person's property described below.

    a. All of the property, assets and undertaking of the Insolvent Person defined as Property in paragraph 5 of the Amended and Retasted Initial Order dated June 18, 2026 (the "**ARIO**", in Ontario Superior Court of Justice Commercial list Court File No. CL-26-00000265-0000 (the "**Freshstone CCAA Proceedings**")

2. The security the is to be enforced is the following:

    The DIP Lender's Charge in favour of the DIP Lender ordered in paragraph 36 of the ARIO (the "**Security**").

3. The total amount of indebtedness secured by the DIP Lender's Charge as at October 21, 2026 is $1,206,622.35 together with interest and costs, including legal costs, accruing thereon and such protective advances as may be made by the DIP Lender .

4. The DIP Lender will not have the right to enforce the Security until after the expiry of the 10-day period after this notice is sent unless the Insolvency Person consents to an earlier enforcement.

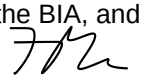
DATED at Toronto, Ontario, this 15h day of November, 2026.



Edmond Lamek, DLA Piper (Canada) LLP
Counsel to the DIP Lender

TAKE NOTE THAT:

The undersigned hereby acknowledges receipt of the within Notice of Intention to Enforce Security dated November 5, 2026 pursuant to Section 244 of the *Bankruptcy and Insolvency Act* (Canada) with respect to the Property Freshstone Brands Inc., waives its right to the ten-day notice period set out in section 244 of the BIA, and consents to the immediate enforcement of the Security by the DIP Lender.



Freshstone Brands Inc.
Per:

Deloitte.

APPENDIX C

The Consent to Act

Court File No. CV-26-0000265-00CL

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.

CONSENT

DELOITTE RESTRUCTURING INC. is a licensed trustee within the meaning of section 2 of the *Bankruptcy and Insolvency Act*.

DELOITTE RESTRUCTURING INC. HEREBY CONSENTS to act as receiver in the above-captioned proceedings pursuant to an order of the Court substantially in the form of Schedule "A" attached hereto.

Dated at Toronto this 5th day of November, 2026

DELOITTE RESTRUCTURING INC.

Per: _____

Nigel D. Meakin
Senior Vice President

SCHEDULE "A"

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 10TH
	)	
JUSTICE KOEHNEN	)	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 ARANGEMENT OF FRESHSTONE BRANDS INC.

ORDER
(Receiver Appointment Order)

THIS MOTION made by Garrington Financial Services Inc. (the "**DIP Lender**" or "**Garrington**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the **"BIA"**) appointing Deloitte Restructuring Inc. (**"Deloitte"**), as receiver (in such capacity, the **"Receiver"**) without security, of all of the assets, undertakings and properties of Freshstone Brands Inc. (the **"Debtor"** or **"Freshstone"**) acquired for, or used in relation to a business carried on by Freshstone, including all proceeds thereof, was heard this day by Zoom video conference.

ON READING the affidavit of Tammy Kemp sworn November 5, 2026, and the Exhibits thereto, the Seventh Report of Deloitte in it capacity as monitor of Freshstone (in such capacity, the "**Monitor**") dated November 6, 2026, and on reading the consents of Freshstone and the Monitor to the lifting of the stay of proceedings, and the consent of Freshstone to the granting of this Order, filed, and on hearing the submissions of counsel for Garrington, counsel to the Monitor, and such other counsel that were present and who are identified on the counsel slip, no else

appearing although duly served as appears from the lawyers certificate of service filed, and on reading the consent of Deloitte to act as Receiver.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that unless otherwise indicated or defined herein, capitalized terms shall have the meaning given to them in the Amended and Restated Initial Order dated June 18, 2026 ("**ARIO**").

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA, Deloitte is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor, acquired for, or used in relation to a business or businesses carried on by the Debtor, including all proceeds thereof (the **"Property"**).

RECEIVER'S POWERS

4. **THIS COURT ORDERS** that the Receiver is hereby 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 hereby 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 proceeds, 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, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

(d) 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;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(g) to settle, extend or compromise any indebtedness owing to the Debtor;

(h) 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 Debtor, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property, or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) 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 in its discretion may deem appropriate;

(k) 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) any bulk transaction involving the sale of raw material, input materials and ingredients, work in process inventory, or finished product inventory of Freshstone (collectively, "**Inventory**"); and (b) any transaction for Property, other than Inventory, not exceeding $250,000 provided that the aggregate consideration for all such transactions does not exceed $500,000; and

ii) with the approval of this Court in respect of any transaction involving Property other than Inventory in which the purchase price or the aggregate purchase price exceeds the applicable amounts set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act,* shall not be required;

(l) 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 thereof, free and clear of any liens or encumbrances affecting such Property;

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

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

(o) 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 thought desirable by the Receiver, in the name of the Debtor;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;

(r) to terminate agreements to which the Debtor is party where the Receiver considers it necessary or advisable to do so;

(s) to abandon any of the Property which the Receiver determines would be uneconomic to realize or if the Receiver is unable to secure sufficient funding to undertake the realization of such Property;

(t) to donate any of the Property consisting of perishable Inventory to food banks, charities or any other parties as the Receiver considers advisable to do so in its sole discretion; and

(u) 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 Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its 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 (all of the foregoing, collectively, being **"Persons"** and each being 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 to the Receiver upon the Receiver's request.

6. **THIS COURT ORDERS** that all Persons 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 and cloud based data of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the

"Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 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 the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in a cloud, or other electronic system of information storage, whether by 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 onto paper 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 in its discretion require including 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.

8. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

9. **THIS COURT ORDERS** that 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 DEBTOR OR THE PROPERTY

10. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor 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 Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration, preservation or perfection of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. **THIS COURT ORDERS** that 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 Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements (including, but not limited to purchase orders) with the Debtor, 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 Debtor are hereby 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 that the Receiver shall be entitled to the continued use of the Debtor's 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 Debtor 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.

14. **THIS COURT ORDERS** that the Receiver shall be entitled, but not obligated, to continue to utilize the cash management system of the Debtor that was in place immediately prior to these receivership proceedings or replace it with another cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use of application by the Receiver of funds transferred, paid, collected or otherwise dealt with in the Cash Management System.

15. **THIS COURT ORDERS** that, if and to the extent the Receiver is obligated to pay occupation rent in respect of any leased premises, such occupation rent may be by paid by the Receiver in not less than semi-monthly equal payments on the first and fifteenth day of each month, in advance (but not in arrears), for the period commencing from and including the date on which the Receiver is first obligated to pay occupation rent in respect of such premises (the **"Occupation Date"**). On the date of the first of such rent payments, any occupation rent relating to the period commencing from and including the Occupation Date, if any, shall also be paid.

16. **THIS COURT ORDERS** that in the event that an account for the supply of goods and/or services is transferred from the Debtor to the Receiver, or is otherwise established in the Receiver's name, no Person, including but not limited to a utility service provider, shall assess or otherwise require the Receiver to post a security deposit as a condition to the transfer/establishment of the account.

RECEIVER TO HOLD FUNDS

17. **THIS COURT ORDERS** that 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 paragraph 28 of this Order or any further Order of this Court.

EMPLOYEES

18. **THIS COURT ORDERS** that all employees of the Debtor as of the date of this Order shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act.*

PIPEDA

19. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent 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 Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

20. **THIS COURT ORDERS** that nothing herein contained 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 respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the **"Environmental Legislation"**), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. 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 it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

21. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. 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

22. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the **"Receiver's Charge"**) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings that 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. Notwithstanding any other provision of this Order, the Administration Charge, the DIP Lender's Charge and Directors' Charge ordered in the ARIO (collectively, the "**Existing Charges**") are hereby continued, shall remain in full force and effect notwithstanding the making of this Order, and shall not be released, discharged, subordinated, save and except as set out in paragraph 27 of this Order, or further Order of the Court.

23. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

24. **THIS COURT ORDERS** that 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

25. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow:

(a) 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 $2,500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it 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 "**Receiver's Borrowings**") . The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the **"Receiver's Borrowings Charge"**) as security for the payment of the Receiver's Borrowings, together with interest and charges thereon. The Receiver's Borrowings from time to time under this Order shall be evidenced by sequentially issued and numbered Receiver's Certificates, substantially in the form annexed as **Schedule "A"** hereto (the **"Receiver's Certificates"**), and each Receiver's Certificate so issued by the Receiver shall rank subordinate in right of payment and benefit of the Receiver's Borrowings Charge to all Receiver's Certificates previously issued by the Receiver (and for greater certainty shall rank in priority to all subsequently issued Receiver's Certificates issued). Subject to the priorities set out in paragraph 27 below, the Receiver's Borrowing Charge shall rank in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate to the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

26. **THIS COURT ORDERS** that 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 the written consent of the Receiver or leave of this Court.

PRIORITY OF CHARGES

27. **THIS COURT ORDERS** that the priorities of the Receiver's Charge, the Receiver's Borrowing Charge and the Existing Charges (collectively, the "**Charges"),** as among them, shall be as follows:

First – The Receiver's Charge;

Second - The Administration Charge (to the maximum amount of $650,000);

Third – The DIP Lender's Charge;

Fourth – The Receiver's Borrowings Charge; and

Fifth – The Directors' Charge (to the maximum amount of $2,000,000).

28. **THIS COURT ORDERS** that, for greater certainty, the Receiver is hereby authorized and empowered, but no obligated, to make payments from time to time of amounts secured by the Receiver's Charge, the Administration Charge, the DIP Lender's Charge and the Receiver's Borrowing Charge, subject to such reserves that the Receiver may determine in its sole discretion.

SERVICE AND NOTICE

29. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the **"Guide"**) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure.* Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: To be inserted.

30. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

31. **THIS COURT ORDERS** that the Debtor and the Receiver and their respective counsel are at liberty to serve or distribute this Order and any other orders, applications, correspondence, notices or other materials that are reasonably required in these proceedings, by forwarding true copies thereof by electronic message to the Debtor's creditors or other interested parties and their advisors. Any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of section 3(c) of the *Electronic Commerce Protection Regulations*, SOR/2013-221.

GENERAL

32. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

33. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

34. **THIS COURT HEREBY REQUESTS** the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order

35. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that 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.

36. **THIS COURT ORDERS** that the DIP Lender shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the DIP Loan Agreement and with the priority of the DIP Lender's Charge.

37. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (in such capacity, the **"Receiver"**), without security, of the assets, undertakings and properties of Freshstone Brands Inc. (the **"Debtor"**), including all proceeds thereof (collectively, the **"Property"**); appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the **"Court"**) dated the ___ day of _____, 2026 (the **"Order"**) made in Court file number CL-26-00000265-0000, has received as such Receiver from the holder of this certificate (the **"Lender"**) the principal sum of $_____, being part of the total principal sum of $_____ 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 _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ 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, secured by a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority and ranking of previously issued certificates and other of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, including the right of the Receiver to indemnify itself out of such 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 Toronto, Ontario.

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 so as 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 in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

DELOITTE RESTRUCTURING INC, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER
(Receiver Appointment Order)

DLA PIPER (CANADA) LLP
333 Bay Street Suite 5100
Bay Adelaide Centre West Tower
Toronto, ON M5H 2R2

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Tel: 416-365-3444
Email: edmond.lamek@dlapiper.com

Lawyers for the DIP Lender, Garrington Financial Services Inc.

Deloitte.

APPENDIX D

The Applicant's Consent to the Receivership Order

Court File No.: CV-26-0000265-00CL

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.

CONSENT

FRESHSTONE BRANDS INC. HEREBY CONSENTS to the granting of an order of the Court substantially in the form of Schedule "A" attached hereto.

Dated at Toronto this 5th day of November, 2026

FRESHSTONE BRANDS INC.

Per: _____

Frank Burdzy
Chief Executive Officer and Director

SCHEDULE "A"

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 10TH
	)	
JUSTICE KOEHNEN	)	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 ARANGEMENT OF FRESHSTONE BRANDS INC.

ORDER
(Receiver Appointment Order)

THIS MOTION made by Garrington Financial Services Inc. (the "**DIP Lender**" or "**Garrington**") for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the **"BIA"**) appointing Deloitte Restructuring Inc. (**"Deloitte"**), as receiver (in such capacity, the **"Receiver"**) without security, of all of the assets, undertakings and properties of Freshstone Brands Inc. (the **"Debtor"** or **"Freshstone"**) acquired for, or used in relation to a business carried on by Freshstone, including all proceeds thereof, was heard this day by Zoom video conference.

ON READING the affidavit of Tammy Kemp sworn November 5, 2026, and the Exhibits thereto, the Seventh Report of Deloitte in it capacity as monitor of Freshstone (in such capacity, the "**Monitor**") dated November 6, 2026, and on reading the consents of Freshstone and the Monitor to the lifting of the stay of proceedings, and the consent of Freshstone to the granting of this Order, filed, and on hearing the submissions of counsel for Garrington, counsel to the Monitor, and such other counsel that were present and who are identified on the counsel slip, no else

appearing although duly served as appears from the lawyers certificate of service filed, and on reading the consent of Deloitte to act as Receiver.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that unless otherwise indicated or defined herein, capitalized terms shall have the meaning given to them in the Amended and Restated Initial Order dated June 18, 2026 ("**ARIO**").

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA, Deloitte is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor, acquired for, or used in relation to a business or businesses carried on by the Debtor, including all proceeds thereof (the **"Property"**).

RECEIVER'S POWERS

4. **THIS COURT ORDERS** that the Receiver is hereby 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 hereby 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 proceeds, 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, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;

(d) 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;

(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;

(f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;

(g) to settle, extend or compromise any indebtedness owing to the Debtor;

(h) 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 Debtor, for any purpose pursuant to this Order;

(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property, or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(j) 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 in its discretion may deem appropriate;

(k) 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) any bulk transaction involving the sale of raw material, input materials and ingredients, work in process inventory, or finished product inventory of Freshstone (collectively, "**Inventory**"); and (b) any transaction for Property, other than Inventory, not exceeding $250,000 provided that the aggregate consideration for all such transactions does not exceed $500,000; and

ii) with the approval of this Court in respect of any transaction involving Property other than Inventory in which the purchase price or the aggregate purchase price exceeds the applicable amounts set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act,* shall not be required;

(l) 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 thereof, free and clear of any liens or encumbrances affecting such Property;

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

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

(o) 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 thought desirable by the Receiver, in the name of the Debtor;

(p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;

(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;

(r) to terminate agreements to which the Debtor is party where the Receiver considers it necessary or advisable to do so;

(s) to abandon any of the Property which the Receiver determines would be uneconomic to realize or if the Receiver is unable to secure sufficient funding to undertake the realization of such Property;

(t) to donate any of the Property consisting of perishable Inventory to food banks, charities or any other parties as the Receiver considers advisable to do so in its sole discretion; and

(u) 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 Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

5. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its 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 (all of the foregoing, collectively, being **"Persons"** and each being 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 to the Receiver upon the Receiver's request.

6. **THIS COURT ORDERS** that all Persons 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 and cloud based data of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the

"Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 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 the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, in a cloud, or other electronic system of information storage, whether by 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 onto paper 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 in its discretion require including 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.

8. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

9. **THIS COURT ORDERS** that 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 DEBTOR OR THE PROPERTY

10. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor 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 Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration, preservation or perfection of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

12. **THIS COURT ORDERS** that 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 Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements (including, but not limited to purchase orders) with the Debtor, 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 Debtor are hereby 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 that the Receiver shall be entitled to the continued use of the Debtor's 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 Debtor 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.

14. **THIS COURT ORDERS** that the Receiver shall be entitled, but not obligated, to continue to utilize the cash management system of the Debtor that was in place immediately prior to these receivership proceedings or replace it with another cash management system (the "**Cash Management System**") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use of application by the Receiver of funds transferred, paid, collected or otherwise dealt with in the Cash Management System.

15. **THIS COURT ORDERS** that, if and to the extent the Receiver is obligated to pay occupation rent in respect of any leased premises, such occupation rent may be by paid by the Receiver in not less than semi-monthly equal payments on the first and fifteenth day of each month, in advance (but not in arrears), for the period commencing from and including the date on which the Receiver is first obligated to pay occupation rent in respect of such premises (the **"Occupation Date"**). On the date of the first of such rent payments, any occupation rent relating to the period commencing from and including the Occupation Date, if any, shall also be paid.

16. **THIS COURT ORDERS** that in the event that an account for the supply of goods and/or services is transferred from the Debtor to the Receiver, or is otherwise established in the Receiver's name, no Person, including but not limited to a utility service provider, shall assess or otherwise require the Receiver to post a security deposit as a condition to the transfer/establishment of the account.

RECEIVER TO HOLD FUNDS

17. **THIS COURT ORDERS** that 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 paragraph 28 of this Order or any further Order of this Court.

EMPLOYEES

18. **THIS COURT ORDERS** that all employees of the Debtor as of the date of this Order shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act.*

PIPEDA

19. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent 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 Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

20. **THIS COURT ORDERS** that nothing herein contained 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 respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the **"Environmental Legislation"**), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. 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 it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

21. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. 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

22. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the **"Receiver's Charge"**) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings that 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. Notwithstanding any other provision of this Order, the Administration Charge, the DIP Lender's Charge and Directors' Charge ordered in the ARIO (collectively, the "**Existing Charges**") are hereby continued, shall remain in full force and effect notwithstanding the making of this Order, and shall not be released, discharged, subordinated, save and except as set out in paragraph 27 of this Order, or further Order of the Court.

23. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

24. **THIS COURT ORDERS** that 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

25. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow:

(a) 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 $2,500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it 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 "**Receiver's Borrowings**") . The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the **"Receiver's Borrowings Charge"**) as security for the payment of the Receiver's Borrowings, together with interest and charges thereon. The Receiver's Borrowings from time to time under this Order shall be evidenced by sequentially issued and numbered Receiver's Certificates, substantially in the form annexed as **Schedule "A"** hereto (the **"Receiver's Certificates"**), and each Receiver's Certificate so issued by the Receiver shall rank subordinate in right of payment and benefit of the Receiver's Borrowings Charge to all Receiver's Certificates previously issued by the Receiver (and for greater certainty shall rank in priority to all subsequently issued Receiver's Certificates issued). Subject to the priorities set out in paragraph 27 below, the Receiver's Borrowing Charge shall rank in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate to the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

26. **THIS COURT ORDERS** that 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 the written consent of the Receiver or leave of this Court.

PRIORITY OF CHARGES

27. **THIS COURT ORDERS** that the priorities of the Receiver's Charge, the Receiver's Borrowing Charge and the Existing Charges (collectively, the "**Charges"),** as among them, shall be as follows:

First – The Receiver's Charge;

Second - The Administration Charge (to the maximum amount of $650,000);

Third – The DIP Lender's Charge;

Fourth – The Receiver's Borrowings Charge; and

Fifth – The Directors' Charge (to the maximum amount of $2,000,000).

28. **THIS COURT ORDERS** that, for greater certainty, the Receiver is hereby authorized and empowered, but no obligated, to make payments from time to time of amounts secured by the Receiver's Charge, the Administration Charge, the DIP Lender's Charge and the Receiver's Borrowing Charge, subject to such reserves that the Receiver may determine in its sole discretion.

SERVICE AND NOTICE

29. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the **"Guide"**) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure.* Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: To be inserted.

30. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

31. **THIS COURT ORDERS** that the Debtor and the Receiver and their respective counsel are at liberty to serve or distribute this Order and any other orders, applications, correspondence, notices or other materials that are reasonably required in these proceedings, by forwarding true copies thereof by electronic message to the Debtor's creditors or other interested parties and their advisors. Any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of section 3(c) of the *Electronic Commerce Protection Regulations*, SOR/2013-221.

GENERAL

32. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

33. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

34. **THIS COURT HEREBY REQUESTS** the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any federal or State Court or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby 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, to grant representative status to the Receiver in any foreign proceeding, or to assist the Receiver and its agents in carrying out the terms of this Order

35. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that 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.

36. **THIS COURT ORDERS** that the DIP Lender shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the DIP Loan Agreement and with the priority of the DIP Lender's Charge.

37. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that Deloitte Restructuring Inc., the receiver (in such capacity, the **"Receiver"**), without security, of the assets, undertakings and properties of Freshstone Brands Inc. (the **"Debtor"**), including all proceeds thereof (collectively, the **"Property"**); appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the **"Court"**) dated the ___ day of _____, 2026 (the **"Order"**) made in Court file number CL-26-00000265-0000, has received as such Receiver from the holder of this certificate (the **"Lender"**) the principal sum of $_____, being part of the total principal sum of $_____ 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 _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ 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, secured by a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority and ranking of previously issued certificates and other of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, including the right of the Receiver to indemnify itself out of such 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 Toronto, Ontario.

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 so as 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 in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20__.

DELOITTE RESTRUCTURING INC, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

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

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

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER
(Receiver Appointment Order)

DLA PIPER (CANADA) LLP
333 Bay Street Suite 5100
Bay Adelaide Centre West Tower
Toronto, ON M5H 2R2

Edmond Lamek (LSO #33338U)
Tel: 416-365-3444
Email: edmond.lamek@dlapiper.com

Lawyers for the DIP Lender, Garrington Financial Services Inc.

Deloitte.

APPENDIX E

The Funding Letter

Docusign Envelope ID: 8C34BD20-CC0E-8ADE-81C4-9B8E0DED80C6

GARRINGTON FINANCIAL SERVICES INC.

FRESHSTONE BRANDS INC. PROTECTIVE ADVANCE FUNDING LETTER

Dated as of November 5, 2026

DELIVERED BY EMAIL

Freshstone Brands Inc.
Attention: Frank Burdzy / Leigh Wilson
Email: frank.burdzy@tiffanygate.ca/ leigh.wilson@tiffanygate.ca

Deloitte Restructuring Inc., in its capacity as Court-appointed
Companies' Creditors Arrangement Act Monitor of Freshstone Brands Inc.,
and not in its personal capacity
Attention: Nigel Meakin / Shane Connolly
Email: nmeakin@deloitte.ca / shconnolly@deloitte.ca

Re: Protective Advance Funding Letter – CCAA Proceedings and Receivership of Freshstone Brands Inc. (Court File No. CL-26-00000265-0000)

Reference is made to the DIP facility loan agreement dated as of June 8, 2026 between the Freshstone Brands Inc. as borrower (the "**Borrower**") and Garrington Financial Services Inc. as lender (the "**DIP Lender**"), as amended by the first amendment on July 20, 2026 (as the same may be further extended, renewed, amended, supplemented, restated or otherwise modified from time to time, the "**DIP Loan Agreement**") pursuant to which the DIP Lender agreed to provide the DIP Facility to the Borrower.

Capitalized terms used and not defined herein shall have the meanings given to such terms in the DIP Loan Agreement.

Pursuant to Section 27(w) of the DIP Loan Agreement, an Event of Default shall have occurred if the Cash Flow Variance Report delivered by the Borrower to the DIP Lender discloses that the Borrower is not within the Permitted Variance in respect of any two consecutive one-week reporting periods.

On October 21, 2026, the Applicant confirmed to the DIP Lender that an Event of Default had occurred under the DIP Credit Agreement. The Event of Default arose as a result of exceeding the Permitted Variance for two consecutive weeks as shown on the variance reports submitted to the DIP Lender on October 10, 2026, and October 17, 2026.

On October 23, 2026 Garrington delivered a Notice of Event of Default to the Borrower pursuant to the DIP Loan Agreement whereby the DIP Lender, *inter alia*, terminated the DIP Lender's commitment to make further Advances to the Borrower and declared such amounts to be immediately due and payable. Additionally, the DIP Lender reserved its rights to, in its sole and unfettered discretion, make such additional Advances from time to time and in such amounts as may, in consultation with the Monitor, be determined by the DIP Lender to be necessary to

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protect and preserve the value of the Collateral and the realizable value thereof (any such further Advances being "**Protective Advances**").

At a hearing currently scheduled for November 10, 2026, the DIP Lender will be seeking an Order of the Court (the "**Receivership Order**"), *inter alia*, appointing Deloitte Restructuring Inc. ("**Deloitte**") as receiver (in such capacity, if appointed, the "**Receiver**") of all of the assets, undertakings and properties of the Borrower (the "**Property**").

This letter agreement sets out the terms and conditions upon which the DIP Lender is prepared to make Protective Advances to be used by the Borrower, the Monitor or the Receiver to pay the costs and expenses of the Borrower, the Monitor or the Receiver consistent with those set out in the disbursement forecast for the period ending November 28, 2026, attached hereto as Schedule "A" (which for greater certainty shall include the funding of an accrual for the fees and disbursements of the Receiver and its counsel to complete the statutory and administrative duties of a Receiver after November 28, 2026 to the date of the Receiver's discharge) (collectively, the "**Approved Disbursements**").

1. Commitment to Fund

The DIP Lender hereby agrees and undertakes to make the following Protective Advances to the Monitor by electronic funds transfer to an account designated by the Monitor:

A. $500,000 on November 5, 2026, and

B. $1,250,000 on or before November 9, 2026

The Protective Advances shall constitute Advances under the DIP Loan Agreement and bear interest in accordance with the DIP Loan Agreement.

2. Repayment from Collections

2.1 In consideration for the Protective Advances, Deloitte, in its capacities as Monitor and proposed Receiver, and subject to the provisions of the Receivership Order, hereby agrees to remit to the DIP Lender in reduction of the DIP Obligations all collections of accounts receivable of the Borrower that are received by the Borrower or the Receiver from and after November 9, 2026 (collectively, the "**AR Collections**"). In that regard, and subject to the provisions of the Receivership Order, the Receiver will remit the AR Collections to the DIP Lender on the Monday and Thursday of each week commencing on November 12, 2026 until such date as the DIP Obligations have been paid in full.

3. General

3.1 The Receiver has no personal liability for any amount owing under this letter or any Receiver's Certificate issued in accordance with the Receivership Order. The DIP Lender's recourse is limited to the Property.

Docusign Envelope ID: 8C34BD20-CC0E-8ADE-81C4-9B8E0DED80C6

3.2 This letter is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, and may be signed in counterparts and delivered electronically.

Yours truly,

GARRINGTON FINANCIAL SERVICES INC.

Signed by:
Per: Tammy Kemp
344D98CD75514B6...
Name: Tammy Kemp
Title: President

ACKNOWLEDGED AND AGREED

FRESHSTONE BRANDS INC.

Signed by:
Per: Frank Burdzy
AFCABA21D7D347C...
Name: Frank Burdzy
Title: Chief Executive Officer

DELOITTE RESTRUCTURING INC., solely in its capacities as Monitor and proposed Receiver of Freshstone Brands Inc., and not in its personal or corporate capacity

Signed by:
Per: Nigel Meakin
A7786974215644F...
Name: Nigel D. Meakin
Title: Senior Vice President

Docusign Envelope ID: 8C34BD20-CC0E-8ADE-81C4-9B8E0DED80C6

SCHEDULE "A"

Freshstone Brands Inc.
Disbursement Forecast
For the Period November 5, 2026 to November 28, 2026

Payroll & Employee Costs - **358,360**
Occupancy Costs - $**116,875**
Purchases & Logistics - [redacted] - $**196,194**
Purchases & Logistics - [redacted] - $**87,745**
Professional Fees - CCAA - $**475,993**
Professional Fees - Receivership - $**565,360**
Other Disbursements - $**158,031**
Total Disbursements - $1,958,559

Cash Held by Company as at morning of November 5, 2026 - $**209,407**
First Advance to Monitor - $**500,000**
Second Advance Required - $1,249,152 (rounded to $1,250,000)

Deloitte.

APPENDIX F

The Meakin Affidavit

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.

AFFIDAVIT OF NIGEL MEAKIN
(Sworn November 5, 2026)

I, **NIGEL MEAKIN**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am a Senior Vice President of Deloitte Restructuring Inc. ("**Deloitte**") and, as such, I have knowledge of the matters hereinafter deposed to except where stated to be on information and belief, and where so stated, I verily believe it to be true. I do not, and do not intend to, waive any applicable privilege by any statement herein.

2. On June 9, 2026, Freshstone Brands Inc. (the "**Applicant**") sought and obtained an initial order (the "**Initial Order**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") from the Ontario Superior Court of Justice (Commercial List) (the "**Court**"). The Initial Order, *inter alia*, appointed Deloitte as Court-appointed monitor (in such capacity, the "**Monitor**"). The proceedings commenced by the Applicant under the CCAA will be referred to herein as the "**CCAA Proceedings**".

3. On June 18, 2026, the Court granted an Amended and Restated Initial Order (the "**ARIO**").

4. On October 2, 2026, the Court granted an Order, *inter alia*, approving:

(a) The First Report of the Monitor dated June 13, 2026, the Second Report of the Monitor dated August 19, 2026, the Third Report of the Monitor dated September 15, 2026, and the Fourth Report of the Monitor dated September 25, 2026;

(b) The activities and conduct of the Monitor to October 2, 2026;

(c) The fees and disbursements of the Monitor for the period from June 8, 2026, to September 18, 2026; and,

(d) The fees and disbursements of Osler, Hoskin & Harcourt LLP as legal counsel to the Monitor ("**Monitor's Counsel**"), for the period from June 9, 2026, to September 18, 2026.

5. On November 5, 2026, the Monitor filed a motion for an order, *inter alia*:

(e) Approving the actions, conduct and activities of the Monitor as described in the Fifth Report, the Sixth Report and the Seventh Report;

(f) Approving the fees and disbursements of the Monitor and Monitor's Counsel incurred in the period from September 19, 2026, to October 23, 2026, together with an estimate of the fees incurred but unbilled since that date or to be incurred to complete the CCAA Proceedings (the "**Fee Approval**"); and

(g) Providing for the termination of the CCAA Proceedings and the discharge of the Monitor upon service on the service list for the CCAA Proceedings by the Monitor of a certificate; and

(h) Granting certain releases in favour of the Monitor and of Monitor's Counsel and each of their respective affiliates and current former officers, directors, partners, employees and agents.

6. This affidavit is sworn in support of the Fee Approval and for no improper purpose.

7. Pursuant to paragraph 30 of the ARIO, the Monitor and its counsel have from time to time been paid their fees and disbursements at their standard rates and charges. As at the date of this affidavit, certain fees and disbursements of the Monitor and its counsel have not yet been paid.

8. Pursuant to paragraph 31 of the ARIO, the Monitor and its counsel are required to pass their accounts from time to time and, for that purpose, the accounts of the Monitor and its legal counsel are referred by the Initial Order to a judge of the Court.

9. As noted earlier in this affidavit, the fees and disbursements of the Monitor and its counsel to September 18, 2026, have been approved by the Court.

10. The total fees and disbursements of the Monitor in the period from September 19, 2026, to October 30, 2026, amount to $160,077.36 (the "**Monitor Fees and Disbursements**"), including fees of $149,605.00 and disbursements of $10,472.36 (all excluding applicable taxes). Attached hereto and marked as **Exhibit "A"** to this, my Affidavit, is a summary of the invoices rendered by the Monitor (the "**Accounts**"). True copies of the Accounts are attached as **Exhibit "B"** to this my Affidavit.

11. The activities undertaken and services provided by the Monitor in the period in connection with the administration of the CCAA Proceedings are described in the Monitor's Fifth Report dated October 21, 2026, Sixth Report dated October 23, 2026, and Seventh Report dated November 5, 2026, each filed with the Court.

12. In the course of performing its duties, personnel of the Monitor have expended a total of 173.5 hours. Attached as **Exhibit "C"** to this, my Affidavit, is a schedule setting out a summary of the Monitor's personnel involved in the administration of the CCAA Proceedings and the hours and applicable average rates per person invoiced by the Monitor. The overall average hourly rate billed by the Monitor is $831.51.

13. A schedule of the descriptions of the services provided by the Monitor's staff is attached as **Exhibit "D"** to this my affidavit. The descriptions of the time spent by personnel of the Monitor have been redacted for matters of privilege.

14. The Monitor requests that the Court approves the Monitor Fees and Disbursements in the total amount of $160,077.36 (excluding applicable taxes).

15. Monitor's Counsel has rendered services in the period the CCAA Proceedings in a manner consistent with the instructions of the Monitor.

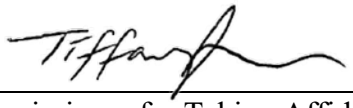
16. The total fees and disbursements of Monitor's Counsel in the period from September 19, 2026, to October 31, 2026, amount to $79,885.80 (the "**Counsel Fees and Disbursements**"), including fees of $79,525.50 and disbursements of $360.30 (all excluding applicable taxes). The time spent by the personnel of Monitor's Counsel is more particularly described in the affidavit of Tiffany Sun of Monitor's Counsel, sworn on November 5, 2026, in support of the Fee Approval. The descriptions of the time spent by personnel of Monitor's Counsel have been redacted for matters of privilege.

17. In addition, the Monitor and Monitor's counsel have additional unbilled fees and disbursements for the period after that covered in the invoices included in the Monitor Fees and Disbursements and the Counsel Fees and Disbursements, and will incur further fees and disbursements in undertaking various matters that must be completed to complete the CCAA Proceedings, including in connection with complying with the filing requirements of the Office of the Superintendent of Bankruptcy (the "**Subsequent Fees and Disbursements**"). The Monitor's current expectation is that the Subsequent Fees and Disbursements will not exceed $165,000 in the aggregate, excluding applicable taxes.

18. To the best of my knowledge, the rates charged by the Monitor and Monitor's Counsel are comparable to the rates charged for the provision of similar services by other similar restructuring firms and law firms in the Toronto market and in the local markets in which extra-provincial agent counsel practices.

19. I verily believe that the Monitor Fees and Disbursements, the Counsel Fees and Disbursements and the Subsequent Fees and Disbursements are fair and reasonable in the circumstances and I request that they be approved by the Court.

SWORN BEFORE ME over videoconference by Nigel Meakin stated as being located at the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario on November 5, 2026 in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
Tiffany Sun | LSO # 84440N

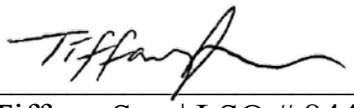


NIGEL MEAKIN

THIS IS EXHIBIT “A” REFERRED TO IN

THE AFFIDAVIT OF NIGEL MEAKIN

AFFIRMED BEFORE ME ON THIS 5th DAY OF NOVEMBER 2026



Tiffany Sun | LSO # 84440N
A Commissioner for Taking Affidavits

EXHIBIT A

Summary of Invoices

Freshstone Brands Inc.

Summary of Invoices

Invoice Number	Date	Fees	Disbursements incl. Administration fee	Total excl. HST	HST	Total incl. HST
8008014008	2026-09-29	10,783.00	754.81	11,537.81	1,499.92	13,037.73
8008050697	2026-10-07	17,438.50	1,220.70	18,659.20	2,425.70	21,084.90
8008082636	2026-10-15	6,451.00	451.57	6,902.57	897.33	7,799.90
8008128382	2026-10-28	9,692.00	678.44	10,370.44	1,348.16	11,718.60
8008128662	2026-10-28	40,655.00	2,845.85	43,500.85	5,655.11	49,155.96
8008155400	2026-11-02	64,585.50	4,520.99	69,106.49	8,983.84	78,090.33
Total		**149,605.00**	**10,472.36**	**160,077.36**	**20,810.06**	**180,887.42**

THIS IS EXHIBIT “B” REFERRED TO IN

THE AFFIDAVIT OF NIGEL MEAKIN

AFFIRMED BEFORE ME ON THIS 5th DAY OF NOVEMBER 2026



Tiffany Sun | LSO # 84440N
A Commissioner for Taking Affidavits

EXHIBIT B

The Accounts

Deloitte.

Invoice 8008014008

Deloitte Restructuring Inc.
Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

ATTN: Frank Burdzy, CEO
Freshstone Brands Inc.
195 Steinway Blvd.
Etobicoke ON M9W 6H6
Canada

Date:	September 29, 2026
Client No.:	1129155
WBS#:	FRE03196
Engagement Partner:	Nigel Meakin
GST/HST Registration:	122893605RT0001
QST Registration:	1000870419TQ0002

For professional services rendered

Fees

For the work performed for Freshstone Brands Inc., in accordance with our engagement letter for the period from September 20 to September 26, 2026.

Please see attached appendices for details.

HST applicable	10,783.00
Administrative Expense	754.81

Sales Tax

HST at 13.00 %	1,499.92
Total Amount Due (CAD)	**13,037.73**

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.

Deloitte.

Appendix #1
Summary of Fees

Name	Level	Hours	Rate	Amount
Meakin, Nigel	Partner	5.6	1,040.00	5,824.00
Connolly, Shane	Director	5.7	870.00	4,959.00
Total Professional Hours and Fees		**11.3**		**10,783.00**
Out-of-pocket Expenses				-
Total Fees and Expenses (CAD)				**10,783.00**

Deloitte.

Invoice 8008050697

Deloitte Restructuring Inc.
Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

ATTN: Frank Burdzy, CEO
Freshstone Brands Inc.
195 Steinway Blvd.
Etobicoke ON M9W 6H6
Canada

Date:	October 07, 2026
Client No.:	1129155
WBS#:	FRE03196
Engagement Partner:	Nigel Meakin
GST/HST Registration:	122893605RT0001
QST Registration:	1000870419TQ0002

For professional services rendered

Fees

For the work performed for Freshstone Brands Inc., in accordance with our engagement letter for the period from September 27 to October 3, 2026.

Please see attached appendices for details.

HST applicable	17,438.50
Administrative Expense	1,220.70

Sales Tax

HST at 13.00 %	2,425.70
Total Amount Due (CAD)	**21,084.90**

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.

Deloitte.

Appendix #1
Summary of Fees

Name	Level	Hours	Rate	Amount
Meakin, Nigel	Partner	3.2	1,040.00	3,328.00
Connolly, Shane	Director	15.5	870.00	13,485.00
Conorton, Laura	Senior	1.1	430.00	473.00
Dizon, Mariana Mariss	Consultant	0.5	305.00	152.50
Total Professional Hours and Fees		**20.3**		**17,438.50**
Out-of-pocket Expenses				-
Total Fees and Expenses (CAD)				**17,438.50**

Deloitte.

Invoice 8008082636

Deloitte Restructuring Inc.
Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

ATTN: Frank Burdzy, CEO
Freshstone Brands Inc.
195 Steinway Blvd.
Etobicoke ON M9W 6H6
Canada

Date:	October 15, 2026
Client No.:	1129155
WBS#:	FRE03196
Engagement Partner:	Nigel Meakin
GST/HST Registration:	122893605RT0001
QST Registration:	1000870419TQ0002

For professional services rendered

Fees

For the work performed for Freshstone Brands Inc., in accordance with our engagement letter for the period from October 4 to October 10, 2026.

Please see attached appendices for details.

HST applicable	6,451.00
Administrative Expense	451.57
Sales Tax	
HST at 13.00 %	897.33
Total Amount Due (CAD)	**7,799.90**

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.

Deloitte.

Appendix #1
Summary of Fees

Name	Level	Hours	Rate	Amount
Meakin, Nigel	Partner	0.6	1,040.00	624.00
Connolly, Shane	Director	6.5	870.00	5,655.00
Conorton, Laura	Senior	0.4	430.00	172.00
Total Professional Hours and Fees		**7.5**		**6,451.00**
Out-of-pocket Expenses				-
Total Fees and Expenses (CAD)				**6,451.00**

Deloitte.

Invoice 8008128382

Deloitte Restructuring Inc.
Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

ATTN: Frank Burdzy, CEO
Freshstone Brands Inc.
195 Steinway Blvd.
Etobicoke ON M9W 6H6
Canada

Date:	October 28, 2026
Client No.:	1129155
WBS#:	FRE03196
Engagement Partner:	Nigel Meakin
GST/HST Registration:	122893605RT0001
QST Registration:	1000870419TQ0002

For professional services rendered

Fees

For the work performed for Freshstone Brands Inc., in accordance with our engagement letter for the period from October 11 to October 17, 2026.

Please see attached appendices for details.

HST applicable	9,692.00
Administrative Expense	678.44

Sales Tax

HST at 13.00 %	1,348.16
Total Amount Due (CAD)	**11,718.60**

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.

Deloitte.

Appendix #1
Summary of Fees

Name	Level	Hours	Rate	Amount
Meakin, Nigel	Partner	3.8	1,040.00	3,952.00
Connolly, Shane	Director	6.4	870.00	5,568.00
Conorton, Laura	Senior	0.4	430.00	172.00
Total Professional Hours and Fees		**10.6**		**9,692.00**
Out-of-pocket Expenses				-
Total Fees and Expenses (CAD)				**9,692.00**

Deloitte.

Invoice 8008128662

Deloitte Restructuring Inc.
Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

ATTN: Frank Burdzy, CEO
Freshstone Brands Inc.
195 Steinway Blvd.
Etobicoke ON M9W 6H6
Canada

Date:	October 28, 2026
Client No.:	1129155
WBS#:	FRE03196
Engagement Partner:	Nigel Meakin
GST/HST Registration:	122893605RT0001
QST Registration:	1000870419TQ0002

For professional services rendered

Fees

For the work performed for Freshstone Brands Inc., in accordance with our engagement letter for the period from October 18 to October 25, 2026.

Please see attached appendices for details.

HST applicable	40,655.00
Administrative Expense	2,845.85

Sales Tax

HST at 13.00 %	5,655.11
Total Amount Due (CAD)	**49,155.96**

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.

Deloitte.

Appendix #1
Summary of Fees

Name	Level	Hours	Rate	Amount
Meakin, Nigel	Partner	20.8	1,040.00	21,632.00
Connolly, Shane	Director	20.3	870.00	17,661.00
Mohamoud, Mohamed	Manager	2.2	580.00	1,276.00
Conorton, Laura	Senior	0.2	430.00	86.00
Total Professional Hours and Fees		**43.5**		**40,655.00**
Out-of-pocket Expenses				-
Total Fees and Expenses (CAD)				**40,655.00**

Deloitte.

Invoice 8008155400

Deloitte Restructuring Inc.
Bay Adelaide Centre
8 Adelaide Street West, Suite 200
Toronto ON M5H 0A9

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

ATTN: Frank Burdzy, CEO
Freshstone Brands Inc.
195 Steinway Blvd.
Etobicoke ON M9W 6H6
Canada

Date:	November 02, 2026
Client No.:	1129155
WBS#:	FRE03196
Engagement Partner:	Nigel Meakin
GST/HST Registration:	122893605RT0001
QST Registration:	1000870419TQ0002

For professional services rendered

Fees

For the work performed for Freshstone Brands Inc., in accordance with our engagement letter for the period from October 25 to October 31, 2026.

Please see attached appendices for details.

HST applicable	64,585.50
Administrative Expense	4,520.99
Sales Tax	
HST at 13.00 %	8,983.84
Total Amount Due (CAD)	**78,090.33**

Accounts shall be due and payable when rendered. Interest shall be calculated at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty(30) days after the invoice date to the date on which the entire account is paid.

Deloitte.

Appendix #1
Summary of Fees

Name	Level	Hours	Rate	Amount
Meakin, Nigel	Partner	28.5	1,040.00	29,640.00
Connolly, Shane	Director	33.6	870.00	29,232.00
Berardi, Gianluca	Manager	0.5	580.00	290.00
Conorton, Laura	Senior	0.2	430.00	86.00
Grano, Steven	Analyst	17.5	305.00	5,337.50
Total Professional Hours and Fees		**80.3**		**64,585.50**
Out-of-pocket Expenses				-
Total Fees and Expenses (CAD)				**64,585.50**

THIS IS EXHIBIT “C” REFERRED TO IN

THE AFFIDAVIT OF NIGEL MEAKIN

AFFIRMED BEFORE ME ON THIS 5th DAY OF NOVEMBER 2026



Tiffany Sun | LSO # 84440N
A Commissioner for Taking Affidavits

EXHIBIT C

Summary of Time Charges

Freshstone Brands Inc.

Summary of Hours

Name	Title	Rate $/Hr	Total Hours	$
Meakin, Nigel	Senior Vice President	1,040	62.5	65,000.00
Connolly, Shane	Director	870	88.0	76,560.00
Mohamoud, Mohamed	Manager	580	2.2	1,276.00
Berardi, Gianluca	Manager	580	0.5	290.00
Conorton, Laura	Senior	430	2.3	989.00
Dizon, Mariana Mariss	Consultant	305	0.5	152.50
Grano, Steven	Analyst	305	17.5	5,337.50
Total			**173.5**	**144,267.50**

Average Rate **$831.51**

THIS IS EXHIBIT “D” REFERRED TO IN

THE AFFIDAVIT OF NIGEL MEAKIN

AFFIRMED BEFORE ME ON THIS 5th DAY OF NOVEMBER 2026



Tiffany Sun | LSO # 84440N
A Commissioner for Taking Affidavits

EXHIBIT D

Description of Services

Freshstone Brands Inc.

Date	Name	Narrative	Hours
22-09-26	Connolly, Shane	Review proposed disbursements/borrowing base calculation and communications with Company re same. Communications with Osler re court materials.	1.1
23-09-26	Connolly, Shane	Communications with former employees re status of WEPP payments/termination and severance pay owing. Communications with creditors re amounts outstanding/status of CCAA proceedings. Review proposed disbursements and communications with Company re same.	1.7
24-09-26	Meakin, Nigel	Court report. Fee approval materials. Call with FB.	2.7
25-09-26	Meakin, Nigel	Fee approval materials. Court report. Affidavit. Call with counsel.	2.9
25-09-26	Connolly, Shane	Communications with Company re proposed disbursements and review same. Review/update CF variance analysis and communications with Company re same. Communications with creditors re distribution to unsecured creditors.	2.9
28-09-26	Conorton, Laura	Website updates. Deleting, modifying and re-uploading documents as per new naming convention provided after original upload.	1.1
28-09-26	Meakin, Nigel	Call with [redacted]	0.3
28-09-26	Connolly, Shane	Communications with Osler/Stikeman/Deloitte team re court materials filed and review same. Communications with Company re disbursements. Calls/emails with creditors re status of CCAA proceedings/amounts owing.	1.4
29-09-26	Dizon, Mariana Mariss	Website update to upload the Factum of the Monitor Sept 29, 2026 document. Trust Administration	0.4
29-09-26	Meakin, Nigel	Review of and response to correspondence from counsel. Discussions with SC re requirements for approval hearing. Attendance at board meeting.	0.5
29-09-26	Connolly, Shane	Review BB calculation and communications with Company re same. Calls/emails with creditors/former employees re amounts outstanding to unsecured creditors/ARVO hearing. Review proposed disbursements and communications with Company re same.	2.2
30-09-26	Meakin, Nigel	Call with counsel to company and counsel to creditor regarding approval hearing	0.2

Freshstone Brands Inc.

Date	Name	Narrative	Hours
30-09-26	Connolly, Shane	Communications with former employees re WEPP/termination and severance owing. Update liquidation analysis/subscription price calculation and discussions with Deloitte team re same. Communications with suppliers re trust claims/review documentation re same	3.9
01-10-26	Dizon, Mariana Mariss	Website Update, upload of Service List - September 30, 2026. Trust Administration	0.1
01-10-26	Meakin, Nigel	Update schedules for hearing. Correspondence. Review of AP	0.6
01-10-26	Connolly, Shane	Review proposed disbursements/post-filing AP and communications with Company re same. Update liquidation analysis/subscription price calculation and discussions with Deloitte team re same. Emails with Company/former employees re WEPP/ROE/pension queries.	3.7
02-10-26	Meakin, Nigel	Preparation for and attendance at Court. Call with DDV. Call with company and counsel. Call woth LW. Correspondence. Review of draft affidavit.	1.6
02-10-26	Connolly, Shane	Attend ARVO hearing. Review/update CF variance analysis. Review proposed disbursements and communications with Company re same. Calls/emails with creditors re outcome of ARVO hearing/likelihood of distributions to unsecured creditors.	4.3
05-10-26	Conorton, Laura	Website updates	0.1
05-10-26	Connolly, Shane	Calls/emails with creditors re status of CCAA proceedings/amounts outstanding. Discussions with Deloitte team re court materials and review same. Review proposed disbursements and communications with Company re same.	1.4
06-10-26	Conorton, Laura	Website updates	0.1
06-10-26	Meakin, Nigel	Attendance at board meeting. Review of borrowing base. Review of court materials.	0.6
06-10-26	Connolly, Shane	Review draft BB calculation and communications with Company re same. Calls/emails with creditors re sale approval/status of distribution to unsecured creditors and review documentation re same. Emails with suppliers re goods provided.	2.1

Freshstone Brands Inc.

Date	Name	Narrative	Hours
07-10-26	Connolly, Shane	Call with Garrington/Company re BB calculation and next step re same. Calls/emails with Company re revised CF forecast/sales forecast/BB calculation. Calls/emails with trade creditors/former employees re status of CCAA proceedings.	3.0
08-10-26	Conorton, Laura	Website updates.	0.2
13-10-26	Meakin, Nigel	Attendance at board meeting. Review of borrowing base. Call with counsel	0.9
13-10-26	Connolly, Shane	Communications with Deloitte team re court materials filed and review same. Review BB calculation and communications with Company re same. Calls with creditors re status of CCAA proceedings.	1.6
14-10-26	Meakin, Nigel	Attendance in court. Emails re closing. Responding to creditor enquiries. Correspondence with counsel	1.3
14-10-26	Connolly, Shane	Attend RVO approval hearing. Review Court Orders/Endorsements and communications with Deloitte team re same. Communications with former employees re WEPPA order/outstanding termination and severance.	1.3
15-10-26	Conorton, Laura	Website updates	0.2
15-10-26	Connolly, Shane	Communications with Company re vendor payments and review schedules re same. Calls with creditors re amounts owing/status of distribution to unsecured creditors.	1.0
16-10-26	Conorton, Laura	Website updates	0.2
16-10-26	Meakin, Nigel	Call with FB & LW. Call with counsel group re closing. Call with counsel. Call with FB. Analysis of funding options	1.6
16-10-26	Connolly, Shane	Review/update CF variance analysis. Review proposed disbursements and communications with Company re same. Communications with Deloitte team/Osler re court materials. Communications with creditors re outstanding invoices.	2.5
19-10-26	Meakin, Nigel	Call with FB. Cash flow matters. Correspondence with counsel	0.8
19-10-26	Connolly, Shane	Calls/emails with suppliers re amounts outstanding/storage of inventory and communications with Company re same. Communications with former employees re WEPP/termination and severance owing.	1.3

Freshstone Brands Inc.

Date	Name	Narrative	Hours
20-10-26	Meakin, Nigel	Correspondence. Discussions re various issues. Attendance at board meeting. Call with investor counsel. Discussions with Monitor's counsel. Analysis for and drafting of court report	4.4
20-10-26	Conorton, Laura	Website updates	0.1
20-10-26	Connolly, Shane	Review BB calculation/communications with Company re same. Calls/emails with Company re revised CF forecast and review same. Prepare bridge to previous cash-flow/sales forecast and discussions with Deloitte re same. Emails with former employees re WEPP.	4.1
21-10-26	Meakin, Nigel	Numerous calls and discussions. Monitor's report.	3.7
21-10-26	Connolly, Shane	Communications with Company re proposed disbursements and communications with Company re same. Call with Deloitte team/Board of Directors re various matters. Communications with creditors re amounts outstanding.	1.9
22-10-26	Conorton, Laura	Website updates	0.1
22-10-26	Meakin, Nigel	Numerous calls and discussions wth company, counsel and Monitor team. Board meeting. Call with DIP Lender counsel.	5.1
22-10-26	Mohamoud, Mohamed	Creditor notice RE adverse change, mail-out and listing updates	2.2
22-10-26	Connolly, Shane	Calls/emails with Deloitte/Osler/Stikeman/Chaitons re Fifth Report/next steps re same. Calls/emails with creditors re Fifth Report/amounts outstanding/status of CCAA proceedings. Discussions with Deloitte re creditor list and review updates to same.	5.3
23-10-26	Meakin, Nigel	Correspondence with FB counsel. Correspondence with creditors. Various emails. Court report. Numerous emails, calls and discussions re various issues. PLanning.	6.8
23-10-26	Connolly, Shane	Calls/emails with Deloitte/Osler/Stikeman/Chaitons/DLA re next steps. Communications with Deloitte team re Monitor's Sixth Report and review same. Calls/emails with creditors/former employees Fifth/Sixth Report/status of CCAA proceedings and next steps re	4.9

Freshstone Brands Inc.

Date	Name	Narrative	Hours
24-10-26	Connolly, Shane	Calls/emails with creditors/former employees re status of CCAA proceedings/amounts owing and next steps re same. Communications with Deloitte team/Company re cash-flow matters/information requests.	2.8
26-10-26	Conorton, Laura	Website updates	0.1
26-10-26	Grano, Steven	Updated creditor list, sent 5th and 6th report of the monitor to additional creditors, updated receivership checklist.	4.0
26-10-26	Meakin, Nigel	Review and comment on draft Order. Review of planning checklist, correspondence re same. Dealing with creditor enquiries. Call with Garrington. Calls with management. Calls with Garrington counsel. Numerous other calls, discussions and correspondenc	7.1
26-10-26	Connolly, Shane	Calls/emails with Deloitte team/Garrington/Company re cash-flow matters/status of transaction/next steps and review documentation re same. Communications with appraisers/Company re equipment. Calls/emails with creditors re CCAA proceedings/amounts o/s.	5.8
27-10-26	Grano, Steven	Created asset equipment listing. Reviewed cash flows.	3.0
27-10-26	Meakin, Nigel	Numerous calls and discussions re various issues. Review of receivership material. correspondence with counsel. Review of forecast	5.2
27-10-26	Connolly, Shane	Calls/emails with creditors re amounts owing/status of CCAA proceedings. Calls/emails with Company/Stikeman/Osler/Deloitte team re CF matters/collection proceeds/next steps. Communications with appraisers/interested parties re equipment.	6.6
28-10-26	Grano, Steven	Created interested parties listing. Sent out interested party email re Sale of Assets. Completed October expense review. Created monthly occupation summary.	5.5
28-10-26	Meakin, Nigel	Calls with management and counsel re cash forecats and other matyters. Discussions with team. Review of cost forecast. Review of receivership materials. Preparation of court report. preparation of fee approval materials. Planning discussions with team. D	6.1

Freshstone Brands Inc.

Date	Name	Narrative	Hours
28-10-26	Connolly, Shane	Calls/emails with Company/Chaitons/Stikeman/Osler/Deloitte re CF forecast and review/update same. Communications with Company re o/s wages/vacation pay. Calls/emails with former employees re WEPP/T&S. Calls/emails with interested parties re sale process.	6.9
29-10-26	Conorton, Laura	Website updates	0.1
29-10-26	Meakin, Nigel	Numerous calls and discussions regarding various matters. Review of forecast. Discussions and correspondence with interested parties. Call with counsel.	5.2
29-10-26	Grano, Steven	Phone and email correspondence with number interested parties. Updated notes and letters for start of receivership.	2.5
29-10-26	Berardi, Gianluca	Deloitte Shapefile creation and adding users to the site.	0.5
29-10-26	Connolly, Shane	Calls with Company/Deloitte team re CF matters and review/update CF forecast. Communications with interested parties/appraisers re equipment/assets and site visits. Calls/emails with creditors/former employees re status of CCAA proceedings/amounts owing.	6.1
30-10-26	Meakin, Nigel	Numerous calls and discussions regarding various matters. Review of forecast. Discussions and correspondence with interested parties. Call with counsel.	4.9
30-10-26	Grano, Steven	Calls/emails with interested parties re sale of assets/NDAs/data room facilitation.	2.5
30-10-26	Connolly, Shane	Calls/emails with Deloitte/Company re CF matters and review/update disbursement forecast re same. Communications with interested parties re sale of assets/NDAs/data room/site visits. Calls/emails with creditors/former employees re amounts owing.	6.5
31-10-26	Connolly, Shane	Communications with creditors re status of CCAA proceedings/amounts outstanding and next steps re same. Communications with former employees re termination and severance owing/WEPP. Communications with Company re production matters.	1.7
Total			**173.5**

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

AFFIDAVIT OF NIGEL MEAKIN

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.

APPENDIX G

The Sun Affidavit

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.

AFFIDAVIT OF TIFFANY SUN

(affirmed November 5, 2026)

I, Tiffany Sun, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a lawyer with the law firm of Osler, Hoskin & Harcourt LLP ("**Osler**"), which is counsel to Deloitte Restructuring Inc. ("**Deloitte**") in its capacity as Court-appointed monitor (in such capacity, the "**Monitor**") in the above-captioned proceedings pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**" and the related proceedings, the "**CCAA Proceedings**") and, as such, I have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true. Osler does not, and does not intend to, waive privilege by any statement herein.

2. This affidavit is made in support of a motion to be heard on November 18, 2026 for an Order, among other things, approving the fees and disbursements of the Monitor and Osler as counsel to the Monitor.

3. Pursuant to paragraph 30 of the Amended and Restated Initial Order dated June 18, 2026 (the "**ARIO**"), the Monitor and its legal counsel are to be paid their reasonable fees and disbursements, in each case, at their standard rates and charges, by the Applicants as part of the costs of the CCAA Proceedings. Pursuant to paragraph 31 of the ARIO, the Monitor and its counsel are required to pass their accounts from time to time, and for that purpose, the accounts of the Monitor and its legal counsel are referred to the Court.

4. Attached hereto and marked as **Exhibit "A"** are true copies of the accounts (the "**Osler Accounts**") rendered by Osler to the Monitor for the period from September 19, 2026 to October 31, 2026, (the "**Approval Period**"). The Osler Accounts have been redacted in certain respects to remove certain privileged, confidential and sensitive information.

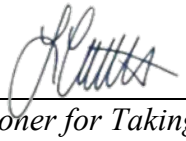
5. Attached hereto as **Exhibit "B"** is a schedule summarizing the Osler Accounts in respect of the Approval Period. As shown in the summary, Osler incurred fees and disbursements during the Approval Period totaling $90,226.89 comprised of fees of $79,525.50, costs of $360.30 and taxes of $10,341.09. All amounts billed were at Osler's standard rates and charges.

6. Attached hereto as **Exhibit "C"** is a schedule summarizing the respective years of call and billing rates of each of the professionals at Osler that rendered services to the Monitor, the hours worked by each such individual and a blended hourly rate for fees incurred during the Approval Period. As shown in the summary, Osler incurred a total of 93.9 hours in connection with this matter during the Approval Period at an average hourly rate of $846.92.

7. To the best of my knowledge, the rates charged by Osler during the Approval Period are comparable to the rates charged by other law firms in the Toronto market for the provision of

similar services. I believe that the total hours, fees and disbursements incurred by Osler during the Approval Period are reasonable and appropriate in the circumstances.

AFFIRMED BEFORE ME this 5th day of November, 2026 by the affiant stated as being located in the City of Toronto, Ontario before me at the City of Toronto, in the Province of Ontario, in accordance with *O. Reg 431/20, Administering Oath or Declaration Remotely*.



Commissioner for Taking Affidavits
Laura Culleton | LSO # 82428R



TIFFANY SUN

THIS IS EXHIBIT “A” REFERRED TO IN

THE AFFIDAVIT OF TIFFANY SUN

AFFIRMED BEFORE ME ON THIS 5th DAY OF NOVEMBER 2026



Laura Culleton | LSO # 82428R
A Commissioner for Taking Affidavits

EXHIBIT A

[see attached]

OSLER, HOSKIN & HARCOURT LLP
1 First Canadian Place
PO BOX 50
Toronto ON M5X 1B8
CANADA
416.362.2111 main
416.862.6666 facsimile

OSLER

Invoice Issued in Canadian Dollars

Deloitte Restructuring Inc.
c/o Freshstone Brands Inc.
195 Steinway Blvd.
Etobicoke, ON M9W 6H6
CANADA

Invoice No.: **13213652**
Date: **September 30, 2026**
Payor ID: 227057

GST/HST No.: 121983217 RT0001

Attention: Mr. Frank Burdzy
CEO

Contact: **Marc Wasserman**
Direct Dial: (416) 862-4908
E-mail: MWasserman@Osler.com

For professional services rendered for Project Food (F#1282939) .

OUR FEE HEREIN	14,371.00
REIMBURSABLE EXPENSES	21.30
HST @ 13%	1,871.00
TOTAL (CAD):	**16,263.30**

Accounts are due and payable on delivery. Interest will accrue at the annual rate of 12% from the date that is one month after delivery until the date paid.

We are committed to protecting the environment. Please provide your email address to payments@osler.com to receive invoices and reminder statements electronically.

REMITTANCE ADVICE

Canadian Dollars EFT and Wire Payments:

TD Canada Trust
751 3rd Street S.W.
Calgary, Alberta T2P 4K8
Transit No: 80629-0004
Account No: 5219313
SWIFT Code: TDOMCATTTOR

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Osler, Hoskin & Harcourt LLP
FINANCE & ACCOUNTING
(RECEIPTS)
1 First Canadian Place
PO BOX 50
Toronto, Ontario M5X 1B8
Canada

Please return remittance advice(s) with cheque.

Invoice No.: **13213652**
Payor ID: 227057

Amount: 16,263.30 CAD

FEE SUMMARY

NAME	HRS	RATE	FEES
ASSOCIATE			
Tiffany Sun	16.90	840	14,196.00
PARAPROFESSIONAL			
Kevin MacEachern	0.50	350	175.00
TOTAL FEES (CAD):	**17.40**		**14,371.00**

FEE DETAIL

DATE	NAME	DESCRIPTION	HRS
Sep-21-26	Tiffany Sun	Engaged by Monitor regarding Monitor's report matters; engaged regarding stakeholder correspondences.	0.30
Sep-22-26	Tiffany Sun	Engaged regarding updated court materials for October 2 hearing; considering same.	0.50
Sep-23-26	Tiffany Sun	Engaged regarding subscription agreement transaction matters.	0.20
Sep-24-26	Tiffany Sun	Attending to preparation of Monitor's fee approval motion materials; corresponding with Monitor regarding same; drafting fee affidavit; attending to calculations for same; reviewing revised draft approval and reverse vesting order; corresponding with company counsel regarding same; reviewing and providing comments on draft fourth report of the Monitor.	7.80
Sep-25-26	Kevin MacEachern	Attending to Commercial Court online portal; submitting motion record and fourth report.	0.50
Sep-25-26	Tiffany Sun	Attending to preparation of Monitor's fee approval motion materials; corresponding with Monitor regarding same; swearing fee affidavit; attending to swearing of N. Meakin affidavit; preparing motion record; considering Applicant's draft factum; corresponding with company counsel regarding same; reviewing fourth report of the Monitor; attending to service of Monitor's fee approval motion materials; attending to filing of same.	8.10
TOTAL HOURS:			**17.40**

EXPENSE SUMMARY

DESCRIPTION	AMOUNT
EXPENSES - TAXABLE	
OnCorp Fees for Searches/Certificates/Filings	21.30

TOTAL (CAD):	**21.30**

OSLER, HOSKIN & HARCOURT LLP
1 First Canadian Place
PO BOX 50
Toronto ON M5X 1B8
CANADA
416.362.2111 main
416.862.6666 facsimile

OSLER

Invoice Issued in Canadian Dollars

Deloitte Restructuring Inc.
c/o Freshstone Brands Inc.
195 Steinway Blvd.
Etobicoke, ON M9W 6H6
CANADA

Invoice No.: **13221141**
Date: **October 5, 2026**
Payor ID: 227057

GST/HST No.: 121983217 RT0001

Attention: Mr. Frank Burdzy
CEO

Contact: **Marc Wasserman**
Direct Dial: (416) 862-4908
E-mail: MWasserman@Osler.com

For professional services rendered for Project Food (F#1282939) .

OUR FEE HEREIN	9,492.00
HST @ 13%	1,233.96
TOTAL (CAD):	**10,725.96**

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SWIFT Code: TDOMCATTTOR

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Cheque Payments:

Osler, Hoskin & Harcourt LLP
FINANCE & ACCOUNTING
(RECEIPTS)
1 First Canadian Place
PO BOX 50
Toronto, Ontario M5X 1B8
Canada

Please return remittance advice(s) with cheque.

Invoice No.: **13221141**
Payor ID: 227057

Amount: 10,725.96 CAD

OUTSTANDING INVOICE SUMMARY

CAD INVOICES

INVOICE #	DATE	FEES	EXPENSES	TAXES	TOTAL	ACCOUNTS RECEIVABLE
13213652	Sep-30-26	14,371.00	21.30	1,871.00	16,263.30	16,263.30
13221141	Oct-05-26	9,492.00	0.00	1,233.96	10,725.96	10,725.96
TOTAL OUTSTANDING (CAD)		**23,863.00**	**21.30**	**3,104.96**	**26,989.26**	**26,989.26**

FEE SUMMARY

NAME	HRS	RATE	FEES
ASSOCIATE			
Tiffany Sun	11.30	840	9,492.00
TOTAL FEES (CAD):	**11.30**		**9,492.00**

FEE DETAIL

DATE	NAME	DESCRIPTION	HRS
Sep-27-26	Tiffany Sun	Drafting factum for Monitor's fee approval motion; reviewing precedents in connection with same.	2.10
Sep-28-26	Tiffany Sun	Drafting court materials for fee approval motion; reviewing court materials and precedents in connection with same; corresponding with Monitor regarding same; engaged by stakeholder correspondences.	3.90
Sep-29-26	Tiffany Sun	Drafting factum in connection with fee approval motion; attending to service and filing of same; attending to service of Monitor's court materials; attending to stakeholder correspondences; reviewing transaction closing agenda and related matters.	2.80
Sep-30-26	Tiffany Sun	Attending meeting with stakeholder, company counsel and Monitor; engaged in related stakeholder correspondences; preparing submissions for October 2 hearing.	2.50
TOTAL HOURS:			**11.30**

OSLER, HOSKIN & HARCOURT LLP
1 First Canadian Place
PO BOX 50
Toronto ON M5X 1B8
CANADA
416.362.2111 main
416.862.6666 facsimile

OSLER

Invoice Issued in Canadian Dollars

Deloitte Restructuring Inc.
c/o Freshstone Brands Inc.
195 Steinway Blvd.
Etobicoke, ON M9W 6H6
CANADA

Invoice No.: **13224060**
Date: **October 13, 2026**
Payor ID: 227057

GST/HST No.: 121983217 RT0001

Attention: Mr. Frank Burdzy
CEO

Contact: **Marc Wasserman**
Direct Dial: (416) 862-4908
E-mail: MWasserman@Osler.com

For professional services rendered for Project Food (F#1282939) .

OUR FEE HEREIN	8,066.00
HST @ 13%	1,048.58
TOTAL (CAD):	**9,114.58**

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SWIFT Code: TDOMCATTTOR

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Cheque Payments:

Osler, Hoskin & Harcourt LLP
FINANCE & ACCOUNTING
(RECEIPTS)
1 First Canadian Place
PO BOX 50
Toronto, Ontario M5X 1B8
Canada

Please return remittance advice(s) with cheque.

Invoice No.: **13224060**
Payor ID: 227057

Amount: 9,114.58 CAD

FEE SUMMARY

NAME	HRS	RATE	FEES
ASSOCIATE			
Tiffany Sun	8.60	840	7,224.00
PARAPROFESSIONAL			
Kevin MacEachern	1.00	350	350.00
STUDENT			
Patrick Weston	1.20	410	492.00
TOTAL FEES (CAD):	**10.80**		**8,066.00**

FEE DETAIL

DATE	NAME	DESCRIPTION	HRS
Oct-01-26	Kevin MacEachern	Attending to Commercial Court online portal; submitting factum.	0.50
Oct-01-26	Tiffany Sun	Reviewing court materials in connection with October 2 Applicant's motion for approval and reverse vesting order; reviewing court materials in connection with October 2 Monitor's motion for fee approval order; preparing summary notes in connection with same; attending to preparation of submissions in connection with same; instructing P. Weston regarding factum case summaries; reviewing same in connection with October 2 hearing preparations; engaged in correspondences with company counsel and Monitor regarding stakeholder matters; corresponding with Monitor regarding transaction matters.	5.10
Oct-01-26	Patrick Weston	Preparing case summaries to assist with upcoming hearing for T. Sun.	1.20
Oct-02-26	Kevin MacEachern	Communicating with T. Sun with respect to court's acceptance of motion record, factum and report for filing.	0.50
Oct-02-26	Tiffany Sun	Preparing for and attending hearing for Applicant's approval and reverse vesting order motion and Monitor's fee approval motion; attending to debrief call with Monitor, company and company counsel; attending to related correspondences; corresponding with Court regarding draft fee approval order; preparing reporting email to M. Wasserman; engaged in Monitor correspondences with company and stakeholders.	2.10
Oct-05-26	Tiffany Sun	Reviewing issued endorsement; corresponding with Monitor regarding same; engaged regarding approval and reverse vesting order matters; attending to service of signed court order.	0.60

Oct-06-26	Tiffany Sun	Engaged by stakeholder inquiries and related correspondences.	0.20
Oct-07-26	Tiffany Sun	Reviewed served affidavit of L. Wilson.	0.30
Oct-08-26	Tiffany Sun	Attending to service of issued and entered Court order; engaged in correspondences regarding stakeholder matters; engaged in correspondences to Court regarding approval and reverse vesting motion.	0.30
TOTAL HOURS:			**10.80**

EXPENSE SUMMARY

DESCRIPTION	**AMOUNT**
TOTAL (CAD):	**0.00**

OSLER, HOSKIN & HARCOURT LLP
1 First Canadian Place
PO BOX 50
Toronto ON M5X 1B8
CANADA
416.362.2111 main
416.862.6666 facsimile

OSLER

Invoice Issued in Canadian Dollars

Deloitte Restructuring Inc.
c/o Freshstone Brands Inc.
195 Steinway Blvd.
Etobicoke, ON M9W 6H6
CANADA

Invoice No.: **13224352**
Date: **October 21, 2026**
Payor ID: 227057

GST/HST No.: 121983217 RT0001

Attention: Mr. Frank Burdzy
CEO

Contact: **Marc Wasserman**
Direct Dial: (416) 862-4908
E-mail: MWasserman@Osler.com

For professional services rendered for Project Food (F#1282939) .

OUR FEE HEREIN	7,644.00
HST @ 13%	993.72
TOTAL (CAD):	**8,637.72**

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Cheque Payments:

Osler, Hoskin & Harcourt LLP
FINANCE & ACCOUNTING
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1 First Canadian Place
PO BOX 50
Toronto, Ontario M5X 1B8
Canada

Please return remittance advice(s) with cheque.

Invoice No.: **13224352**
Payor ID: 227057

Amount: 8,637.72 CAD

OUTSTANDING INVOICE SUMMARY

CAD INVOICES

INVOICE #	DATE	FEES	EXPENSES	TAXES	TOTAL	ACCOUNTS RECEIVABLE
13224060	Oct-13-26	8,066.00	0.00	1,048.58	9,114.58	9,114.58
13224352	Oct-21-26	7,644.00	0.00	993.72	8,637.72	8,637.72
TOTAL OUTSTANDING (CAD)		**15,710.00**	**0.00**	**2,042.30**	**17,752.30**	**17,752.30**

FEE SUMMARY

NAME	HRS	RATE	FEES
ASSOCIATE			
Tiffany Sun	9.10	840	7,644.00
TOTAL FEES (CAD):	**9.10**		**7,644.00**

FEE DETAIL

DATE	NAME	DESCRIPTION	HRS
Oct-13-26	Tiffany Sun	Engaged regarding scheduling of court hearing for ARVO.	0.10
Oct-14-26	Tiffany Sun	Preparing for and attending hearing for approval and reverse vesting order; preparing reporting note to M. Wasserman; reviewing and commenting on transaction closing documents; engaged by N. Meakin regarding WEPPA order matters; considering same; attending to related correspondences; reviewing endorsement of Justice Black.	2.90
Oct-15-26	Tiffany Sun	Researching precedent cases and treatment of WEPPA relief in RVOs; preparing reporting note to N. Meakin regarding same; attending to related follow up questions; engaged regarding transaction closing matters.	2.70
Oct-16-26	Tiffany Sun	Reviewing and commenting on transaction closing agenda; reviewing and commenting on transaction closing documents; attending call with Monitor, company counsel and investor counsel to discuss transaction closing mechanics; attending call with Monitor and company counsel to discuss related matters; researching precedents in connection with same.	3.40
TOTAL HOURS:			**9.10**

EXPENSE SUMMARY

DESCRIPTION	AMOUNT

TOTAL (CAD):	**0.00**

OSLER, HOSKIN & HARCOURT LLP
1 First Canadian Place
PO BOX 50
Toronto ON M5X 1B8
CANADA
416.362.2111 main
416.862.6666 facsimile

OSLER

Invoice Issued in Canadian Dollars

Deloitte Restructuring Inc.
c/o Freshstone Brands Inc.
195 Steinway Blvd.
Etobicoke, ON M9W 6H6
CANADA

Invoice No.: **13224490**
Date: **October 26, 2026**
Payor ID: 227057

GST/HST No.: 121983217 RT0001

Attention: Mr. Frank Burdzy
CEO

Contact: **Marc Wasserman**
Direct Dial: (416) 862-4908
E-mail: MWasserman@Osler.com

For professional services rendered for Project Food (F#1282939) .

OUR FEE HEREIN	18,751.00
HST @ 13%	2,437.63
TOTAL (CAD):	**21,188.63**

Accounts are due and payable on delivery. Interest will accrue at the annual rate of 12% from the date that is one month after delivery until the date paid.

We are committed to protecting the environment. Please provide your email address to payments@osler.com to receive invoices and reminder statements electronically.

REMITTANCE ADVICE

Canadian Dollars EFT and Wire Payments:

TD Canada Trust
751 3rd Street S.W.
Calgary, Alberta T2P 4K8
Transit No: 80629-0004
Account No: 5219313
SWIFT Code: TDOMCATTTOR

Please provide details of EFT/wire to payments@osler.com, itemizing invoice number(s) being paid. Email money transfers are not accepted.

Cheque Payments:

Osler, Hoskin & Harcourt LLP
FINANCE & ACCOUNTING
(RECEIPTS)
1 First Canadian Place
PO BOX 50
Toronto, Ontario M5X 1B8
Canada

Please return remittance advice(s) with cheque.

Invoice No.: **13224490**
Payor ID: 227057

Amount: 21,188.63 CAD

OUTSTANDING INVOICE SUMMARY

CAD INVOICES

INVOICE #	DATE	FEES	EXPENSES	TAXES	TOTAL	ACCOUNTS RECEIVABLE
13224060	Oct-13-26	8,066.00	0.00	1,048.58	9,114.58	9,114.58
13224352	Oct-21-26	7,644.00	0.00	993.72	8,637.72	8,637.72
13224490	Oct-26-26	18,751.00	0.00	2,437.63	21,188.63	21,188.63
TOTAL OUTSTANDING (CAD)		**34,461.00**	**0.00**	**4,479.93**	**38,940.93**	**38,940.93**

FEE SUMMARY

NAME	HRS	RATE	FEES
PARTNER			
Marc Wasserman	2.20	1,815	3,993.00
ASSOCIATE			
Tiffany Sun	16.30	840	13,692.00
STUDENT			
Patrick Weston	2.60	410	1,066.00
TOTAL FEES (CAD):	**21.10**		**18,751.00**

FEE DETAIL

DATE	NAME	DESCRIPTION	HRS
Oct-19-26	Tiffany Sun	Engaged by N. Meakin regarding file status.	0.10
Oct-20-26	Tiffany Sun	Preparing for and attending meeting with Monitor to discuss file status; attending to related correspondences; reviewing precedent reports for material adverse change reports; attending to related research.	1.80
Oct-20-26	Marc Wasserman	Preparing for and attending meeting with Monitor to discuss status and next steps.	0.70
Oct-21-26	Tiffany Sun	Reviewing and commenting in draft report of the Monitor; attending to research of case law regarding transaction matters and file next steps; engaged in correspondences with company and investor regarding transaction matters; engaged in various stakeholder correspondences.	6.50

Oct-22-26	Tiffany Sun	Preparing for and attending meeting with Monitor, company and investor to discuss next steps in the proceedings; attending additional meeting regarding same; attending to service and filing of Monitor's Fifth Report; engaged in various stakeholder correspondences; engaged in correspondences with Monitor, company and investor; meeting with P. Weston to provide instructions on case law research task.	4.40
Oct-22-26	Marc Wasserman	Preparing for and attending planning call with Deloitte; engaged in discussions regarding same and other matters.	1.50
Oct-22-26	Patrick Weston	Researching case law on in the context of CCAA proceedings for T. Sun.	2.60
Oct-23-26	Tiffany Sun	Preparing for and attending all hands call to discuss file next steps; attending meeting with company to discuss same; attending additional call with counsel and Monitor regarding file next steps; attending to related considerations and research; reviewing and commenting on draft Monitor's report; attending to service and filing of same; responding to creditor inquiries; engaged in various stakeholder correspondences.	3.50
TOTAL HOURS:			**21.10**

EXPENSE SUMMARY

DESCRIPTION	**AMOUNT**
TOTAL (CAD):	**0.00**

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CANADA
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Invoice Issued in Canadian Dollars

Deloitte Restructuring Inc.
c/o Freshstone Brands Inc.
195 Steinway Blvd.
Etobicoke, ON M9W 6H6
CANADA

Invoice No.: **13224889**
Date: **October 31, 2026**
Payor ID: 227057

GST/HST No.: 121983217 RT0001

Attention: Mr. Frank Burdzy
CEO

Contact: **Marc Wasserman**
Direct Dial: (416) 862-4908
E-mail: MWasserman@Osler.com

For professional services rendered for Project Food (F#1282939) .

OUR FEE HEREIN	21,201.50
REIMBURSABLE EXPENSES *	339.00
HST @ 13%	2,756.20
TOTAL (CAD):	**24,296.70**

* Includes non-taxable expenses of 339.00 CAD

Accounts are due and payable on delivery. Interest will accrue at the annual rate of 12% from the date that is one month after delivery until the date paid.

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1 First Canadian Place
PO BOX 50
Toronto, Ontario M5X 1B8
Canada

Please return remittance advice(s) with cheque.

Invoice No.: **13224889**
Payor ID: 227057

Amount: 24,296.70 CAD

OUTSTANDING INVOICE SUMMARY

CAD INVOICES

INVOICE #	DATE	FEES	EXPENSES	TAXES	TOTAL	ACCOUNTS RECEIVABLE
13224060	Oct-13-26	8,066.00	0.00	1,048.58	9,114.58	9,114.58
13224352	Oct-21-26	7,644.00	0.00	993.72	8,637.72	8,637.72
13224490	Oct-26-26	18,751.00	0.00	2,437.63	21,188.63	21,188.63
13224889	Oct-31-26	21,201.50	339.00	2,756.20	24,296.70	24,296.70
TOTAL OUTSTANDING (CAD)		**55,662.50**	**339.00**	**7,236.13**	**63,237.63**	**63,237.63**

FEE SUMMARY

NAME	HRS	RATE	FEES
PARTNER			
Marc Wasserman	1.70	1,815	3,085.50
ASSOCIATE			
Tiffany Sun	20.90	840	17,556.00
PARAPROFESSIONAL			
Kevin MacEachern	1.60	350	560.00
TOTAL FEES (CAD):	**24.20**		**21,201.50**

FEE DETAIL

DATE	NAME	DESCRIPTION	HRS
Oct-22-26	Kevin MacEachern	Attending to Commercial Court online portal; submitting fifth report.	0.50
Oct-23-26	Kevin MacEachern	Attending to Commercial Court online portal; submitting fifth and sixth reports.	0.50
Oct-26-26	Kevin MacEachern	Communicating with T. Sun with respect to court's acceptance of fifth report for filing.	0.30
Oct-26-26	Tiffany Sun	Preparing for and attending meeting with Monitor and DIP Lender to discuss file next steps; preparing CCAA termination motion materials; attended to related correspondences with Monitor; reviewing and providing comments on response to stakeholders.	3.90
Oct-27-26	Kevin MacEachern	Communicating with T. Sun with respect to court's acceptance of fifth and sixth reports for filing.	0.30

Oct-27-26	Tiffany Sun	Reviewing receivership appointment application materials and providing comments on same; attending to related correspondences with Monitor and DIP Lender; attending all hands meeting with company and advisors to discuss file next steps; drafting CCAA termination motion materials; engaged in related correspondences.	5.70
Oct-28-26	Marc Wasserman	Engaged on status update call with Deloitte and Osler.	0.80
Oct-29-26	Tiffany Sun	Preparing for and attending meeting with Monitor and Garrington to discuss cash flow projection matters; attending meeting with Monitor, company and advisors to discuss file next steps; reviewing and providing comments on Monitor's draft seventh report; corresponding with Court regarding hearing times; preparing response email to stakeholder inquiry; reviewing and providing comments on draft notice of application; preparing CCAA termination motion materials; attending to related correspondences.	6.30
Oct-30-26	Tiffany Sun	Engaged by Monitor regarding receivership application considerations; attending to related research and considering same; engaged by Monitor regarding cash flow matters; attending to correspondences with Court regarding hearing time; reviewing Monitor's CCAA termination materials; preparing other CCAA termination motion materials; corresponding with Monitor regarding other considerations for file next steps.	4.70
Oct-31-26	Tiffany Sun	Preparing for and attending call with N. Meakin and M. Wasserman to discuss file next steps; attending to related research.	0.30
Oct-31-26	Marc Wasserman	Engaged on status update meeting and internal discussions.	0.90
TOTAL HOURS:			**24.20**

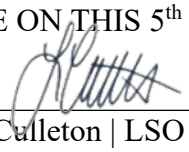
EXPENSE SUMMARY

DESCRIPTION	**AMOUNT**
EXPENSES - NON-TAXABLE	
Notice of Motion	339.00
TOTAL (CAD):	**339.00**

THIS IS EXHIBIT “B” REFERRED TO IN

THE AFFIDAVIT OF TIFFANY SUN

AFFIRMED BEFORE ME ON THIS 5th DAY OF NOVEMBER 2026



Laura Culleton | LSO # 82428R
A Commissioner for Taking Affidavits

EXHIBIT B

Invoice Date	Fees	Expenses	Taxes	Total
September 29, 2026	$14,371.00	$21.30	$1,871.00	$16,263.30
October 5, 2026	$9,492.00	$0.00	$1,233.96	$10,725.96
October 13, 2026	$8,066.00	$0.00	$1,048.58	$9,114.58
October 21, 2026	$7,644.00	$0.00	$993.72	$8,637.72
October 26, 2026	$18,751.00	$0.00	$2,437.63	$21,188.63
October 31, 2026	$21,201.50	$339.00	$2,756.20	$24,296.70
TOTALS	**$79,525.50**	**$360.30**	**$10,341.09**	**$90,226.89**

THIS IS EXHIBIT “C” REFERRED TO IN

THE AFFIDAVIT OF TIFFANY SUN

AFFIRMED BEFORE ME ON THIS 5th DAY OF NOVEMBER 2026



Laura Cullieton | LSO # 82428R
A Commissioner for Taking Affidavits

EXHIBIT C

Name	Year of Call (if applicable)	Billing Rate 2026 ($/Hour)	Hours Worked
MacEachern, Kevin	Paraprofessional	$350.00	3.1
Sun, Tiffany	2022	$840.00	83.1
Wasserman, Marc	2001	$1,815.00	3.9
Weston, Patrick	Student	$410.00	3.8
		Total:	**93.9**

Blended Rate (excluding expenses, fixed expenses / disbursements and HST) $79,525.50 ÷ 93.9 hours =	$846.92

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

Court File No: CL-26-00000265-0000

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

FEE AFFIDAVIT OF TIFFANY SUN

OSLER, HOSKIN & HARCOURT LLP
100 King Street West, 1 First Canadian Place
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Tiffany Sun (LSO# 84440N)
Tel: 416.862.4932
Email: tsun@osler.com

Lawyers for the Monitor

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

SEVENTH REPORT
OF THE MONITOR

OSLER, HOSKIN & HARCOURT LLP
100 King Street West
1 First Canadian Place
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Toronto, Canada M5X 1B8

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Lawyers for the Monitor