

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL DISTRICT OF SAINT JOHN

IN THE MATTER OF THE RECEIVERSHIP OF IFOODEQUIPMENT.COM INC., D&P GOODER HOLDING LTD. and IBC FOOD EQUIPMENT INC.

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

BETWEEN:

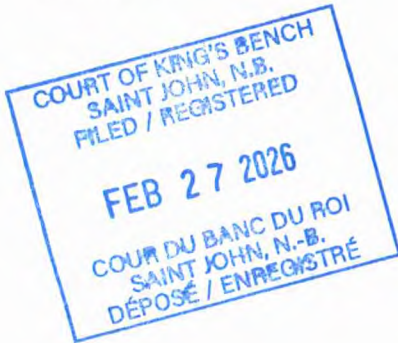
ROYAL BANK OF CANADA,

APPLICANT

- and -

IFOODEQUIPMENT.COM INC.,
D&P GOODER HOLDING LTD., and
IBC FOOD EQUIPMENT INC.

RESPONDENTS



NOTICE OF MOTION
(FORM 37A)

AVIS DE MOTION
(FORMULE 37A)

TO: THE RESPONDENT

DESTINATAIRE :

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

Deloitte Restructuring Inc. ("**Deloitte**" and/or the "**Receiver**"), in its capacity as Court appointed Receiver, will apply to the Court of King's Bench of New Brunswick, at the Saint John Law Courts, 10 Peel Plaza, Saint John, New Brunswick on the 7th day of April, 2026 at 3:00 p.m. (AST) for an order as set out hereunder.

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

You are advised that:

- (a) You are entitled to issue documents and present evidence at the hearing in French or English or both;
- (b) The Receiver intends to proceed in the ENGLISH language; and
- (c) If you intend to proceed in the other official language, an interpreter may be required and you must so advise the clerk at least 5 days before the hearing.

Sachez que :

- (a) vous avez le droit d'émettre des documents et de présenter votre preuve à l'audience en français, en anglais ou dans les deux langues;
- (b) le requérant a l'intention d'utiliser la langue ANGLAISE; et
- (c) si vous avez l'intention d'utiliser l'autre langue officielle, les services d'un interprète pourront être requis et vous devrez en aviser le greffier au moins 5 jours avant l'audience.

MOTION

On hearing of this Motion, Deloitte Restructuring Inc. (“**Deloitte**”), in its capacity as the court-appointed receiver (the “**Receiver**”) of D&P Gooder Holding Ltd. (“**DPG**”), ifoodEquipment.com Inc. (“**IFE**”), and IBC Food Equipment, Inc. (“**IBC**”, and collectively with DPG and IFE, the “**lfood Group**”), intends to apply for the following relief pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”):

1. An Order, substantially in the form of the draft order attached hereto as Schedule “B” (the “**Discharge and Distribution Order**”), among other things:
 - (a) If necessary, abridging the time for service of this Notice of Motion, the third report of the Receiver dated February 9, 2026 (the “**Third Report**”) and/or the Record on Motion, or excusing the lack of service of this Notice of Motion and/or the Record on Motion;
 - (b) Approving the activities of the Receiver, as set out in the Third Report of the Receiver;
 - (c) Approving the fees and disbursements of the Receiver and the Receiver’s counsel, as set out in the Third Report of the Receiver;
 - (d) Authorizing and directing the Receiver to transfer, from the funds currently held, the aggregate amount of \$30,000 (the “**Transfer Amount**”) to Deloitte, in its capacity as trustee in bankruptcy of IFE and IBC, to fund the administrative costs of the bankruptcy estates, with the Transfer Amount to be allocated as follows:
 - (i) \$15,000 to the Estate of IFE; and
 - (ii) \$15,000 to the Estate of IBC;
 - (e) Authorizing and directing the Receiver to retain, from the funds currently held, the following amounts as a reserve to fund the completion of the Receiver’s remaining activities and duties necessary to conclude these

receivership proceedings (the “**Priority Claims Reserve**”):

- (i) \$50,000 in respect of an accrual for the fees and disbursements of the Receiver and its counsel to wind up and conclude these receivership proceedings (the “**Professional Fee Accrual**”);
 - (ii) \$33,281 to Service Canada as payment of the priority claim of Service Canada under the *Wage Earner Protection Program Act*, SC 2005, c 47, s 1 (the “**WEPP Claim**”);
 - (iii) \$30,000 in respect of the Transfer Amount; and
 - (iv) \$10,000 in respect of a general operating reserve to cover remaining incidental costs and expenses of these receivership proceedings (the “**General Reserve**”);
- (f) Authorizing and directing the Receiver to distribute, from the funds currently held, the following amounts:
- (i) \$2,119,950 to the Royal Bank of Canada (“**RBC**”) in reduction of the Ifood Group’s indebtedness to RBC;
 - (ii) \$74,644 to the Business Development Bank of Canada (“**BDC**”) in satisfaction of the Ifood Group’s indebtedness to BDC; and
 - (iii) \$17,500 to Bennington Financial Corp. (“**Bodkin**”) in satisfaction of the Ifood Group’s indebtedness to Bodkin; and
 - (iv) Upon the issuance of the Receiver’s Certificate (as defined below), all residual funds then held by the Receiver, to RBC in reduction of the Ifood Group’s indebtedness to RBC;
- (g) Declaring that all steps taken by and activities of the Receiver, as outlined in the reports of the Receiver filed in the within matter including, without limitation, the Third Report of the Receiver, and all amounts distributed by the Receiver are hereby approved;

- (h) Terminating these receivership proceedings upon the service of an executed certificate substantially in the form and substance of the draft certificate attached hereto as Schedule “C” (the “Receiver’s Certificate”) on the Service List certifying that, to the knowledge of the Receiver, all matters to be attended to in connection with these receivership proceedings have been completed to the satisfaction of the Receiver;
- (i) Discharging Deloitte, upon the filing of the Receiver’s Certificate, in its capacity as Receiver and declaring that Deloitte shall have no further duties or obligations pursuant to the terms of the Discharge and Distribution Order or pursuant to the provisions of the *BIA*;
- (j) Declaring that Deloitte, upon the filing of the Receiver’s Certificate, has duly and properly discharged its duties, responsibilities and obligations as Receiver and is hereby discharged and released from any and all further obligations as Receiver, or any claims which have been raised or could have been raised in these proceedings; and
- (k) Declaring that, upon the filing of the Receiver’s Certificate, notwithstanding the release and discharge of Deloitte as Receiver, the terms beneficial to Deloitte as set out in any Order of the Court shall remain in full force and effect; and

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

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

Background

- 3. Capitalized terms used herein and not otherwise defined have the meaning given to them in the Third Report;
- 4. On November 28, 2024, upon an application by the Royal Bank of Canada (the “Applicant”), the Court of King’s Bench of New Brunswick (in Bankruptcy and

Insolvency) (the “**Court**”) granted an order (the “**Receivership Order**”) appointing Deloitte as the receiver and manager without security, of all the assets and properties of the Debtors acquired for, or used in relation to a business carried on by the Ifood Group (the “**Property**”);

5. In addition to the Receivership Order, the Court granted an order (the “**Sale Process Order**”) authorizing and approving the Receiver to proceed with the sale and investment solicitation process (the “**SISP**”) as outlined in the Receiver’s First Report dated November 15, 2024 (the “**First Report**”);
6. As outlined in the First Report, the Receiver’s Second Report dated March 11, 2025 (the “**Second Report**”) and the Receiver’s Confidential Supplement to the Second Report dated March 11, 2025 (the “**Confidential Supplement**”), the Receiver implemented and administered the SISP in accordance with the Sale Process Order;
7. On March 25, 2025, upon a motion in these proceedings by the Receiver, the Court granted a number of orders authorizing and approving the Receiver to proceed with the sale of the Purchased Assets as defined and contained in the Second Report (the “**Purchased Assets Sale Approval and Vesting Orders**”);
8. On April 16, 2025, the Court granted an order that amongst other things (collectively, the “**Second Receivership Order**”):
 - (a) Approved the fees and disbursements of the Receiver for the period up to and including December 31, 2024 and those of its legal counsel, Cox & Palmer, for the period up to and including January 31, 2025;
 - (b) Authorized, but did not direct, the Receiver to assign any or all of the Ifood Group entities into bankruptcy and authorized Deloitte to act as trustee in bankruptcy of any such bankruptcies;
 - (c) Approved the activities of the Receiver as set out in the First Report, Second Report and Confidential Supplement; and

- (d) Approved the sealing of the details of the Purchased Assets Sale Approval and Vesting Orders as contained in the Confidential Supplement until the closing of the transactions and the filing of the Receiver's Certificate with the Court (the "Receiver's Certificates");
- 9. On July 2, 2025, the Receiver filed assignments in bankruptcy for all entities within the lfood Group pursuant to section 49(1) of the *BIA*. Deloitte was named as trustee in bankruptcy of each the lfood Group entities' estates;
- 10. The Receiver has completed each of the transactions contemplated in the Purchased Assets Sale Approval and Vesting Orders. In particular:
 - (a) On April 16, 2025, the sale of parcels 2A, 2B, 3 and 5 to McDougall Auctioneers Ltd.;
 - (b) On April 17, 2025, the sale of parcels 4A, 4B and 4C to Edge Food Equipment Inc.; and
 - (c) On July 7, 2025, the sale of parcels 1A and 1B to 713860 NB Inc;
- 11. On July 10, 2025, the Receiver executed certificates for each of the aforesaid transactions confirming their completion in accordance with the terms of their respective agreements of purchase and sale to the satisfaction of the Receiver;
- 12. The approximate amount of \$2,331,064 remains in the lfood Group's estate as per the Third Report (the "Receivership Funds");

Approval of Fees and Disbursements

- 13. In performing the activities outlined in the Third Report, the Receiver and the Receiver's counsel have provided professional services and incurred disbursements, as set out in the Third Report;

Approval of Activities and Reports

- 14. The activities of the Receiver are set out in detail in the First Report, Second

Report and Third Report and are consistent with its mandate pursuant to the Receivership Order;

The Proposed Transfers

15. Deloitte, in its capacity as trustee in bankruptcy of the Ifood Group entities' estates, does not anticipate any further distributions will be made from the bankrupt estates of IFE and IBC;
16. Administrative costs remain to be addressed in each of the IFE and IBC bankruptcy estates, and the Receiver proposes that an aggregate transfer of \$30,000, to be allocated equally between those two estates, is reasonable and necessary to fund such administrative costs and to permit the orderly completion of the bankruptcies;

The Proposed Priority Claims Reserve

17. As set out in the Third Report, the Receiver is aware of certain outstanding priority and competing claims against the receivership estate and proposes that a reserve be maintained, in the aggregate amount of \$123,281, from the Receivership Funds, to ensure sufficient funds remain available to satisfy such claims in accordance with applicable priorities and to permit the orderly conclusion of these receivership proceedings;

The Proposed Distribution

18. Subject to and without limiting the Priority Claims Reserve, the Receiver proposes a distribution of \$2,212,094 from the Receivership Funds to be allocated amongst the remaining secured creditors as follows (the "Proposed Distribution"):
 - (a) \$2,119,950 to RBC in reduction of the Ifood Group's indebtedness to RBC;
 - (b) \$74,644 to BDC in satisfaction of the Ifood Group's indebtedness to

BDC;

- (c) \$17,500 to Bodkin in satisfaction of the Ifood Group's indebtedness to Bodkin; and
 - (d) Upon the issuance of the Receiver's Certificate, all residual funds then held by the Receiver, to RBC in reduction of the Ifood Group's indebtedness to RBC;
19. The Proposed Distribution was prepared on the basis of the security opinions obtained by the Receiver with respect to the respective security interests and priorities of RBC and BDC, as further described in the Third Report;
20. The Receiver has advised the affected secured creditors of the Proposed Distribution and understands that those secured creditors have reviewed same and are in agreement with it;

Discharge of the Receiver and Termination of these Receivership Proceedings

21. The Receiver has taken all reasonable steps, as set out in the Third Report, to bring the Property to market and achieve the best reasonable recovery for the benefit of the Ifood Group's creditors;
22. The only remaining activities required to conclude these proceedings are limited to the completion of tax filings on behalf of the Ifood Group, the collection and distribution of excise tax refunds, the payment of Deloitte and its counsel's outstanding invoices, the completion of the distributions contemplated by the Discharge and Distribution Order, the filing of the Receiver's final report pursuant to section 246(3) of the BIA, and the filing of the Receiver's Certificate (the "**Remaining Activities**");
23. To the best of the Receiver's knowledge and belief, other than the Remaining Activities, all duties of the Receiver pursuant to the Receivership Order have been completed, and the Receiver is not aware of its services being required for any further purpose;

24. The Receiver is not aware of any objection to its conduct or activities in these receivership proceedings, all as described in the First Report, the Second Report, the Confidential Supplement and the Third Report filed in this matter;
25. It is just and reasonable in all of the circumstances that these receivership proceedings be brought to an end and the Receiver be discharged;

Other Grounds

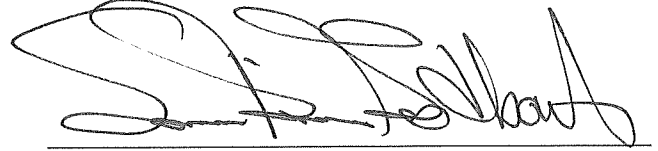
26. The provisions of the BIA and the inherent and equitable jurisdiction of this Honourable Court;
27. Rules 1.03, 2.01 and 3.02 of the *Rules of Court*, NB Reg 82-73; and
28. Such further and other grounds as counsel may advise and this Court may permit.

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

- a) The Third Report, including the appendices attached thereto;
- b) The Affidavit of James Foran sworn to on February 9, 2026;
- c) The Affidavit of Simon-Pierre Godbout, sworn to on February 26, 2026; and
- d) Such further and other materials as counsel may advise and this Honourable Court may permit.

DATED at Moncton, New Brunswick this 2 day of February, 2026.

COX & PALMER



George L. Cooper, K.C.

Simon-Pierre Godbout

Solicitors for the Moving Party, Deloitte Restructuring Inc. in its capacity as the Court-appointed Receiver of D&P Gooder Holding Ltd., ifoodEquipment.com Inc., and IBC Food Equipment Inc.

*Cox & Palmer
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SCHEDULE "A" – SERVICE LIST

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK
IN BANKRUPTCY AND INSOLVENCY
JUDICIAL DISTRICT OF SAINT JOHN
IN THE MATTER OF THE RECEIVERSHIP OF IFOODEQUIPMENT.COM INC., D&P GOODER
HOLDING LTD. and IBC FOOD EQUIPMENT INC.

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

BETWEEN:

ROYAL BANK OF CANADA, APPLICANT

- and -

IFOODEQUIPMENT.COM INC.,
D&P GOODER HOLDING LTD., and
IBC FOOD EQUIPMENT INC.

RESPONDENTS

SERVICE LIST

<p>COX & PALMER Blue Cross Centre 644 Main Street, Suite 500 Moncton, New Brunswick E1C 1E2</p> <p>George L. Cooper, K.C. gcooper@coxandpalmer.com</p> <p>Simon-Pierre Godbout spgodbout@coxandpalmer.com</p> <p>Solicitors for the Applicant, Royal Bank of Canada</p>	<p>BUSINESS BANK OF DEVELOPMENT CANADA 1234 Main Street, 5th floor Moncton, NB E1C 1H7</p> <p>Patrick Caissie Patrick.CAISSIE@bdc.ca</p>
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<p>DEPARTMENT OF FINANCE - REVENUE ADMINISTRATION DIVISION PO BOX 3000 Fredericton, NB E3B 1B0</p> <p>wwwfin@gnb.ca</p>	<p>ROYAL BANK OF CANADA 1871 Hollis Street, 7th Floor Halifax, NS B3J 1M7</p> <p>Joel Robbins joel.robbsins@rbc.com</p>
<p>CANADA REVENUE AGENCY, INSOLVENCY DIVISION 145 Hobsons Lake Drive, PO Box 638, Stn Central Halifax, NS B3J 2T5</p> <p>Devon Steele DEVON.STEELE@CRA-ARC.GC.CA</p>	<p>BODKIN 102-1465 North Service Rd E Oakville, ON L6H 1A7</p> <p>michellec@benningtonfinancial.ca</p>
<p>BANK OF NOVA SCOTIA 40 Temperance Street Toronto, ON M5H 0B4</p> <p>Janet Cooper JANET.COOPER@SCOTIABANK.COM</p>	<p>LOUNSBURY LEASING LTD. 1655 Mountain Road Moncton, NB E1G 1A5</p> <p>Gerry Naugler gerry.naugler@lounsburys.com</p>
<p>HONDA CANADA FINANCE INC. 180 Honda Blvd., Suite 200 Markham, ON L6C 0H9</p> <p>cs@honda.ca</p>	<p>DELAGE LANDER FINANCIAL SERVICES CANADA INC. 5046 Mainway, Unit 1 Burlington, ON L7L 5Z1</p> <p>clientservices-ca@leasedirect.com</p>

Email Service List

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SCHEDULE "B"
DRAFT DISCHARGE AND DISTRIBUTION ORDER

SCHEDULE B

Court File No.: SJM/245/2024

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK

IN BANKRUPTCY AND INSOLVENCY

JUDICIAL DISTRICT OF SAINT JOHN

IN THE MATTER OF THE RECEIVERSHIP OF IFOODEQUIPMENT.COM INC., D&P GOODER HOLDING LTD. and IBC FOOD EQUIPMENT INC.

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

BETWEEN:

ROYAL BANK OF CANADA,

APPLICANT

- and -

IFOODEQUIPMENT.COM INC.,
D&P GOODER HOLDING LTD., and
IBC FOOD EQUIPMENT INC.

RESPONDENTS

ORDER

THIS MOTION, made by Deloitte Restructuring Inc. (“Deloitte”), in its capacity as the court-appointed Receiver (the “Receiver”) of D&P Gooder Holding Ltd., ifoodEquipment.com Inc., and IBC Food Equipment, Inc. (respectively “DPG”, “IFE” and “IBC” and collectively, the “Ifood Group” or the “Companies”), for an order, among other things:

- (a) approving the activities of the Receiver, as set out in the Third Report of the Receiver;
- (b) approving the fees and disbursements of the Receiver and those of its legal counsel, Cox & Palmer, as set out in the Third Report of the Receiver dated [●], 20[●] (the “Third Report”);
- (c) authorizing and directing the Receiver to transfer, from the funds currently held,

SCHEDULE B

the aggregate amount of \$30,000 (the “**Transfer Amount**”) to Deloitte, in its capacity as trustee in bankruptcy of IFE and IBC, to fund the administrative costs of the bankruptcy estates;

- (d) authorizing and directing the Receiver to distribute, from the funds currently held, the following amounts:
 - (i) \$2,119,950 to the Royal Bank of Canada (“**RBC**”) in reduction of the Ifood Group’s indebtedness to RBC;
 - (ii) \$74,644 to the Business Development Bank of Canada (“**BDC**”) in satisfaction of the Ifood Group’s indebtedness to BDC; and
 - (iii) \$17,500 to Bennington Financial Corp. (“**Bodkin**”) in satisfaction of the Ifood Group’s indebtedness to Bodkin;
- (e) authorizing and directing the Receiver to retain, from the funds currently held, a reserve totalling \$123,281 to fund the completion of the Receiver’s remaining activities and duties necessary to conclude these receivership proceedings (the “**Priority Claims Reserve**”);
- (f) authorizing and directing the Receiver to distribute, from the Priority Claims Reserve, \$33,281 to Service Canada in satisfaction of its claim under the *Wage Earners Protection Program Act*, SC 2005, c 47, s 1 (the “**WEPP Claim**”);
- (g) authorizing and directing the Receiver, upon completion of the distributions contemplated by the Discharge and Distribution Order to the satisfaction of the Receiver, to distribute any residual balance of the Ifood Group’s estate to RBC in reduction of the Ifood Group’s indebtedness to RBC;
- (h) declaring that all steps taken by and activities of the Receiver, as outlined in the reports of the Receiver filed in the within matter including, without limitation, the Third Report of the Receiver, and all amounts distributed by the Receiver are hereby approved;
- (i) terminating these receivership proceedings;

SCHEDULE B

- (j) discharging Deloitte in its capacity as Receiver and declaring that Deloitte shall have no further duties or obligations pursuant to the terms of the Discharge and Distribution Order or pursuant to the provisions of the *BIA*;
- (k) declaring that Deloitte has duly and properly discharged its duties, responsibilities and obligations as Receiver and is hereby discharged and released from any and all further obligations as Receiver, or any claims which have been raised or could have been raised in these proceedings and any and all liability in respect of any act done or default made by Deloitte or any acts or omissions of Deloitte in respect of its conduct as Receiver pursuant to its appointment; and
- (l) declaring that, notwithstanding the release and discharge of Deloitte as Receiver, the terms beneficial to Deloitte as set out in any Order of the Court shall remain in full force and effect;

was heard on the [●] day of [●], 20[●].

UPON reading the Notice of Motion and the Third Report;

AND UPON hearing the submissions of counsel for the Applicant, the Receiver and those other parties present, and no one appearing on the Service List, although duly served as appears from the Affidavit of Service of [●] dated [●], 20[●];

AND UPON reading the material as filed by counsel;

IT IS HEREBY ORDERED AS FOLLOWS:

DEFINED TERMS

1. All terms not otherwise defined in this Order shall have the meanings ascribed to them in the initial Order of this Court dated November 28, 2024, as amended by the subsequent Orders of this Court (the "Initial Order").

SERVICE

2. The service of the Notice of Motion, the Record on Motion and the Third Report, as set

SCHEDULE B

out in the Affidavit of Service, is deemed adequate so that this Motion is properly returnable today and further service thereof is hereby dispensed with.

APPROVAL OF THE MONITOR'S ACTIVITIES

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

APPROVAL OF FEES

4. The fees and disbursements of the Receiver and its counsel as described in the Third Report be and are hereby approved.

TRANSFERS

5. The Receiver is hereby authorized and directed to transfer, from the funds currently held, the aggregate amount of \$30,000 (the "Transfer Amount") to Deloitte, in its capacity as trustee in bankruptcy of IFE and IBC, to fund the administrative costs of the bankruptcy estates, with the Transfer Amount to be allocated as follows:

- (a) \$15,000 to the Estate of IFE; and
- (b) \$15,000 to the Estate of IBC.

DISTRIBUTIONS

6. The Receiver is hereby authorized and directed to distribute, from the funds currently held, the following amounts:

- (a) \$2,119,950 to RBC in reduction of the Ifood Group's indebtedness to RBC;
- (b) \$74,644 to BDC in satisfaction of the Ifood Group's indebtedness to BDC;
- (c) \$17,500 to Bodkin in satisfaction of the Ifood Group's indebtedness to Bodkin;
- (d) \$33,281 to Service Canada as payment of the WEPP Claim (as defined in the Notice of Motion); and
- (e) Upon the issuance of the Receiver's Certificate, all residual funds then held by

SCHEDULE B

the Receiver, to RBC in reduction of the Ifood Group's indebtedness to RBC.

PRIORITY CLAIMS RESERVE

7. The Receiver is hereby authorized and directed to retain, from the funds currently held, the following amounts as a reserve to fund the completion of the Receiver's remaining activities and duties necessary to conclude these receivership proceedings (the "Priority Claims Reserve"):

- (a) \$50,000 in respect of an accrual for the fees and disbursements of the Receiver and its counsel to wind up and conclude these receivership proceedings (the "Professional Fee Accrual");
- (b) \$30,000 in respect of the Transfer Amount; and
- (c) \$10,000 in respect of a general operating reserve to cover remaining incidental costs and expenses of these receivership proceedings (the "General Reserve").

TERMINATION OF THE RECEIVERSHIP PROCEEDINGS

8. Upon service by the Receiver of an executed certificate in substantially the form attached hereto as Schedule "A" (the "Receiver's Certificate") on the Service List certifying that, to the knowledge of the Receiver, all matters to be attended to in connection with these receivership proceedings have been completed to the satisfaction of the Receiver, the receivership proceedings shall be terminated without any further act or formality of this Court (the "Receivership Termination Time"); provided, however, that nothing herein impacts the validity of any Orders made in these receivership proceedings or any actions or steps taken by any person in accordance therewith.

9. The Monitor is hereby directed to file a copy of the Receiver's Certificate with the Court as soon as reasonably practicable following service thereof on the Service List.

DISCHARGE OF THE RECEIVER AND RELEASE

10. Effective at the Receivership Termination Time and subject to the terms of this Order, the appointment of Deloitte as Receiver in these receivership proceedings pursuant to the

SCHEDULE B

Initial Order shall be and is hereby terminated and Deloitte is discharged from any further duties, obligations or responsibilities in its capacity as Receiver pursuant to the Orders made in these proceedings from and after the Receivership Termination Time, provided that Deloitte shall continue to have the benefit of the provisions of all Orders made in these proceedings, including all approvals of its activities, protections and stays of proceedings in favour of Deloitte in its capacity as Receiver.

11. The Receiver is hereby granted leave to effect discharge of any interest it may have recorded, or that has been recorded, in the Receiver's or the Applicant's name in or to the assets or undertaking of the Applicant as same may appear in any public registry.

12. Without limiting the generality of the foregoing, Deloitte is hereby forever released and discharged from any and all liability relating to matters that were raised, or which could have been raised, in these proceedings, provided that nothing herein shall relieve Deloitte from any liability arising out of gross negligence or willful misconduct on the part of Deloitte while acting in its capacity as the Receiver in these proceedings. No action, application or other proceeding in any way arising from or related to the performance or intended performance of the Receiver's mandate or any activity in these proceedings shall be taken, made or continued against the Receiver without the leave of this Court first being obtained.

Dated at Saint John, New Brunswick, this ____ day of [●], 20[●].

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

SCHEDULE "C"
DRAFT RECEIVER'S CERTIFICATE

SCHEDULE C

RECEIVER'S CERTIFICATE

RECITALS

- A. Deloitte Restructuring Inc. ("**Deloitte**"), was appointed as Receiver (the "**Receiver**") of of D&P Gooder Holding Ltd., ifoodEquipment.com Inc., and IBC Food Equipment, Inc. (respectively "**DPG**", "**IFE**" and "**IBC**" and collectively, the "**Ifood Group**" or the "**Companies**"), pursuant to an Order of this Court dated November 28, 2024, as amended and restated; and
- B. Pursuant to an Order of this Court dated [REDACTED], 20[REDACTED] (the "**Discharge and Distribution Order**"), Deloitte shall be discharged as the Receiver and the receivership proceedings shall be terminated upon the service of this Receiver's Certificate on the Service List, all in accordance with the terms of the Discharge and Distribution Order.

THE RECEIVER CERTIFIES the following:

1. To the knowledge of the Receiver, all matters to be attended to in connection with the receivership proceedings (Court File No. SJM-245-2024) have been completed.

ACCORDINGLY, the Receivership Termination Time as defined in the Discharge and Distribution Order has occurred.

DATED the _____ day of _____, 2026, at Halifax, Nova Scotia.

DELOITTE RESTRUCTURING INC. in its capacity as the Court-appointed Receiver of D&P Gooder Holding Ltd., ifoodEquipment.com Inc., and IBC Food Equipment Inc. and not in its personal capacity.

Per: _____
Name: James Foran
Title: Senior Vice-President