

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK
TRIAL DIVISION (In Bankruptcy and Insolvency)
JUDICIAL DISTRICT OF SAINT JOHN

IN THE MATTER OF THE RECEIVERSHIP OF:



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

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

BETWEEN:

ROYAL BANK OF CANADA

APPLICANT

- and -

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

RESPONDENTS

**THIRD REPORT OF THE COURT APPOINTED RECEIVER AND MANAGER
DELOITTE RESTRUCTURING INC.**

DATED FEBRUARY 9, 2026

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INTRODUCTION

1. Reference is made to the following reports of the Receiver previously filed in these proceedings (the "**Receivership Proceedings**"):
 - i. the Receiver's First Report dated November 15, 2024 (the "**First Report**");
 - ii. the Receiver's Second Report dated March 11, 2025 (the "**Second Report**"); and
 - iii. the Receiver's Confidential Supplement to the Second Report dated March 11, 2025 (the "**Confidential Supplement**") (collectively, the "**Receiver's Reports**").
2. On November 28, 2024, the Court of King's Bench of New Brunswick Trial Division (the "**Court**") granted an order (the "**Receivership Order**") pursuant to Section 33 of the *Judicature Act*, R.S. N.B. 1973, Ch. J-2, Rule 41 of the *Rules of Court* of New Brunswick, and 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 the receiver and manager (the "**Receiver**") without security, of all of the assets and properties of D&P Gooder Holding Ltd., ifoodEquipment.com Inc., and IBC Food Equipment, Inc. (collectively, the "**Ifood Group**") acquired for, or used in relation to a business carried on by the Ifood Group (the "**Property**").
3. In addition to the Receivership Order, the Court also 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 First Report.
4. On March 25, 2025, the Court granted a number of orders authorizing and approving the Receiver to proceed with the sale of the Purchased Assets as contained in the Second Report (the "**Purchased Assets Sale Approval and Vesting Orders**").
5. On April 16, 2025, the Court granted an order that amongst other things (collectively, the "**Second Receivership Order**"):
 - i. 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;
 - ii. 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;
 - iii. approved the activities of the Receiver as set out in the Receiver's Reports; and

- iv. 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 Receiver files its Certificate with the Court (the "**Receiver's Certificates**"). A copy of the Receiver's Certificates are enclosed as **Appendix A**.

PURPOSE

6. The purpose of this report (the "**Third Report**") is to provide information to the Court with respect to:
 - i. the Receiver's activities since the granting of the Second Receivership Order, including an update on the receipts and disbursements in the estate since the start of the receivership (the "**Interim R&D**");
 - ii. the Receiver's request for an order approving a distribution as further discussed herein (the "**Distribution Order**");
 - iii. an update on the bankruptcy of the Ifood Group and the Receiver's request for an order transferring funds to the bankruptcy estate to cover administrative costs of the bankruptcy estates (the "**Transfer Order**");
 - iv. the Receiver's request for an order approving the fees and disbursements of the Receiver and its legal counsel, Cox & Palmer, as described in this Third Report (the "**Second Fee Approval Order**");
 - v. the Receiver's request for an order approving the Receiver's activities as contained in this Third Report (the "**Activities Approval Order**"); and
 - vi. the Receiver's request for an order discharging the Receiver effective upon filing the Receiver's Certificate with the Court (the "**Discharge Order**").

TERMS OF REFERENCE AND DISCLAIMER

7. In preparing this Third Report, the Receiver has been provided with, and has relied upon, unaudited, draft and/or internal financial information and information from third-party sources (collectively, the "**Information**"). Except as described in this Third Report:
 - i. The Receiver has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Receiver has not audited or

otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Audit Standards ("CAS") pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance contemplated under CAS in respect of the Information.

ii. Deloitte has prepared this Third Report in its capacity as Receiver to provide background to the Court for its consideration of the relief being sought. Parties using this Third Report other than for the purposes outlined herein are cautioned that it may not be appropriate for their purposes.

8. Unless otherwise stated, all dollar amounts contained in this Third Report are expressed in Canadian Dollars.

9. Capitalized items not otherwise defined herein are as defined in various materials filed with the Court in these Receivership Proceedings which can be found on the Receiver's website at www.insolvencies.deloitte.ca/foodequipment (the "Receiver's Website").

ACTIVITIES OF THE RECEIVER

10. Since the granting of the Second Receivership Order, the Receiver's activities have included, but were not limited to, the following:

- i. continuing activities relating to the collection of accounts receivable;
- ii. continuing to assist employees advancing their claims pursuant to the Wage Earners Protection Program Act ("WEPP");
- iii. continuing efforts to close the transactions contemplated by the Purchased Assets Sale Approval and Vesting Orders, including the filing of the Receiver's Certificates with the Court;
- iv. filing tax information with the Canada Revenue Agency;
- v. filing an assignment in bankruptcy in respect of D&P Gooder Holding Ltd., ifoodEquipment.com Inc., and IBC Food Equipment, Inc. and completing administrative activities relevant to the administration of the estates;
- vi. holding discussions with RBC, the senior secured creditor;

- vii. holding discussions with its legal counsel regarding matters relevant to the administration of the estate;
- viii. maintaining the Receiver's Website; and
- ix. filing this Third Report with the Court.

Transaction closings

11. As contemplated in the Purchased Assets Sale Approval and Vesting Orders, the Receiver completed the following transactions:
 - i. on April 16, 2025, the sale of parcels 2A, 2B, 3 and 5 to McDougall Auctioneers Ltd.;
 - ii. on April 17, 2025, the sale of parcels 4A, 4B and 4C to Edge Food Equipment Inc.; and
 - iii. on July 7, 2025, the sale of parcels 1A and 1B to 713860 NB Inc.

Accounts receivable update

12. As of the date of the Second Report, the Receiver estimated a residual accounts receivable balance of approximately \$69,000. The Receiver has collected approximately \$5,000 since the date of the Second Report. Collections efforts performed by the Receiver and a third-party collection agency have shown to be ineffective in recovering the remaining balances.
13. Based on the activities of the Receiver to date, Deloitte does not anticipate any further material collections from the remaining accounts receivable.

Sale of 166 Millenium Boulevard

14. As outlined as paragraph 17 of the First Report, BDC maintained a first secured position on the 166 Property and advised the Receiver of its intent to run a realization process outside of these Receivership Proceedings.
15. The Receiver has been advised by BDC's legal counsel that on April 7, 2025, the 166 Property was sold in the course of the exercise of the power of sale pursuant to the *Property Act* (New Brunswick) and after paying the BDC indebtedness in full and professional fees associated with the same there remains surplus funds of \$45,632 (the "**166 Property Proceeds**"). A statement of adjustments relating to the 166 Property is enclosed as **Appendix B**.
16. Further information regarding the 166 Property Proceeds are discussed further herein.

Interim R&D

17. A copy of the Interim R&D as at January 26, 2026 is enclosed as **Appendix C**. The Receiver offers the following commentary with respect to the Interim R&D:
- i. the estate has collected \$2,380,142 from asset realizations;
 - ii. the estate collected \$1,435,292 in bid deposits, all of which have been returned as of the date of this Third Report;
 - iii. the estate collected \$350,740 of trade accounts receivable;
 - iv. RBC advanced \$83,691 to the Receiver to fund the Private Receivership;
 - v. the estate paid professional fees of \$277,453 (exclusive of HST) broken down as \$227,356 for the Receiver and \$50,097 for Cox & Palmer;
 - vi. the estate paid \$68,014 in compensation to retained staff, including statutory remittances; and
 - vii. the estate paid insurance premiums totaling \$34,992.
18. As at January 26, 2026, the Receiver was holding approximately \$2,302,690 in its trust account (the "**Receivership Funds**").

DISTRIBUTION ORDER

19. As noted herein, the Receiver is currently holding the Receivership Funds. In addition to the Receivership Funds, the Receiver anticipates collecting approximately \$8,403 of HST refunds that would be available for distribution once received. The Receiver will distribute these funds using a similar allocation model as described herein.
20. The Receiver is aware of a number of potential priority and competing claims that require the Receiver to create a reserve against the Receivership Funds (the "**Priority Claims**"). These items are further discussed below and captured in the proposed distribution schedule (the "**Distribution Schedule**"), a copy of which is enclosed as **Appendix D**.

WEPP

21. The Receiver has received a statement from Service Canada outlining a priority amount owing of \$33,281 (the "**WEPP Claim**").

22. As part of the Distribution Schedule, the Receiver has reserved the full amount of the WEPP Claim and will make arrangements to pay Service Canada.

Professional fees

23. The Receiver is proposing to withhold an accrual to cover the costs of the Receiver and its legal counsel to wind-up these Receivership Proceedings (the "**Professional Fee Accrual**"). The Receiver estimates the Professional Fee Accrual to be \$30,000 (exclusive of HST), which amount has been reserved in full in the Distribution Schedule. Further information regarding the Professional Fee Accrual is discussed further herein.

24. In addition to the Professional Fee Accrual, the Receiver is seeking the Transfer Order to cover the fees and disbursements of Deloitte in its role as Trustee of IFE and IBC. As discussed further herein, the 166 Property Proceeds will be used to cover the fees and disbursements of the Trustee in the DPG estate. The Receiver is requesting a transfer of \$30,000, equally shared to the estates of IFE and IBC.

25. As part of the Distribution Schedule, the Receiver has reserved the full amount of the Transfer Order.

General operating reserve

26. The Receiver is proposing to reserve \$10,000 to cover remaining incidental costs from estate (the "**General Reserve**").
27. As part of the Distribution Schedule, the Receiver has reserved the full amount of the General Reserve.
28. In total, the Receiver is proposing to withhold \$103,281 relating to the Priority Claims.

Security opinions

29. The Receiver obtained a security opinion from Cox & Palmer relating the Royal Bank of Canada ("**RBC**") security (the "**RBC Security Opinion**"). The RBC Security Opinion confirmed that, subject to the usual and customary qualifications as detailed therein, RBC holds a valid and enforceable security interest against the Ifood Group, considering the priority agreement

between RBC and BDC (the "**Priority Agreement**"). A copy of the RBC Security Opinion is enclosed as **Appendix E**.

30. The RBC Security Opinion advises that RBC's priority over BDC is against accounts receivable and inventory only and as such any realizations on intellectual property may be for the benefit of BDC.
31. Accordingly, the Receiver obtained a security opinion from Cox & Palmer regarding the BDC security (the "**BDC Security Opinion**"). The BDC Security Opinion confirmed, subject to the usual and customary qualifications, that BDC holds a valid and enforceable security interest over the assets of the Ifood Group, subject to the Priority Agreement. The BDC Security Opinion advises that BDC, and not RBC, has a first charge on the intellectual property of the Ifood Group. A copy of the BDC Security Opinion is enclosed as **Appendix F**.

Proposed distribution

32. Based on the Receivership Funds, the RBC Security Opinion and the BDC Security Opinion, the Receiver has created the Distribution Schedule which proposes to distribute \$2,212,094 to the secured creditors as follows:
 - (i) RBC - \$2,115,669;
 - (ii) BDC - \$74,644; and
 - (iii) Bennington Financial Corp. (Bodkin) - \$17,500 (collectively, the "**Distribution Payments**").
33. The Receiver has circulated the Distribution Schedule to the affected secured creditors and understands all parties have reviewed and are in agreement with the proposed distribution. The Receiver has received statements of indebtedness from RBC, BDC, and Bodkin, respectively, indicating that the indebtedness owing exceeds the Distribution Payments. Any subsequent distributions will be to RBC only.
34. Given the information presented and discussed herein, the Receiver requests that the Court grant the Distribution Order, and approve the Distribution Payments, as outlined in the Receiver's motion materials.

BANKRUPTCY OF THE IFOOD GROUP

35. The Second Receivership Order, at paragraph three, states:
- "The Receiver is authorized, but not directed, to make an assignment in bankruptcy pursuant to the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended, on behalf of any or all of the Companies; ii) The Receiver is authorized to execute and file any assignment in bankruptcy and related documents; and iii) Deloitte is authorized to act as trustee in any such bankruptcies".*
36. On July 2, 2025, the Receiver filed assignments in bankruptcy for all entities within the Ifood Group pursuant to section 49(1) of the BIA (the "**Bankruptcy Assignments**"). A copy of the certificates of appointment (the "**Appointment Certificates**"), each naming Deloitte as the Trustee, along with the creditor packages, are enclosed as **Appendix G**.
37. On July 18, 2025, the first meeting of creditors (the "**FMOC**") were held in each of the estates and the appointment of Deloitte as Trustee was affirmed. There were no estate inspectors appointment in any of the estates.
38. Based on the activities of the Trustee to date, Deloitte does not anticipate a distribution to unsecured creditors will be made from the bankrupt estates of IFE and IBC.
39. Based on the RBC Security Opinion, the Receiver has been advised that no party has a claim on the 166 Property Proceeds and as such these funds will be provided to the DPG estate. The Trustee will run a claims process in this estate and make a distribution to unsecured creditors.
40. Accordingly, the Receiver recommends the Transfer Order be granted in substantially the form submitted to cover administrative costs of the bankruptcy estates.

PROFESSIONAL FEES

41. The Receiver and Cox & Palmer have maintained detailed records of their professional fees and disbursements since the Appointment Date.
42. The fees and disbursements of the Receiver for the period January 1 to December 31, 2025 total \$133,120.52 together with HST of \$19,014.63 for a total of \$152,135.15 (the "**Receiver's Fees**"). The Receiver estimates additional fees and disbursements of \$20,000 (inclusive of HST) to complete the administration of the estate (the "**Estimated Receiver's Fees**"). A detailed

billing summary along with copies of the Receiver's invoices are contained within the affidavit of James Foran, a copy of which is enclosed as **Appendix H**.

43. The fees and disbursements of Cox & Palmer for the period February 1 to December 31, 2025 total \$41,036.20 together with HST of \$5,969.94 for a total of \$47,006.14 (the "**Legal Fees**"). The Receiver estimates additional fees and disbursements of \$10,000 (inclusive of HST) to complete the administration of the estate (the "**Estimated Legal Counsel Fees**"). A detailed billing summary along with copies of the Cox & Palmer invoices are contained within the Affidavit of Simon-Pierre Godbout, a copy of which are enclosed as **Appendix I**.
44. Based on the information outlined above and contained herein, the Receiver respectfully submits that its fees and disbursements, together with the fees and disbursements of Cox & Palmer, are reasonable in the circumstances and have been validly incurred in accordance with the provisions contained within the Receivership Order.
45. The Receiver is currently seeking the approval of the Court for the Receiver's fees and disbursements, including the fees and disbursements of Cox & Palmer as described herein. The Receiver wishes to advise that RBC has been provided with and approved of the amounts paid to the Receiver and Cox & Palmer.

RECEIVER'S ACTIVITIES AND CONSOLIDATED R&D

46. The Receiver is currently seeking the Court's approval of the Third Report, including the conduct and activities described therein.
47. As at the date of the Third Report, the Receiver is not aware of any objection to the Receiver's conduct or activities.

DISCHARGE OF THE RECEIVER

48. The Receiver has concluded the majority of its administration relating to these Receivership Proceedings. The Receiver's remaining activities and duties to conclude the Receivership Proceedings will include (the "**Remaining Activities**"):
 - i. filing of corporate tax returns of Ifood Group;
 - ii. filing and collection of excise tax refunds, the proceeds of which will be distributed as part of the Distribution Order;

- iii. paying all outstanding invoices of Deloitte and Cox & Palmer;
 - iv. distributing funds pursuant to the Discharge Order, if the Court sees fit to grant it;
 - v. filing the Receiver's final report pursuant to section 246(3) of the BIA; and
 - vi. filing the Receiver's Discharge Certificate with the Court.
49. To the best of the Receiver's knowledge and belief, other than the Remaining Activities noted in this Third Report, all duties of the Receiver as outlined in the Receivership Order have been or will be completed by the Receiver. The Receiver is not aware of its services being required for any further purpose other than set out herein. Accordingly, the Receiver respectfully recommends and requests the Court grant an order discharging the Receiver subject to the Receiver completing the Remaining Activities and filing the Discharge Certificate with the Court.

CONCLUSION

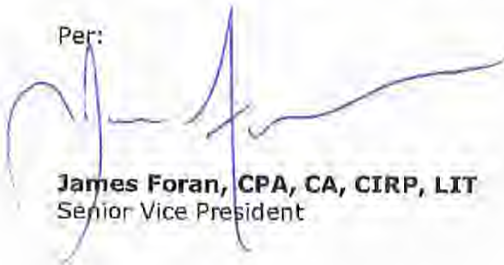
50. This Third Report has been prepared to provide this Court with information regarding the Receiver's activities since the Second Receivership Order and in support of the relief requested herein.
51. Based on the foregoing, the Receiver requests the Court grant the requested orders in substantially the form submitted.

All of which is respectfully submitted on February 9, 2026.

DELOITTE RESTRUCTURING INC.

Acting solely in its capacity as
Court Appointed Receiver and Manager of D&P Gooder Holding Ltd.,
Ifodequipment.com Inc., and IBC Food Equipment, Inc.
and not in its personal capacity

Per:



James Foran, CPA, CA, CIRP, LIT
Senior Vice President

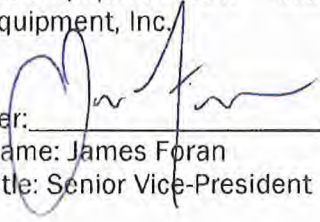
APPENDIX A – RECEIVER’S CERTIFICATES

RECEIVER'S CERTIFICATE

Deloitte Restructuring Inc., in its capacity as receiver all of the assets, property and undertaking of D&P Gooder Holding Ltd., ifoodEquipment.com Inc., and IBC Food Equipment, Inc., appointed pursuant to an order of this Court dated November 28th, 2024, hereby confirms that all terms and conditions under the McDougall APS dated February 5, 2025 have been either satisfied or waived, and that the transaction contemplated by the McDougall APS, has been completed to the satisfaction of the Receiver.

DATED the 10th day of July, 2025 at Halifax, Nova Scotia.

DELOITTE RESTRUCTURING INC., in its capacity as receiver of all of the assets, property and undertaking of D&P Gooder Holding Ltd., ifoodEquipment.com Inc., and IBC Food Equipment, Inc.

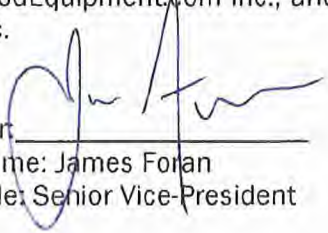
Per: 
Name: James Foran
Title: Senior Vice-President

RECEIVER'S CERTIFICATE

Deloitte Restructuring Inc., in its capacity as receiver all of the assets, property and undertaking of D&P Gooder Holding Ltd., ifoodEquipment.com Inc., and IBC Food Equipment, Inc., appointed pursuant to an order of this Court dated November 28th, 2024, hereby confirms that all terms and conditions under the Edge Food APS dated February 5, 2025 have been either satisfied or waived, and that the transaction contemplated by the Edge Food APS, has been completed to the satisfaction of the Receiver.

DATED the 10th day of July, 2025 at Halifax, Nova Scotia.

DELOITTE RESTRUCTURING INC., in its capacity as receiver of all of the assets, property and undertaking of D&P Gooder Holding Ltd., ifoodEquipment.com Inc., and IBC Food Equipment, Inc.

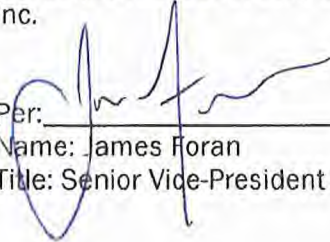
Per 
Name: James Foran
Title: Senior Vice-President

RECEIVER'S CERTIFICATE

Deloitte Restructuring Inc., in its capacity as receiver all of the assets, property and undertaking of D&P Gooder Holding Ltd., ifoodEquipment.com Inc., and IBC Food Equipment, Inc., appointed pursuant to an order of this Court dated November 28th, 2024, hereby confirms that all terms and conditions under the 713860 APS dated February 5, 2025 have been either satisfied or waived, and that the transaction contemplated by the 713860 APS, has been completed to the satisfaction of the Receiver.

DATED the 17th day of July, 2025 at Halifax, Nova Scotia.

DELOITTE RESTRUCTURING INC., in its capacity as receiver of all of the assets, property and undertaking of D&P Gooder Holding Ltd., ifoodEquipment.com Inc., and IBC Food Equipment, Inc.

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

APPENDIX B – STATEMENT OF ADJUSTMENTS RELATING TO THE 166 PROPERTY

SUMMARY OF TRUST FUNDS
Business Development Bank of Canada
D & P Gooder Holdings Ltd. – Loan Account

SM001411.00529

FUNDS RECEIVED:

Date	Received From	Amount
April 7, 2025	Brenton Kean "In Trust" - <i>Proceeds of Sale</i>	\$250,000.00
Total Funds Received:		\$250,000.00

FUNDS DISBURSED:

Date	Paid To	Amount
April 9, 2025	Business Development Bank of Canada - <i>Mortgage Payout</i>	\$202,925.34
July 8, 2025	Stewart McKelvey - <i>Payment of Invoice 91199497</i>	\$1,442.68
November 18, 2025	Deloitte Restructuring Inc. - <i>Balance of Proceeds</i>	\$45,631.98
Total Funds Disbursed:		\$250,000.00
Amount Remaining in Trust:		\$0.00

APPENDIX C – INTERIM RECEIPTS AND DISBURSEMENTS

District of: New Brunswick
 Estates No: 51-126504 / 51-126503 / 51-126505

**In the matter of the receivership of
 D&P GOODER HOLDING LTD.
 IFOODEQUIPMENT.COM INC.
 IBC FOOD EQUIPMENT, INC.**
 of the town of Moncton, in the Province of New Brunswick
**Consolidated Interim Statement of Receipts and Disbursement
 for the period from September 26, 2024 to January 26, 2026**

	Ifoodequipment.Com Inc.	D&P Gooder Holding Ltd.	IBC Food Equipment, Inc.	Consolidated	Notes
RECEIPTS					
Sale of assets	694,641.80	1,685,501.00	-	2,380,142.80	
Deposits on sale of assets	481,967.15	-	953,325.45	1,435,292.60	
Transfer from IBC Food Equipment, Inc.	922,575.45	-	-	922,575.45	
Collection of trade accounts receivable	350,739.85	-	-	350,739.85	
Transfer from Ifoodequipment.com Inc.	-	288,525.45	-	288,525.45	
HST collected	103,677.27	1,125.00	-	104,802.27	
Advances provided by the Royal Bank of Canada	81,691.30	1,000.00	1,000.00	83,691.30	
HST refund	51,770.16	22.95	-	51,793.11	
Interest Income	14,900.88	11,806.72	962.10	27,669.70	
Miscellaneous collection	24,583.73	-	-	24,583.73	
Refund from Worksafe New Brunswick	9,946.46	-	-	9,946.46	
Seized cash	4,304.50	-	-	4,304.50	
Refund of insurance premiums	2,551.00	-	-	2,551.00	
Insurance refund	1,044.00	-	-	1,044.00	
TOTAL RECEIPTS	2,744,393.55	1,987,981.12	955,287.55	5,687,662.22	
DISBURSEMENTS					
Repayment of deposits on sale of assets	1,117,517.15	287,025.45	30,750.00	1,435,292.60	
Transfer to Ifoodequipment.com Inc.	-	-	922,575.45	922,575.45	
Transfer to D&P Gooder Holding Ltd.	288,525.45	-	-	288,525.45	
Receiver's fees and disbursements	227,356.09	-	-	227,356.09	1
HST remitted	101,864.28	1,125.00	-	102,989.28	
Compensation (including remittances)	68,014.46	-	-	68,014.46	
HST paid on disbursements	61,986.67	22.95	-	62,009.62	
Legal fees and disbursements	50,096.98	-	-	50,096.98	
Insurance premiums	31,958.71	3,034.16	-	34,992.87	
Security services	32,564.70	-	-	32,564.70	
Storage fees	24,250.00	-	-	24,250.00	
Utilities	23,232.35	632.99	-	23,865.34	
Repayment of miscellaneous collection	23,032.50	-	-	23,032.50	
Property taxes	-	19,298.59	-	19,298.59	
IT equipment and computer services	17,354.57	-	-	17,354.57	
Refund on sale of assets	10,000.00	1,500.00	-	11,500.00	
Lease payments	8,778.00	-	-	8,778.00	
Transport fees	7,150.00	-	-	7,150.00	
Advertising	4,650.00	-	-	4,650.00	
Hazardous waste disposal	4,211.00	-	-	4,211.00	
Group insurance premiums	3,342.56	-	-	3,342.56	
Repairs and maintenance	3,039.30	153.00	-	3,192.30	
Appraisal fees	2,650.00	-	-	2,650.00	
Data room charges	2,100.00	-	-	2,100.00	
Locksmith services	1,709.24	-	-	1,709.24	
Communication expense	1,650.32	-	-	1,650.32	
Interest and bank charges	945.40	17.00	85.00	1,047.40	
Commission on sale of assets	692.00	-	-	692.00	
Filing fee paid to the Official Receiver	-	80.42	-	80.42	
TOTAL DISBURSEMENTS	2,118,671.73	312,889.56	953,410.45	3,384,971.74	
AMOUNT RETAINED IN TRUST ACCOUNT BY THE RECEIVER	625,721.82	1,675,091.56	1,877.10	2,302,690.48	

Note 1 : In addition to the \$227,356.09 paid from the trust account, RBC has remitted additional funds totaling \$154,969.64 for the Receiver's fees and disbursements.

DELOITTE RESTRUCTURING INC.

Acting solely in its capacity as
 Receiver and Manager of D&P Gooder Holding Ltd., Ifoodequipment.com Inc., and IBC Equipment Inc.
 and not in its personal capacity

Per:



James Foran, CPA, CA, CIRP, LIT
 Senior Vice President

APPENDIX D – DISTRIBUTION SCHEDULE

**In the matter of the receivership of
D&P GOODER HOLDING LTD.
IBC FOOD EQUIPMENT, INC.
IFOODEQUIPMENT.COM INC.**
Proposed schedule of funds available for distribution (the "Distribution Schedule")
Prepared by Deloitte Restructuring Inc. - Court Appointed Receiver
Prepared on January 26, 2026

		Notes
Funds held in trust		
D&P Gooder Holding Ltd.	1,675,091.56	
Ifoodequipment.Com Inc.	625,721.82	
IBC Food Equipment, Inc.	1,877.10	
	<u>2,302,690.48</u>	note 1
Estimated HST refunds	8,403.52	note 2
Funds in trust available for distribution prior to Priority Claims	<u>2,311,094.00</u>	
Priority Claims		
Professional fee accrual	30,000.00	note 3
Transfer to bankruptcy estates	30,000.00	note 4
WEPP	33,280.90	note 5
Operating cost allowance	10,000.00	note 6
	<u>103,280.90</u>	
Funds available for distribution	<u>2,207,813.10</u>	
Distribution to Secured Creditors		
RBC	2,115,669.47	note 7
BDC	74,643.63	note 8
Bennington Financial Corp (Bodkin)	17,500.00	note 9
	<u>2,207,813.10</u>	

Notes to the Distribution Schedule (the "Notes")

The notes form an integral part of the Distribution Schedule and should be read in conjunction with.

note 1 - above amount is maintained in Receiver's trust account as of January 6, 2026 pursuant to paragraph 18 of the Third report.

note 2 - the Receiver anticipates collecting HST refunds that would be available for distribution once received pursuant to paragraph 23 of the Third report.

note 3 - above amount represents an estimate of incurred and outstanding professional fees along with an estimate for future effort required by the Receiver and its legal counsel to complete the administration of the estate pursuant to paragraph 23 of the Third report.

note 4 - above amount represents an estimate of incurred and outstanding professional fees along with an estimate for future effort required by the Trustee and its legal counsel to complete the administration of the bankruptcy estates pursuant to paragraph 24 of the Third report.

note 5 - the above amount represents the estimated Priority Claims relating to the WEPP as per the detailed statement of account received by Service Canada pursuant to paragraph 21 of the Third report.

note 6 - above amount represents an estimate of any incidental operating costs to complete the administration of the Receivership Proceedings pursuant to paragraph 26 of the Third report.

note 7 - Pursuant to the RBC Security Opinion, all funds available for distribution have been allocated to RBC, except for the amount allocated to the intellectual property assets and Parcel 1B.

note 8 - the above amount represents the net proceeds from the sale on intellectual property pursuant to paragraph 30 of the Third report. Deloitte has allocated a reasonable portion of the professional fees and charges directly related to the administration of the SISP, through which the intellectual property was sold as per below :

Edge Food Proceeds	105,000.00
Less costs directly associated with the sale	
Website renewal fees	18,436.05
Receiver's fees and disbursements	7,500.00
Legal fees and disbursements	2,500.00
Communication expense	1,650.32
Advertising and dataroom charges	270.00
	<u>30,356.37</u>
Edge Food Net Proceeds	<u>74,643.63</u>

note 9 - the above amount represents the settled amount on Parcel 1B as allocated by the purchaser and agreed upon by the Receiver and Bodkin.

APPENDIX E – RBC SECURITY OPINION

SOLICITOR CLIENT PRIVILEGED

STRICTLY PRIVATE & CONFIDENTIAL

October 22, 2025

Deloitte Restructuring Inc.
1741 Lower Water Street, Suite 800
Halifax, Nova Scotia
B3J 0J2

Attention: James Foran, CPA, CA, CIRP, LIT

Re: Security Review – Ifoodequipment.com et al.
File No.: 50070282.00001

In connection with the Receivership of IfoodEquipment.com Inc., D&P Gooder Holding Ltd. and IBC Food Equipment, Inc. (each a “Debtor” and collectively, the “Debtors”) you have asked us, in your capacity as Court-Appointed Receiver (the “Receiver”) of the Debtors to review certain security delivered by the Debtors to the Royal Bank of Canada (“RBC”) and Business Development Bank of Canada (“BDC”) in respect to the obligations set out in the said security delivered pursuant to certain loan and security agreements entered into among the Debtors as borrowers and RBC and BDC as lenders (collectively the “Lenders”).

DOCUMENTS REVIEWED

We have reviewed copies of the following loan and security documents:

D&P Gooder Holding Ltd.

1. Credit Agreement with RBC dated July 21, 2021;
2. Letters of Offer from BDC dated June 1, 2018, as amended and renewed from time to time;
3. Guarantee and Postponement of Claim in favour of RBC dated July 22, 2021;
4. Guarantee and Postponement of Claim in favour of RBC - \$1,222,000.00 dated July 22, 2021;
5. General Security Agreement in favour of RBC dated June 16, 2021;
6. Collateral Mortgage dated August 4, 2021, registered against PID 00729129 (the “Real Property”) in the Westmorland Land Titles office on August 5, 2021 as document number 41620007 (the “2021 Collateral Mortgage”);

7. Assignment of Rents in favour of RBC dated August 4, 2021, registered against the Real Property in the Westmorland Land Titles Office on August 5, 2021 as document number 41620403 (the "GARL");
8. Collateral Mortgage in favour of RBC dated May 31, 2024, registered against the Real Property in the Westmorland Land Titles office on June 4, 2024, as document number 45000214 (the "2024 Collateral Mortgage");
9. General Security Agreement in favour of BDC dated August 18, 2017;
10. General Security Agreement in favour of BDC dated August 28, 2019;
11. Priority Agreement amongst Business Development Bank of Canada ("BDC"), RBC and D&P Gooder Holding Inc. dated July 13, 2021 postponing the security held by BDC in the Accounts Receivables and the Inventory of the Subject Debtor in favour of RBC;

IBC Food Equipment, Inc.

12. Credit Agreement with RBC dated June 16, 2021;
13. Guarantee and Postponement of Claim in favour of RBC dated June 16, 2021;
14. General Security Agreement in favour of RBC dated June 16, 2021;
15. General Security Agreement in favour of BDC dated May 21, 2020;
16. Priority Agreement amongst BDC, RBC and IBC Food Equipment, Inc dated July 13, 2021 postponing the security held by BDC in the Accounts Receivables and the Inventory of the subject Debtor in favour of RBC;
17. Guarantee for the indebtedness of D & P Gooder Holding Ltd. in favour of BDC dated May 21, 2020;
18. Guarantee for the indebtedness of D & P Gooder Holding Ltd. in favour of BDC dated December 16, 2020;

lfoodequipment.com Inc.

19. Credit Agreement with RBC dated June 16, 2021;
20. Guarantee and Postponement of Claim in favour of RBC dated June 16, 2021;
21. General Security Agreement in favour of RBC dated June 16, 2021;
22. Guarantee and Postponement of Claim - \$1,250,000.00 in favour of RBC dated June 16, 2021;

23. General Security Agreement in favour of BDC dated August 18 2017;
24. Priority Agreement amongst BDC, RBC and Ifoodequipment.com Inc dated July 7, 2021 postponing the security held by BDC in the Accounts Receivables and the Inventory of the subject Debtor in favour of RBC;
25. Guarantee for the indebtedness of D & P Gooder Holding Ltd. (account No. 349078-10 in favour of BDC dated June 1, 2018;
26. Guarantee for the indebtedness of D & P Gooder Holding Ltd. (account No. 349078-11 in favour of BDC dated June 1, 2018;
27. Guarantee for the indebtedness of D & P Gooder Holding Ltd. (account No. 349078-12 in favour of BDC dated December 11, 2018;
28. Guarantee for the indebtedness of D & P Gooder Holding Ltd. (account No. 349078-14 in favour of BDC dated August 13, 2019;
29. Guarantee for the indebtedness of D & P Gooder Holding Ltd. in favour of BDC dated August 16, 2019;
30. Guarantee for the indebtedness of D & P Gooder Holding Ltd. (account No. 349078-16 in favour of BDC dated February 28, 2020;
31. Guarantee for the indebtedness of D & P Gooder Holding Ltd. in favour of BDC dated May 21, 2020;
32. Guarantee for the indebtedness of D & P Gooder Holding Ltd. in favour of BDC dated December 16, 2020;

(Documents 1, 2, 3, 4, 12, 13, 17, 18, 19, 20, 22 and 25-32 are hereinafter referred to as the “**Loan Documents**”, documents 5, 6, 7, 8, 14, and 21 are hereinafter referred to as the “**RBC Security**”, documents 9, 10, 15 and 23 are referred to as the “**BDC Security**” and collectively with the RBC Security, the “**Security**” and documents 11, 16 and 24 are hereinafter referred to as the “**Priority Agreements**”).

SEARCHES AND INVESTIGATIONS

We have made searches (the “**Searches**”) and enquiries in the Province of New Brunswick, (the “**Province**”) in connection with each of the Debtors. All searches and enquiries have been obtained through public offices and registries of the Province and registries of the federal government of Canada.

Our search summaries report for each the Debtors is attached as Schedule “A”. Please let us know if you want copies of any of the searches referenced or if you have any questions or concerns.

DEFINITIONS

Terms used herein and not otherwise defined, which are defined in the *Personal Property Security Act* (New Brunswick) (the "PPSA") shall, unless the context otherwise requires, have the meaning ascribed thereto in the PPSA.

LAWS ADDRESSED

Our opinions are limited to the laws of the Province and the federal laws of Canada applicable therein (collectively, the "**Applicable Laws**"). Accordingly, we express no opinion as to the laws of any other jurisdiction. Without limiting the generality of the immediately preceding sentence, we express no opinion with respect to the laws of any other jurisdiction to the extent that those laws may govern the validity, perfection, effect of perfection or non-perfection, priority or enforcement of any security interests created by the Security as a result of the application of Applicable Laws conflict of laws rules. In addition, we express no opinion whether, under those conflict of laws rules, the Applicable Laws would govern the validity, perfection, effect of perfection or non-perfection, priority or enforcement of those security interests.

ASSUMPTIONS

In giving this opinion, we have made the following assumptions:

1. the genuineness of all signatures, the legal capacity of individuals signing any documents, the authenticity of all documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as certified, conformed, faxed, electronic, photostatic or scanned copies;
2. that the Security has been duly authorized, executed and delivered by each of the parties thereto and constitute valid and legally binding obligations of each party thereto enforceable against each such party (other than the Debtors) in accordance with their terms;
3. all facts set forth in the official public records, indices, filing systems, certificates and other documents supplied by public officials are complete, true and accurate;
4. with respect to the Security, that each of the Lenders has given value, the Debtors have rights in the Collateral (as hereinafter defined) and that the Debtors and any of the Lenders have not agreed orally or in writing to postpone the time for attachment of the security interests referred to in the Security;
5. that the Loan Documents and the obligations of each Debtor, payment or performance of which is secured by the Security, constitutes legal, valid and binding obligations of the parties thereto, enforceable against each in accordance with its terms; and
6. the accuracy and currency of the indices and filing systems maintained at the public offices where we have searched or inquired or have caused searches or inquiries to be conducted.

OPINIONS

Based and relying upon and subject to the foregoing and subject to the qualifications and discussion set out below, Cox & Palmer is of the opinion that:

1. The Security constitutes legal, valid and binding agreements of the applicable Debtor party thereto, enforceable against it in accordance with its terms;
2. The RBC Security creates a security interest in favour of RBC in the collateral as described in the RBC Security to which the PPSA applies (collectively, the “Collateral”) intended to be charged thereby in which the Debtors now have rights, and is sufficient to create a security interest in favour of RBC in the Collateral in which the Debtors hereafter acquire rights when those rights are acquired by the Debtors, to secure payment and performance of the obligations described therein as being secured thereby;
3. In relation to the RBC Security, Registration has been made in all public offices provided for under the Applicable Laws where such registration is necessary or desirable to preserve, protect or perfect the security interests created by the Security in favour of RBC in the Collateral;
4. The 2021 Collateral Mortgage creates a first charge collateral mortgage on the Real Property and each of the GARL and the 2024 Collateral Mortgage respectively create a second and third charge against the Real Property; and
5. The BDC Security creates a security interest in favour of BDC in the Collateral as described in the BDC Security to which the PPSA applies intended to be charged thereby in which the Debtors now have rights, and is sufficient to create a security interest in favour of BDC in the Collateral in which the Debtors hereafter acquire rights when those rights are acquired by the Debtors, to secure payment and performance of the obligations described therein as being secured thereby.
6. In relation to the BDC Security, Registration has been made in all public offices provided for under the Applicable Laws where such registration is necessary or desirable to preserve, protect or perfect the security interests created by the BDC Security in favour of BDC in the Collateral;

QUALIFICATIONS

Our opinion is subject to the qualifications set out in Schedule “B” hereto.

The opinions expressed in paragraph 4 above with respect to priority are subject to prior registered encumbrances listed on the certificates of registered ownership and the overriding incidents set out in subsection 17(4) of the *Land Titles Act* (New Brunswick).

In connection with the foregoing opinions, we have not been advised of any facts which would permit annulment of the Security under Section 95 of the BIA. In particular, we have no information which would lead us to assume that the Debtor was insolvent on any of the dates

upon which it purported to grant security, that the Security were otherwise entered into in fraud of creditors' rights, or that the Debtors and Lender were not dealing at arms length.

DISCUSSION

(A) Obligations secured by the Security

The Security to which each Debtor is a party provides that the security interests granted by such Debtor secure, among other things, the due payment and performance of the obligations of the applicable Debtor to each of the Lenders pursuant to the applicable Loan Documents.

(B) Collateral subject to the Security

The Security to which each Debtor is a party provides that the security interests granted thereby extend to all of the present and future undertaking and Personal Property (as defined in such Security) including all right, title and interest of such Debtor in such property at any time owned, leased, licensed, possessed or acquired by such Debtor, or in which such Debtor at any time has any interest or to which such Debtor is or may at any time become entitled and all accessions thereto, and all proceeds thereof, in any such case wherever located.

(C) Registrations disclosed by search results

The Search discloses registrations against each of the Debtors in favour of RBC and BDC under the PPSA as set forth in Schedule "A".

(D) Priorities

RBC's registered interest was registered after the interest of BDC on all personal property of each of the debtor, which interest of BDC excludes consumer goods, and is subject to priority on inventory and accounts receivable to the lender extending a line of credit. Further, in accordance with the Priority Agreements, the BDC Security is subordinated to the RBC Security in relation to each of the Debtor's respective Accounts Receivables and Inventory (as defined in the said Priority Agreements).

BDC's registered interest further references a priority agreement among BDC and the Toronto-Dominion Bank dated August 18, 2017 however, our Searches have revealed no current registrations in favour of Toronto-Dominion Bank.

There are also registrations which may relate to purchase money security interests ("PMSI") in certain specific equipment that would give those creditors listed in such registrations priority over the claims of RBC and BDC.

(E) Further Considerations

We understand that BDC held additional security over certain other real property, more particularly, PID 729111. However, said real property was subject to the exercise of the Power of Sale provisions contained in a certain mortgage amongst BDC and D&P Gooder Holding

Ltd. and not subject to the Receivership Proceedings. Accordingly, we have not considered same in the rendering of this opinion.

The Notice of Lease registered against the Real Property in favour of (TVI) Titan Venture International Inc. on October 31, 2008 specified a five-year term starting July 1, 2008 with an option to renew for a further term as specified. Accordingly, the Lease/Notice of Lease expired at the latest on June 30, 2018 and the Certificate of Registered Ownership did not reveal the existence of any renewals or extensions beyond June 30, 2018.

Reliance

The opinions expressed herein are provided solely for the benefit of the Receiver to exercise its duties as Court-appointed Receiver. This letter may not be relied upon by any other person in connection with this or another matter, nor may it be quoted from or referred to in any other document (public or private) or be filed with any governmental departments or agency or other regulatory body or authority, without our prior written consent; provided however, that some or all of these opinions may be referred to in any reports filed with the court for purposes of seeking such approvals as the Monitor may reasonably request in furtherance of its duties and obligations. This letter is given as of the date hereof and we disclaim any obligations or undertaking to advise the addressees or any other person of any change in fact or law which may come to our attention after the date hereof.

COX & PALMER

A handwritten signature in blue ink that reads "Cox + Palmer". The signature is written in a cursive, flowing style.

SCHEDULE "A"

Searches

PERSONAL PROPERTY

The following is a summary of the result of a search conducted for registrations of personal security under the PPSA in the Province current as of September 25, 2025):

New Brunswick			
Secured Party	Debtor(s)	Collateral/Document Description	Registration Number and Date/Expiry Date
Business Development Bank of Canada	D&P Gooder Holding Ltd.	A security interest is taken in all the debtor's present and after-acquired personal property, except consumer goods, subject to only to priority on inventory and accounts receivable to the lender extending a line of credit. In accordance with an Intercreditor Agreement with the Toronto-Dominion Bank dated August 18, 2017.	Original: 29455136 Date: 2017-09-01 Expiry: 2046-09-01
Business Development Bank of Canada	D&P Gooder Holding Ltd.	All present and after acquired personal property Serial Numbered Collateral: 56409329 Collateral Type: Motor Vehicle Description: 2019 TCM Diesel Forklift FD25Z2 Serial Numbered Collateral: 1A230763 Collateral Type: Motor Vehicle Description: 2019 Raymond Forklift RR 5000	Original: 32581712 Date: 2019-08-14 Expiry: 2047-08-14

Royal Bank of Canada	D&P Gooder Holding Ltd.	A Security Interest is taken in all of the Debtor's present and after-acquired personal property.	Original: 35366467 Date: 2021-06-10 Expiry: 2026-06-10
Business Development Bank of Canada	D&P Gooder Holding Ltd.	A security interest is taken in all of the Debtor's present and after-acquired personal property.	Original: 40733222 Date: 2024-10-17 Expiry: 2029-10-17
Business Development Bank of Canada	lfoodequipment.com Inc.	A security interest is taken in all the debtor's present and after-acquired personal property, except consumer goods, subject to only to priority on inventory and accounts receivables to the lender extending a line of credit. In accordance with an Intercreditor Agreement with the Toronto-Dominion Bank dated August 18, 2027.	Original: 29455540 Date: 2017-09-01 Expiry: 2046-09-01
Bodkin, a division of Bennington Financial Corp.	lfoodequipment.com Inc.	PURSUANT TO LEASE AGREEMENT 50008507, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50008507 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY,	Original: 33155912 Date: 2019-12-30 Expiry: 2025-12-30

		<p>GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING L4330.</p> <p>Serial Numbered Collateral: L433032962 Collateral Type: Motor Vehicle Description: 2004 Kubota L4330</p>	
Royal Bank of Canada	ifoodequipment.com Inc.	A security interest is taken in all of the debtor's present and after-acquired personal property	<p>Original: 35366442 Date: 2021-06-10 Expiry: 2026-06-10</p>
The Bank of Nova Scotia	ifoodequipment.com Inc.	<p>Our security is limited to the Motor Vehicles Listed above and the proceeds of those vehicles</p> <p>Serial Numbered Collateral: 3GTU2MECXJG175875 Collateral Type: Motor Vehicle Description: 2018 GMC Sierra 1500</p>	<p>Original: 36282622 Date: 2021-12-29 Expiry: 2025-12-29</p>

<p>Bodkin, a division of Bennington Financial Corp.</p>	<p>lfoodequipment.com Inc. IFood Equipment</p>	<p>PURSUANT TO LEASE AGREEMENT 50019011, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50019011 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING HELI FG50PA PROPANE FORKLIFT S/N:23025E1897</p>	<p>Original: 36540177 Date: 2022-03-08 Expiry: 2027-03-08</p>
<p>Sonoma Capital Corp</p>	<p>lfoodequipment.com Inc.</p>	<p>ALL 2013 RAM 1500 TRUCK WITH RELATED COMPONENTS 1C6RR7ST4DS692228 AND RELATED COMPONENTS OF EVERY NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER</p>	<p>Original: 40376741 Date: 2024-07-31 Expiry: 2028-07-31</p>

		223129, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.	
EFI Sales Inc.	lfoodequipment.com Inc.	All items provided by EFI Sales Inc. to lfoodequipment.com Inc., including the items with the serial numbers and descriptions set out below: **see PPRS Search Result for full description**	Original: 40665085 Date: 2024-10-03 Expiry: 2029-10-03
Business Development Bank of Canada	lfoodequipment.com Inc.	A security interest is taken in all of the Debtor's present and after-acquired personal property.	Original: 40733230 Date: 2024-10-17 Expiry: 2029-10-17
Business Development Bank of Canada	IBC Food Equipment, Inc.	As security interest is taken in all of the Debtor's present and after-acquired property.	Original: 33651753 Date: 2020-05-25 Expiry: 2046-05-25
Royal Bank of Canada	IBC Food Equipment, Inc.	A security interest is taken in all of the Debtor's present and after-acquired personal property.	Original: 35366459 Date: 2021-06-10 Expiry: 2026-06-10

REAL PROPERTY

We have reviewed the Certificate of Registered Ownership (the “CRO”) in relation to the Real Property charged in favour of RBC. The CRO (as of July 4, 2025) revealed the following:

New Brunswick		
Owner	PID	Encumbrances
D & P Gooder Holding Ltd.	00729129	<p>(TVI) Titan Ventures International Inc. 112 Royal Oaks BLVD Moncton, NB E1H 3P2 Lessee Lease, Notice of Lease or Sub-Lease Westmorland 2008-11-19 26489444</p> <p>Royal Bank of Canada MTL SD BSC Commercial Coll Proc 7101 Du Parc AVE Floor 5th Montreal QC H3N 1X9 Mortgagee Collateral Mortgage Westmorland 2021-08-05 41620007</p> <p>Royal Bank of Canada 7101 Du Parc AVE Floor 5th Montreal QC H3N 1X9 Mortgagee Assignment of Rent Westmorland 2021-08-05 41620403</p> <p>Royal Bank of Canada 7101 Du Parc AVE Floor 5th Montreal QC H3N 1X9 Mortgagee Assignment of Rent Westmorland 2024-06-04 45000214</p>

SCHEDULE "B"

Qualifications

Our opinions herein are subject to the following qualifications, limitations and restrictions:

General Qualifications

1. The opinions expressed herein are with respect to the laws of the Province in effect on the date of this opinion. We have no responsibility or obligation to: (i) update this opinion, (ii) take into account or inform the addressee, or any other person of any changes in law, facts or other developments subsequent to this date that do or may affect the opinions we express or (iii) advise the addressee or any other person of any other change in any matter addressed in this opinion. Nor do we have any responsibility or obligation to consider the applicability or correctness of this opinion to any person other than the addressees and their respective successors and permitted assigns under the Documentation.

Enforceability Qualifications

2. The enforceability of the Security is subject to bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium and other similar laws of general application affecting the enforcement of creditors' rights generally.
3. The enforceability of the Security is subject to general equitable principles, including the fact that the availability of equitable remedies, such as injunctive relief and specific performance, is in the discretion of a court.
4. The validity, enforceability and the binding nature of the Security and the rights and remedies created by them are subject to the powers of a court to grant relief from forfeiture, to stay proceedings before it and to stay executions on judgments.
5. Notwithstanding any of the provisions of the Security, under the Applicable Laws the Lenders may be required to give the Debtors a reasonable time to repay the obligations under the Security following a demand for repayment or other acceleration of its obligations prior to taking any action to enforce any right of repayment or before exercising any of the rights and remedies expressed to be exercisable in the Security.
6. Any right of any person under the Security to exercise its sole discretion will not prevent a court from requiring that such discretion be exercised reasonably.
7. We express no opinion as to the enforceability of any provision of the Security which requires a party to pay, or to indemnify, another party for the costs and expenses of such party in connection with judicial proceedings, since such a provision may derogate from a court's discretion to determine by whom and to what extent those costs and expenses should be paid.

8. Notwithstanding any provision to the contrary in any of the Security, a receiver or receiver and manager appointed pursuant to the Security may be treated as the agent of the Lenders for certain purposes and not solely the agent of the Borrower.
9. We express no opinion as to the enforceability of any provision of any of the Security which purports to sever any provision which is invalid, unenforceable or prohibited under applicable law without affecting the validity or enforceability of the remainder of the Security.
10. A court may require each of the Lenders to conduct itself in a commercially reasonable manner.
11. The enforceability of any provision contained in the Security that provides that a determination or a calculation made by a person is conclusive and binding on any other person may be limited by law.
12. It may be necessary in connection with the enforcement by the Lenders of the Security for any person proposing to own or operate all or any part of the Collateral to obtain or effect any regulatory licence, franchise, permit, consent, approval, registration or other authorization or exemption under the Applicable Laws or the terms of any agreement or document.
13. The Province's courts have the right to decline jurisdiction in any action relating to the Security on the basis that the Province is an inconvenient forum or that concurrent proceedings have been brought elsewhere notwithstanding an explicit choice of forum clause in the Security.

Security Qualifications

14. We have not verified the existence of any of the personal property charged by the Security nor the accuracy of the descriptions of any such property, and express no opinion as to the ownership of or title to any personal property charged by the Debtors.
15. We express no opinion as to the rank or priority of any security interest created by the Security in and to the Collateral.
16. We express no opinion as to the creation, validity or perfection of any security interests or other interest in, nor have we effected any registrations, filings, or searches in any office of public record, with respect to any fixtures, crops or mineral claims.
17. The PPSA imposes certain obligations on secured creditors that cannot be varied by contract. The PPSA may also affect the enforcement of certain rights and remedies contained in the Security to the extent that those rights and remedies are inconsistent with or contrary to the PPSA or the PPSA contains provisions that impose obligations on the Lenders or their respective agent(s) which are not dealt with in the Security.
18. We express no opinion as to the enforceability or creation of any mortgage, charge, pledge, assignment or security interest, with respect to:

- (a) any contractual rights which, by their terms, or
- (b) any collateral which, by its nature,

cannot be assigned or become the subject of a mortgage, charge, pledge, assignment or security interest without the consent, authorization or approval of third parties.

19. To the extent that the personal property charged by the Security includes goods which pursuant to the requirements of the PPSA or the regulations thereunder must be identified in the financing statement by serial number (namely, motor vehicles, trailers, mobile homes, aircraft, boats or outboard motors for boats) to obtain the maximum level of protection under the PPSA, then to the extent that such personal property is not so described in the financing statement, the security interests of the Lenders therein will be protected only against execution creditors, trustees in bankruptcy and other unsecured creditors and their agents but not against other secured creditors who file financing statements or notice of judgment as the case may be that describe the personal property by serial number or who perfect their security interest by way of possession, or against buyers of such personal property without knowledge of the Lenders' security interest.
20. Notwithstanding the security interests created by the Security have been perfected by registration of financing statements:
 - (a) those security interests in instruments, securities, chattel paper, money and negotiable documents of title (each as defined in the PPSA) will be defeated by certain claimants obtaining possession of that property in the circumstances described in the PPSA, Securities Transfer Act, applicable in each of the Province, or the *Bills of Exchange Act (Canada)*, as applicable; and
 - (b) those security interests in goods (as defined in the PPSA) will be defeated by certain claimants to whom the applicable debtor sells or leases those goods in the ordinary course of business in the circumstances described in the PPSA.
21. We express no opinion as to whether a security interest may be created in property consisting of a licence, including, but not limited to, a fishing or processing licence, approval, privilege, franchise, permit, quota, lease or agreement to the extent that the terms of such property or any applicable law prohibit its assignment or require, as a condition of its assignability, a consent, approval or other authorization or registration which has not been made or given.
22. No opinion is expressed as to the perfection of any security interests in any personal property charged by the Security to the extent the security agreement with respect to such collateral is governed by the provisions of an Act of Parliament, including without limitation, the *Patent Act (Canada)*, the *Trade-marks Act (Canada)*, the *Industrial Designs Act (Canada)*, the *Integrated Circuit Topography Act (Canada)*, the *Copyright Act (Canada)*, the *Plant Breeders' Rights Act (Canada)*, the *Canada Shipping Act (Canada)*, the *Canada Transportation Act (Canada)* and the *Bank Act (Canada)* and no

registrations or filings have been made in respect of any security interests in any such collateral thereunder.

23. If the Collateral or any proceeds thereof now or hereafter include money, an instrument, a security, a negotiable document of title or chattel paper, the security interest therein should be perfected by possession or exercising control pursuant to the Securities Transfer Act applicable in each of the Province in order to maintain the effectiveness of such security interest as against third parties.
24. If the Collateral or any proceeds thereof includes goods that become affixed to land, a notice will be required to be registered in the appropriate land registration office.
25. An assignment of intangible or chattel paper will not be binding upon the account debtor to the extent that the intangible or chattel paper is paid or otherwise discharged before a notice of the assignment is, in fact, given to the account debtor together with a direction to pay same to the Lenders.
26. The security interests created by the Security may not be enforceable in respect of proceeds that are not identifiable or traceable.
27. The effectiveness of the terms contained in the Security exculpating a person from liability or duty otherwise owed and requiring a person to indemnify or reimburse another person may not be enforced by a court.
28. No opinion is expressed as to the perfection of any security interest in any collateral to which the PPSA does not apply.
29. If the collateral charged under the Security or any proceeds thereof now or hereafter includes an interest or claim in or under any contract of annuity or policy of insurance, no opinion is expressed herein as to the creation, validity or perfection of the security interest therein other than in respect of the transfer of a right to money or other value payable under a policy of insurance as indemnity or compensation for loss of or damage to property or the proceeds thereof.
32. To the extent that the security interests created under the Security:
 - (a) attach an Intangible;
 - (b) attach Goods which are of a type that are normally used in more than one jurisdiction, if such Goods are classified as Equipment or Inventory which are leased or held for lease to others by the relevant borrower; or
 - (c) is a non-possessory security interest in a Security, Chattel Paper, a negotiable Document of Title, an Instrument or Money;

the validity, perfection and effect of perfection or non-perfection of the security interest is governed by the laws of the jurisdiction in which the relevant borrower's place of business is located or, in the event it has more than one place of business, at its chief

executive office at the time at which the security interest attaches (capitalized words have the meaning prescribed thereto in the PPSA).

33. No opinion is expressed as to the validity or enforceability of the Security with respect to debts, claims, demands or other rights which by their terms are not assignable. We have not conducted any inquiries or made any investigations with respect to the consents or approvals which may be required in connection with the assignment of any contractual interests assigned under the Security.

APPENDIX F – BDC SECURITY OPINION

SOLICITOR CLIENT PRIVILEGED

STRICTLY PRIVATE & CONFIDENTIAL

October 16, 2025

Deloitte Restructuring Inc.
1741 Lower Water Street, Suite 800
Halifax, Nova Scotia
B3J 0J2

Attention: James Foran, CPA, CA, CIRP, LIT

Re: Security Review – Ifoodequipment.com et al.
File No.: 50070282.00001

In connection with the Receivership of IfoodEquipment.com Inc., D&P Gooder Holding Ltd. and IBC Food Equipment, Inc. (each a “Debtor” and collectively, the “Debtors”) you have asked us, in your capacity as Court-Appointed Receiver (the “Receiver”) of the Debtors to review certain security delivered by the Debtors to the Royal Bank of Canada (“RBC”) in respect to the obligations set out in the Security (as defined below) delivered pursuant to certain loan and security agreements entered into among the Debtors as borrowers and RBC as Lender.

DOCUMENTS REVIEWED

We have reviewed copies of the following loan and security documents:

D&P Gooder Holding Ltd.

1. Credit Agreement dated July 21, 2021;
2. Guarantee and Postponement of Claim dated July 22, 2021;
3. Guarantee and Postponement of Claim - \$1,222,000.00 dated July 22, 2021;
4. General Security Agreement dated June 16, 2021;
5. Collateral Mortgage dated August 4, 2021, registered against PID 00729129 (the “Real Property”) in the Westmorland Land Titles office on August 5, 2024 as document number 41620007 (the “2021 Collateral Mortgage”);
6. Assignment of Rents dated August 4, 2021, registered against the Real Property in the Westmorland Land Titles Office on August 5, 2021 as document number 41620403 (the “GARL”)

7. Collateral Mortgage dated May 31, 2024, registered against the Real Property in the Westmorland Land Titles office on June 4, 2024, as document number 45000214 (the “**2024 Collateral Mortgage**”);
8. Priority Agreement amongst Business Development Bank of Canada (“**BDC**”), RBC and D&P Gooder Holding Inc. dated July 13, 2021 postponing the security held by BDC in the Accounts Receivables and the Inventory of the Subject Debtor in favour of RBC;

IBC Food Equipment, Inc.

9. Credit Agreement dated June 16, 2021;
10. Guarantee and Postponement of Claim dated June 16, 2021;
11. General Security Agreement dated June 16, 2021;
12. Priority Agreement amongst BDC, RBC and IBC Food Equipment, Inc dated July 13, 2021 postponing the security held by BDC in the Accounts Receivables and the Inventory of the subject Debtor in favour of RBC;

lfoodequipment.com Inc.

13. Credit Agreement dated June 16, 2021;
14. Guarantee and Postponement of Claim dated June 16, 2021;
15. General Security Agreement dated June 16, 2021;
16. Guarantee and Postponement of Claim - \$1,250,000.00 dated June 16, 2021;
17. Priority Agreement amongst BDC, RBC and lfoodequipment.com Inc dated July 7, 2021 postponing the security held by BDC in the Accounts Receivables and the Inventory of the subject Debtor in favour of RBC;

(Documents 1, 2, 3, 8, 9, 11, 12 and 14 are hereinafter referred to as the “**Loan Documents**”, documents 4, 5, 6, 7, 10 and 13 are hereinafter referred to as the “**Security**” and documents 8, 12, 17 are hereinafter referred to as the “**Priority Agreements**”).

SEARCHES AND INVESTIGATIONS

We have made searches (the “**Searches**”) and enquiries in the Province of New Brunswick, (the “**Province**”) in connection with each of the Debtors. All searches and enquiries have been obtained through public offices and registries of the Province and registries of the federal government of Canada.

Our search summaries report for each the Debtors is attached as Schedule "A". Please let us know if you want copies of any of the searches referenced or if you have any questions or concerns.

DEFINITIONS

Terms used herein and not otherwise defined, which are defined in the *Personal Property Security Act* (New Brunswick) (the "PPSA") shall, unless the context otherwise requires, have the meaning ascribed thereto in the PPSA.

LAWS ADDRESSED

Our opinions are limited to the laws of the Province and the federal laws of Canada applicable therein (collectively, the "**Applicable Laws**"). Accordingly, we express no opinion as to the laws of any other jurisdiction. Without limiting the generality of the immediately preceding sentence, we express no opinion with respect to the laws of any other jurisdiction to the extent that those laws may govern the validity, perfection, effect of perfection or non-perfection, priority or enforcement of any security interests created by the Security as a result of the application of Applicable Laws conflict of laws rules. In addition, we express no opinion whether, under those conflict of laws rules, the Applicable Laws would govern the validity, perfection, effect of perfection or non-perfection, priority or enforcement of those security interests.

ASSUMPTIONS

In giving this opinion, we have made the following assumptions:

1. the genuineness of all signatures, the legal capacity of individuals signing any documents, the authenticity of all documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as certified, conformed, faxed, electronic, photostatic or scanned copies;
2. that the Security has been duly authorized, executed and delivered by each of the parties thereto and constitute valid and legally binding obligations of each party thereto enforceable against each such party (other than the Debtors) in accordance with their terms;
3. all facts set forth in the official public records, indices, filing systems, certificates and other documents supplied by public officials are complete, true and accurate;
4. with respect to the Security, that RBC has given value, the Debtors have rights in the Collateral (as hereinafter defined) and that the Debtors and RBC have not agreed orally or in writing to postpone the time for attachment of the security interests referred to in the Security;
5. that the Loan Documents and the obligations of each Debtor, payment or performance of which is secured by the Security, constitutes legal, valid and binding obligations of the parties thereto, enforceable against each in accordance with its terms; and

6. the accuracy and currency of the indices and filing systems maintained at the public offices where we have searched or inquired or have caused searches or inquiries to be conducted.

OPINIONS

Based and relying upon and subject to the foregoing and subject to the qualifications set out below, Cox & Palmer is of the opinion that:

1. The Security constitutes legal, valid and binding agreements of the applicable Debtor party thereto, enforceable against it in accordance with its terms;
2. The Security creates a security interest in favour of RBC in the collateral as described in the Security to which the PPSA applies (collectively, the “**Collateral**”) intended to be charged thereby in which the Debtors now have rights, and is sufficient to create a security interest in favour of RBC in the Collateral in which the Debtors hereafter acquire rights when those rights are acquired by the Debtors, to secure payment and performance of the obligations described therein as being secured thereby;
3. Registration has been made in all public offices provided for under the Applicable Laws where such registration is necessary or desirable to preserve, protect or perfect the security interests created by the Security in favour of RBC in the Collateral; and
4. The 2021 Collateral Mortgage creates a first charge collateral mortgage on the Real Property and each of the GARL and the 2024 Collateral Mortgage respectively create a second and third charge against the Real Property.

QUALIFICATIONS

Our opinion is subject to the qualifications set out in Schedule “B” hereto.

The opinions expressed in paragraph 4 above with respect to priority are subject to prior registered encumbrances listed on the certificates of registered ownership and the overriding incidents set out in subsection 17(4) of the *Land Titles Act* (New Brunswick).

In connection with the foregoing opinions, we have not been advised of any facts which would permit annulment of the Security under Section 95 of the BIA. In particular, we have no information which would lead us to assume that the Debtor was insolvent on any of the dates upon which it purported to grant security, that the Security were otherwise entered into in fraud of creditors’ rights, or that the Debtors and Lender were not dealing at arms length.

DISCUSSION

(A) Obligations secured by the Security

The Security to which each Debtor is a party provides that the security interests granted by such Debtor secure, among other things, the due payment and performance of the obligations of the applicable Debtor to RBC pursuant to the Loan Documents.

(B) Collateral subject to the Security

The Security to which each Debtor is a party provides that the security interests granted thereby extend to all of the present and future undertaking and Personal Property (as defined in such Security) including all right, title and interest of such Debtor in such property at any time owned, leased, licensed, possessed or acquired by such Debtor, or in which such Debtor at any time has any interest or to which such Debtor is or may at any time become entitled and all accessions thereto, and all proceeds thereof, in any such case wherever located but specifically excluding personal property that is Intellectual Property (as defined therein) except that personal property shall include the proceeds of Intellectual Property.

(C) Registrations disclosed by search results

The Search discloses registrations against each of the Debtors in favour of RBC under the PPSA as set forth in Schedule "A".

(d) Priorities

RBC's registered interest was registered after the interest of BDC on all personal property of each of the debtor, which interest of BDC excludes consumer goods, and subject to priority on inventory and accounts receivable to the lender extending a line of credit ("**BDC Security**"). In accordance with the Priority Agreements, the BDC Security is subordinated to the Security in relation to each of the Debtor's respective Accounts Receivables and Inventory (as defined in the said Priority Agreements).

BDC's registered interest further references a priority agreement among BDC and the Toronto-Dominion Bank dated August 18, 2017 however, our Searches have revealed no current registrations in favour of Toronto-Dominion Bank.

There are also registrations which may relate to purchase money security interests ("**PMSI**") in certain specific equipment that would give those creditors listed in such registrations priority over the claims of RBC.

The Notice of Lease registered against the Real Property in favour of (TVI) Titan Venture International Inc. on October 31, 2008 specified a five-year term starting July 1, 2008 with an option to renew for a further term as specified. Accordingly, the Lease/Notice of Lease expired at the latest on June 30, 2018 and the Certificate of Registered Ownership did not reveal the existence of any renewals or extensions beyond June 30, 2018.

Reliance

The opinions expressed herein are provided solely for the benefit of the Receiver to exercise its duties as Court-appointed Receiver. This letter may not be relied upon by any other person in connection with this or another matter, nor may it be quoted from or referred to in any other document (public or private) or be filed with any governmental departments or agency or other

regulatory body or authority, without our prior written consent; provided however, that some or all of these opinions may be referred to in any reports filed with the court for purposes of seeking such approvals as the Receiver may reasonably request in furtherance of its duties and obligations. This letter is given as of the date hereof and we disclaim any obligations or undertaking to advise the addressees or any other person of any change in fact or law which may come to our attention after the date hereof.

COX & PALMER

Cox + Palmer

SCHEDULE "A"

Searches

PERSONAL PROPERTY

The following is a summary of the result of a search conducted for registrations of personal security under the PPSA in the Province current as of September 25, 2025):

New Brunswick			
Secured Party	Debtor(s)	Collateral/Document Description	Registration Number and Date/Expiry Date
Business Development Bank of Canada	D&P Gooder Holding Ltd.	A security interest is taken in all the debtor's present and after-acquired personal property, except consumer goods, subject to only to priority on inventory and accounts receivable to the lender extending a line of credit. In accordance with an Intercreditor Agreement with the Toronto-Dominion Bank dated August 18, 2017.	Original: 29455136 Date: 2017-09-01 Expiry: 2046-09-01
Business Development Bank of Canada	D&P Gooder Holding Ltd.	All present and after acquired personal property Serial Numbered Collateral: 56409329 Collateral Type: Motor Vehicle Description: 2019 TCM Diesel Forklift FD25Z2 Serial Numbered Collateral: 1A230763 Collateral Type: Motor Vehicle Description: 2019 Raymond Forklift RR 5000	Original: 32581712 Date: 2019-08-14 Expiry: 2047-08-14

Royal Bank of Canada	D&P Gooder Holding Ltd.	A Security Interest is taken in all of the Debtor's present and after-acquired personal property.	Original: 35366467 Date: 2021-06-10 Expiry: 2026-06-10
Business Development Bank of Canada	D&P Gooder Holding Ltd.	A security interest is taken in all of the Debtor's present and after-acquired personal property.	Original: 40733222 Date: 2024-10-17 Expiry: 2029-10-17
Business Development Bank of Canada	lfoodequipment.com Inc.	A security interest is taken in all the debtor's present and after-acquired personal property, except consumer goods, subject to only to priority on inventory and accounts receivables to the lender extending a line of credit. In accordance with an Intercreditor Agreement with the Toronto-Dominion Bank dated August 18, 2027.	Original: 29455540 Date: 2017-09-01 Expiry: 2046-09-01
Bodkin, a division of Bennington Financial Corp.	lfoodequipment.com Inc.	PURSUANT TO LEASE AGREEMENT 50008507, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50008507 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY,	Original: 33155912 Date: 2019-12-30 Expiry: 2025-12-30

		<p>GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING L4330.</p> <p>Serial Numbered Collateral: L433032962 Collateral Type: Motor Vehicle Description: 2004 Kubota L4330</p>	
Royal Bank of Canada	ifoodequipment.com Inc.	A security interest is taken in al of the debtor's present and after-acquired personal property	<p>Original: 35366442 Date: 2021-06-10 Expiry: 2026-06-10</p>
The Bank of Nova Scotia	ifoodequipment.com Inc.	<p>Our security is limited to the Motor Vehicles Listed above and the proceeds of those vehicles</p> <p>Serial Numbered Collateral: 3GTU2MECXJG175875 Collateral Type: Motor Vehicle Description: 2018 GMC Sierra 1500</p>	<p>Original: 36282622 Date: 2021-12-29 Expiry: 2025-12-29</p>

<p>Bodkin, a division of Bennington Financial Corp.</p>	<p>ifoodequipment.com Inc. IFood Equipment</p>	<p>PURSUANT TO LEASE AGREEMENT 50019011, ALL PRESENT AND FUTURE EQUIPMENT ENCOMPASSED BY LEASE AGREEMENT 50019011 TOGETHER WITH ALL ATTACHMENTS ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO AND ALL PROCEEDS OF EVERY TYPE, ITEM OR KIND IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH COLLATERAL INCLUDING WITHOUT LIMITATION TRADE-INS, EQUIPMENT, INVENTORY, GOODS, NOTES, CHATTEL PAPER, CONTRACT RIGHTS, ACCOUNTS, RENTAL PAYMENTS, SECURITIES, INTANGIBLES, DOCUMENTS OF TITLE AND MONEY AND ALL PROCEEDS OF PROCEEDS AND A RIGHT TO ANY INSURANCE PAYMENT AND ANY OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR THE PROCEEDS OF THE COLLATERAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING HELI FG50PA PROPANE FORKLIFT S/N:23025E1897</p>	<p>Original: 36540177 Date: 2022-03-08 Expiry: 2027-03-08</p>
<p>Sonoma Capital Corp</p>	<p>ifoodequipment.com Inc.</p>	<p>ALL 2013 RAM 1500 TRUCK WITH RELATED COMPONENTS 1C6RR7ST4DS692228 AND RELATED COMPONENTS OF EVERY</p>	<p>Original: 40376741 Date: 2024-07-31</p>

		NATURE OR KIND DESCRIBED IN AGREEMENT NUMBER 223129, BETWEEN THE SECURED PARTY AND THE DEBTOR, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, SUBSTITUTIONS AND PROCEEDS OF ANY KIND DERIVED DIRECTLY OR INDIRECTLY THEREFROM.	Expiry: 2028-07-31
EFI Sales Inc.	lfoodequipment.com Inc.	All items provided by EFI Sales Inc. to lfoodequipment.com Inc., including the items with the serial numbers and descriptions set out below: **see PPRS Search Result for full description**	Original: 40665085 Date: 2024-10-03 Expiry: 2029-10-03
Business Development Bank of Canada	lfoodequipment.com Inc.	A security interest is taken in all of the Debtor's present and after-acquired personal property.	Original: 40733230 Date: 2024-10-17 Expiry: 2029-10-17
Business Development Bank of Canada	IBC Food Equipment, Inc.	As security interest is taken in all of the Debtor's present and after-acquired property.	Original: 33651753 Date: 2020-05-25 Expiry: 2046-05-25
Royal Bank of Canada	IBC Food Equipment, Inc.	A security interest is taken in all of the Debtor's present and after-acquired personal property.	Original: 35366459 Date: 2021-06-10 Expiry: 2026-06-10

REAL PROPERTY

We have reviewed the Certificate of Registered Ownership (the “CRO”) in relation to the Real Property charged in favour of RBC. The CRO (as of July 4, 2025) revealed the following:

New Brunswick		
Owner	PID	Encumbrances
D & P Gooder Holding Ltd.	00729129	<p>(TVI) Titan Ventures International Inc. 112 Royal Oaks BLVD Moncton, NB E1H 3P2 Lessee Lease, Notice of Lease or Sub-Lease Westmorland 2008-11-19 26489444</p> <p>Royal Bank of Canada MTL SD BSC Commercial Coll Proc 7101 Du Parc AVE Floor 5th Montreal QC H3N 1X9 Mortgagee Collateral Mortgage Westmorland 2021-08-05 41620007</p> <p>Royal Bank of Canada 7101 Du Parc AVE Floor 5th Montreal QC H3N 1X9 Mortgagee Assignment of Rent Westmorland 2021-08-05 41620403</p> <p>Royal Bank of Canada 7101 Du Parc AVE Floor 5th Montreal QC H3N 1X9 Mortgagee Assignment of Rent Westmorland 2024-06-04 45000214</p>

SCHEDULE "B"

Qualifications

Our opinions herein are subject to the following qualifications, limitations and restrictions:

General Qualifications

1. The opinions expressed herein are with respect to the laws of the Province in effect on the date of this opinion. We have no responsibility or obligation to: (i) update this opinion, (ii) take into account or inform the addressee, or any other person of any changes in law, facts or other developments subsequent to this date that do or may affect the opinions we express or (iii) advise the addressee or any other person of any other change in any matter addressed in this opinion. Nor do we have any responsibility or obligation to consider the applicability or correctness of this opinion to any person other than the addressees and their respective successors and permitted assigns under the Documentation.

Enforceability Qualifications

2. The enforceability of the Security is subject to bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium and other similar laws of general application affecting the enforcement of creditors' rights generally.
3. The enforceability of the Security is subject to general equitable principles, including the fact that the availability of equitable remedies, such as injunctive relief and specific performance, is in the discretion of a court.
4. The validity, enforceability and the binding nature of the Security and the rights and remedies created by them are subject to the powers of a court to grant relief from forfeiture, to stay proceedings before it and to stay executions on judgments.
5. Notwithstanding any of the provisions of the Security, under the Applicable Laws RBC may be required to give the Debtors a reasonable time to repay the obligations under the Security following a demand for repayment or other acceleration of its obligations prior to taking any action to enforce any right of repayment or before exercising any of the rights and remedies expressed to be exercisable in the Security.
6. Any right of any person under the Security to exercise its sole discretion will not prevent a court from requiring that such discretion be exercised reasonably.
7. We express no opinion as to the enforceability of any provision of the Security which requires a party to pay, or to indemnify, another party for the costs and expenses of

such party in connection with judicial proceedings, since such a provision may derogate from a court's discretion to determine by whom and to what extent those costs and expenses should be paid.

8. Notwithstanding any provision to the contrary in any of the Security, a receiver or receiver and manager appointed pursuant to the Security may be treated as the agent of RBC for certain purposes and not solely the agent of the Borrower.
9. We express no opinion as to the enforceability of any provision of any of the Security which purports to sever any provision which is invalid, unenforceable or prohibited under applicable law without affecting the validity or enforceability of the remainder of the Security.
10. A court may require RBC to conduct itself in a commercially reasonable manner.
11. The enforceability of any provision contained in the Security that provides that a determination or a calculation made by a person is conclusive and binding on any other person may be limited by law.
12. It may be necessary in connection with the enforcement by RBC of the Security for any person proposing to own or operate all or any part of the Collateral to obtain or effect any regulatory licence, franchise, permit, consent, approval, registration or other authorization or exemption under the Applicable Laws or the terms of any agreement or document.
13. The Province's courts have the right to decline jurisdiction in any action relating to the Security on the basis that the Province is an inconvenient forum or that concurrent proceedings have been brought elsewhere notwithstanding an explicit choice of forum clause in the Security.

Security Qualifications

14. We have not verified the existence of any of the personal property charged by the Security nor the accuracy of the descriptions of any such property, and express no opinion as to the ownership of or title to any personal property charged by the Debtors.
15. We express no opinion as to the rank or priority of any security interest created by the Security in and to the Collateral.
16. We express no opinion as to the creation, validity or perfection of any security interests or other interest in, nor have we effected any registrations, filings, or searches in any office of public record, with respect to any fixtures, crops or mineral claims.
17. The PPSA imposes certain obligations on secured creditors that cannot be varied by contract. The PPSA may also affect the enforcement of certain rights and remedies contained in the Security to the extent that those rights and remedies are inconsistent with or contrary to the PPSA or the PPSA contains provisions that impose obligations on RBC or its agent(s) which are not dealt with in the Security.

18. We express no opinion as to the enforceability or creation of any mortgage, charge, pledge, assignment or security interest, with respect to:
- (a) any contractual rights which, by their terms, or
 - (b) any collateral which, by its nature,
- cannot be assigned or become the subject of a mortgage, charge, pledge, assignment or security interest without the consent, authorization or approval of third parties.
19. To the extent that the personal property charged by the Security includes goods which pursuant to the requirements of the PPSA or the regulations thereunder must be identified in the financing statement by serial number (namely, motor vehicles, trailers, mobile homes, aircraft, boats or outboard motors for boats) to obtain the maximum level of protection under the PPSA, then to the extent that such personal property is not so described in the financing statement, the security interests of RBC therein will be protected only against execution creditors, trustees in bankruptcy and other unsecured creditors and their agents but not against other secured creditors who file financing statements or notice of judgment as the case may be that describe the personal property by serial number or who perfect their security interest by way of possession, or against buyers of such personal property without knowledge of RBC's security interest.
20. Notwithstanding the security interests created by the Security have been perfected by registration of financing statements:
- (a) those security interests in instruments, securities, chattel paper, money and negotiable documents of title (each as defined in the PPSA) will be defeated by certain claimants obtaining possession of that property in the circumstances described in the PPSA, Securities Transfer Act, applicable in each of the Province, or the *Bills of Exchange Act (Canada)*, as applicable; and
 - (b) those security interests in goods (as defined in the PPSA) will be defeated by certain claimants to whom the applicable debtor sells or leases those goods in the ordinary course of business in the circumstances described in the PPSA.
21. We express no opinion as to whether a security interest may be created in property consisting of a licence, including, but not limited to, a fishing or processing licence, approval, privilege, franchise, permit, quota, lease or agreement to the extent that the terms of such property or any applicable law prohibit its assignment or require, as a condition of its assignability, a consent, approval or other authorization or registration which has not been made or given.
22. No opinion is expressed as to the perfection of any security interests in any personal property charged by the Security to the extent the security agreement with respect to such collateral is governed by the provisions of an Act of Parliament, including without limitation, the *Patent Act (Canada)*, the *Trade-marks Act (Canada)*, the *Industrial Designs Act (Canada)*, the *Integrated Circuit Topography Act (Canada)*, the *Copyright*

Act (Canada), the *Plant Breeders' Rights Act* (Canada), the *Canada Shipping Act* (Canada), the *Canada Transportation Act* (Canada) and the *Bank Act* (Canada) and no registrations or filings have been made in respect of any security interests in any such collateral thereunder.

23. If the Collateral or any proceeds thereof now or hereafter include money, an instrument, a security, a negotiable document of title or chattel paper, the security interest therein should be perfected by possession or exercising control pursuant to the *Securities Transfer Act* applicable in each of the Province in order to maintain the effectiveness of such security interest as against third parties.
24. If the Collateral or any proceeds thereof includes goods that become affixed to land, a notice will be required to be registered in the appropriate land registration office.
25. An assignment of intangible or chattel paper will not be binding upon the account debtor to the extent that the intangible or chattel paper is paid or otherwise discharged before a notice of the assignment is, in fact, given to the account debtor together with a direction to pay same to RBC.
26. The security interests created by the Security may not be enforceable in respect of proceeds that are not identifiable or traceable.
27. The effectiveness of the terms contained in the Security exculpating a person from liability or duty otherwise owed and requiring a person to indemnify or reimburse another person may not be enforced by a court.
28. No opinion is expressed as to the perfection of any security interest in any collateral to which the PPSA does not apply.
29. If the collateral charged under the Security or any proceeds thereof now or hereafter includes an interest or claim in or under any contract of annuity or policy of insurance, no opinion is expressed herein as to the creation, validity or perfection of the security interest therein other than in respect of the transfer of a right to money or other value payable under a policy of insurance as indemnity or compensation for loss of or damage to property or the proceeds thereof.
32. To the extent that the security interests created under the Security:
 - (a) attach an Intangible;
 - (b) attach Goods which are of a type that are normally used in more than one jurisdiction, if such Goods are classified as Equipment or Inventory which are leased or held for lease to others by the relevant borrower; or
 - (c) is a non-possessory security interest in a Security, Chattel Paper, a negotiable Document of Title, an Instrument or Money;

the validity, perfection and effect of perfection or non-perfection of the security interest is governed by the laws of the jurisdiction in which the relevant borrower's place of

business is located or, in the event it has more than one place of business, at its chief executive office at the time at which the security interest attaches (capitalized words have the meaning prescribed thereto in the PPSA).

33. No opinion is expressed as to the validity or enforceability of the Security with respect to debts, claims, demands or other rights which by their terms are not assignable. We have not conducted any inquiries or made any investigations with respect to the consents or approvals which may be required in connection with the assignment of any contractual interests assigned under the Security.

APPENDIX G – APPOINTMENT CERTIFICATES



Industry Canada

Industrie Canada

Office of the Superintendent
of Bankruptcy Canada

Bureau du surintendant
des faillites Canada

District of NEW BRUNSWICK
Division No. 04 - Moncton
Court No. 26669
Estate No. 51-3242721

In the Matter of the Bankruptcy of:
D&P Gooder Holding Ltd.

Debtor

DELOITTE RESTRUCTURING INC/RESTRUCTURATION DELOITTE

Licensed Insolvency Trustee

ORDINARY ADMINISTRATION

Security: \$^{1,000,000}

Date of Bankruptcy: July 2, 2025, 07:55

Meeting of Creditors: July 18, 2025, 10:15
Atlantic Standard Time
via Conference Call, NEW BRUNSWICK

Chair: Trustee

Designated Person: Deloitte Restructuring Inc. Receiver for
D&P Gooder Holding Ltd

CERTIFICATE OF FILING OF A BANKRUPTCY ORDER - Section 43

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify, that:

- the aforementioned trustee, filed for my endorsement, a bankruptcy order appointing the trustee under section 43(9) of the Bankruptcy and Insolvency Act, Trustee of the Estate of the aforementioned Debtor;
- provisions for the avoidance of certain settlements and preferences where applicable, begin before the initial bankruptcy event date and end on the date of bankruptcy, both dates included.

The designated person is required:

- to perform all duties imposed upon a bankrupt by the Bankruptcy and Insolvency Act and in particular, attend the first meeting of creditors and upon request appear before the Official Receiver for examination.

The said trustee is required:

- to serve upon the designated person, a copy of the bankruptcy order bearing the Official Receiver's endorsement and where applicable a notice of examination;
- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable to call in the prescribed manner, a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the Official Receiver.

Date: July 2, 2025

E-File / Dépôt électronique

Official Receiver

Maritime Centre, 1505 Barrington Street, 16th Floor, Halifax, NOVA SCOTIA, B3J 3K5, 877/376-9902



Industry Canada

Industrie Canada

Office of the Superintendent
of Bankruptcy Canada

Bureau du surintendant
des faillites Canada

District of NEW BRUNSWICK

Division No. 04 - Moncton

Court No. 26671

Estate No. 51-3242724

In the Matter of the Bankruptcy of:
lfoodequipment.com Inc.

Debtor

DELOITTE RESTRUCTURING INC/RESTRUCTURATION DELOITTE

Licensed Insolvency Trustee

ORDINARY ADMINISTRATION

Security: \$*,***

Date of Bankruptcy: July 2, 2025, 08:24

Meeting of Creditors: July 18, 2025, 10:00
Atlantic Standard Time
via Conference Call, NEW BRUNSWICK

Chair: Trustee

Designated Person: Deloitte Restructuring Inc. Receiver for
lfoodequipment.com Inc.

CERTIFICATE OF FILING OF A BANKRUPTCY ORDER - Section 43

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify, that:

- the aforementioned trustee, filed for my endorsement, a bankruptcy order appointing the trustee under section 43(9) of the Bankruptcy and Insolvency Act, Trustee of the Estate of the aforementioned Debtor;
- provisions for the avoidance of certain settlements and preferences where applicable, begin before the initial bankruptcy event date and end on the date of bankruptcy, both dates included.

The designated person is required:

- to perform all duties imposed upon a bankrupt by the Bankruptcy and Insolvency Act and in particular, attend the first meeting of creditors and upon request appear before the Official Receiver for examination.

The said trustee is required:

- to serve upon the designated person, a copy of the bankruptcy order bearing the Official Receiver's endorsement and where applicable a notice of examination;
- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable to call in the prescribed manner, a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the Official Receiver.

Date: July 2, 2025

E-File / Dépôt électronique

Official Receiver

Maritime Centre, 1505 Barrington Street, 16th Floor, Halifax, NOVA SCOTIA, B3J 3K5, 877/376-9902

Canada



Industry Canada

Industrie Canada

Office of the Superintendent
of Bankruptcy Canada

Bureau du surintendant
des faillites Canada

District of NEW BRUNSWICK

Division No. 04 - Moncton

Court No. 28670

Estate No. 51-3242723

In the Matter of the Bankruptcy of:
IBC Food Equipment Inc.

Debtor

DELOITTE RESTRUCTURING INC/RESTRUCTURATION DELOITTE

Licensed Insolvency Trustee

ORDINARY ADMINISTRATION

Security: \$*,***

Date of Bankruptcy: July 2, 2025, 08:15

Meeting of Creditors: July 18, 2025, 10:30
Atlantic Standard Time
via Conference Call, NEW BRUNSWICK

Chair: Trustee

Designated Person: Deloitte Restructuring Inc. Receiver for
IBC Food Equipment Inc.

CERTIFICATE OF FILING OF A BANKRUPTCY ORDER - Section 43

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify, that:

- the aforementioned trustee, filed for my endorsement, a bankruptcy order appointing the trustee under section 43(9) of the Bankruptcy and Insolvency Act, Trustee of the Estate of the aforementioned Debtor;
- provisions for the avoidance of certain settlements and preferences where applicable, begin before the initial bankruptcy event date and end on the date of bankruptcy, both dates included.

The designated person is required:

- to perform all duties imposed upon a bankrupt by the Bankruptcy and Insolvency Act and in particular, attend the first meeting of creditors and upon request appear before the Official Receiver for examination.

The said trustee is required:

- to serve upon the designated person, a copy of the bankruptcy order bearing the Official Receiver's endorsement and where applicable a notice of examination;
- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable to call in the prescribed manner, a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the Official Receiver.

Date: July 2, 2025

E-File / Dépôt électronique

Official Receiver

Maritime Centre, 1505 Barrington Street, 16th Floor, Halifax, NOVA SCOTIA, B3J 3K5, 877/376-9902

APPENDIX H – AFFIDAVIT OF JAMES FORAN

Court File No.: SJM-245-2024

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK
TRIAL DIVISION (In Bankruptcy and Insolvency)
JUDICIAL DISTRICT OF SAINT JOHN

IN THE MATTER OF THE RECEIVERSHIP OF:

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

-and-

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

BETWEEN:

ROYAL BANK OF CANADA

APPLICANT

- and -

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


RESPONDENT

AFFIDAVIT OF JAMES FORAN

I, James Foran, make oath and say as follows:

1. I am a Senior Vice President with Deloitte Restructuring Inc. ("**Deloitte**"), the Court Appointed Receiver in the within matter and as such, I have personal knowledge of the evidence sworn to in this affidavit except where otherwise stated to be based on information or belief.
2. I have been involved in this proceeding at Deloitte.
3. Attached hereto and marked as **Exhibit "A"** are true copies of the detailed invoices issued by Deloitte for fees and disbursements (collectively, the "**Invoices**") in this matter covering the period of January 1 to December 31, 2025 (the "**Period**").
4. As detailed in the Invoices, from the period of January 1 to December 31, 2025, Deloitte's invoiced fees inclusive of administrative expenses amount to \$126,829.06 and Deloitte incurred and invoiced disbursements in the amount of \$6,291.46, plus harmonized sales tax ("**HST**") on fees and disbursements in the amount of \$19,014.63 for a total of \$152,135.15.
5. The Invoices are a fair and accurate description of the services provided and the amounts charged by Deloitte.
6. The fees set out in the Invoices are calculated on the basis of the hours spent by Deloitte personnel, multiplied by the applicable standard hourly rates charged by Deloitte. The total time comprised in the Invoices is 256.6 hours at an average hourly rate of approximately \$479.87. To the best of my knowledge and belief, the rates charged by Deloitte throughout these proceedings are comparable to the rates charged by other insolvency firms in the Atlantic Provinces for the provisions of similar services.
7. Attached hereto and marked as **Exhibit "B"** is a schedule summarizing the billing rates, total hours and total fees charged for each professional that has completed work on this file during the Period.
8. I have reviewed the account of Deloitte and do verily believe that:
 - (a) Deloitte's professional fees and disbursements have been properly incurred and are fair and reasonable in the circumstances;
 - (b) Deloitte's fees in this matter are consistent to those charged by insolvency firms with the capacity to handle a file of comparable size and complexity;
 - (c) the work completed by Deloitte was delegated to the appropriate professionals in Deloitte with the appropriate seniority and appropriate hourly rates;
 - (d) the Invoices were provided to the Applicant when rendered and all have been approved by the Applicant, and
 - (e) the services were performed by Deloitte in a prudent and economical manner.
9. I make this affidavit in support of a motion by the Receiver, for, among other things, the approval of the fees and disbursements of Deloitte.

SWORN TO before me at Halifax, Nova Scotia
on February 9, 2026.



Commissioner of Oaths
being a Solicitor

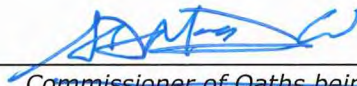
GAVIN D. F. MACDONALD
A Barrister of the Supreme
Court of Nova Scotia

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James Foran

This is Exhibit "A" referred to in the Affidavit of James Foran sworn before me on the 9th day of February, 2026.



Commissioner of Oaths being a Solicitor

GAVIN D. F. MACDONALD
A Barrister of the Supreme
Court of Nova Scotia

In the matter of the receivership of
D&P GOODER HOLDING LTD.
IFOODEQUIPMENT.COM INC.
IBC FOOD EQUIPMENT, INC.

Summary of invoices of Deloitte Restructuring Inc. ("Deloitte")
 For the period January 1 to December 31, 2025
 Prepared on January 26, 2026

Invoice #	Period	Hours	Net Fees	Average Rate	Administrative Expense	Disbursements	HST	Total
8005790709	January 1, 2025 to January 11, 2025	17.90	7,562.50	422.49	226.88	145.67	1,190.26	9,125.31
8005790710	January 12, 2025 to January 18, 2025	29.10	12,040.00	413.75	361.20	-	1,860.18	14,261.38
8005790711	January 19, 2025 to January 31, 2025	36.80	16,775.00	455.84	503.25	160.77	2,615.85	20,054.87
8006056219	February 1, 2025 to February 14, 2025	26.80	12,992.50	484.79	389.78	-	1,873.52	15,255.80
8006056226	February 17, 2025 to February 28, 2025	25.80	13,330.00	516.67	399.90	-	1,922.19	15,652.09
8006125864	March 1, 2025 to March 31, 2025	24.20	12,295.00	508.06	368.85	-	1,772.94	14,436.79
8006163206	April 1, 2025 to April 30, 2025	21.20	10,640.00	501.89	319.20	-	1,534.29	12,493.49
8006163207	May 1, 2025 to May 30, 2025	7.10	3,560.00	501.41	106.80	-	838.55	6,828.22
8006285062	June 1, 2025 to June 30, 2025	12.60	6,300.00	500.00	189.00	-	1,387.02	11,294.30
8006473372	July 1, 2025 to July 31, 2025	11.50	5,810.00	505.22	174.30	-	871.94	7,100.11
8006530561	August 1, 2025 to August 31, 2025	6.60	3,090.00	468.18	92.70	-	445.58	3,628.28
8006680829	September 1, 2025 to October 31, 2025	12.10	5,900.00	487.60	177.00	-	850.78	6,927.78
8006955666	November 1, 2025 to December 31, 2025	24.90	12,840.00	515.66	385.20	-	1,851.53	15,076.73
		256.60	123,135.00	479.87	3,694.06	6,291.46	19,014.63	152,135.15



Invoice 8005790709

Deloitte LLP
1741 Lower Water Street, Suite 800
Halifax NS B3J 0J2

Joel Robbins
Senior Manager, Special Loans & Advisory Services
Royal Bank of Canada
1871 Hollis Street, 7th Floor
Halifax NS B3J 1M7
Canada

Tel: (902) 422-8541
Fax: (902) 423-5820
www.deloitte.ca

Date: March 11, 2025
Client No.: 1136959
WBS#: ROY01958
Engagement Partner: James Foran
GST/HST Registration: 133245290RT0001
QST Registration: 1012314163TQ0001

For professional services rendered

Fees

For work performed with respect to our engagement letter dated August 16, 2024 related to D&P Gooder Holding Ltd., iFood Equipment.Com Inc.; and IBC Food Equipment, Inc. (collectively, the "iFood Group"), including but not limited to the following:

- Activity around the collection of accounts receivables including calls with customers;
- Preparation of updated interim receipts and disbursements and provide to RBC;
- Correspondence with Canada Revenue Agency;
- Discussions and coordination of viewings with potential purchasers; and
- Correspondence with Shopify and its legal counsel regarding website activity and domains transfer

Please see attached appendix for details.

HST applicable 7,562.50

Expense

Out of pocket expenses

HST applicable 145.67
Administrative Expense 226.88

Sales Tax

HST at 15.00 % 1,190.26

Total Amount Due (CAD) 9,125.31

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.

Fee Summary

For the period January 1, 2025 to January 11 2025

Professional	Position	Hours	Hourly Rate	Fees
James Foran	Senior Vice President	0.3	600.00	180.00
Mathieu Laforest	Senior Manager	9.5	500.00	4,750.00
Ian Lewis	Senior Associate	8.1	325.00	2,632.50
Total		17.9		7,562.50

Expense Type	Expense Amount
Accommodations	39.74
Meals	87.44
Miscellaneous	18.49
Total	145.67

Date	Name	Hours	Descriptions
03/01/2025	Foran, James	0.40	Call with potential purchaser re: virtual site visit, Parcel 1A, 3A, submitting an offer.
06/01/2025	O'Brien, Colleen	0.30	Discussions with Mathieu Laforest re: various matters including site visits and website, disbursement approval
06/01/2025	Laforest, Mathieu	0.60	Coordinate viewings with potential purchasers; call with a potential purchaser re: parcels for sale.
06/01/2025	Doucet, Bradley	1.40	Meeting with potential purchaser, Call with Ian Lewis : site visit arrangement, correspondence with creditor
07/01/2025	O'Brien, Colleen	1.10	Call and emails to/from Gale (Edge Food Equipment) re: submitting an offer, intellectual property, 170 Millennium Boulevard, inventory.
07/01/2025	Laforest, Mathieu	2.30	Discussions with Cox & Palmer re: website activity and domains transfer, correspondence with potential bidders, preparation of preliminary R&D report.
08/01/2025	Foran, James	1.00	Call with Jana Parker : update on collections efforts and SISP process.

Date	Name	Hours	Descriptions
08/01/2025	O'Brien, Colleen	0.80	Emails to/from potential purchasers re: NDA, data room access; review the website's key performance indicators.
09/01/2025	Laforest, Mathieu	2.30	Respond to questions about Parcel #4A, review the website's key performance indicators and emails to/from potential purchasers re: website's key performance indicators; discussions with Mathieu Laforest re: Parcel #4A.
09/01/2025	O'Brien, Colleen	2.70	Correspondence and follow-ups with outstanding receivables, preparation of waiver of the requirement to file a T2 corporation income tax return - CRA
10/01/2025	Laforest, Mathieu	2.90	Emails to/from potential purchasers re: parcel #4A; Call with Shopify support re: website metrics; call with potential purchaser re: parcel #3, submitting an offer; discussion with Mathieu Laforest re: bid deadline, correspondence with potential purchaser
10/01/2025	Laforest, Mathieu	2.10	Correspondence with Bennington Financial and Moneris, calls with potentials bidders
Total		17.90	



Invoice 8005790710

Deloitte LLP

1741 Lower Water Street, Suite 800
Halifax NS B3J 0J2

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www.deloitte.ca

Joel Robbins
Senior Manager, Special Loans & Advisory Services
Royal Bank of Canada
1871 Hollis Street, 7th Floor
Halifax NS B3J 1M7
Canada

Date: March 11, 2025
Client No.: 1136959
WBS#: ROY01958
Engagement Partner: James Foran

GST/HST Registration: 133245290RT0001
QST Registration: 1012314163TQ0001

For professional services rendered

Fees

For work performed with respect to our engagement letter dated August 16, 2024 related to D&P Gooder Holding Ltd., iFood Equipment.Com Inc.; and IBC Food Equipment, Inc. (collectively, the "iFood Group"), including but not limited to the following:

- Activity around the collection of accounts receivables including calls with customers;
- Preparation of updated interim R&D to RBC;
- Activities pertaining to the SISP Process, including bids selection and analysis; and
- Negotiations and correspondence with bidders.

Please see attached appendix for details.

Sales Tax

HST applicable	12,040.00
Administrative Expense	361.20
HST at 15.00 %	<u>1,860.18</u>
Total Amount Due (CAD)	<u>14,261.38</u>

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.



Fee Summary

For the period January 12, 2025 to January 18 2025

Professional	Position	Hours	Hourly Rate	Fees
James Foran	Senior Vice President	2.1	\$ 600.00	\$ 1,260.00
Mathieu Laforest	Senior Manager	10.0	\$ 500.00	\$ 5,000.00
Ian Lewis	Senior Associate	13.6	\$ 325.00	\$ 4,420.00
Total		29.1		\$ 12,040.00

Date	Name	Hours	Descriptions
13/01/2025	Lewis, Ian	3.80	Activities pertaining to final bid deadline; Discussions with Mathieu Laforest re; offer submissions; Calls and emails to/from potential purchasers re: offers, required amendments.
13/01/2025	Laforest, Mathieu	1.10	Call with Jana Parker; correspondence with/to creditors and bidders.
14/01/2025	Foran, James	0.70	Review of bid summary and discuss with engagement team, call with Donna Green re: real property, discuss prior interest with Ian Lewis
14/01/2025	Lewis, Ian	3.20	Activities pertaining to final bid deadline and negotiations. Calls and emails to/from potential purchaser re: retained bidders, rejected bidders, 170 Millennium Blvd; Deposit bank drafts at RBC; Discussions with Mathieu Laforest re: offers, parcel #1B.
14/01/2025	Laforest, Mathieu	1.40	Preparation of preliminary R&D report, Call with Jana Parker, correspondence with/to creditors and bidders.
15/01/2025	O'Brien, Colleen	2.60	Prepare various cheques to pay disbursements; various emails to Mathieu Laforest regarding mail received and return of deposits; send GL and bank statement, bank deposits and remit CRA remittances
15/01/2025	Laforest, Mathieu	2.80	Review of offers and preparation of summary for RBC, call with Joel Robbins and James Foran.
15/01/2025	Lewis, Ian	2.90	Call with James Foran and Mathieu Laforest to discuss offers; Revise offers summary; Emails to/from potential purchasers re: offers; Call with Joel Robbins re: offers;

Date	Name	Hours	Descriptions
15/01/2025	Foran, James	0.80	Prepare for and attend call with engagement team re: offers, prepare for and attend call with RBC re: strategy, emails
16/01/2025	Lewis, Ian	3.30	Calls and emails to/from potential purchasers re: best and final offers, offer conditions, interest in stand-alone parcels; discussions with Mathieu Laforest re: offers, rejected offers; amend offers summary.
16/01/2025	O'Brien, Colleen	0.80	Prepare wire transfer return deposits on sale
16/01/2025	Laforest, Mathieu	3.30	Multiple calls with retained bidders , commence phase 2 of bid process to retained bidders
16/01/2025	Foran, James	0.30	Disbursement review and approval, call with Mathieu Laforest
17/01/2025	Laforest, Mathieu	1.40	Call with James Foran: general update; Call with Cox&Palmer and Cozen, legal counsel of Godaddy for the transfer of domains
17/01/2025	Lewis, Ian	0.40	Discussions with Mathieu Laforest re: revised offers, offers summary.
17/01/2025	Foran, James	0.30	Disbursement review and approval, review of proposed email to RBC re: next steps in SISP, discuss with Mathieu Laforest
Total		29.10	



Invoice 8005790711

Deloitte LLP

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Joel Robbins
Senior Manager, Special Loans & Advisory Services
Royal Bank of Canada
1871 Hollis Street, 7th Floor
Halifax NS B3J 1M7
Canada

Date: March 11, 2025
Client No.: 1136959
WBS#: ROY01958
Engagement Partner: James Foran

GST/HST Registration: 133245290RT0001
QST Registration: 1012314163TQ0001

For professional services rendered

Fees

For work performed with respect to our engagement letter dated August 16, 2024 related to D&P Gooder Holding Ltd., iFood Equipment.Com Inc.; and IBC Food Equipment, Inc. (collectively, the "iFood Group"), including but not limited to the following:

- Activity around the collection of accounts receivables including calls and signification letters;
- Preparation of updated interim receipts and disbursements and provide to RBC;
- Correspondence with Canada Revenue Agency;
- Activities related to the SISP, including bid selection and analysis;
- Correspondence with Shopify and its legal counsel regarding website activity and domains transfer; and
- Preparation of T4s information.

Please see attached appendix for details.

HST applicable 16,775.00

Expense

Out of pocket expenses

HST applicable 160.77

Administrative Expense 503.25

Sales Tax

HST at 15.00 % 2,615.85

Total Amount Due (CAD) 20,054.87

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.



Fee Summary

For the period January 19, 2025 to January 31 2025

Professional	Position	Hours	Hourly Rate	Fees
James Foran	Senior Vice President	5.3	600.00	3,180.00
Mathieu Laforest	Senior Manager	18.5	500.00	9,250.00
Colleen O'Brien	Manager	2.7	400.00	1,080.00
Ian Lewis	Senior Associate	8.8	325.00	2,860.00
Katelyn Parsons	Senior Associate	0.4	325.00	130.00
Jakob Young	Analyst	1.1	250.00	275.00
Total		36.8		16,775.00

Expense Type	Expense Amount
Accommodations	55.80
Meals	40.21
Miscellaneous	64.76
Total	160.77

Date	Name	Hours	Descriptions
20/01/2025	Foran, James	0.60	Messages from Mathieu Laforest re: bidders, Bodkins and AR collections
20/01/2025	Lewis, Ian	0.30	Calls and emails to/from potential purchasers re: Parcel #4; Discussions with Mathieu Laforest re: website.
20/01/2025	Laforest, Mathieu	1.40	Call with Bennington Financial with regards to release of HVAC equipment, correspondence with Jana Parker
21/01/2025	Lewis, Ian	1.10	Call with Mathieu Laforest and a potential purchaser re: revised offer, closing, intellectual property; Discussions with Mathieu Laforest re: revised offers.
21/01/2025	Laforest, Mathieu	0.90	Call with Jana Parker and James Foran : update on collections efforts, call with potential purchaser
22/01/2025	Lewis, Ian	1.20	Discussions with Mathieu Laforest re: clauses in the purchase agreement, availability of documents not shared in the data room; Emails to/from potential purchasers re: revised offers, interest in encumbered assets.

Date	Name	Hours	Descriptions
22/01/2025	Laforest, Mathieu	1.20	Correspondence with/to creditors and retained bidders, call with Jana Parker
22/01/2025	Foran, James	0.40	Review of questions from bidder and provide answers to Mathieu Laforest, review and approval of tax waiver form
23/01/2025	Lewis, Ian	1.30	Review final offers and prepare summary; Discuss the proposed offer acceptance strategy with Mathieu Laforest; Emails to/from potential purchasers re: offers.
23/01/2025	Laforest, Mathieu	2.50	Call with customer of Ifoodequipment.com with regards to outstanding receivables, correspondence with/to creditors, preparation of amended bid summary.
23/01/2025	Foran, James	0.40	Discussions with Mathieu Laforest, review of AR update and Interim RD, emails
24/01/2025	Lewis, Ian	0.90	Review final offers and prepare summary; Discuss the proposed offer acceptance strategy with Mathieu Laforest; Emails to/from potential purchasers re: offers.
24/01/2025	Laforest, Mathieu	0.40	Call with Jana Parker
27/01/2025	Foran, James	0.40	Discuss final revised offers with Mathieu Laforest and review workbook
27/01/2025	Lewis, Ian	0.30	Call with potential purchaser re: offer submission, review period.
27/01/2025	Laforest, Mathieu	1.20	Emails regarding collection efforts and a call with Stefan Marko from the Tax Administration Branch for Manitoba
28/01/2025	Foran, James	0.70	Prepare for and attend call with Mathieu Laforest on final offers in IFoods and other matters, review email correspondence from Go Daddy on website domain
28/01/2025	O'Brien, Colleen	2.30	Estate administration, Wire transfers, request payroll information from Jana Parker and HST filings; prepare payroll summary for t4's; and letter of direction to transfer funds from IBC account
28/01/2025	Lewis, Ian	1.90	Call with James Foran and Mathieu Laforest re: offer acceptance strategy; Call and emails to/from a potential purchaser re: en bloc offer and stand-alone offers, closing; Summarize 2024 payroll data.

Date	Name	Hours	Descriptions
28/01/2025	Laforest, Mathieu	2.40	Internal meeting to discuss the received offers, call with bidders to clarify the sale conditions attached to their bids, email to legal counsel, and preparation of Interim R&D
29/01/2025	O'Brien, Colleen	0.40	Finalize tax waivers and fax to CRA
29/01/2025	Lewis, Ian	1.80	Call with Mathieu Laforest and George Cooper re: offers received, closing, transferring the intellectual property to the purchaser; Emails to/from potential purchasers re: timeline for the Receiver to provide notice about offer acceptance/rejection.
29/01/2025	Laforest, Mathieu	2.80	Call with Cozen legal counsel of GoDaddy and George Cooper from Cox & Palmer to review the next steps for the transfer of the website/domains with GoDaddy and discussions regarding the release of the HVAC system for Bodkin, ad hoc
29/01/2025	Foran, James	0.80	Review and approval of disbursements, review and approve interim receipts and disbursements
30/01/2025	Foran, James	0.90	Review of AR data book and comments to engagement team, review of second letter to customers, contact with two customers to recover funds owing, discussions with Mathieu Laforest
30/01/2025	Laforest, Mathieu	2.90	Preparation of the final offers update summary for RBC and the updated realization analysis, emails to and from creditors of Ifood, emails related to collection efforts, and emails to bidders
31/01/2025	Parsons, Katelyn	0.40	Reviewed payroll calculation completed for IFood; sent for concurrence.
31/01/2025	Young, Jakob	1.10	Summarized the T4 information for Ifoodequipment.com Inc.
31/01/2025	Foran, James	1.10	Review of NRV analysis prepared for RBC and discuss same with Mathieu Laforest
31/01/2025	Laforest, Mathieu	2.80	Collection efforts and AR signification letters outreach, call with Jana Parker
Total		12.20	



Invoice 8006056219

Deloitte LLP

1741 Lower Water Street, Suite 800
Halifax NS B3J 0J2

ATTN: Joel Robbins, Senior Manager, Special Loans & Advisory Services
Royal Bank of Canada
1871 Hollis Street, 7th Floor
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Tel: (902) 422-8541
Fax: (902) 423-5820
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Date: May 19, 2025
Client No.: 1136959
WBS#: ROY01958
Engagement Partner: James Foran

GST/HST Registration: 133245290RT0001
QST Registration: 1012314163TQ0001

For professional services rendered

Fees

For work performed with respect to our engagement letter dated August 16, 2024 related to D&P Gooder Holding Ltd., iFood Equipment.Com Inc.; and IBC Food Equipment, Inc. (collectively, the "iFood Group"), including but not limited to the following:

- (i) Activity around the collection of accounts receivables;
- (ii) Preparation of updated interim receipts and disbursements and provide to RBC;
- (iii) Activities related to the SISP, including correspondence with both successful and unsuccessful bidders;
- (iv) Correspondence with Shopify and its legal counsel regarding domains transfer;
- (v) Preparation and review of T4s information; and,
- (vi) Drafting Second Report of the Receiver and Confidential Supplement to the Second Report

Please see attached appendix for details.

	HST applicable	12,992.50
	Administrative Expense	389.78
Sales Tax	HST at 14.00 %	<u>1,873.52</u>
	Total Amount Due (CAD)	<u>15,255.80</u>

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.



Invoice Number 8006056219

May 19, 2025

Use the following payment methods and ensure your payment contains the details provided in the example.

Client Name	Client#	Invoice#	Amount (CAD)	Comments
Royal Bank of Canada	1136959	8006056219	15,255.80	Payment for invoice 8006056219

Please send payment confirmation by email to: receivablesdebiturs@deloitte.ca, and reference the invoice number(s) paid

Payment Options

1. EFT Payments (remittance email mandatory) :

Preferred Method

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

CAD Payment

Transit – Institution : 47696-002

Account Number : 1590219

USD Payment

Transit – Institution : 47696-002

Account Number : 1363514

2. Wire Payment :

Bank of Nova Scotia: 44 King Street West, Toronto, Ontario M5H 1H1

CAD Payment

Account Number : 476961590219

Swift Code : NOSCCATT

USD Payment, Beneficiary Bank (Bank of Nova Scotia) :

Account Number : 476961363514

Swift Code : NOSCCATT

Clearing Code : CC000247696

Address: P.O. Box 4234 STN A, Toronto ON M4W 5P6

USD Payment, Intermediary Bank (Bank of America NA) :

Address: 222 Broadway, New York, NY 10038

Account Number : 476961363514

Swift Code : BOFAUS3N

ABA Routing Number : 026009593

Note: Intermediary Bank information may not be required for payments coming from outside the US

3. Online Payment :

Select either Deloitte LLP or Deloitte S.E.N.C.R.L./s.r.l. through your financial institution and quote the seven digits of the Client No. shown above.

Please note we do not accept Interac e-Transfers.

4. Cheque payments, please mail to :

For CAD Dollar (\$) Payments :

DELOITTE MANAGEMENT SERVICES LP

c/o T04567C

PO Box 4567, Stn A

Toronto ON M5W 0J1

For USD Dollar (\$) Payments :

DELOITTE MANAGEMENT SERVICES LP

c/o T04567U

PO Box 4567, Stn A

Toronto ON M5W 0J1



Fee Summary

For the period of February 1, 2025 to February 14, 2025

Professional	Position	Hours	Hourly Rate	Fees
James Foran	Senior Vice President	4.5	600.00	2,700.00
Mathieu Laforest	Senior Manager	16.9	500.00	8,450.00
Megan Waterhouse	Senior Manager	0.2	500.00	100.00
Colleen O'Brien	Manager	2.4	400.00	960.00
Ian Lewis	Senior Associate	1.1	325.00	357.50
Jakob Young	Analyst	1.7	250.00	425.00
Total		26.8		12,992.50

Date	Name	Hours	Descriptions
2/3/2025	Foran, James	1.60	Review and discuss NRV analysis with offers with Mathieu Laforest, site visits on AR collection matter, call with George Cooper, emails
2/3/2025	O'Brien, Colleen	0.50	Estate banking and update to financial position
2/3/2025	Lewis, Ian	0.40	Review letters to successful and unsuccessful bidders; Discussions with Mathieu Laforest re: responses to bidders.
2/3/2025	Laforest, Mathieu	1.50	Call with a significant customer of the Ifood Group regarding unpaid invoices and finalization of the Ifood Group NRV analysis
2/4/2025	Foran, James	1.30	Call with interested party, call with Mathieu Laforest, review of interim R&D, review of bidder correspondence, emails
2/4/2025	O'Brien, Colleen	0.80	Update Ascend, email the bank for bank statements; prepare wire transfer for payroll; contact Service Canada on Weppa
2/4/2025	Lewis, Ian	0.40	Update certain sections of the Second Report of the Court Appointed Receiver; Discussions with Mathieu Laforest re: responses to bidders.
2/4/2025	Laforest, Mathieu	3.20	Calls with selected bidder for parcel 3, emails to/from a former employee of the Ifood Group regarding his WEPPA claim, preparation of Interim R&D, and response letters to bidders
2/5/2025	Laforest, Mathieu	2.40	Reconciliation of invoices for AR collection, emails to selected bidders, and calls to clarify the selection of bids
2/6/2025	O'Brien, Colleen	0.70	Prepare wire transfers for return of deposits ; estate administration
2/6/2025	Waterhouse, Megan	0.20	Review of T4's
2/6/2025	Lewis, Ian	0.30	Discussions with Mathieu Laforest re: responses to bidders.
2/6/2025	Laforest, Mathieu	3.20	Emails to/from creditors of the Ifood Group, reconciliation of deposits received and funds that need to be returned upon the selection of bids, and drafting of Second Report of the Court Appointed Receiver
2/7/2025	Foran, James	0.50	Discussions with interested parties, disbursement review and approval, discussions with Joel Robbins
2/7/2025	Laforest, Mathieu	1.30	Collection efforts to follow up on outstanding payments, continue preparation of the Second Report of the Court Appointed Receiver, and email to RBC regarding the next negotiation with Bennington Financial
2/10/2025	Young, Jakob	0.40	Updated the T4 summary sheet for Ifoodequipment.com
2/10/2025	Laforest, Mathieu	1.10	Interim R&D as of Feb 10, 2025; call with Jana Parker



2/11/2025	Laforest, Mathieu	3.60	Call with Bennington Financial regarding the HVAC system release settlement, call with Jana Parker for an accounts receivable update, and submission of accounts receivables to a collection agency
2/11/2025	Foran, James	0.30	Review agreement with Eastern Collections and discuss same with Mathieu Laforest,
2/12/2025	O'Brien, Colleen	0.40	Estate administration; prepare cheques for disbursements
2/12/2025	Foran, James	0.30	Disbursement review and approval
2/13/2025	Young, Jakob	0.80	Prepared the Ifoodequipment.com Inc T4.
2/13/2025	Laforest, Mathieu	0.60	Call with selected bidder for parcels 1A and 1B
2/14/2025	Young, Jakob	0.50	Prepared the Ifoodequipment.com Inc T4.
2/14/2025	Foran, James	0.50	Discuss file matters with Mathieu Laforest including Shopify, AR collections and Court filings
Total		26.80	



Invoice 8006056226

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Date: May 19, 2025
Client No.: 1136959
WBS#: ROY01958
Engagement Partner: James Foran

GST/HST Registration: 12289 3605 RT0001
QST Registration: 1000870419 TQ0002

For professional services rendered

Fees

For work performed with respect to our engagement letter dated August 16, 2024 related to D&P Gooder Holding Ltd., iFood Equipment.Com Inc.; and IBC Food Equipment, Inc. (collectively, the "iFood Group"), including but not limited to the following:

- (i) Finalization and filing of T4's;
- (ii) Finalization of Second Report of Receiver and Confidential Supplement to Second Report;
- (iii) Discuss and finalize settlement offer with HVAC lender;
- (iv) Discuss transfer of Shopify account; and
- (v) AR collection activities

Please see attached appendix for details.

HST applicable 13,330.00

Administrative Expense 399.90

HST at 14.00 % 1,922.19

Sales Tax

Total Amount Due (CAD) 15,652.09

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.



Fee Summary

For the period of February 17, 2025 to February 28, 2025

Professional	Position	Hours	Hourly Rate	Fees
James Foran	Senior Vice President	4.8	600.00	2,880.00
Jorden Sleeth	Senior Vice President	1.7	600.00	1,020.00
Mathieu Laforest	Senior Manager	17.4	500.00	8,700.00
Colleen O'Brien	Manager	1.5	400.00	600.00
Katelyn Parsons	Senior Associate	0.4	325.00	130.00
Total		25.8		13,330.00

Date	Name	Hours	Descriptions
2/17/2025	Parsons, Katelyn	0.40	Reviewed T4 for iFood; sent to Megan Waterhouse for concurrence.
2/17/2025	Foran, James	1.20	Review of Second Report and Confidential Supplement to the Second Report, share comments with Mathieu Laforest
2/17/2025	Laforest, Mathieu	3.10	Drafting of the Second Report and Confidential Supplement following James Foran's review.
2/18/2025	Foran, James	0.70	Prepare for and attend call with Mathieu Laforest, call with customer re: AR and equipment
2/18/2025	O'Brien, Colleen	0.40	Estate administration ; prepare wire transfer
2/18/2025	Laforest, Mathieu	2.20	Review of settlement offer from Bodkin; Emails to/from receivables of the iFood Group; preparation of Interim R&D; Review of T4s forms
2/19/2025	Laforest, Mathieu	5.40	Drafting of Second Report; Calls with Selected Bidders; Call with the domain provide - re Shopify account transfer; Preparation of Affidavit of James Foran and Fee Schedule; drafting of settlement email with customer re: mixer
2/19/2025	Foran, James	0.60	Review Court filing and suggested changes to Mathieu Laforest, deal with potential return of product and AR amounts
2/20/2025	Laforest, Mathieu	2.30	Discussions with Jana Parker - re receivables; discussions with George Cooper - re Bodkin & court hearing preparation
2/20/2025	Foran, James	0.40	Discuss Bodkin settlement with Mathieu Laforest, email re: mixer return and discuss same with Mathieu Laforest
2/21/2025	Foran, James	0.60	Review changes to Second Report and Confidential Supplement, discussions with Mathieu Laforest.
2/24/2025	Sleeth, Jordan	1.40	QA review of Second Report and Confidential Supplement and memo to Mathieu Laforest, call with James Foran re same.
2/24/2025	O'Brien, Colleen	0.70	Estate administration, Email the bank request bank statement, review GL and send to Mathieu Laforest for review, and prepare wire transfer
2/24/2025	Foran, James	0.40	Discuss Shopify with Mathieu Laforest, review Bodkins settlement
2/24/2025	Laforest, Mathieu	1.40	Preparation of Interim R&D; emails to/from creditors;
2/25/2025	Sleeth, Jordan	0.30	Call with engagement team re: changes to Court documents
2/25/2025	Foran, James	0.70	Review of Court report and Confidential Supplement, disbursement review and approval, review of Interim RD
2/25/2025	Laforest, Mathieu	2.30	Meeting with James Foran and Jordan Sleeth to review the draft of the Second Report of the Receiver, discuss outstanding HST returns with the CRA, and negotiate the HVAC release with Bodkin
2/26/2025	O'Brien, Colleen	0.40	Prepare wire transfer for payroll and send to the bank
2/26/2025	Foran, James	0.20	Disbursement review and approval,
2/27/2025	Laforest, Mathieu	0.40	Follow up with collections - re Jana Parker, correspondence to/from proposed purchasers
2/28/2025	Laforest, Mathieu	0.30	Review and changes to draft Second Report.
Total		25.80	



Invoice 8006125864

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Date: May 30, 2025
Client No.: 1136959
WBS#: ROY01958
Engagement Partner: James Foran

GST/HST Registration: 12289 3605 RT0001
QST Registration: 1000870419TQ0002

For professional services rendered

Fees

For work performed with respect to our engagement letter dated August 16, 2024 related to D&P Gooder Holding Ltd., iFood Equipment.Com Inc.; and IBC Food Equipment, Inc. (collectively, the "iFood Group"), including but not limited to the following:

- (i) AR collection activities;
- (ii) Finalization and filing of Court reports;
- (iii) Discussions with purchasers regarding closing; and
- (iv) Discussions with legal counsel

	HST applicable	12,295.00
	Administrative Expense	368.85
Sales Tax	HST at 14.00 %	<u>1,772.94</u>
	Total Amount Due (CAD)	<u>14,436.79</u>

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.



Fee Summary

For the period of March 1, 2025 to March 31, 2025

Professional	Position	Hours	Hourly Rate	Fees
James Foran	Senior Vice President	4.3	\$ 600.00	\$ 2,580.00
Jorden Sleeth	Senior Vice President	0.4	\$ 600.00	\$ 240.00
Mathieu Laforest	Senior Manager	17.2	\$ 500.00	\$ 8,600.00
Colleen O'Brien	Manager	1.7	\$ 400.00	\$ 680.00
Ian Lewis	Senior Associate	0.6	\$ 325.00	\$ 195.00
Total		24.2		\$ 12,295.00

Date	Name	Hours	Descriptions
3/3/2025	Laforest, Mathieu	0.70	AR collections follow-up and discussions with Jana Parker
3/4/2025	O'Brien, Colleen	0.40	Estate administration, email the bank, updated ascend GL and send to Mathieu Laforest, prepare wire transfer for payroll
3/4/2025	Laforest, Mathieu	0.70	Interim R&D as of March 4, 2025
3/5/2025	Laforest, Mathieu	0.50	Discussions with Jana Parker, call with Edge Food - 166 Millenium building
3/6/2025	Laforest, Mathieu	1.30	AR collections follow-up - discussion with Jana Parker, discussions with Edge Food Equipment - negotiations of lease agreement for the 166 Millenium building
3/10/2025	Laforest, Mathieu	2.30	Meeting Jana Parker - 1 food AR, interim R&D, finalization of Second Report of the Receiver & Affidavit, review of Cox & Palmer materials
3/11/2025	Laforest, Mathieu	2.30	Affidavit and finalization of Court materials, call with Jana Parker
3/11/2025	Sleeth, Jorden	0.40	Review fee affidavit, virtual swearing and arrange delivery
3/12/2025	Laforest, Mathieu	0.40	Virtual affidavit swearing, finalization of Court filing materials
3/14/2025	Lewis, Ian	0.30	Call and emails to/from Mathieu Laforest re: Southampton Solutions, backing up laptops.
3/14/2025	Laforest, Mathieu	1.00	Meeting with James Foran - general update on file progress, 166 Millenium - Rental Proposal analysis
3/14/2025	Foran, James	1.10	Prepare for and attend update call with Mathieu Laforest re: AR, staffing, insurance and Court hearing/closing, review of proposed lease with Edge
3/17/2025	Foran, James	0.30	Disbursement review, approval and cheque signing
3/17/2025	O'Brien, Colleen	0.40	Email RBC and update ascend and send GL's to Mathieu Laforest



3/17/2025	Laforest, Mathieu	2.10	Analysis of 166 building - rental proposal ; preparation of interim R&D; submission of updated creditors' list for Second Court hearing
3/19/2025	Lewis, Ian	0.30	Discussions with Mathieu Laforest re: quote to backup electronics (i.e., laptops and phones)
3/19/2025	Laforest, Mathieu	0.40	Request to Cox&Palmer regarding lease agreement of 166 Millenium Blvd, review and approval of payroll
3/20/2025	O'Brien, Colleen	0.40	Estate administration, prepare various cheques; prepare HST return
3/20/2025	Laforest, Mathieu	0.20	Emails to/from unsecured creditors; update with Jana Parker - re : IT equipment; arrangements with South Hamptons solutions for clearing memory of IT equipment
3/21/2025	Laforest, Mathieu	0.30	Emails to/from purchasers to update them about the Court hearing and next steps.
3/24/2025	Foran, James	0.70	Review Court documents for hearing
3/24/2025	Laforest, Mathieu	1.10	Correspondence to/from 713860 NB Ltd. regarding upcoming transaction; preparation of amended Second Report and confidential Supplement; correspondence with Nancy Creamer; preparation of interim R&D
3/25/2025	Foran, James	2.20	Prepare for and attend Court hearing, meeting with Mathieu Laforest to update Confidential Supplement, call with George Cooper, review Interim R&D and draft lease from Cox and Palmer
3/25/2025	Laforest, Mathieu	0.80	Preparation and review to the Addendum to Confidential Supplement; update Receiver's website with Court materials
3/26/2025	Laforest, Mathieu	0.90	Correspondence and call with Economical Insurance to update and renew insurance policy given sale of 166 building; correspondence to/from unsecured creditor - Receiver's mailbox
3/28/2025	Laforest, Mathieu	1.40	Correspondence with Edge Food representatives - re questions and 166 Millenium Blvd lease, Correspondence with GoDaddy legal counsel
3/31/2025	O'Brien, Colleen	0.50	Estate Administration, ascend GL , email RBC, prepare wire transfer
3/31/2025	Laforest, Mathieu	0.80	Interim R&D review; finalization and submission of the draft lease agreement for the temporary rental of the 166 Millennium Blvd building; finalization of domains transfer - set up of Godaddy account
Total		24.20	



Invoice 8006163206

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Royal Bank of Canada
1871 Hollis Street, 7th Floor
Halifax NS B3J 1M7
Canada

Date: June 16, 2025
Client No.: 1136959
WBS#: ROY01958
Engagement Partner: James Foran

GST/HST Registration: 133245290RT0001
QST Registration: 1012314163TQ0001

For professional services rendered

Fees

For work performed with respect to our engagement letter dated August 16, 2024 related to D&P Gooder Holding Ltd., iFood Equipment.Com Inc.; and IBC Food Equipment, Inc. (collectively, the "iFood Group"), including but not limited to the following:

- Closing matters with various parties
- Discussions with insurance providers
- Discussions with retained staff re: AR collection and auction access
- Update to financial position
- Discussions with RBC

Please see attached appendix for details.

HST applicable 10,640.00

Administrative Expense 319.20

Sales Tax

HST at 14.00 % 1,534.29

Total Amount Due (CAD) 12,493.49

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.



Fee Summary

For the period of April 1, 2025 to April 30, 2025

Professional	Position	Hours	Hourly Rate	Fees
James Foran	Senior Vice President	2.80	600.00	1,680.00
Jorden Sleeth	Senior Vice President	0.40	600.00	240.00
Mathieu Laforest	Senior Manager	15.20	500.00	7,600.00
Colleen O'Brien	Manager	2.80	400.00	1,120.00
Total		21.20		10,640.00

Date	Name	Hours	Descriptions
4/2/2025	Laforest, Mathieu	0.40	Emails to/from creditors and employees - Re : receiver's mailbox
4/3/2025	O'Brien, Colleen	0.70	Bank deposit and update to financial position
4/4/2025	Laforest, Mathieu	0.50	Review and transmission of closing documents - re: Edge Food Transaction
4/4/2025	Foran, James	0.40	Discuss updates to the SISF with Mathieu Laforest
4/7/2025	Laforest, Mathieu	1.80	Call with James Foran - Edge Food update; Drafting and review of 246(2) report; Interim R&D; Call with Jana Parker - sale of 166 building; Call with Grace Giuliano - Edge Food.
4/7/2025	Foran, James	0.70	Review of s246 notice and discuss same with Mathieu Laforest, review of interim receipts and disbursements, discuss closings and insurance
4/7/2025	O'Brien, Colleen	0.20	Prepare wire transfer
4/8/2025	O'Brien, Colleen	0.40	Email RBC for bank statement; update GL and send to Mathieu Laforest
4/8/2025	Sleeth, Jorden	0.40	QA Review of s.246 report, email comments to Mathieu Laforest
4/8/2025	Laforest, Mathieu	0.90	Call with insurance provider (request for extension); finalization of 246(2) report; Email to McDougall (Bill of Sale and Statement of Adjustment)

Date	Name	Hours	Descriptions
4/9/2025	Laforest, Mathieu	0.40	Call with Edge Food - re: closing process clarifications & questions related to Shopify
4/10/2025	Foran, James	0.20	Discuss closing with Mathieu Laforest
4/10/2025	O'Brien, Colleen	0.60	Bank deposit and pay CRA remittances
4/10/2025	Laforest, Mathieu	1.30	Call with Shopify; Call with Edge Food and sharing of documentation related to Shopify & domains; request for new insurance provider; call with Blaise MacLean - Cooke Insurance
4/11/2025	O'Brien, Colleen	0.40	Banking deposit and update to financial position
4/11/2025	Laforest, Mathieu	0.20	Call with Edge Food - re : follow up on transfer of funds
4/14/2025	Foran, James	0.40	Emails from Mathieu Laforest re: closings, call with Mathieu Laforest
4/14/2025	Laforest, Mathieu	1.20	Call with Edge Food : confirmation of funds ; finalization of closing documents with McDougall; emails to/from Mike Pettipas - re : closing and McDougall auction items; Call with SouthHampton
4/15/2025	Foran, James	0.30	Closing discussions with Mathieu Laforest
4/15/2025	Laforest, Mathieu	2.20	Update call with James Foran; arrangements with McDougall for providing them access to the building and transferring the property of the assets; call with Jana Parker; email to Edge Food - re. closing process.
4/16/2025	Foran, James	0.40	Discussions with Mathieu Laforest on closing and insurance matters.
4/16/2025	Laforest, Mathieu	1.30	Preparation of Interim R&D; discussions with insurance provider.
4/17/2025	Foran, James	0.40	Prepare for and attend call with Mathieu Laforest and Jana Parker re: AR collection and sale matters, review correspondence and discuss same with Mathieu Laforest re: closing
4/17/2025	Laforest, Mathieu	2.60	Call with Jana Parker; review of new insurance policy; arrangements for insurance cancellation; discussions with McDougall re. forklift matters; correspondence with Mike Pettipas re. various questions related to closing process; email to legal counsel.
4/22/2025	Laforest, Mathieu	0.80	Discussions with Edge Food re. transfer of Bell Alliant accounts; correspondence with various creditors (Receiver's mailbox); cancellation of previous insurance policy

Date	Name	Hours	Descriptions
4/23/2025	Laforest, Mathieu	0.40	Correspondence for new insurance quote; discussion with Edge Food
4/28/2025	O'Brien, Colleen	0.50	Update Ascend and send GL reports to Mathieu Laforest for review
4/28/2025	Laforest, Mathieu	0.40	Various emails to unsecured creditors re. to/from Receiver's mailbox
4/29/2025	Laforest, Mathieu	0.80	Preparation and review of Interim R&D and call with Jana Parker for general update.
Total		21.20	



Invoice 8006163207

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Canada

Date: June 16, 2025
Client No.: 1136959
WBS#: ROY01958
Engagement Partner: James Foran

GST/HST Registration: 133245290RT0001
QST Registration: 1012314163TQ0001

For professional services rendered

Fees

For work performed with respect to our engagement letter dated August 16, 2024 related to D&P Gooder Holding Ltd., iFood Equipment.Com Inc.; and IBC Food Equipment, Inc. (collectively, the "iFood Group"), including but not limited to the following:

- Closing activities, including discussions with legal counsel and Edge Foods
- Review and make payment on HST account
- Updates to estate financial position

Please see attached appendix for details.

HST applicable 3,560.00

Expense

Out of pocket expenses.

HST applicable 2,322.87

Administrative Expense 106.80

Sales Tax

HST at 14.00 % 838.55

Total Amount Due (CAD) 6,828.22

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.



Fee Summary

For the period of May 1, 2025 to May 30, 2025

Professional	Position	Hours	Hourly Rate	Fees
James Foran	Senior Vice President	2.1	600.00	1,260.00
Mathieu Laforest	Senior Manager	3.0	500.00	1,500.00
Colleen O'Brien	Manager	2.0	400.00	800.00
Total		7.1		3,560.00

Expense Type	Expense Amount
Miscellaneous	2,301.14
Postage	21.73
Total	2,322.87

Date	Name	Hours	Descriptions
5/2/2025	Laforest, Mathieu	0.40	Call with Edge Food and review of invoices - re : rent obligation for 170 Millenium Blvd
5/5/2025	O'Brien, Colleen	1.00	Estate administration, prepare wire transfers and update ascend
5/5/2025	Laforest, Mathieu	0.90	Preparation of interim R&D, and review of AR collections.
5/6/2025	Foran, James	0.40	Discuss HST payable with Colleen O'Brien
5/7/2025	Foran, James	0.40	Calls and emails with Mathieu Laforest, disbursement approval, HST review
5/7/2025	O'Brien, Colleen	0.60	Visit to bank branch to make payments on payroll account
5/9/2025	Laforest, Mathieu	1.50	Call with Simon-Pierre Godbout re: questions arising from inventory attached to the building and shopify account; correspondence with owner of orange trailer : re pickup.
5/12/2025	Foran, James	0.30	Disbursement review and approval, email from Mathieu Laforest

Date	Name	Hours	Descriptions
5/15/2025	Laforest, Mathieu	0.20	Call with Edge Food regarding phone accounts transfer; correspondence with Bell Alliant
5/15/2025	Foran, James	0.30	Review of R&D, discuss matters with Mathieu Laforest
5/20/2025	Foran, James	0.20	Disbursement review and approval
5/27/2025	Foran, James	0.50	Discussion with Edge Food, discussion with legal counsel, disbursement review and approval, emails
5/30/2025	O'Brien, Colleen	0.40	Prepare wire transfer and send for review and approval and then to RBC
Total		7.10	



Invoice 8006285062

Deloitte Restructuring Inc.
1741 Lower Water Street, Suite 800
Halifax NS B3J 0J2

Joel Robbins
Senior Manager, Special Loans & Advisory Services
Royal Bank of Canada
1871 Hollis Street, 7th Floor
Halifax NS B3J 1M7
Canada

Tel: (902) 422-8541
Fax: (902) 423-5820
www.deloitte.ca

Date: July 23, 2025
Client No.: 1136959
WBS#: ROY01958
Engagement Partner: James Foran

GST/HST Registration: 12289 3605 RT0001
QST Registration: 1012314163TQ0001

For professional services rendered

Fees

For work performed with respect to our engagement letter dated August 16, 2024 related to D&P Gooder Holding Ltd., iFood Equipment.Com Inc.; and IBC Food Equipment, Inc. (collectively, the "iFood Group"), including but not limited to the following:

- Operational matters, including disbursement review and approval
- Administrative and reporting requirements
- Closing matters in anticipation of the building sale (i.e., stolen equipment and service terminations)

Please see attached appendix for details.

HST applicable 6,300.00

Expense

Out of pocket expenses.

HST applicable 3,418.28

Administrative Expense 189.00

Sales Tax

HST at 14.00 % 1,387.02

Total Amount Due (CAD) 11,294.30

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.



Fee Summary

For the period of June 1, 2025 to June 30, 2025

Professional	Position	Hours	Hourly Rate	Fees
James Foran	Senior Vice President	2.50	600.00	1,500.00
Mathieu Laforest	Senior Manager	7.60	500.00	3,800.00
Colleen O'Brien	Manager	2.50	400.00	1,000.00
Total		12.60		6,300.00

Expense Type	Expense Amount
IT Equipment	3,299.85
Miscellaneous	118.43
Total	3,418.28

Date	Name	Hours	Descriptions
6/3/2025	Foran, James	0.20	Disbursement review and approval
6/4/2025	Laforest, Mathieu	0.50	Correspondence to/from unsecured creditors - receiver's mailbox, collection of AR
6/5/2025	Laforest, Mathieu	1.10	Call with Jana Parker - update on auction sale and operational matters, correspondence with Manitoba tax administration, preparation of interim R&D
6/11/2025	Foran, James	0.30	Disbursement review and approval, review and approve of receipts and disbursements
6/11/2025	Laforest, Mathieu	0.00	Review and finalization of interim R&D dated June 4, 2025
6/12/2025	O'Brien, Colleen	0.90	Prepare various disbursement payments and wire transfer
6/13/2025	Foran, James	0.40	Discuss closing with Mathieu Laforest re: outstanding matters

Date	Name	Hours	Descriptions
6/13/2025	Laforest, Mathieu	0.70	Termination notice - Jana Parker and Security services ; discussion with Jana Parker - re: cleaning of the property and AR update
6/16/2025	Foran, James	0.30	Discussion security system with Mathieu Laforest and review of emails, call with Joel Robbins
6/16/2025	Laforest, Mathieu	0.40	Call with Mike Pettipas and Jana Parker - re stolen security system
6/17/2025	O'Brien, Colleen	0.40	Prepare wire transfer and other disbursements
6/17/2025	Laforest, Mathieu	0.30	Correspondence with McDougall - stolen security equipment settlement
6/18/2025	Foran, James	0.40	Discussions with Mathieu Laforest re: missing equipment and bankruptcy of entities
6/18/2025	Laforest, Mathieu	0.20	Insurance termination inquiries; call with Cox&Palmer - re bankruptcy strategy
6/20/2025	Foran, James	0.20	Disbursement review and approval
6/20/2025	Laforest, Mathieu	1.20	Call with Cox&Palmer; correspondence with Mike Pettipas - re sale of building conditions and inventory remaining on site
6/23/2025	Foran, James	0.40	Make CRA remittance at RBC, disbursement signing
6/23/2025	O'Brien, Colleen	1.00	Estate administration, including visit to Canada Post to renew mail forwarding
6/23/2025	Laforest, Mathieu	0.60	Review and preparation of interim R&D dated June 24, 2025
6/24/2025	Foran, James	0.30	Disbursement review and approval, review of interim receipts and disbursements, discussions with Mathieu Laforest
6/25/2025	O'Brien, Colleen	0.20	Review Bell Aliant invoice and email Mathieu
6/25/2025	Laforest, Mathieu	0.80	Correspondence to request cancel employee benefits and send employment termination notice to Jana Parker
6/26/2025	Laforest, Mathieu	1.20	Review AR collections progress with Jana Parker; call Dayforce - re retrieval of payroll records



Date	Name	Hours	Descriptions
6/27/2025	Laforest, Mathieu	0.60	Drafting of notice to Bell Alliant for termination of services; preparation of interim R&D dated June 27, 2025
Total		12.60	



Invoice 8006473372

Deloitte Restructuring Inc.
1741 Lower Water Street, Suite 800
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Halifax NS B3J 1M7
Canada

Tel: (902) 422-8541
Fax: (902) 423-5820
www.deloitte.ca

Date: September 22, 2025
Client No.: 1136959
WBS#: ROY01958
Engagement Partner: James Foran

GST/HST Registration: 12289 3605 RT0001
QST Registration: 1012314163TQ0001

For professional services rendered

Fees

For work performed with respect to our engagement letter dated August 16, 2024 related to D&P Gooder Holding Ltd., iFood Equipment.Com Inc.; and IBC Food Equipment, Inc. (collectively, the "iFood Group"), including but not limited to the following:

- Activities pertaining to closing of real property;
- Activities pertaining to employee matters;
- Disbursement review and approval; and
- Providing updated financial reporting to RBC.

Please see attached appendix for details.

HST applicable 5,810.00

Expense

Out of pocket expenses.

HST applicable 243.87

Administrative Expense 174.30

Sales Tax

HST at 14.00 % 871.94

Total Amount Due (CAD) 7,100.11

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.



Fee Summary

For the period of June 25, 2025 to July 31, 2025

Professional	Position	Hours	Hourly Rate	Fees
James Foran	Senior Vice President	4.0	600.00	2,400.00
Mathieu Laforest	Senior Manager	4.1	500.00	2,050.00
Colleen O'Brien	Manager	3.4	400.00	1,360.00
Total		11.5		5,810.00

Expense Type	Expense Amount
Postage	243.87
Total	243.87

Date	Name	Hours	Descriptions
6/25/2025	Foran, James	0.40	Discuss bankruptcy filing with engagement team
7/2/2025	Foran, James	0.30	Disbursement review and approval, discuss staffing with Mathieu Laforest
7/3/2025	Foran, James	0.30	Disbursement review and approval, discussions with Mathieu Laforest
7/4/2025	Foran, James	1.10	Review of closing documentation on sale of real property and attend Cox and Palmer to sign documentation, discussions with engagement team
7/7/2025	Laforest, Mathieu	0.60	Preparation of Weppa materials for Jana Parker, correspondence with creditors via email and closing matters for the sale of the building.
7/7/2025	Foran, James	0.40	Email from insurance company and share with Mathieu Laforest and discuss closing date
7/8/2025	Laforest, Mathieu	0.60	Preparation and submission of multiple termination notice letters for service providers related to the building at 170 Millennium Blvd.
7/8/2025	Foran, James	0.40	Email to engagement team re: closing utility accounts, discuss sale of BDC property with Mathieu Laforest and review statement of adjustments, review WEPPA for Jana Parker
7/9/2025	Foran, James	0.20	Disbursement review and approval, request ROE for remaining employee
7/10/2025	O'Brien, Colleen	1.40	Process WEPP and prepare ROE for Jana Parker
7/10/2025	Foran, James	0.20	Review, sign and return bankruptcy order documents to legal counsel



Date	Name	Hours	Descriptions
7/15/2025	Laforest, Mathieu	1.40	Preparation of Interim R&D; review of WEPPA package for Jana Parker
7/16/2025	Foran, James	0.30	Discussions with Mathieu Laforest re: closing of real property and appraisal request
7/23/2025	O'Brien, Colleen	0.80	Estate administration, email RBC , send GL and bank statements to Mathieu Laforest
7/24/2025	O'Brien, Colleen	1.20	Estate administration, draft letter of direction email RBC , call with RBC
7/24/2025	Laforest, Mathieu	0.90	Disbursement review and approval, preparation of interim SRD
7/28/2025	Foran, James	0.40	Review of SRD and discuss same with Mathieu Laforest
7/28/2025	Laforest, Mathieu	0.60	Preparation of interim R&D
Total		11.50	



Invoice 8006530561

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Halifax NS B3J 1M7
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Tel: (902) 422-8541
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www.deloitte.ca

Date: October 06, 2025
Client No.: 1136959
WBS#: ROY01958
Engagement Partner: James Foran

GST/HST Registration: 12289 3605 RT0001
QST Registration: 1012314163TQ0001

For professional services rendered

Fees

For work performed with respect to our engagement letter dated August 16, 2024 related to D&P Gooder Holding Ltd., iFood Equipment.Com Inc.; and IBC Food Equipment, Inc. (collectively, the "iFood Group"), including but not limited to the following:

- Activities pertaining to closing and administrative activities
- Activities pertaining to employee matters
- Update and provide RBC with interim estate financial reporting

Please see attached appendix for details.

HST applicable 3,090.00

Administrative Expense 92.70

HST at 14.00 % 445.58

Sales Tax

Total Amount Due (CAD) 3,628.28

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.



Fee Summary
For the period of August 1, 2025 to August 31, 2025

Professional	Position	Hours	Hourly Rate	Fees
James Foran	Senior Vice President	1.5	600.00	960.00
Mathieu Laforest	Senior Manager	1.3	500.00	650.00
Colleen O'Brien	Manager	3.7	400.00	1,480.00
Total		6.6		3,090.00

Date	Name	Hours	Descriptions
8/5/2025	Foran, James	0.60	Discussion with Mathieu Laforest re: sale of assets by Auction Advantage and next steps re: distribution, email to Colleen O'Brien re: WEPP statement.
8/5/2025	O'Brien, Colleen	0.90	Email RBC regarding reversal of bank transaction from Canada Revenue Agency
8/5/2025	Laforest, Mathieu	0.40	Discussion with James Foran re: sale of assets by Auction Advantage and next steps re: distribution
8/11/2025	Foran, James	0.20	Signing and provided Receiver certificates to legal counsel
8/11/2025	O'Brien, Colleen	0.70	Update to estate financial position, prepare interim SRD and provide to engagement team
8/13/2025	Foran, James	0.30	Review and interim SRD and questions to Mathieu Laforest
8/14/2025	Laforest, Mathieu	0.60	Preparation and review of R&D
8/19/2025	O'Brien, Colleen	0.80	Review and WEPP statement and compare to spreadsheet prepared by engagement team
8/20/2025	Laforest, Mathieu	0.30	Preparation of interim R&D
8/20/2025	Foran, James	0.50	Review of interim SRD and comments to Mathieu Laforest, discuss WEPP with Colleen O'Brien
8/21/2025	O'Brien, Colleen	0.80	Review HST and prepare cheques for James Foran to sign, contact RBC on bank account details, various emails with Mathieu Laforest and Dion Goodyear of Martek
8/28/2025	O'Brien, Colleen	0.50	Payment of D&P Gooder HST payment at RBC.
Total		6.60	



Invoice 8006680829

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Halifax NS B3J 1M7
Canada

Tel: (902) 422-8541
Fax: (902) 423-5820
www.deloitte.ca

Date: November 13, 2025
Client No.: 1136959
WBS#: ROY01958
Engagement Partner: James Foran

GST/HST Registration: 122893605RT0001
QST Registration: 1000870419 TQ0002

For professional services rendered

Fees

For work performed with respect to our engagement letter dated August 16, 2024 related to D&P Gooder Holding Ltd., iFood Equipment.Com Inc., and IBC Food Equipment, Inc. (collectively, the "iFood Group"), including but not limited to the following:

- (i) Activities pertaining to administrative activities;
- (ii) Preparation of court materials; and
- (iii) Disbursement review and approval;
- (iv) Review and discussions regarding the security opinion.

Please see attached appendix for details.

	HST applicable	5,900.00
	Administrative Expense	177.00
Sales Tax	HST at 14.00 %	850.78
	Total Amount Due (CAD)	6,927.78

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.



Fee Summary

For the period of September 1, 2025 to October 31, 2025

Professional	Position	Hours	Hourly Rate	Fees
James Foran	Senior Vice President	1.4	600.00	840.00
Mathieu Laforest	Senior Manager	7.8	500.00	3,900.00
Colleen O'Brien	Manager	2.9	400.00	1,160.00
Total		12.1		5,900.00

Date	Name	Hours	Descriptions
9/8/2025	O'Brien, Colleen	0.90	Estate administration; email RBC for bank statement; update GL and email Mathieu; email Mathieu mail received.
9/9/2025	Laforest, Mathieu	2.20	Preparation of interim R&D and drafting of the Third Receiver's report, discuss with James Foran
9/9/2025	Foran, James	0.40	Review update message to RBC with Mathieu Laforest, review of SRD, discuss discharge report with Mathieu Laforest
9/10/2025	Laforest, Mathieu	3.40	Drafting of the Third Receiver's report and call with Cox&Palmer
9/11/2025	Laforest, Mathieu	1.40	Drafting of the Third Receiver's report
9/16/2025	Laforest, Mathieu	0.80	Preparation of preliminary R&D, preparation of discharge report materials
9/22/2025	Foran, James	0.30	Discuss discharge with Mathieu Laforest
10/1/2025	O'Brien, Colleen	0.40	Issue cheques for disbursements
10/17/2025	Foran, James	0.70	Review of revised security opinion received from legal counsel and emails to/from legal counsel
10/22/2025	O'Brien, Colleen	1.00	Email RBC for bank statement, update r&d , prepare bank recs and send to Mathieu Laforest for review
10/24/2025	O'Brien, Colleen	0.30	Make deposit at RBC
10/27/2025	O'Brien, Colleen	0.30	Update GL and contact the bank for statements
Total		12.10	



Invoice 8006955666

Deloitte Restructuring Inc.
1741 Lower Water Street, Suite 800
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Halifax NS B3J 1M7
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Tel: (902) 422-8541
Fax: (902) 423-5820
www.deloitte.ca

Date: January 19, 2026
Client No.: 1136959
WBS#: ROY01958
Engagement Partner: James Foran

GST/HST Registration: 12289 3605 RT0001
QST Registration: 1000870419 TQ0002

For professional services rendered

Fees

For work performed with respect to our engagement letter dated August 16, 2024 related to D&P Gooder Holding Ltd., iFood Equipment.Com Inc.; and IBC Food Equipment, Inc. (collectively, the "iFood Group"), including but not limited to the following:

- Activities pertaining to administrative activities;
- Preparation of court materials; and
- Disbursement review and approval.
- Review and discussions regarding the security opinion.

Please see attached appendix for details.

	HST applicable	12,840.00
	Administrative Expense	385.20
Sales Tax	HST at 14.00 %	<u>1,851.53</u>
	Total Amount Due (CAD)	<u>15,076.73</u>

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.



Fee Summary
For the period of November 1, 2025 to December 31, 2025


Professional	Position	Hours	Hourly Rate	Fees
James Foran	Senior Vice President	7.80	600.00	4,680.00
Jorden Sleeth	Senior Vice President	0.80	600.00	480.00
Mathieu Laforest	Senior Manager	11.60	500.00	5,800.00
Colleen O'Brien	Manager	4.70	400.00	1,880.00
Total		24.90		12,840.00

Date	Name	Hours	Descriptions
11/2/2025	Foran, James	0.80	Review of Third Report of Receiver and comments to Mathieu Laforest and Colleen O'Brien
11/3/2025	Foran, James	0.30	Email question to Simon-Pierre Godbout re: distribution and security position
11/5/2025	Laforest, Mathieu	1.60	Review and preparation of Third Report of Receiver
11/6/2025	O'Brien, Colleen	2.20	Call with CRA regarding 2025 T4's; prepare 2025 T4's
11/10/2025	Foran, James	1.20	Working session with Mathieu Laforest on Third Report of Receiver, including distribution schedule and security opinion review
11/10/2025	Laforest, Mathieu	2.80	Working session with James Foran on Third Report of Receiver, including distribution schedule and other appendices
11/14/2025	O'Brien, Colleen	0.40	Update GL's for Mathieu Laforest
11/14/2025	Laforest, Mathieu	2.40	Discuss distribution schedule with James Foran, call with BDC, preparation of preliminary R&D
11/14/2025	Foran, James	0.70	Discuss distribution schedule with Mathieu Laforest, call with BDC, email to SP Godbout
11/17/2025	Foran, James	1.30	Review of security opinion and call with Mathieu Laforest and Simon-Pierre Godbout re: RBC collateral, owner of excess funds from BDC sale process, review of proposed distribution schedule



Date	Name	Hours	Descriptions
11/17/2025	Laforest, Mathieu	1.80	Call with James Foran and Cox & Palmer - re Receiver's Third Report // finalization of report and appendices
11/17/2025	O'Brien, Colleen	0.90	Various estate administration activities, GL updates, HST filings etc.
11/18/2025	Foran, James	0.70	Review of Third Report of Receiver
11/18/2025	Laforest, Mathieu	0.40	Correspondence with BDC's legal counsel, Stewart Mckelvey - re surplus funds of 166 Millenium Blvd.
11/19/2025	Foran, James	1.20	Review of Third Report of Receiver and proposed changes, provide to Jordan Sleeth for QA review
11/20/2025	Foran, James	0.40	Review QA comments from Jordan Sleeth, email to Mathieu Laforest.
11/20/2025	Sleeth, Jordan	0.80	QA review of Third Report of Receiver
11/21/2025	Foran, James	0.80	Review of comments from QA process, call with Mathieu Laforest on Third Report of Receiver
11/21/2025	Laforest, Mathieu	1.10	Review of Third Report following internal QA
11/24/2025	Foran, James	0.20	Disbursement review and approval
11/26/2025	O'Brien, Colleen	0.80	Prepare draft 246(2) report for Mathieu Laforest for review
12/16/2025	O'Brien, Colleen	0.40	Update estate financial position for Mathieu Laforest
12/16/2025	Laforest, Mathieu	0.70	Review draft 246(2) report and preparation of an updated receipts and disbursements schedule
12/18/2025	Laforest, Mathieu	0.80	Review of court materials including the third report, draft motion and order.
12/19/2025	Foran, James	0.20	Disbursement review and approval
Total		24.90	

This is Exhibit "B" referred to in the Affidavit of James Foran sworn before me on the 9th day of February, 2026.



Commissioner of Oaths being a Solicitor

GAVIN D. F. MACDONALD
A Barrister of the Supreme
Court of Nova Scotia

In the matter of the receivership of
D&P GOODER HOLDING LTD.
IFOODEQUIPMENT.COM INC.
IBC FOOD EQUIPMENT, INC.
Summary of invoices of Deloitte Restructuring Inc. ("Deloitte")
For the period January 1 to December 31, 2025
Prepared on January 26, 2026

Individual	Title	Hours	Rate	Fees	Administrative Expense	Disbursements	HST	Total
James Foran	Senior Vice President	43.50	600.00	26,100.00	783.00	306.44	3,883.68	31,073.12
Jorden Sleeth	Senior Vice President	3.30	600.00	1,980.00	59.40	-	291.30	2,330.70
Mathieu Laforest	Senior Manager	140.10	500.00	70,050.00	2,101.51	-	10,305.95	82,457.46
Megan Waterhouse	Senior Manager	0.20	500.00	100.00	3.00	-	14.71	117.71
Colleen O'Brien	Manager	33.70	400.00	13,480.00	404.40	-	1,983.22	15,867.62
Ian Lewis	Senior Associate	32.20	325.00	10,465.00	313.95	-	1,539.64	12,318.59
Katelyn Parsons	Senior Associate	0.80	325.00	260.00	7.80	-	38.25	306.05
Jakob Young	Analyst	2.80	250.00	700.00	21.00	-	102.99	823.99
		256.60		123,135.00	3,694.06	306.44	18,159.74	145,295.24
	IT equipment					5,600.99	800.03	6,401.02
	Postage					384.03	54.85	438.88
						5,985.02	854.88	6,839.90
Total						6,291.46	19,014.62	152,135.14

APPENDIX I - AFFIDAVIT OF SIMON-PIERRE GODBOUT

IN THE COURT OF KING'S BENCH OF NEW BRUNSWICK
TRIAL DIVISION (In Bankruptcy and Insolvency)
JUDICIAL DISTRICT OF SAINT JOHN

IN THE MATTER OF THE RECEIVERSHIP OF:

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

-and-

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

BETWEEN:

ROYAL BANK OF CANADA

APPLICANT

- and -

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

RESPONDENT

AFFIDAVIT OF SIMON-PIERRE GODBOUT

I, Simon-Pierre Godbout, make oath and say as follows:

1. I am a Partner with the law firm Cox & Palmer ("**Cox & Palmer**"), solicitors for the Court Appointed Receiver, Deloitte Restructuring Inc. ("**Deloitte**"), in the within matter and as such, I have personal knowledge of the evidence sworn to in this affidavit except where otherwise stated to be based on information or belief.
2. I have been involved in this proceeding at Cox & Palmer.
3. Attached hereto and marked as **Exhibit "A"** are true copies of the detailed invoices issued by Cox & Palmer for fees and disbursements (collectively, the "**Invoices**") in this matter covering the period of February 1 to December 31, 2025 (the "**Period**").
4. As detailed in the Invoices, from the period of February 1 to December 31, 2025, Cox & Palmer's invoiced fees amount to \$39,348.00 and Cox & Palmer incurred and invoiced disbursements in the amount of \$1,688.20, plus Harmonized Sales Tax (HST) on fees and disbursements in the amount of \$5,969.94 for a total of \$47,006.14.

5. The Invoices are a fair and accurate description of the services provided and the amounts charged by Cox & Palmer.
6. The fees set out in the Invoices are calculated on the basis of the hours spent by Cox & Palmer personnel, multiplied by the applicable standard hourly rates charged by Cox & Palmer. The total time comprised in the Invoices is 108.4 hours at an average hourly rate of approximately \$362.99. To the best of my knowledge and belief, the rates charged by Cox & Palmer throughout these proceedings are comparable to the rates charged by other insolvency firms in the Atlantic Provinces for the provisions of similar services.
7. Attached hereto and marked as **Exhibit "B"** is a schedule summarizing the billing rates, total hours and total fees charged for each professional that has completed work on this file during the Period.
8. I have reviewed the account of Cox & Palmer and do verily believe that:
 - (a) Cox & Palmer's professional fees and disbursements have been properly incurred and are fair and reasonable in the circumstances;
 - (b) Cox & Palmer's fees in this matter are consistent to those charged by insolvency firms with the capacity to handle a file of comparable size and complexity;
 - (c) the work completed by Cox & Palmer was delegated to the appropriate professionals in Cox & Palmer with the appropriate seniority and appropriate hourly rates;
 - (d) the Invoices were provided to the Applicant when rendered and all have been approved by the Applicant, and
 - (e) the services were performed by Cox & Palmer in a prudent and economical manner.
9. I make this affidavit in support of a motion by the Receiver, for, among other things, the approval of the fees and disbursements of Cox & Palmer.

SWORN TO before me at Moncton, New Brunswick
on February 26, 2026.



A commissioner of Oaths
Being a solicitor



Simon-Pierre Godbout

*This is Exhibit "A" referred to in the Affidavit of
Simon-Pierre Godbout sworn before me on the 26th
day of February, 2026.*

A handwritten signature in blue ink, appearing to be 'C. L. ...', written over a horizontal line.

A Commissioner of Oaths, being a Solicitor

Deloitte Restructuring Inc. / Restructuration Deloitte Inc.
1741 Lower Water Street, Suite 800
Halifax, NS B3J 0J2

February 28, 2025
File #50070282-00001
Your Ref:
HST REG.#121439335 RT0001
Client # 50070282

INVOICE SUMMARY

Invoice # 500151146

RE: iFoodEquipment.com Inc. and David Flanagan

Fees for this Invoice	\$3,657.50
Taxable Disbursements for this Invoice	2.45
Non-Taxable Disbursements for this Invoice	0.00
HST	549.00
Total Invoice	\$4,208.95
BALANCE NOW DUE	\$4,208.95

Payment Instructions:

File Number: 50070282-00001

Bill Number: 500151146

Balance Due: \$4,208.95

Paying by cheque or cash: Please return this page with your payment.

Paying by Visa, Mastercard or AMEX: please contact reception at 506-856-9800 or receptionmct@coxandpalmer.com

E-Transfer payments: please email accounts@coxandpalmer.com. Please add your client number in the message option.

Online Banking: please add Cox & Palmer as a payee and enter your 8-digit client number 50070282 when prompted for an account.

Terms: An interest charge of 12% per annum is payable on the balance not paid within 45 days of the date of the invoice.

Deloitte Restructuring Inc. / Restructuration Deloitte Inc.
1741 Lower Water Street, Suite 800
Halifax, NS B3J 0J2

February 28, 2025
File #50070282-00001
Your Ref:
HST REG.#121439335 RT0001
Client # 50070282

Invoice #:500151146

For professional services rendered in connection with this matter:
RE: iFoodEquipment.com Inc. and David Flanagan

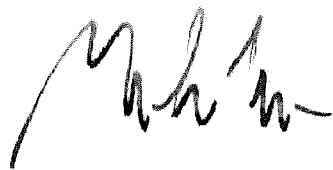
<u>DATE</u>	<u>DESCRIPTION</u>	<u>LWY</u>	<u>TIME</u>	<u>AMOUNT</u>
February 4, 2025	Instruct A Robert re tender research	GLC	0.30	157.50
February 5, 2025	Research re: Sale of assets outside court-approved sale process.	AR	2.50	437.50
February 5, 2025	Review of research results and report to Deloitte	GLC	0.40	210.00
February 13, 2025	Review of transaction documents and further matters	GLC	0.40	210.00
February 20, 2025	Call with Mathieu Laforest	GLC	0.20	105.00
February 20, 2025	File review re accepted offers	GLC	0.30	157.50
February 21, 2025	Review of file and initial preparation of materials for approval motion	GLC	0.60	315.00
February 21, 2025	Receipt and review of email from J Foran	GLC	0.10	52.50
February 21, 2025	Email to James Foran	GLC	0.20	105.00
February 27, 2025	Prepare draft Notice of Motion requesting Approval and Vesting Order.	AR	1.50	262.50
February 27, 2025	Review and revise drat report by receiver and comment on same	GLC	1.30	682.50
February 27, 2025	Emails to and from Deloitte re time estimate for attendance before court and draft receiver's reports	GLC	0.20	105.00
February 28, 2025	Prepare draft Notice of Motion requesting Sale Approval and Vesting Order.	AR	4.00	700.00
February 28, 2025	File review and emails to Deloitte	GLC	0.30	157.50
To our fee				\$3,657.50

TAXABLE DISBURSEMENTS:

Photocopies	\$2.45
Total Taxable Disbursements:	<u>\$2.45</u>

SUMMARY:

Fees	\$3,657.50
Disbursements	<u>\$2.45</u>
Subtotal	\$3,659.95
HST Fees	\$548.63
HST Disbursements	<u>\$0.37</u>
Subtotal	\$549.00
TOTAL INVOICE	<u>\$4,208.95</u>
BALANCE NOW DUE	<u>\$4,208.95</u>



George L. Cooper, KC

Deloitte Restructuring Inc. / Restructuration Deloitte Inc.
1741 Lower Water Street, Suite 800
Halifax, NS B3J 0J2

March 31, 2025
File #50070282-00001
Your Ref:
HST REG.#121439335 RT0001
Client # 50070282

INVOICE SUMMARY

Invoice # 500152875

RE: iFoodEquipment.com Inc. and David Flanagan

Fees for this Invoice	\$19,837.50
Taxable Disbursements for this Invoice	1,368.17
Non-Taxable Disbursements for this Invoice	0.00
HST	3,180.86
Total Invoice	\$24,386.53
BALANCE NOW DUE	\$24,386.53

Payment Instructions:

File Number: 50070282-00001

Bill Number: 500152875

Balance Due: \$24,386.53

Paying by cheque or cash: Please return this page with your payment.

Paying by Visa, Mastercard or AMEX: please contact reception at 506-856-9800 or receptionmct@coxandpalmer.com

E-Transfer payments: please email accounts@coxandpalmer.com. Please add your client number in the message option.

Online Banking: please add Cox & Palmer as a payee and enter your 8-digit client number 50070282 when prompted for an account.

Terms: An interest charge of 12% per annum is payable on the balance not paid within 45 days of the date of the invoice.

Deloitte Restructuring Inc. / Restructuration Deloitte Inc.
1741 Lower Water Street, Suite 800
Halifax, NS B3J 0J2

March 31, 2025
File #50070282-00001
Your Ref:
HST REG.#121439335 RT0001
Client # 50070282

Invoice #:500152875

For professional services rendered in connection with this matter:
RE: iFoodEquipment.com Inc. and David Flanagan

<u>DATE</u>	<u>DESCRIPTION</u>	<u>LWY</u>	<u>TIME</u>	<u>AMOUNT</u>
March 3, 2025	Prepare draft Approval and Vesting Order for AVO Application.	AR	0.80	140.00
March 4, 2025	Prepare draft Approval and Vesting Order re: 713060 NB Ltd.	AR	1.50	262.50
March 4, 2025	Prepare draft Approval and Vesting Order re: MacDougal Auctioneers.	AR	1.80	315.00
March 4, 2025	Prepare draft Approval and Vesting Order re: Edge Foods.	AR	0.50	87.50
March 4, 2025	Prepare draft Ancillary Order for AVO Application.	AR	0.50	87.50
March 4, 2025	Emails to and from Purchaser's counsel	GLC	0.20	105.00
March 4, 2025	Review of file re preparation of motion materials	GLC	0.30	157.50
March 4, 2025	Email to purchaser's counsel	GLC	0.40	210.00
March 4, 2025	Email to Deloitte re email to counsel and timing of motion	GLC	0.10	52.50
March 5, 2025	Prepare draft Ancillary Order for AVO Application.	AR	1.50	262.50
March 6, 2025	Revise draft Orders for Approval and Vesting Order application.	AR	0.30	52.50
March 6, 2025	Review and revise Notice of Motion and four draft orders; circulate to client	GLC	1.20	630.00
March 11, 2025	Attend to finalize the Motion for Approval; Execution and review of Affidavits; emails with Deloitte;	SPG	1.60	672.00
March 14, 2025	Preparation of Notice of Motion for Filing; Correspondence with client;	SPG	1.70	714.00

<u>DATE</u>	<u>DESCRIPTION</u>	<u>LWY</u>	<u>TIME</u>	<u>AMOUNT</u>
	Correspondence with the Court;			
March 17, 2025	Review and update service list;	SPG	0.40	168.00
March 17, 2025	Review recent considerations on leave to Receiver to assign into Bankruptcy in preparation for approval motion;	SPG	1.30	546.00
March 17, 2025	Email to Mathieu Laforest re: do you have the most recent service list on hand?	SPG	0.20	84.00
March 18, 2025	Email to Clients re: sending the revised draft orders along with the necessary changes that were done.	SPG	0.20	84.00
March 18, 2025	Email from Mathieu Laforest re: no further comments on the draft materials	SPG	0.10	42.00
March 18, 2025	Email to Client re: we are still waiting for the court date.	SPG	0.10	42.00
March 18, 2025	Review, amend and update the draft orders; attend to filing; emails with client;	SPG	1.60	672.00
March 18, 2025	Correspondence with the Court re: Hearing Date; Emails with Deloitte;	SPG	0.30	126.00
March 18, 2025	Email to Client re: advising the client of the Court date of March 25, 2025 at 10:00 a.m.	SPG	0.10	42.00
March 18, 2025	Email from James Foran re: can you please confirm with the Court regarding attending virtually?	SPG	0.10	42.00
March 18, 2025	Email from SPG re: will provide dial-in particulars once we have them.	SPG	0.20	84.00
March 19, 2025	Discussion with SPG to receive instructions re: draft lease.	KH	0.10	29.00
March 19, 2025	Reviewed email correspondence forwarded by SPG, including lease terms.	KH	0.10	29.00
March 19, 2025	Prepared draft lease.	KH	3.20	928.00
March 19, 2025	Emailed SPG draft lease and details to be confirmed.	KH	0.20	58.00

<u>DATE</u>	<u>DESCRIPTION</u>	<u>LWY</u>	<u>TIME</u>	<u>AMOUNT</u>
March 19, 2025	Correspondence to the Service List re: Notice of Motion for AVO and correspondence with the Court re: Telephone conference dial in;	SPG	0.60	252.00
March 19, 2025	Email from Gerry Naughler re: confirmation of receipt.	SPG	0.10	42.00
March 19, 2025	Email to Service List re: confirmation of telephone conference and dial-in information.	SPG	0.20	84.00
March 19, 2025	Email to Enrico Scichilone re: we sent the documents to you our of an abundance of caution after seeing your name and can you please provide us with the address of Mr. Flanagan.	SPG	0.20	84.00
March 20, 2025	Reviewed email and attached lease documents from SPG.	KH	0.10	29.00
March 20, 2025	Responded to SPG via email re: draft lease documents.	KH	0.10	29.00
March 20, 2025	review and amend lease agreemeent;	SPG	1.00	420.00
March 21, 2025	Emails to and from Deloitte,, re GoDaddy	GLC	0.20	105.00
March 21, 2025	Emails to and from counsel to GoDaddy	GLC	0.30	157.50
March 21, 2025	Drafting and preparing Record on Motion.	MG	0.70	112.00
March 21, 2025	Record on Motion and correspondence;	SPG	1.50	630.00
March 21, 2025	GoDaddy Order;	SPG	0.60	252.00
March 21, 2025	Email from SPG re: serving the Record on Motion on Service List.	SPG	0.20	84.00
March 23, 2025	Drafting Pre-Hearing Brief;	SPG	2.70	1,134.00
March 24, 2025	Review of Record on Motion in preparation for approval motion scheduled for March 25, 2025.	GLC	1.50	787.50
March 24, 2025	Email to Court re: filing Receiver's Brief, Affidavit of Service of Janice Barrieau, and updated draft Approval and Vesting Orders.	SPG	0.20	84.00
March 24, 2025	Email to Service List re: serving	SPG	0.20	84.00

<u>DATE</u>	<u>DESCRIPTION</u>	<u>LWY</u>	<u>TIME</u>	<u>AMOUNT</u>
	Receiver's Brief, Affidavit of Service of Janice Barrieau, and updated draft Approval and Vesting Orders.			
March 24, 2025	Email from Court re: acknowledging receipt of Brief.	SPG	0.10	42.00
March 24, 2025	Finalize pre-hearing Brief; research criteria leave to assign into bankruptcy per directive from J. Stephenson.	SPG	6.10	2,562.00
March 24, 2025	Preparation for hearing: update orders; correspondence with court and service list;	SPG	1.90	798.00
March 24, 2025	Correspondence with receiver re lease and dial-in;	SPG	0.40	168.00
March 25, 2025	Attend New Brunswick Court of King's Bench in Saint John N.B.	GLC	5.50	2,887.50
March 25, 2025	Email from Court - Approval and Vesting Orders signed by Justice Stephenson.	SPG	0.10	42.00
March 25, 2025	Prepare Addendum to Confidential Supplement per J. Stephenson;	SPG	1.60	672.00
March 25, 2025	Emails with Deloitte; review and update bid summary; further emails with Deloitte; Receipt of copies of the AVOs;	SPG	0.80	336.00
March 25, 2025	Email to Deloitte providing the signed Approval and Vesting Orders.	SPG	0.10	42.00
March 26, 2025	Review and comment on revised draft orders	GLC	0.30	157.50
March 26, 2025	Email to Court re: providing clean copy of Ancillary Order for signature by Justice Stephenson.	SPG	0.20	84.00
March 28, 2025	Review of transaction documents and structure re asset sales	GLC	0.50	262.50
March 28, 2025	emails with deloitte; preliminary drafting of Edge Food closing documents;	SPG	0.60	252.00
March 31, 2025	Prepare Closing Checklist for Sale of	AR	1.00	175.00

<u>DATE</u>	<u>DESCRIPTION</u>	<u>LWY</u>	<u>TIME</u>	<u>AMOUNT</u>
	Parcels 1A and 1B to 713860 NB Ltd.			
March 31, 2025	Prepare Closing Checklist for Sale of Parcels 2A, 2B, 3 and 6 to McDougall.	AR	0.80	140.00
March 31, 2025	Prepare Closing Checklist for Sale of Parcels 4A, 4B and 4C to Edge Foods.	AR	0.70	122.50
	To our fee			\$19,837.50

TAXABLE DISBURSEMENTS:

Delivery & courier	\$69.19
Mileage	191.58
Photocopies	1,107.40
Total Taxable Disbursements:	\$1,368.17

SUMMARY:

Fees	\$19,837.50
Disbursements	\$1,368.17
Subtotal	\$21,205.67
HST Fees	\$2,975.63
HST Disbursements	\$205.23
Subtotal	\$3,180.86
TOTAL INVOICE	\$24,386.53
BALANCE NOW DUE	\$24,386.53



George L. Cooper, KC

Deloitte Restructuring Inc. / Restructuration Deloitte Inc.
1741 Lower Water Street, Suite 800
Halifax, NS B3J 0J2

August 31, 2025
File #50070282-00001
Your Ref:
HST REG.#121439335 RT0001
Client # 50070282

INVOICE SUMMARY

Invoice # 500159515

RE: iFoodEquipment.com Inc. and David Flanagan

Fees for this Invoice	\$6,043.50
Taxable Disbursements for this Invoice	107.08
Non-Taxable Disbursements for this Invoice	170.00
HST	861.08
Total Invoice	\$7,181.66
BALANCE NOW DUE	\$7,181.66

Payment Instructions:

File Number: 50070282-00001

Bill Number: 500159515

Balance Due: \$7,181.66

Paying by cheque or cash: Please return this page with your payment.

Paying by Visa, Mastercard or AMEX: please contact reception at 506-856-9800 or receptionmct@coxandpalmer.com

E-Transfer payments: please email accounts@coxandpalmer.com. Please add your client number in the message option.

Online Banking: please add Cox & Palmer as a payee and enter your 8-digit client number 50070282 when prompted for an account.

Terms: An interest charge of 12% per annum is payable on the balance not paid within 45 days of the date of the invoice.

Deloitte Restructuring Inc. / Restructuration Deloitte Inc.
1741 Lower Water Street, Suite 800
Halifax, NS B3J 0J2

August 31, 2025
File #50070282-00001
Your Ref:
HST REG.#121439335 RT0001
Client # 50070282

Invoice #:500159515

For professional services rendered in connection with this matter:
RE: iFoodEquipment.com Inc. and David Flanagan

<u>DATE</u>	<u>DESCRIPTION</u>	<u>LWY</u>	<u>TIME</u>	<u>AMOUNT</u>
June 25, 2025	Sale of Parcels 1A and 1B: Prepared Bill of Sale for HVAC Equipment, CLE for registration of Receivership Order on Land Titles, CLE for registration of AVO on Land Titles	AR	2.00	370.00
June 25, 2025	Emails with purchaser's counsel; emails with deloitte re: sale document for real estate;	SPG	0.30	126.00
June 30, 2025	Prepare HST Certificate for the sale of 170 Millennium Blvd.	AR	0.20	37.00
June 30, 2025	Email exchange with James Fowler re: providing our draft documents to him for approval and comments.	SPG	0.20	84.00
July 2, 2025	Email exchange with Margo Chase regarding the Receivership Order being submitted for registration.	SPG	0.20	84.00
July 2, 2025	Email from James Fowler re: will provide a better timeline once we received the financing letter this afternoon.	SPG	0.10	42.00
July 2, 2025	Attend to registration of Receivership Order; Draft Certificate of Legal Effect; Update draft sale document re: Naming Convention;	SPG	0.80	336.00
July 2, 2025	Emails and follow ups with Deloitte re: Bankruptcy;	SPG	0.70	294.00
July 3, 2025	Review of various closing docs	GLC	0.40	210.00
July 3, 2025	Email to Fowler Law re: providing update on Receivership Order being	SPG	0.20	84.00

<u>DATE</u>	<u>DESCRIPTION</u>	<u>LWY</u>	<u>TIME</u>	<u>AMOUNT</u>
	registered and will provide a copy of CRO upon receipt.			
July 3, 2025	Emails with Mathieu Laforest; Emails with Department of Finance re Proof of Claim and Property Taxes; Further emails and telephone call with opposing counsel re adjustments and impending closing;	SPG	1.10	462.00
July 3, 2025	Review and amendments on purchaser documents and tax certificates; update closing documents;	SPG	0.30	126.00
July 3, 2025	Email exchange with Fowler Law re: HST Certificate and a change, along with requesting an update on financing.	SPG	0.20	84.00
July 4, 2025	Review of various matters re closing and closing documents	GLC	0.30	157.50
July 4, 2025	Meet with James Foran for execution of conveyancing documents; emails to/from Simon-Pierre Godbout re same;	NCGM	0.40	166.00
July 4, 2025	Email exchange with Fowler Law re: providing new Tax Certificate and advising the potential of closing in escrow subject to funding; being advise Fowler has inquired about funding; confirmation of extension until July 7, 2025.	SPG	0.20	84.00
July 4, 2025	Email exchange with Mathieu Laforest re: confirmation of adjustments to purchase price.	SPG	0.20	84.00
July 4, 2025	Telephone call with opposing counsel - closing logistics and extension;	SPG	0.30	126.00
July 4, 2025	Emails with Halifax Counsel re: Execution of sale documents by James Foran;	SPG	0.40	168.00
July 7, 2025	Email from Fowler Law re: providing us with their draft Statement of Adjustments.	SPG	0.10	42.00
July 7, 2025	Email exchange with Fowler Law re: providing us with the water and sewer	SPG	0.20	84.00

<u>DATE</u>	<u>DESCRIPTION</u>	<u>LWY</u>	<u>TIME</u>	<u>AMOUNT</u>
	certificate, and providing revised draft Statement of Adjustments along with undertaking.			
July 7, 2025	Email exchange with Mathieu Laforest re: providing update on Statement of Adjustment.	SPG	0.20	84.00
July 7, 2025	Email from Fowler Law re: requesting additional Vendor's undertaking.	SPG	0.10	42.00
July 7, 2025	Email to Fowler Law re: advising that we are ready to close.	SPG	0.10	42.00
July 7, 2025	Email to Mathieu Laforest re: we are in receipt of the funds and working through the last few post-closing items before releasing the funds.	SPG	0.20	84.00
July 7, 2025	Email to Fowler Law re: we have released the Transfer and the CLE for the Vesting Order has been submitted for registration.	SPG	0.20	84.00
July 8, 2025	Email exchange with Fowler Law re: requesting confirmation not to release the funds until the re-release of the Transfer, and providing confirmation of holding funds.	SPG	0.20	84.00
July 8, 2025	Email to Mathieu Laforest re: providing him with a copy of the Receiver's Certificate for review and execution.	SPG	0.20	84.00
July 8, 2025	Attend to closing; revisions to transfer; emails with Deloitte;	SPG	0.80	336.00
July 9, 2025	Emails with opposing counsel re: Post closing matters re Registration of Vesting Order and update to Transfer;	SPG	0.80	336.00
July 10, 2025	Email exchange with Fowler Law re: advising we can now release the funds and providing our thanks for the update and their cooperation.	SPG	0.20	84.00
July 10, 2025	Email to Client re: advising that all registrations are now completed and funds should be arriving soon.	SPG	0.20	84.00
July 10, 2025	Email from James Foran re: providing	SPG	0.10	42.00

<u>DATE</u>	<u>DESCRIPTION</u>	<u>LWY</u>	<u>TIME</u>	<u>AMOUNT</u>
	us with a copy of the Receiver's Certificate.			
July 10, 2025	Email from Mathieu Laforest re: seeking an update on the security opinion.	SPG	0.10	42.00
July 10, 2025	Review and update Receiver's Certificate;	SPG	0.30	126.00
July 11, 2025	Receipt of Receiver's Certificate;	SPG	0.20	84.00
July 14, 2025	Correspondence with counsel for RBC re: Security Package; Correspondence with Deloitte;	SPG	0.30	126.00
August 6, 2025	emails with counsel for RBC re: Follow up on security package;	SPG	0.20	84.00
August 8, 2025	Attend to filing receiver's certificates;	SPG	0.40	168.00
August 11, 2025	Emails with Deloitte re: Missing Receiver's Certificates for 2/3 transactions;	SPG	0.30	126.00
August 19, 2025	Initial review of security docs	GLC	1.00	525.00
August 19, 2025	Receipt of RBC security package;	SPG	0.30	126.00
To our fee				\$6,043.50

<u>LAWYER</u>	<u>INITIALS</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
George Cooper	GLC	1.70	525.00	892.50
Simon-Pierre Godbout	SPG	10.90	420.00	4,578.00
Nicholas C. Mott	NCGM	0.40	415.00	166.00
Alexandre Robert	AR	2.20	185.00	407.00

NON-TAXABLE DISBURSEMENTS:

Registration costs (NT)	\$170.00
Total Non-Taxable Disbursements:	\$170.00

TAXABLE DISBURSEMENTS:

Bank Fees	\$25.00
Delivery & courier	52.28
Photocopies	4.90

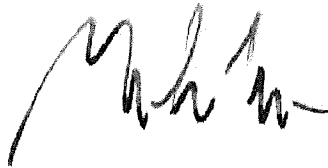
Printing (in-house)	4.90
Tax Certificate	20.00
Total Taxable Disbursements:	<u>\$107.08</u>

SUMMARY:

Fees	\$6,043.50
Disbursements	<u>\$277.08</u>
Subtotal	\$6,320.58

HST Fees	\$846.09
HST Disbursements	<u>\$14.99</u>
Subtotal	\$861.08

TOTAL INVOICE	<u>\$7,181.66</u>
BALANCE NOW DUE	<u>\$7,181.66</u>



George L. Cooper, KC

Deloitte Restructuring Inc. / Restructuration Deloitte Inc.
1741 Lower Water Street, Suite 800
Halifax, NS B3J 0J2

September 30, 2025
File #50070282-00001
Your Ref:
HST REG.#121439335 RT0001
Client # 50070282

INVOICE SUMMARY

Invoice # 500161041

RE: iFoodEquipment.com Inc. and David Flanagan

Fees for this Invoice	\$3,066.00
Taxable Disbursements for this Invoice	30.00
Non-Taxable Disbursements for this Invoice	0.00
HST	433.44
Total Invoice	\$3,529.44
BALANCE NOW DUE	\$3,529.44

Payment Instructions:

File Number: 50070282-00001

Bill Number: 500161041

Balance Due: \$3,529.44

Paying by cheque or cash: Please return this page with your payment.

Paying by Visa, Mastercard or AMEX: please contact reception at 506-856-9800 or receptionmct@coxandpalmer.com

E-Transfer payments: please email accounts@coxandpalmer.com. Please add your client number in the message option.

Online Banking: please add Cox & Palmer as a payee and enter your 8-digit client number 50070282 when prompted for an account.

Terms: An interest charge of 12% per annum is payable on the balance not paid within 45 days of the date of the invoice.

Deloitte Restructuring Inc. / Restructuration Deloitte Inc.
1741 Lower Water Street, Suite 800
Halifax, NS B3J 0J2

September 30, 2025
File #50070282-00001
Your Ref:
HST REG.#121439335 RT0001
Client # 50070282

Invoice #:500161041

For professional services rendered in connection with this matter:
RE: iFoodEquipment.com Inc. and David Flanagan

<u>DATE</u>	<u>DESCRIPTION</u>	<u>LWY</u>	<u>TIME</u>	<u>AMOUNT</u>
September 8, 2025	Emails and telephone call with Deloitte re: Security Opinion;	SPG	0.20	84.00
September 23, 2025	Security Review;	SPG	1.10	462.00
September 24, 2025	Security Review;	SPG	1.10	462.00
September 25, 2025	Security Review and drafting Opinion;	SPG	4.10	1,722.00
September 26, 2025	Emails with M. Laforest and J. Santimaw re: Priority Agreement;	SPG	0.80	336.00
To our fee				\$3,066.00

<u>LAWYER</u>	<u>INITIALS</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Simon-Pierre Godbout	SPG	7.30	420.00	3,066.00

TAXABLE DISBURSEMENTS:

PPSA - Search	\$30.00
Total Taxable Disbursements:	\$30.00

SUMMARY:

Fees	\$3,066.00
Disbursements	\$30.00
Subtotal	\$3,096.00
HST Fees	\$429.24
HST Disbursements	\$4.20
Subtotal	\$433.44

COX & PALMER | coxandpalmerlaw.com

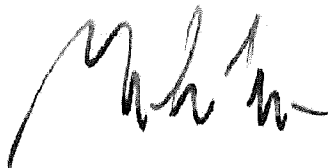
New Brunswick | Newfoundland & Labrador | Nova Scotia | Prince Edward Island

644 Main Street
Suite 500
Moncton, NB E1C 1E2
Tel: 506-856-9800
Fax: 506-856-8150

TOTAL INVOICE
BALANCE NOW DUE

\$3,529.44

\$3,529.44



George L. Cooper, KC

Deloitte Restructuring Inc. / Restructuration Deloitte Inc.
1741 Lower Water Street, Suite 800
Halifax, NS B3J 0J2

December 31, 2025
File #50070282-00001
Your Ref:
HST REG.#121439335 RT0001
Client # 50070282

INVOICE SUMMARY

Invoice # 500166578

RE: iFoodEquipment.com Inc. and David Flanagan

Fees for this Invoice	\$6,743.50
Taxable Disbursements for this Invoice	10.50
Non-Taxable Disbursements for this Invoice	0.00
HST	945.56
Total Invoice	\$7,699.56
BALANCE NOW DUE	\$7,699.56

Payment Instructions:

File Number: 50070282-00001

Bill Number: 500166578

Balance Due: \$7,699.56

Paying by cheque or cash: Please return this page with your payment.

Paying by Visa, Mastercard or AMEX: please contact reception at 506-856-9800 or receptionmct@coxandpalmer.com

E-Transfer payments: please email accounts@coxandpalmer.com. Please add your client number in the message option.

Online Banking: please add Cox & Palmer as a payee and enter your 8-digit client number 50070282 when prompted for an account.

Terms: An interest charge of 12% per annum is payable on the balance not paid within 45 days of the date of the invoice.

Deloitte Restructuring Inc. / Restructuration Deloitte Inc.
1741 Lower Water Street, Suite 800
Halifax, NS B3J 0J2

December 31, 2025
File #50070282-00001
Your Ref:
HST REG.#121439335 RT0001
Client # 50070282

Invoice #:500166578

For professional services rendered in connection with this matter:
RE: iFoodEquipment.com Inc. and David Flanagan

<u>DATE</u>	<u>DESCRIPTION</u>	<u>LWY</u>	<u>TIME</u>	<u>AMOUNT</u>
October 2, 2025	Review and comment on security opinion	GLC	0.50	262.50
October 2, 2025	Emails with Deloitte and counsel for RBC re priority Agreement with BDC;	SPG	0.40	168.00
October 3, 2025	Update opinion re: No Priority Agreement amongst BDC and RBC;	SPG	1.30	546.00
October 16, 2025	Update Security Review re RBC / BDC Priority Agreement;	SPG	1.40	588.00
October 17, 2025	Email to Julia Parent re: requesting a copy of the BDC's security in relation to the Debtors.	SPG	0.20	84.00
October 17, 2025	update opinion re: BDC Security;	SPG	0.80	336.00
October 20, 2025	Receipt and review of BDC Security; update security opinion;	SPG	1.00	420.00
October 21, 2025	Finalize revised opinion;	SPG	1.10	462.00
October 22, 2025	Finalize revised opinion to Deloitte re: BDC Security;	SPG	1.30	546.00
November 3, 2025	Emails with Deloitte re closign;	SPG	0.30	126.00
November 14, 2025	Emails with deloitte;	SPG	0.40	168.00
November 17, 2025	Emails with Deloitte; review mortgages; telephone call with Deloitte;	SPG	0.60	252.00
November 21, 2025	Receipt of Third Report; emails with Deloitte;	SPG	0.20	84.00
December 16, 2025	Prepare Motion seeking Discharge and Distribution: Review the First Report, Second Report, and Confidential Supplement to the Second Report of	AR	0.50	95.00

<u>DATE</u>	<u>DESCRIPTION</u>	<u>LWY</u>	<u>TIME</u>	<u>AMOUNT</u>
	the Receiver filed in these receivership proceedings.			
December 16, 2025	Prepare Motion seeking Discharge and Distribution: Review draft Third Report of the Receiver.	AR	0.80	152.00
December 16, 2025	Prepare Motion seeking Discharge and Distribution: Draft Relief Sought section of Notice of Motion.	AR	2.50	475.00
December 16, 2025	Prepare Motion seeking Discharge and Distribution: Draft Grounds section of Notice of Motion.	AR	3.80	722.00
December 16, 2025	Prepare Motion seeking Discharge and Distribution: Conduct research regarding submissions required to obtain Court approval for discharge prior to final distributions.	AR	1.00	190.00
December 17, 2025	Prepare Motion seeking Discharge and Distribution: Draft Discharge and Distribution Order (Schedule B to Notice of Motion).	AR	2.00	380.00
December 17, 2025	Prepare Motion seeking Discharge and Distribution: Draft Receiver's Certificate (Schedule C to Notice of Motion).	AR	0.30	57.00
December 17, 2025	Review Discharge Motion and draft orders;	SPG	1.50	630.00
	To our fee			\$6,743.50

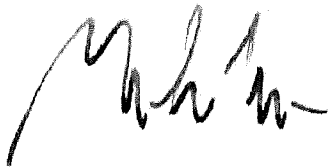
<u>LAWYER</u>	<u>INITIALS</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
George Cooper	GLC	0.50	525.00	262.50
Simon-Pierre Godbout	SPG	10.50	420.00	4,410.00
Alexandre Robert	AR	10.90	190.00	2,071.00

TAXABLE DISBURSEMENTS:

Photocopies	\$10.50
Total Taxable Disbursements:	\$10.50

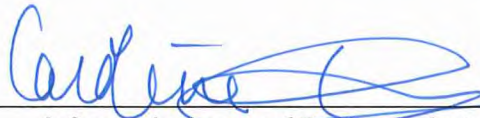
SUMMARY:

Fees			\$6,743.50
Disbursements			\$10.50
	Subtotal		<u>\$6,754.00</u>
HST Fees			\$944.09
HST Disbursements			\$1.47
	Subtotal		<u>\$945.56</u>
TOTAL INVOICE			<u>\$7,699.56</u>
BALANCE NOW DUE			<u>\$7,699.56</u>



George L. Cooper, KC

*This is Exhibit "B" referred to in the Affidavit of
Simon-Pierre Godbout sworn before me on the 26th
day of February, 2026.*

A handwritten signature in blue ink, appearing to read 'Cardine', written over a horizontal line.

A Commissioner of Oaths, being a Solicitor

In the matter of the receivership of
D&P GOODER HOLDING LTD,
IFOOD EQUIPMENT.COM INC,
IBC FOOD EQUIPMENT, INC.

Summary of Invoices of Cox & Palmer
For the period February 1, 2025 to December 31, 2025
Prepared on January 26, 2026

Invoice #	Period	Hours	Net Fees	Average Rate	Disbursements	HST	Total
500151146	February 1, 2025 to February 28, 2025	12.30	3,657.50	297.36	2.45	549.00	4,208.95
500152875	March 1, 2025 to March 31, 2025	51.70	19,837.50	383.70	1,368.17	3,180.86	24,386.53
500159515	June 1, 2025 to August 31, 2025	15.20	6,043.50	397.60	277.08	861.08	7,181.66
500161041	September 1, 2025 to September 30, 2025	7.30	3,066.00	420.00	30.00	433.44	3,529.44
500166578	October 1, 2025 to December 31, 2025	21.90	6,743.50	307.92	10.50	945.56	7,699.56
		108.40	39,348.00	1,806.58	1,688.20	5,969.94	47,006.14