

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE)	THURSDAY, THE 11TH
)	
JUSTICE KIMMEL)	DAY OF DECEMBER, 2025

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF EASTERN MEAT SOLUTIONS INC.,
2298442 ONTARIO LIMITED, COLDTERRA SUPPLY
CHAIN LTD., COLDTERRA REALTY CORPORATION,
RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008)
INC., COLDTERRA REALTY CALGARY CORPORATION
AND EASTERN MEAT SOLUTIONS (USA) CORP.**

Applicants

APPROVAL AND REVERSE VESTING ORDER

THIS MOTION, made by the Applicants pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") for an order, among other things:

- (a) approving: (i) the transaction agreement entered into by and between Coldterra Supply Chain Ltd. (the "**Company**"), Eastern Meat Solutions Inc. ("**EMS**") and Coldterra Realty Corporation ("**CMS**", and together with the Company and EMS, the "**Coldterra Parties**"), as vendors, and 1001435623 Ontario Inc. (the "**Purchaser**"), as purchaser, dated December 9, 2025, (the "**Transaction Agreement**"), a copy of which is attached as Exhibit B to the Twelfth Vanden Broek Affidavit (as defined below); and (ii) the Transaction (as defined in the Transaction Agreement);
- (b) adding 1001438850 Ontario Inc. ("**ResidualCo**") as an applicant, and removing the Company as an applicant, to these proceedings (the "**CCAA Proceedings**");

- (c) vesting out of the Company, and in and to ResidualCo, all Excluded Assets, Excluded Contracts and Excluded Liabilities and discharging all Encumbrances (as defined below) against the Company, the Purchased Shares and the Retained Assets, save and except only for the Permitted Encumbrances (as defined below);
- (d) vesting all of EMS's right, title and interest in and to the Purchased Shares (as defined in the Transaction Agreement) absolutely and exclusively in and to the Purchaser free and clear of any Claims and Encumbrances (each as defined below);
- (e) redeeming, terminating and cancelling all Subject Interests (as defined below) for no consideration;
- (f) authorizing the completion of the Implementation Steps attached as Exhibit "A" to the Transaction Agreement;
- (g) authorizing Robert Vanden Broek to act as the first director of ResidualCo with appropriate protections; and
- (h) granting certain ancillary relief,

was heard this day by judicial videoconference, in accordance with the *Guidelines to Determine Mode of Proceeding in Civil Proceedings*, effective February 1, 2024.

ON READING the Affidavit of Robert Vanden Broek sworn November 27, 2025, the Affidavit of Robert Vanden Broek sworn December 9, 2025 (the "**Twelfth Vanden Broek Affidavit**"), the Sixth Report of Deloitte Restructuring Inc. dated November 27, 2025 (the "**Sixth Report**"), solely in its capacity as the Court-appointed monitor of the Applicants (in such capacity, the "**Monitor**") and the Seventh Report of the Monitor dated December 9, 2025, solely in its capacity as the Monitor, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for Bank of Montreal, in its capacity as DIP Lender (the "**DIP Lender**"), and such other counsel that were present, no one else appearing for any other parties, although duly served as it appears from the certificate of service of Derek Harland, filed,

SERVICE

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

CAPITALIZED TERMS

2. **THIS COURT ORDERS** that all capitalized terms not expressly defined herein are defined, and have the meanings set forth, in the Transaction Agreement and the Amended and Restated Initial Order of the Honourable Justice Penny dated May 31, 2024 (the “ARIO”), as applicable.

APPROVAL AND VESTING

3. **THIS COURT ORDERS** that the Transaction Agreement and the Transaction is hereby approved and the execution of the Transaction Agreement by the Coldterra Parties is hereby authorized and approved, with any amendments as the Coldterra Parties and the Purchaser may deem necessary or otherwise agree to, subject to the approval of the Monitor. The Coldterra Parties are hereby authorized and directed to perform their obligations under the Transaction Agreement, and the Applicants are hereby authorized and directed to take any additional steps and execute any additional documents as may be necessary or desirable for the completion of the Transaction, including filing all necessary corporate amendments.

4. **THIS COURT ORDERS** that notwithstanding any provision hereof, the closing of the Transaction will be deemed to occur pursuant to the terms and in the manner, order and sequence set out in the Transaction Agreement, including in accordance with the Implementation Steps, with any alterations, changes or amendments as may be agreed to pursuant to the terms of the Transaction Agreement.

5. **THIS COURT ORDERS** that this Order will constitute the only authorization required by the Coldterra Parties to proceed with the Transaction and that no shareholder or other approval will be required in connection therewith.

6. **THIS COURT ORDERS** that, at the time of the delivery of the Monitor's certificate (the "**Monitor's Certificate**") to counsel to the Coldterra Parties and counsel to the Purchaser as set out in the Transaction Agreement (the "**Effective Time**"), substantially in the form attached as **Schedule "A"** hereto, the following will occur and will be deemed to have occurred commencing at the Effective Time, all in accordance with the terms of the Transaction Agreement and in accordance with the Implementation Steps set out in the Transaction Agreement and the steps contemplated thereunder:

- (a) immediately prior to the Effective Time, all of the right, title and interest in and to the Excluded Assets of the Company shall vest absolutely and exclusively in Residualco, and all applicable Claims and Encumbrances (each as defined below) shall continue to attach to such Excluded Assets with the same nature and priority as they had immediately prior to their transfer;
- (b) immediately prior to the Effective Time, all of the Excluded Contracts and the Excluded Liabilities (which, for certainty includes all debts, liabilities, obligations, indebtedness, contracts, leases, agreements, and undertakings of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) of the Company (in each case, other than the Assumed Liabilities) shall be transferred to, assumed by and vest absolutely and exclusively in ResidualCo, and shall no longer be obligations of the Company, and the Company and all of the Company's remaining assets, permits, licenses, undertakings and properties of every nature and kind whatsoever and wherever situate (collectively, the "**Retained Assets**") shall be and are hereby forever released and discharged from all of the Excluded Contracts and the Excluded Liabilities, and all related Claims and Encumbrances, other than the permitted encumbrances, easements and restrictive covenants affecting or relating to the Retained Assets or the Purchased Assets listed on **Schedule "B"** (the "**Permitted Encumbrances**"), shall be expunged and discharged as against the Retained Assets;

- (c) at the Effective Time, all of the right, title and interest in and to the Purchased Shares shall vest absolutely and exclusively in the Assignee, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), pledges, assignments, hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, preferential arrangements of any kind or nature whatsoever or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (x) any encumbrances or charges created by the Initial Order or any other Order of this Court; and (y) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the Permitted Encumbrances) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Retained Assets or the Purchased Shares are hereby expunged and discharged as against the Retained Assets and the Purchased Shares, as applicable;
- (d) immediately following the Effective Time, all equity interests of the Company existing prior to the Effective Time (but excluding the Purchased Shares), as well as all options, conversion privileges, equity-based awards, warrants, securities, debentures, loans, notes or other rights, agreements or commitments of any character whatsoever that are held by any Person (as defined herein) and are convertible or exchangeable for any securities of the Company, or that require the issuance, sale or transfer by the Company of any shares or other securities of the Company, or otherwise evidencing a right to acquire the Purchased Shares and/or the share or unit capital of the Company, as applicable, or otherwise relating thereto (but excluding, for greater certainty, the Purchased Shares) (collectively, the “**Subject Interests**”), shall be deemed redeemed, terminated and cancelled; and
- (e) the Company shall and shall be deemed to cease to be an applicant in these CCAA Proceedings and the Company shall be deemed to be released from the purview of the ARIIO and all other Orders of this Court granted in respect of this CCAA

proceeding, save and except for this Order, the provisions of which (as they relate to the Company) shall continue to apply in all respects.

7. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Applicants and the Purchaser regarding the satisfaction or waiver of conditions to closing under the Transaction Agreement and will have no liability to any person with respect to delivery of the Monitor's Certificate.

8. **THIS COURT ORDERS** that the Monitor will file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in connection with the Transaction.

9. **THIS COURT ORDERS** that upon delivery of a copy of the Monitor's Certificate and a copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Applicants and the Retained Assets (collectively, the "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of a copy of the Monitor's Certificate and a copy of this Order as though they were originals and to register such transfers and interest authorizations as may be required to give effect to the terms of this Order and the Transaction Agreement. Presentment of this Order and the Monitor's Certificate will be the sole and sufficient authority for the Governmental Authorities to make and register transfers of interest against any of the Retained Assets and the Monitor, the Applicants and the Purchaser are hereby specifically authorized to discharge the registrations on the Retained Assets.

10. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Applicants or the Monitor, as the case may be, is authorized, permitted and directed to, at the Effective Time, disclose to the Purchaser, all human resources and payroll information in the Company's records pertaining to past and current employees of the Company. The Purchaser will maintain and cause the Applicants, after Closing, to maintain and protect the privacy of any information in accordance with applicable law and will be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of any information by the Company prior to Closing.

11. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Transaction Agreement, all Contracts (including all pending and executory contracts, agreements,

leases and arrangements (whether oral or written)), other than the Excluded Contracts, to which the Company is a party upon delivery of the Monitor's Certificate will be and remain in full force and effect upon and following delivery of the Monitor's Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Applicants);
- (b) the insolvency of the Applicants or the fact that the Applicants sought or obtained relief under the CCAA;
- (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Transaction Agreement, the Transaction or the provisions of this Order, or any other Order of the Court in these proceedings; or
- (d) any transfer, assignment or change of control of the Company arising from the implementation of the Transaction Agreement, the Transaction or the provisions of this Order.

12. **THIS COURT ORDERS** for greater certainty, that: (a) nothing in paragraph 11 hereof will waive, compromise or discharge any obligations of the Company in respect of any Assumed Liabilities; (b) the designation of any Claim as an Assumed Liability is without prejudice to the Company's or the Purchaser's rights to dispute the existence, validity or quantum of any such Assumed Liability; and (c) nothing in this Order and the Transaction Agreement will affect or waive the Company's or the Purchaser's rights and defences, both legal and equitable, with respect

to any Assumed Liability, including, but not limited to, all rights with respect to entitlements to set-offs or recoupments against such Assumed Liability.

13. **THIS COURT ORDERS** that from and after the Effective Time, all Persons will be deemed to have waived any and all defaults of the Company then existing or previously committed by the Company, or caused by the Company, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition or obligation, expressed or implied, in any Assumed Contract, existing between such Person and the Company arising directly or indirectly from the filing by the Company under the CCAA and the implementation of the Transaction, including without limitation any of the matters or events listed in paragraph 11 hereof, and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under any Assumed Contract will be deemed to have been rescinded and of no further force or effect, provided that nothing herein will be deemed to excuse the Coldterra Parties or the Purchaser from performing their respective obligations under the Transaction Agreement or be a waiver of defaults by the Coldterra Parties under the Transaction Agreement and the related documents.

14. **THIS COURT ORDERS** that from and after the Effective Time, any and all Persons will be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessment, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Company, the Retained Assets, the Assumed Contracts or the Purchased Shares relating in any way to or in respect of any Excluded Assets, Excluded Contracts, Excluded Liabilities, and any other claims, obligations and other matters which are waived, released, expunged or discharged pursuant to this Order.

15. **THIS COURT ORDERS** that, from and after the Effective Time:

- (a) the nature of the Assumed Liabilities retained by the Company, including, without limitation, their amount and their secured or unsecured status, will not be affected or altered as a result of the Transaction or this Order;

- (b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, will not be affected or altered as a result of their transfer to ResidualCo;
- (c) any Person that prior to the completion of all steps in the Implementation Steps had a valid right or claim against the Company or the Purchased Shares under or in respect of any Excluded Contract or Excluded Liability (each an “**Excluded Liability Claim**”) will no longer have such right or claim against the Company or the Purchased Shares but will have an equivalent Excluded Liability Claim against ResidualCo in respect of the Excluded Contract or Excluded Liability from and after the completion of all steps in the Implementation Steps in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ResidualCo; and
- (d) the Excluded Liability Claim of any Person against ResidualCo following the completion of all steps in the Implementation Steps will have the same rights, priority and entitlement as such Excluded Liability Claim had against the Company prior to the completion of all steps in the Closing Sequence.

16. **THIS COURT ORDERS** that Robert Vanden Broek is hereby authorized, *nunc pro tunc*, to act as a director and officer of ResidualCo (in such capacity, the “**First Director**”) and, in such capacity, is hereby authorized to take such steps and perform such tasks as are necessary or desirable to facilitate the Transaction.

17. **THIS COURT ORDERS** that the First Director shall not incur any liability as a result of becoming a director or officer of ResidualCo, save and except any liability or obligation incurred as a result of gross negligence or wilful misconduct on his part.

18. **THIS COURT ORDERS** that following the Effective Time, ResidualCo will be a company to which the CCAA applies, and ResidualCo will be added as an applicant in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to: (i) an “**Applicant**” will refer to and include ResidualCo, *mutatis mutandis*; (ii) “*Property*”, as defined in the ARIO, will include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including

all proceeds thereof, of ResidualCo (collectively, the “**ResidualCo Property**”), and, for greater certainty, each of the Charges (as defined in the ARIO) will constitute a charge on the ResidualCo Property.

19. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these CCAA Proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985 c. B-3, as amended (the “**BIA**”) in respect of any Applicant or ResidualCo and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of any Applicant or ResidualCo,

(i) the Transaction Agreement, the implementation of the Transaction (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts, and Excluded Liabilities) in and to ResidualCo; (ii) any payments by the Purchaser authorized herein or pursuant to the Transaction Agreement; and (iii) the terms of this Order, will be binding on any trustee in bankruptcy that may be appointed in respect of any Applicant and/or ResidualCo, and will not be void or voidable by creditors of any Applicant or ResidualCo, as applicable, nor will they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, the BIA or any other applicable federal or provincial legislation, nor will they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

20. **THIS COURT ORDERS** that any right of set-off of Canada Revenue Agency is preserved to the extent that: (i) any amounts that are, or become, due to the Applicants or ResidualCo with respect to obligations arising prior to May 21, 2024 (the “**Filing Date**”) are applied against any amounts that are, or become due, from the Applicants or ResidualCo with respect to obligations arising prior to the Filing Date; or (ii) any amounts that are, or become, due to the Applicants or ResidualCo with respect to obligations arising after the Filing Date are applied against any amounts that are, or become due, from the Applicants or ResidualCo with respect to obligations arising after the Filing Date.

RELEASES

21. **THIS COURT ORDERS** that effective upon the delivery of the Monitor's Certificate to the Applicants and the Purchaser: (a) the Applicants and ResidualCo and their respective current directors, officers, employees, legal counsel and advisors (only in their respective capacities as directors, officers, employees, legal counsel and advisors, and not in any other capacity); (b) the Monitor and its legal counsel, and their respective present directors, officers, partners, employees and advisors; and (c) the Purchaser and its present directors, officers, partners, employees and advisors (the Persons listed in (a) through (c) being collectively, the "**Released Parties**"), will be deemed to be forever irrevocably released and discharged from any and all present and future claims whatsoever (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, offer, investment proposal, dealing, or other fact, matter, occurrence or thing existing or taking place in respect of the terms of this Order or these CCAA Proceedings, or arising in connection with or relating to the Transaction Agreement, the closing documents or any agreement, document, instrument, matter or transaction involving the Company arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Transaction (collectively, the "**Released Claims**"), which Released Claims are hereby fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties; provided that nothing in this paragraph will waive, discharge, release, cancel or bar: (i) any claim for fraud, gross negligence or wilful misconduct; (ii) any claim against ResidualCo in respect of the Excluded Liabilities transferred pursuant to the Closing; or (iii) any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

THE MONITOR

22. **THIS COURT ORDERS** that the Monitor, its employees and representatives will not be deemed directors of ResidualCo, de facto or otherwise, and will incur no liability as a result of

acting in accordance with this Order, other than any liability arising out of or in connection with the gross negligence or wilful misconduct of the Monitor.

23. **THIS COURT ORDERS** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court following a motion brought on not less than fifteen (15) days' notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) will benefit from the protection granted to the Monitor under this paragraph.

24. **THIS COURT ORDERS** that the Monitor will not, as a result of this Order or any matter contemplated hereby: (a) be deemed to have taken part in the management or supervision of the management of the Company or ResidualCo, or to have taken or maintained possession or control of the business or property of any of the Company or ResidualCo, or any part thereof; or (b) be deemed to be in Possession (as defined in the ARIO) of any property of the Company or ResidualCo within the meaning of any applicable Environmental Legislation (as defined in the ARIO) or otherwise.

25. **THIS COURT ORDERS** that nothing in this Order, including the release of the Company from the purview of these CCAA Proceedings pursuant to paragraph 6(e) hereof and the addition of ResidualCo as an Applicant in these CCAA Proceedings will affect, vary, derogate from, limit or amend any rights, approvals and protections afforded to the Monitor in these CCAA Proceedings and Deloitte Restructuring Inc. will continue to have the benefit of any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO, and any other Orders in these CCAA Proceedings or otherwise, including all approvals, protections and stays of proceedings in favour of Deloitte Restructuring Inc. in its capacity as Monitor, all of which are expressly continued and confirmed.

GENERAL

26. **THIS COURT ORDERS** that, following the Effective Time, the Purchaser and the Applicants will be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Company, the Purchased Shares and the Retained Assets.

27. **THIS COURT ORDERS** that following the Effective Time, the title of these CCAA Proceedings is hereby changed to:

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF EASTERN MEAT SOLUTIONS INC., 2298442 ONTARIO LIMITED, COLDTERRA REALTY CORPORATION, RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008) INC., COLDTERRA REALTY CALGARY CORPORATION, EASTERN MEAT SOLUTIONS (USA) CORP. AND 1001438850 ONTARIO INC.

28. **THIS COURT ORDERS** that the Applicants and the Monitor may from time to time apply to this Court for advice and directions in the discharge of their respective powers and duties hereunder.

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

30. **THIS COURT ORDERS** that the Applicants and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

31. **THIS COURT ORDERS** that the Applicants and the Monitor, and their respective counsel, may serve or distribute this Order, or any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to stakeholders or other interested parties and their advisors (if any). For greater certainty, any such distribution or service shall be deemed to be in satisfaction

of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

32. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard Time on the date of this Order without the need for entry or filing.

SCHEDULE “A” – FORM OF MONITOR’S CERTIFICATE

Court File No. CV-24-00720622-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF EASTERN MEAT SOLUTIONS INC.,
2298442 ONTARIO LIMITED, COLDTERRA SUPPLY
CHAIN LTD., COLDTERRA REALTY CORPORATION,
RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008)
INC., COLDTERRA REALTY CALGARY CORPORATION
AND EASTERN MEAT SOLUTIONS (USA) CORP.**

MONITOR’S CERTIFICATE

RECITALS

A. Pursuant to an Initial Order of the Ontario Superior Court of Justice (the “**Court**”) dated May 21, 2024, Coldterra Supply Chain Ltd. (the “**Company**”) and certain of its affiliates were granted creditor protection pursuant to the *Companies’ Creditors Arrangement Act* R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) and Deloitte Restructuring Inc. (“**Deloitte**”) was appointed as court-appointed monitor of the Company.

B. Pursuant to an Order of the Court dated December 11, 2025 (the “**Approval and Reverse Vesting Order**”), the Court, among other things: (a) approved: (i) the transaction agreement entered into by and between Coldterra Supply Chain Ltd. (the “**Company**”), Eastern Meat Solutions Inc. (“**EMS**”) and Coldterra Realty Corporation (“**CMS**”, and together with the Company and EMS, the “**Coldterra Parties**”), as vendors, and 1001435623 Ontario Inc. (the “**Purchaser**”), as purchaser, dated December 9, 2025, (the “**Transaction Agreement**”); and (ii) the Transaction (as defined in the Transaction Agreement); (b) added 1001438850 Ontario Inc.

(“**ResidualCo**”) as an applicant, and removed the Company as an applicant, to these proceedings (the “**CCAA Proceedings**”); (c) vested out of the Company, and in and to ResidualCo, all Excluded Assets, Excluded Contracts, Excluded Liabilities and discharging all Encumbrances (as defined below) against the Company, the Purchased Shares and the Retained Assets, except only for the Permitted Encumbrances (as defined below); (d) vested all of Eastern Meat Solutions Inc.’s right, title and interest in and to the Purchased Shares (as defined in the Transaction Agreement) absolutely and exclusively in and to the Purchaser free and clear of any Claims and Encumbrances; (e) redeemed, terminating and cancelling all Subject Interests (as defined herein), if any, for no consideration; (f) authorized the completion of the Implementation Steps attached as Exhibit “A” to the Transaction Agreement; and (g) authorized Robert Vanden Broek to act as the first director of ResidualCo with appropriate protections.

C. Capitalized terms not otherwise defined herein will have the meanings given to them in the Approval and Reverse Vesting Order or the Transaction Agreement, as applicable.

THE MONITOR CERTIFIES that:

1. The Monitor has received: (i) the Purchase Price; and (ii) the Cut-Off Amount *minus* the Reimbursable Amount; and
2. The Monitor has received written confirmation from the Purchaser and the Coldterra Parties, in form and substance satisfactory to the Monitor, that all conditions to Closing under the Transaction Agreement have been satisfied or waived by the Purchaser or the Coldterra Parties, as applicable.

This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

DELOITTE RESTRUCTURING INC. Solely
in its capacity as Court-appointed Monitor of
Coldterra Supply Chain Ltd. et al., and not in its
personal or corporate capacity

Per: _____
Name:
Title:

SCHEDULE “B” – PERMITTED ENCUMBRANCES

Encumbrances as against the following assets associated with the following leasing contracts:

Name of the Leasing Company	Description of Asset	Date of contract	Lease Contract number
De Lage Landen Financial	Computer hardware-UPS equipment from CDW	1/25/2022	DLL 744931
De Lage Landen Financial	2022 Fox FPS400L Low Profile Pallet wrapper-2	1/11/2022	DLL 744177
PNC Equipment Finance	2022 Crown RC5545-40TT 190 lift truck-6	7/11/2022	PNC 101102-001
PNC Equipment Finance	2021 Crown RM6025D-32TT300 Lift truck-2	4/26/2022	PNC 101102-002
Crown Credit (Canada) Corporation	2021 Crown TSP7000-33-675TT	-	CrownLease001
PNC Equipment Finance	2022 Crown RM6025-45TT-240 Lift truck-2	7/27/2022	PNC 101102-003
PNC Equipment Finance	2021 Crown PE4500-80-96 Pallet lift truck-5	7/11/2022	PNC 101102-004
PNC Equipment Finance	2021 Crown PE4500-60-48 Pallet Lift truck-2	7/11/2022	PNC 101102-005
PNC Equipment Finance	2022 Crown SX3000-30TL-128 Pallet Lift truck-2	8/12/2022	PNC 101102-006
De Lage Landen Financial	2022 Premier FS2650L Pallet inverter	7/11/2022	DLL 743754
PNC Equipment Finance	CROWN RMD6025-32 Lift Truck	-	PNC 101102-007
Crown Credit (Canada) Corporation	2022-AutoMHA Pallet runner cart	-	CrownLease002
PNC Equipment Finance	2018 Crown SC5245-40 Lift truck	11/29/2022	PNC 101102-008
Crown Credit (Canada) Corporation	2023-Crown TSP7000-33-675TT	2/2/2023	CrownLease003
PNC Equipment Finance	2013 Crown ST3000-20 Lift truck-2	3/31/2023	PNC 101102-009
De Lage Landen Financial	2022 R4 Security for access control & CCTV	12/7/2023	DLL 794948

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF EASTERN MEAT SOLUTIONS INC., 2298442 ONTARIO LIMITED, COLDTERRA SUPPLY CHAIN LTD., COLDTERRA REALTY CORPORATION, RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008) INC., COLDTERRA REALTY CALGARY CORPORATION AND EASTERN MEAT SOLUTIONS (USA) CORP.

Court File No. CV-24-00720622-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at Toronto, Ontario

APPROVAL AND REVERSE VESTING ORDER

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