



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-24-00720622-00CL

HEARING DATE: June 5, 2025

NO. ON LIST: 1

TITLE OF PROCEEDING:

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

BEFORE: JUSTICE KIMMEL

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Rebecca Kennedy	2298442 Ontario Limited / Coldterra Supply Chain Ltd. / Coldterra Realty Corporation / RVB Holdings Inc. / Vanden Broek Holdings (2008) Inc. / Coldterra Realty Calgary Corporation / Eastern Meat Solutions (USA) Corp.	rkennedy@tgf.ca
Shurabi Srikaruna		ssrikaruna@tgf.ca
Rob Vandenbroek	Eastern Meat Solutions Inc., et al	rob.vandenbroek@coldterra.ca

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Nicholas Kluge	Premium Brands Holdings	nicholas.kluge@gowlingwlg.com
Katherine Yurkovich	Gocold Solutions Inc.	kate.yurkovich@gowlingwlg.com
Alex MacFarlane	Bank of Montreal	amacfarlane@blg.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Jordan Sleeth	Monitor	jsleeth@deloitte.ca
Valerie Cross	Counsel for the Monitor	valerie.cross@dentons.com

ENDORSEMENT OF JUSTICE KIMMEL:

- [1] At this case conference, after some discussion, the parties agreed to try to come up with agreed wording for an endorsement from the court dealing with the termination of their cold storage agreement, which they have now done and provided to the court under cover of an email dated June 11, 2025, as follows;

The cold storage management agreement dated December 17, 2021 (the “Agreement”) between Premium Brands Holdings Corporation, GoCold Solutions Inc., Eastern Meat Solutions Inc. and Coldterra Supply Chain Ltd. is terminated.

No determination was made at this Case Conference regarding how, when or which party terminated the Agreement.

No party to the Agreement may seek to cure any defaults under the Agreement and the Agreement will not be resurrected.

For greater certainty, any rights, entitlements, and liabilities that may be asserted by any party under the Agreement shall be as such rights and entitlements are as of June 5, 2025, save and except that to the extent any amounts are claimed against the CCAA Applicants for the pre-filing period, such claims shall be as of the filing date in accordance with the CCAA.

- [2] I approve and endorse this.



KIMMEL J.
June 12, 2025