

**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

ORDER

(Stay Extension and Termination 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) extending the Stay Period (as defined below) in favour of the Applicants from December 12, 2025 up to and including the date the Termination Certificate (as defined below) is filed with the Court; (b) approving the Monitor's Reports (as defined below); (c) upon the filing of a certificate of the Monitor in the form appended to the proposed Stay Extension and Termination Order (the "**Termination Certificate**"), terminating this CCAA proceeding and discharging the Monitor; (d) approving the fees and disbursements of the Monitor and its legal counsel, including the estimated costs through to the CCAA Termination Time (as defined below); (e) releasing the Monitor, its counsel and their representatives for any actions up to and including the CCAA Termination Time; (f) terminating the Court-ordered charges approved in this CCAA proceeding effective as at the CCAA Termination Time; (g) authorizing ResidualCo to assign itself into bankruptcy; 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. (“**Deloitte**”) 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 (the “**Seventh Report**” and, together with the Sixth Report, the “**Monitor’s Reports**”), solely in its capacity as the Monitor, filed, and on hearing the submissions of counsel for the Applicants, counsel for the Monitor, counsel for Bank of Montreal (“**BMO**”) 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.

DEFINED TERMS

2. **THIS COURT ORDERS** that all capitalized terms not expressly defined herein are defined, and have the meanings set forth, in the Amended and Restated Initial Order of the Honourable Justice Penny dated May 31, 2024 (the “**ARIO**”), the Stay Extension Order dated November 28, 2025 (the “**November Stay Extension Order**”) and the Seventh Report, as applicable.

STAY EXTENSION

3. **THIS COURT ORDERS** that the Stay Period, as ordered in paragraph 3 of the November Stay Extension Order, is hereby extended from December 12, 2025, until and including the day the Monitor files the Termination Certificate with the Court.

APPROVAL OF THE MONITOR'S REPORTS, ACTIVITIES AND FEES

4. **THIS COURT ORDERS** that the Monitor's Reports, and the activities of the Monitor as set out therein, are hereby authorized and approved; provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

5. **THIS COURT ORDERS** that the fees of the Monitor for the period from July 28, 2025, to November 28, 2025, in the amount of \$221,415 plus disbursements of \$0, administrative expenses of \$6,682 and HST of \$29,653 for a total of \$257,746, as set out in the Sleeth Fee Affidavit, are hereby approved.

6. **THIS COURT ORDERS** that the fees of Dentons Canada LLP ("**Dentons**") for the period from July 1, 2025, to November 28, 2025, in the amount of \$216,774 plus disbursements in the amount of \$87 and HST of \$28,192 for a total of \$245,053, as set out in the Kennedy Fee Affidavit, are hereby approved.

7. **THIS COURT ORDERS** that the fees and disbursements of the Monitor for the period from November 29, 2025, to the CCAA Termination Time, in the estimated maximum amount of \$42,000 before disbursements and applicable taxes, are hereby approved.

8. **THIS COURT ORDERS** that the fees and disbursements of Dentons for the period from November 29, 2025, to the CCAA Termination Time, in the estimated maximum amount of \$31,000 before disbursements and applicable taxes, are hereby approved.

TERMINATION OF CCAA PROCEEDING

9. **THIS COURT ORDERS** that, upon service by the Monitor of an executed certificate substantially in the form attached hereto as Schedule "A" (the "**Termination Certificate**") on the service list in this CCAA proceeding certifying that, to the best of the knowledge and belief of the Monitor, all matters to be attended to in connection with this CCAA proceeding have been completed, and upon filing the Termination Certificate with the Court (the "**CCAA Termination Time**"), the within CCAA proceeding shall be terminated without any other act or formality, save and except as provided in this Order, and provided that nothing herein impacts the validity of any

Orders made in this CCAA proceeding or any action or steps taken by any Person pursuant thereto or in connection therewith.

10. **THIS COURT ORDERS** that the Monitor is hereby directed to file a copy of the Termination Certificate with the Court as soon as is practicable following the service thereof on the service list in this CCAA proceeding.

11. **THIS COURT ORDERS** that the Charges shall be and are hereby terminated, released and discharged at the CCAA Termination Time without any further act or formality.

DISCHARGE OF MONITOR AND RELEASE OF FIRST DIRECTOR

12. **THIS COURT ORDERS** that effective at the CCAA Termination Time, Deloitte shall be and is hereby discharged from its duties as the Monitor and shall have no further duties, obligations or responsibilities as Monitor from and after the CCAA Termination Time, provided that, notwithstanding its discharge as Monitor, Deloitte shall have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to this CCAA proceeding following the CCAA Termination Time, as may be required or appropriate, including the satisfaction of any outstanding obligations of the Applicants under the Transaction Agreement (the “**Monitor Incidental Matters**”).

13. **THIS COURT ORDERS** that, notwithstanding any provision of this Order, the Monitor’s discharge or the termination of this CCAA proceeding, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor shall continue to have the benefit of, all of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO, or any other Order of this Court in this CCAA proceeding or otherwise, all of which are expressly continued and confirmed following and after the CCAA Termination Time, including in connection with any Monitor Incidental Matters and other actions taken by the Monitor following the CCAA Termination Time with respect to the Applicant, ResidualCo (as defined below) or this CCAA proceeding.

14. **THIS COURT ORDERS AND DECLARES** that the Monitor shall, at least four calendar days prior to the proposed CCAA Termination Time, provide notice to the Service List in these proceedings of the Monitor’s intention to file the Termination Certificate and that upon the filing of the Termination Certificate, the release and discharge of the Subsequent Monitor Released

Claims (as defined below) and the First Director Released Claims (as defined below) shall be deemed effective unless any objection is received by the Monitor in accordance with paragraph 18 hereof.

15. **THIS COURT ORDERS** that effective as of the date of this Order, the Monitor (in its personal and corporate capacity and in its capacity as the Monitor), its counsel, and each of their respective affiliates, officers, directors, partners, employees and agents, as applicable (collectively, the “**Monitor Released Parties**”) are hereby released and forever discharged from any and all Claims that may be made against the Monitor Released Parties that relate to or arise out of any act, omission, transaction, dealing or other occurrence, existing or taking place on or prior to the date of this Order, in respect of these CCAA proceedings, including in carrying out the terms of any Order granted in the CCAA proceedings (collectively, the “**Present Monitor Released Claims**”), and any such Present Monitor Released Claims are hereby irrevocably and permanently released, stayed, extinguished, and forever barred and the Monitor Released Parties shall have no liability in respect therefore, save and except for any gross negligence or wilful misconduct on the part of the Monitor Released Parties.

16. **THIS COURT ORDERS** that effective upon the filing of the Termination Certificate and subject to paragraph 18 hereof, the Monitor Released Parties are hereby released and forever discharged from any and all Claims that may be made against the Monitor Released Parties that relate to or arise out of any act, omission, transaction, dealing or other occurrence, existing or taking place following the date of this Order, in respect of these CCAA proceedings, including in carrying out the Monitor Incidental Matters and carrying out the terms of any Order granted in the CCAA proceedings (collectively, the “**Subsequent Monitor Released Claims**”), and any such Subsequent Monitor Released Claims are hereby irrevocably and permanently released, stayed, extinguished, and forever barred and the Monitor Released Parties shall have no liability in respect therefore, save and except for any gross negligence or wilful misconduct on the part of the Monitor Released Parties.

17. **THIS COURT ORDERS** that effective upon the filing of the Termination Certificate and subject to paragraph 18 hereof, the First Director (as defined in the Approval and Reverse Vesting Order dated December 11, 2025), only in his capacity as director and officer of ResidualCo and not in any other capacity, is hereby released and forever discharged from any and all Claims that

may be made against the First Director that relate to or arise out of any act, omission, transaction, dealing or other occurrence, existing or taking place following the date of this Order in respect of these CCAA proceedings (collectively, the “**First Director Released Claims**”), and any such First Director Released Claims are hereby irrevocably and permanently released, stayed, extinguished, and forever barred and the First Director shall have no liability in respect therefore, save and except for: (i) any gross negligence or wilful misconduct on the part of the First Director; or (ii) any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.

18. **THIS COURT ORDERS** that in the event that any person objects to the release and discharge of the Subsequent Monitor Released Claims pursuant to paragraph 16 hereof or the First Director Released Claims pursuant to paragraph 17 hereof, that person must send a written notice of objection and the grounds therefor to the Monitor, such that the objection is received by the Monitor prior to the proposed CCAA Termination Time. If no objection is received by the Monitor prior to the proposed CCAA Termination Time, the release and discharge of the Subsequent Monitor Released Claims pursuant to paragraph 16 hereof and the First Director Released Claims pursuant to paragraph 17 hereof shall be automatically deemed effective upon the filing of the Termination Certificate, without further Order of the Court.

19. **THIS COURT ORDERS** that if an objection to the release of the Subsequent Monitor Released Claims pursuant to paragraph 16 hereof or the First Director Released Claims pursuant to paragraph 17 hereof is received by the Monitor in accordance with paragraph 18 hereof, the release and discharge of any Subsequent Monitor Released Claims pursuant to paragraph 16 hereof or the First Director Released Claims pursuant to paragraph 17 hereof which are the subject of such objection shall only become effective if the objection is consensually resolved with the person making such objection or upon further Order of the Court. For greater certainty, no objection received in accordance with paragraph 18 hereof shall affect the release and discharge of the Present Monitor Released Claims pursuant to paragraph 15 hereof, which shall be effective as of the date of this Order.

PAYMENT TO THE DIP LENDER

20. **THIS COURT ORDERS AND DIRECTS** that the Monitor, for and on behalf of the Applicants, shall pay, without further Order of this Court, the Purchase Price and the cash equal to the Cut-Off Amount minus the Reimbursable Amount (as each term is defined in the Transaction

Agreement), to BMO as DIP Lender immediately following the Closing, as a permanent reduction of the obligations owing to the DIP Lender under the DIP Credit Agreement (the “**DIP Loan Payment**”).

21. **THIS COURT ORDERS** that the Monitor is hereby authorized to take all reasonable steps and actions to affect the DIP Loan Payment in accordance with paragraph 20 of this Order, and shall not incur any liability as a result of making the DIP Loan Payment.

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

- (a) the pendency of these CCAA Proceedings;
- (b) any application for a bankruptcy or receivership order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) or other applicable legislation in respect of the Applicants and any bankruptcy or receivership order issued pursuant to any such applications;
- (c) any assignment in bankruptcy made in respect of the Applicants; and
- (d) any provisions of any federal or provincial legislation,

the DIP Loan Payment shall be made free and clear of all claims and encumbrances, including the Charges (as defined in the ARIO), and shall be binding on any trustee in bankruptcy or receiver that may be appointed in respect of the Applicants and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

SEALING

23. **THIS COURT ORDERS** that Confidential Exhibit “1” to the Twelfth Vanden Broek Affidavit shall be sealed, kept confidential, and shall not form part of the public record pending the earlier of: (i) closing of the Transaction; or (ii) further Order of the Court.

ASSIGNMENT IN BANKRUPTCY

24. **THIS COURT ORDERS** that at such time as 1001438850 Ontario Inc. (“**ResidualCo**”) determines that it is necessary or desirable to do so, including for greater certainty at a time prior to the CCAA Termination Time:

- (a) ResidualCo is hereby authorized to make an assignment in bankruptcy pursuant to *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended; and
- (b) Deloitte is hereby authorized and empowered, but not obligated, to act as trustee in bankruptcy in respect of ResidualCo.

GENERAL

25. **THIS COURT ORDERS** that the Applicants and the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their respective powers and duties under this Order or in the interpretation or application of this Order.

26. **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.

27. **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.

28. **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).

29. **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 TERMINATION 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 REALTY**

CORPORATION, RVB HOLDINGS INC., VANDEN BROEK HOLDINGS (2008) INC., COLDTERRA REALTY CALGARY CORPORATION EASTERN MEAT SOLUTIONS (USA) CORP. AND 1001438850 ONTARIO INC. (“RESIDUALCO”)

TERMINATION 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 (the “**Monitor**”).

B. Pursuant to the Approval and Reverse Vesting Order granted on December 11, 2025 (the “**RVO**”), at the Completion Time (as defined in the RVO), Coldterra Supply Chain Ltd. will cease to be an applicant in the CCAA proceedings, and ResidualCo will be added as an applicant in the CCAA proceedings.

C. The Transaction described in the Transaction Agreement closed on December 9, 2025, upon delivery of the Monitor’s Certificate.

D. Pursuant to an Order of this Court dated December 11, 2025 (the “**CCAA Termination Order**”), among other things, Deloitte shall be discharged as the Monitor and the Applicants’ CCAA proceeding shall be terminated upon the Monitor’s filing of this Termination Certificate after service of this Termination Certificate on the service list in this CCAA proceeding, all in accordance with the terms of the CCAA Termination Order.

E. Unless otherwise indicated herein, capitalized terms used in this Termination Certificate shall have the meaning given to them in the RVO or the CCAA Termination Order, as applicable.

THE MONITOR CERTIFIES that:

To the knowledge of the Monitor, all matters to be attended to in connection with the within CCAA proceeding (Court File No. CV-24-00720622-00CL) have been completed.

ACCORDINGLY, the CCAA Termination Time as defined in the CCAA Termination Order has occurred.

DATED at Toronto, Ontario this _____ [TIME] on _____ [DATE].

DELOITTE RESTRUCTURING INC. Solely
in its capacity as Court-appointed Monitor of
Eastern Meats Solutions Inc. et al, and not in its
personal or corporate capacity

Per: _____
Name:
Title:

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

STAY EXTENSION AND TERMINATION ORDER

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