

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.**

Applicants

**(SUPPLEMENTAL) AFFIDAVIT OF ROBERT VANDEN BROEK
(Affirmed August 15, 2025)**

I, Robert Vanden Broek, of the City of Etobicoke, in the Province of Ontario, **AFFIRM
AND SAY AS FOLLOWS:**

1. I am a director of Eastern Meat Solutions Inc. ("**Eastern Meat**"), 2298442 Ontario Limited, formerly known as Sierra Custom Foods Inc. ("**Sierra Foods**"), Coldterra Supply Chain Ltd., formerly known as Sierra Supply Chain Services Inc. ("**Coldterra Services**"), Coldterra Realty Corporation, formerly known as Sierra Realty Corporation ("**Coldterra Realty**"), RVB Holdings Inc., Vanden Broek Holdings (2008) Inc., Eastern Meat Solutions (USA) Corp., and Coldterra Realty Calgary Corporation, formerly known as Sierra Realty Calgary Corporation ("**Coldterra Calgary**" and collectively, the "**Applicants**").
2. I hold the title of Chief Executive Officer or President for each Applicant. I am actively involved in the day-to-day management and supervision of the Applicants' businesses. As

such, I have personal knowledge of the matters deposed to herein, including the overall business and financial affairs of the Applicants.

3. This affidavit is a supplementary affidavit to the affidavit sworn on August 13, 2025, in support of a motion seeking, among other relief, an extension of the Stay Period,¹ approval of the SISP, and approval of the A&R DIP Agreement.
4. When I swore my earlier Affidavit, the A&R DIP Agreement had not yet been finalized. It has since been finalized on August 15, 2025, and the material terms outlined in my previous Affidavit remain unchanged.² A copy of the A&R DIP Agreement is attached hereto as **Exhibit “A”**.
5. In connection with the SISP, negotiations were ongoing with a proposed sale agent to assist in the process.³ Colliers Macaulay Nicolls Inc., Brokerage has now been formally engaged as the Sale Agent pursuant to an engagement letter dated August 15, 2025 (the **“Engagement Letter”**). A copy of the Engagement Letter is attached hereto as **Exhibit “B”**.

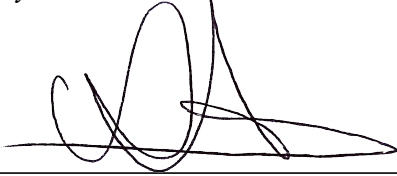
¹ All capitalized terms not expressly defined herein are defined, and have the meanings set forth, in the Affidavit of Robert Vanden Broek sworn August 13, 2025 (**“Vanden Broek Affidavit”**).

² Vanden Broek Affidavit at para 44.

³ Vanden Broek Affidavit at para 26.

6. I swear this Affidavit in support of the Applicant's motion returnable for August 19, 2025, at 10:30 a.m., and for no other or improper purpose.

AFFIRMED before me, by **ROBERT VANDEN BROEK**, in the City of Indian Wells, in the State of California this 15th day of August, 2025 in accordance with *O. Reg. 431/20, Administering Oath or Declaration Remotely*.



Signed by:

CCC8E7E9917143C...

ROBERT VANDEN BROEK

This is Exhibit "A" referred to in the
Supplemental Affidavit of Robert Vanden Broek sworn by
Robert Vanden Broek of the City of Etobicoke, in the
Province of Ontario before me at the City of Toronto, in the
Province of Ontario, this 15th day of August, 2025 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.

A handwritten signature in black ink, appearing to read 'Daniel Alievsky', is written over a horizontal line.

A Commissioner for taking affidavits

DANIEL ALIEVSKY
LSO# 90637D

**AMENDED AND RESTATED DIP FACILITY LOAN AGREEMENT
DATED AS OF AUGUST 15, 2025**

WHEREAS the Borrowers (as defined below) have requested that the DIP Lender (as defined below) provide financing to fund certain of the Borrowers' additional cash requirements during the pendency of the proceeding (the "**CCAA Proceeding**") of the Obligors (as defined below) under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") commenced before the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), having Court File No. CV-24-00720622-00CL;

AND WHEREAS pursuant to the DIP Facility Loan Agreement among the Obligors and the DIP Lender dated May 28, 2024 (the "**Original DIP Facility Loan Agreement**"), the DIP Lender agreed to make available the DIP Facility (as defined therein) to the Obligors in accordance with the terms and conditions of the Original DIP Facility Loan Agreement;

AND WHEREAS pursuant to amending agreements dated September 20, 2024, (the "**First Amending Agreement**"), January 16, 2025 (the "**Second Amending Agreement**") and May 23, 2025 (the "**Third Amending Agreement**") the Obligors and the DIP Lender agreed to amend the Original DIP Facility Loan Agreement in accordance with the terms and conditions of the First Amending Agreement, Second Amending Agreement and Third Amending Agreement (as so amended, the "**DIP Facility Loan Agreement**");

AND WHEREAS the Obligors and the DIP Lender have agreed to further amend and to restate the DIP Facility Loan Agreement in accordance with the terms and conditions of this Amended and Restated DIP Facility Loan Agreement (this "**Agreement**");

NOW THEREFORE in consideration of the foregoing and their respective covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree that the DIP Facility Loan Agreement is amended and restated as follows:

1. **Defined Terms:** Capitalized terms that are not defined in the body of this Agreement have the meanings ascribed to them in Schedule A.
2. **Currency:** Unless otherwise stated, all monetary denominations shall be in lawful currency of Canada.
3. **Borrowers:** Eastern Meat Solutions Inc., 2298442 Ontario Inc. (previously, Sierra Custom Foods Inc.) and Coldterra Supply Chain Ltd. (previously, Sierra Supply Chain Services Inc.) (collectively, the "**Borrowers**", and any reference to the Borrowers shall be deemed to mean, "the Borrowers or any one of them").
4. **Borrower Agent:** Unless otherwise specified, any notices or other communications provided by Coldterra Supply Chain Ltd. (previously, Sierra Supply Chain Services Inc.) (the "**Borrower Agent**") to the DIP Lender shall be deemed to be provided by the Borrower Agent for itself and on behalf of the other Obligors and any notice or other

communication provided by the DIP Lender to the Borrower Agent shall be deemed to be provided by the DIP Lender to the Obligors.

5. **Guarantors:** Coldterra Realty Corporation (previously, Sierra Realty Corporation), RVB Holdings Inc., Vanden Broek Holdings (2008) Inc. and Coldterra Realty Calgary Corporation (previously, Sierra Realty Calgary Corporation), together with Eastern Meat Solutions (USA) Corp. and all other subsidiaries of the Borrowers (collectively, the “**Guarantors**”, and any reference to the Guarantors shall be deemed to mean, “the Guarantors or any one of them”; and collectively with the Borrowers, the “**Obligors**”).
6. **DIP Lender:** Bank of Montreal (the “**DIP Lender**”)
7. **DIP Facility and Maximum Loan Amount:** Subject to the terms and conditions hereof, the DIP Lender agrees to provide the Borrowers with a debtor-in-possession super-priority revolving credit facility (the “**DIP Facility**”) in a principal amount (excluding accrued interest and fees that are added to principal) up to \$6,900,000 (the “**Maximum Loan Amount**”). The DIP Facility is a revolving credit facility. The principal amount of any Advance that is repaid may be re-borrowed, subject to the terms and conditions hereof, provided that the aggregate outstanding Advances shall at no time exceed the Maximum Loan Amount.
8. **DIP Advances:** Advances under the DIP Facility (each, an “**Advance**”) require a written notice to be delivered by the Borrower Agent to the DIP Lender (an “**Advance Notice**”), substantially in the form attached at Schedule B hereto, which Advance Notice has been approved by the Monitor and executed by an officer of the Borrower Agent, setting out:
 - (a) the proposed amount of the requested Advance;
 - (b) the date the Advance is requested;
 - (c) the Borrower that will receive the Advance;
 - (d) a certification that the use of the Advance is in accordance with the DIP Budget;
 - (e) certification that the representations and warranties contained herein are true and correct in all material respects as of such date, except to the extent that such representations and warranties relate specifically to an earlier date; and
 - (f) certification that no Default or Event of Default has occurred or will occur after giving effect to the Advance.

Each Advance Notice shall be delivered by the Borrowers to the DIP Lender before 11:30 a.m. (Toronto time) on the same Business Day of the requested Advance. Each Advance shall be in the minimum amount of \$200,000 and increments of \$50,000. Subject to the terms and conditions hereof, the DIP Lender shall credit to the Borrowers’ Account the proceeds of each Advance.

9. **Use of Proceeds:** The proceeds of the DIP Facility shall be used by the Borrowers solely in accordance with, and subject to the DIP Budget and the Court Orders, to fund the ordinary course working capital and other general corporate purposes of the Borrowers, including to pay (a) Recoverable Expenses and (b) the reasonable and documented fees and expenses of counsel to the Obligors, the Monitor and counsel to the Monitor incurred in connection with the CCAA Proceeding. No proceeds may be used for any other purpose, except with the prior written approval of the DIP Lender, in its sole discretion.
10. **Evidence of Indebtedness:** The DIP Lender's records shall constitute *prima facie* evidence, absent manifest error, of the DIP Obligations; provided that the failure of the DIP Lender to record the same shall not affect the obligations of the Borrowers to pay such amounts to the DIP Lender.
11. **Interest:**
- (a) The outstanding principal amount of all Advances shall bear interest at a rate per annum equal to twelve percent (12%).
 - (b) The Borrowers shall pay interest on the Advances by adding such accrued interest to the principal amount of the DIP Obligations on the last Business Day of each calendar month. Amounts representing the interest payable hereunder that are added to the principal amount of the DIP Obligations shall thereafter constitute principal and bear interest in accordance with this Section 11. Notwithstanding the foregoing, at the sole option of the Borrowers, any interest under this Agreement may be paid in cash monthly, in arrears, on the last Business Day of any month.
 - (c) Interest on each Advance shall accrue daily from and after the date of advance of such Advance to the Borrowers to, but excluding, the date of repayment, as well as before and after maturity, demand and default and before and after judgment, and shall be calculated and compounded on a daily basis on the principal amount of such Advance and any overdue interest remaining unpaid from time to time and on the basis of the actual number of days elapsed in a year of 365 or 366 days, as the case may be.
 - (d) For the purposes of the *Interest Act* (Canada) and disclosure thereunder, whenever any interest or fee to be paid under this Agreement is to be calculated on the basis of a period that is less than a calendar year, the yearly rate of interest to which the rate used in such calculation is equivalent is the rate so used multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in the period that is less than a calendar year.
 - (e) If any provision of this Agreement or any other DIP Loan Document would obligate any Obligor to make any payment of interest or other amount payable in an amount or calculated at a rate which would be prohibited by Law or would result in receipt by the DIP Lender of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)) then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum

amount or rate of interest, as the case may be, as would not be so prohibited by Law or so result in receipt by the DIP Lender of interest at a criminal rate and any such amounts actually paid by such Obligor in excess of the adjusted amount shall be refunded to such Obligor.

12. **Fees:**

- (a) The Borrowers shall pay to the DIP Lender a commitment fee (the “**Commitment Fee**”) as compensation for making the DIP Facility available in an amount equal to 2% of the Maximum Loan Amount (being \$67,000). The Commitment Fee shall be fully-earned and payable upon execution and delivery of the Original DIP Facility Loan Agreement to the DIP Lender and approval of the Original DIP Facility Loan Agreement and the ARIO by the Court. The Commitment Fee, once earned and payable, shall be non-refundable under all circumstances and shall be paid by adding the amount of such fee to the principal amount of DIP Obligations on the date the Original DIP Facility Loan Agreement and the ARIO are approved by the Court. Amounts representing the Commitment Fee that are added to the principal amount of the DIP Obligations shall thereafter constitute principal and bear interest in accordance with Section 11.
- (b) The Borrowers shall pay to the DIP Lender a standby fee (the “**Standby Fee**”), calculated at 2% per annum on the daily unadvanced portion of the DIP Facility. The Standby Fee shall be calculated and accrue daily from the date of the Original DIP Facility Loan Agreement. The Borrowers shall pay the Standby Fee by adding the amount of such fee to the principal amount of DIP Obligations on the last Business Day of each calendar month. Amounts representing the Standby Fee that are added to the principal amount of the DIP Obligations shall thereafter constitute principal and bear interest in accordance with Section 11.

13. **Recoverable Expenses:** The Borrowers shall pay all reasonable costs and expenses of the DIP Lender (including all reasonable fees, expenses and disbursements of outside counsel and, subject to the agreed upon fee cap, any financial advisor) in connection with the DIP Facility, including the preparation of the DIP Loan Documents, the administration of the DIP Facility and the enforcement of any of the DIP Lender’s rights and remedies hereunder and under the other DIP Loan Documents (collectively, “**Recoverable Expenses**”).

14. **DIP Budget:** Attached as Schedule C is a 19-week period detailed cash flow forecast (the “**DIP Budget**”) that has been approved by the DIP Lender covering the period from July 21, 2025 to November 28, 2025. On Wednesday of each week, the Borrower Agent, with the assistance of the Monitor, shall provide the DIP Lender with a weekly variance report (the “**Cash Flow Variance Report**”), showing the actual receipts and disbursements for the prior week, with cumulative variance analysis and explanations for all cumulative variances that exceed ten percent (10%). The Obligor may, in consultation with the Monitor, propose amendments to the DIP Budget to the DIP Lender. If the DIP Lender, in its sole discretion, approves such amendments, the DIP Budget, as amended by such amendments, shall be deemed to be the effective DIP Budget.

15. **Conditions Precedent to Initial Advance:** The DIP Lender's agreement to make the initial Advance is subject to the satisfaction of the following conditions precedent:
- (a) This Agreement and the other DIP Loan Documents shall have been executed and delivered by the parties hereto and thereto and shall be in full force and effect, unamended;
 - (b) The DIP Lender shall be satisfied that service has been effected on a list of Persons acceptable to the DIP Lender;
 - (c) The Court shall have issued the ARIO in form and substance satisfactory to the DIP Lender, in its sole discretion, that, among other things, approves this Agreement and the other DIP Loan Documents, and grants the DIP Charge (which, among other things, secures all indebtedness, liabilities and obligations incurred by the Borrowers under or in connection with the BMO Credit Agreement from and including the Filing Date to and including the Comeback Motion);
 - (d) The Court shall have issued the Sale Process Order in form and substance satisfactory to the DIP Lender, in its sole discretion, approving the SISP, in form and substance satisfactory to the DIP Lender, acting reasonably;
 - (e) No appeal, motion for leave to appeal, motion to amend, vary or stay the ARIO or the Sale Process Order shall have been made or threatened in a manner adverse to the DIP Lender, as determined by the DIP Lender, in its sole discretion;
 - (f) The stay of proceedings provided by the ARIO shall remain in effect pursuant to stay extension orders that are in form and substance satisfactory to the DIP Lender, in its sole discretion;
 - (g) The DIP Lender shall have reviewed an updated Borrowing Base Certificate, which Borrowing Base Certificate is satisfactory to the DIP Lender, in its sole discretion;
 - (h) The DIP Lender shall have received an Advance Notice in accordance with the terms hereof, which requested Advance shall not result in the Maximum Loan Amount being exceeded;
 - (i) The DIP Lender shall have received an irrevocable direction from the Borrower Agent directing the DIP Lender to pay, with proceeds of the Advance, the Recoverable Expenses incurred to date;
 - (j) All representations and warranties contained in this Agreement and the other DIP Loan Documents shall be true and correct in all material respects on the date of such requested Advance with the same effect as if made on and as of such date, except to the extent that such representations and warranties relate specifically to an earlier date;
 - (k) No Default or Event of Default shall have occurred or will occur as a result of the requested Advance;

- (l) No Material Adverse Effect has occurred, as determined by the DIP Lender, in its sole discretion; and
- (m) The DIP Lender shall have received such additional information and documents as it may reasonably require.

The conditions stated in this Section 15 are inserted for the sole benefit of the DIP Lender and may only be waived by the DIP Lender, and any such waiver may be made in whole or in part, with or without terms or conditions, without affecting the right of the DIP Lender to assert terms and conditions in whole or in part in respect of any other future Advance.

16. **Conditions Precedent to Subsequent Advances:** The DIP Lender's agreement to make each subsequent Advance under the DIP Facility (after the initial Advance, but not including any Advance under the Coldterra Tranche) is subject to the satisfaction of the following conditions precedent:

- (a) This Agreement and the other DIP Loan Documents shall remain in full force and effect, unamended, except as approved by the DIP Lender;
- (b) The ARIO shall not have been amended, restated, modified, varied, vacated, stayed or set aside, without the prior written consent of the DIP Lender, in its sole discretion;
- (c) No appeal, motion for leave to appeal, or motion to amend, vary, stay or set aside any Court Order made in the CCAA Proceeding shall have been made or threatened in a manner adverse to the DIP Lender, as determined by the DIP Lender, in its sole discretion;
- (d) The stay of proceedings provided by the ARIO shall remain in effect pursuant to stay extension orders that are in form and substance satisfactory to the DIP Lender, in its sole discretion;
- (e) The DIP Lender shall have received an Advance Notice in accordance with the terms hereof, which requested Advance shall not result in the Maximum Loan Amount being exceeded;
- (f) The DIP Lender shall have received an irrevocable direction from the Borrower Agent directing the DIP Lender to pay, with proceeds of the Advance, the Recoverable Expenses incurred to date;
- (g) All representations and warranties contained in this Agreement and the other DIP Loan Documents shall be true and correct in all material respects on the date of such requested Advance with the same effect as if made on and as of such date, except to the extent that such representations and warranties relate specifically to an earlier date;
- (h) No Default or Event of Default shall have occurred or will occur as a result of the requested Advance;

- (i) No Material Adverse Effect has occurred, as determined by the DIP Lender, in its sole discretion; and
- (j) The DIP Lender shall have received such additional information and documents as it may reasonably require.

The conditions stated in this Section 16 are inserted for the sole benefit of the DIP Lender and may only be waived by the DIP Lender, and any such waiver may be made in whole or in part, with or without terms or conditions, without affecting the right of the DIP Lender to assert terms and conditions in whole or in part in respect of any other future Advance.

17. **Conditions Precedent to Subsequent Advances under Coldterra Tranche:** The DIP Lender's agreement to make each subsequent Advance under the Coldterra Tranche is subject to the satisfaction of the following conditions precedent:

- (a) The amendment and restatement of this Agreement, on terms and conditions satisfactory to the DIP Lender, in its sole discretion, acting reasonably, shall have been executed and delivered by the parties hereto and shall be in full force and effect, unamended;
- (b) All conditions precedent under Section 16 shall have been satisfied;
- (c) The Court shall have issued an order, in a form acceptable to the DIP Lender and the Obligors, approving the amendment and restatement of this Agreement, on terms and conditions satisfactory to the DIP Lender, acting reasonably;
- (d) The Court shall have issued the Sale Process Order (Coldterra) in form and substance satisfactory to the DIP Lender, in its sole discretion, approving the SISP (Coldterra), in form and substance satisfactory to the DIP Lender, acting reasonably; and
- (e) No appeal, motion for leave to appeal, motion to amend, vary or stay the Sale Process Order (Coldterra) shall have been made or threatened in a manner adverse to the DIP Lender, as determined by the DIP Lender, in its sole discretion.

The conditions stated in this Section 17 are inserted for the sole benefit of the DIP Lender and may only be waived by the DIP Lender, and any such waiver may be made in whole or in part, with or without terms or conditions, without affecting the right of the DIP Lender to assert terms and conditions in whole or in part in respect of any other future Advance.

18. **DIP Charge:** All indebtedness, liabilities and obligations of the Obligors under or in connection with the DIP Facility, this Agreement, and the other DIP Loan Documents, including without limitation, all principal, interest, fees, expenses (including the Recoverable Expenses) and other amounts owing in respect of fees and expenses of the DIP Lender, together with (subject to Court Order) all indebtedness, liabilities and obligations incurred by the Borrowers under or in connection with the BMO Credit Agreement from and including the Filing Date to the date the ARIO is approved by the Court in the CCAA Proceeding (collectively, the "**DIP Obligations**") shall be secured by

a Court-ordered super-priority charge on the Collateral in favour of the DIP Lender (the “**DIP Charge**”). The DIP Charge shall be effective without the need for any further documentation, registrations or filings, including in any personal property security registration system, any real property registration system or otherwise.

19. **Priorities of DIP Charge:** The DIP Charge shall rank ahead of any and all Encumbrances on the Collateral, other than the Administration Charge. The BMO Security shall rank ahead of the Intercompany Charge and the KERP Charge.
20. **Repayment and Maturity Date:** All DIP Obligations owing to the DIP Lender shall be due and payable on the earliest of the following:
- (a) November 28, 2025, or such later date determined by the DIP Lender, in its sole discretion;
 - (b) the sale of all or substantially all of the assets, property and undertaking of Coldterra Supply Chain Ltd. (or of any other Obligor or their divisions) or all of the equity interests of Coldterra Supply Chain Ltd. (or of any other Obligor) in an amount sufficient to pay the DIP Obligations in full;
 - (c) the date on which the ARIO expires without being extended or on which the CCAA Proceeding is terminated or dismissed; and
 - (d) an Event of Default in respect of which the DIP Lender has elected to accelerate the DIP Obligations;

(such earliest date, the “**Maturity Date**”).

Unless otherwise expired pursuant to this Agreement, the DIP Lender’s commitment to make Advances under the DIP Facility, subject to the terms and conditions hereof, shall expire on the Maturity Date and all then outstanding DIP Obligations shall become due and payable on the Maturity Date, without the DIP Lender being required to make demand upon the Borrowers or to give notice that the DIP Facility has expired or that the DIP Obligations are due and payable.

21. **Mandatory Prepayments:** The Borrowers shall apply each of the following amounts to the payment of the DIP Obligations, in the order determined by the DIP Lender, in its sole discretion:
- (a) the Net Proceeds from the sale of any of the Collateral other than in the ordinary course of business;
 - (b) the Net Proceeds from the sale of any equity interests of an Obligor;
 - (c) the net cash proceeds received from the incurrence by an Obligor of any Indebtedness (except as permitted hereunder); and

- (d) insurance proceeds (net of deductibles) or expropriation awards received by an Obligor.

Each such prepayment shall be accompanied by the amount of accrued interest on the amount prepaid.

- 22. **Optional Prepayment:** The Borrowers may voluntarily prepay the DIP Obligations at any time prior to the Maturity Date in minimum amounts of \$100,000 and increments of \$100,000 in excess thereof, without premium or penalty. Each such prepayment shall be accompanied by the amount of accrued interest on the amount prepaid.

23. **Payments:**

- (a) All payments hereunder shall be made for value in the full amount due at or before 1:00 pm (Toronto time) on the day such amount is due by deposit or transfer thereof to an account designated by the DIP Lender. Payments received after such time shall be deemed to have been made on the next following Business Day. If any payment is due on a day which is not a Business Day, such payment shall be due on the next following Business Day and interest shall accrue until but excluding the actual date of payment.
- (b) Each payment to be made by the Borrowers shall be made in full without deduction, set-off or counterclaim of any kind or for any reason. All payments required hereunder shall be made in lawful currency of Canada.
- (c) If any Recoverable Expenses incurred after the date of the Original DIP Facility Loan Agreement are not paid by the Obligors (subject to the cap in the case of the DIP Lender's financial advisor), the DIP Lender may, but shall have no duty to, pay any or all such Recoverable Expenses, whereupon such amounts shall be added to and form part of the DIP Obligations and shall reduce the availability under the DIP Facility.

- 24. **Representations and Warranties:** Each Obligor represents and warrants to the DIP Lender, upon which the DIP Lender relies in entering into this Agreement and the other DIP Loan Documents, that:

- (a) The transactions contemplated by this Agreement and the other DIP Loan Documents have been duly authorized, executed and delivered by or on behalf of the Obligors, and upon the granting of the ARIO, the Sales Process Order and the Sale Process Order (Coldterra):
 - (i) are within the powers of the Obligors;
 - (ii) constitute legal, valid and binding obligations of the Obligors, subject only to any limitation under applicable Laws relating to (A) bankruptcy, insolvency, arrangement or creditors' rights generally and (B) the discretion that a court may exercise in the granting of equitable remedies;

- (iii) do not require any consent or approval under, result in a breach or violation of, or conflict with, any of the terms or provisions of its constating documents or by-laws or any contracts or instruments to which it is a party or pursuant to which any of its assets and property may be affected, other than breaches that are stayed by the ARIO;
 - (iv) there is no requirement for the Obligors to make any filing with, give any notice to or obtain any licence, permit, certificate, registration, authorization, consent or approval of, any Governmental Authority as a condition to the execution, delivery and performance by the Obligors of the transactions contemplated by this Agreement, other than such as has been obtained;
- (b) The businesses of the Obligors are conducted in material compliance with applicable Law of each jurisdiction in which the businesses are carried on, subject to the provisions of each Court Order made after the Filing Date;
- (c) The Obligors have obtained all Authorizations necessary for the operation of their businesses, which Authorizations are in full force and effect, and no proceedings have been commenced to revoke or amend any such Authorizations, except where the failure to possess or maintain in good standing and in full force and effect such Authorizations, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect;
- (d) The Obligors have (i) good and legal title to (in the case of fee interests in real property, of which there are none on the date hereof), (ii) valid leasehold interests in (in the case of leasehold interests in real or personal property), (iii) valid licensed rights in (in the case of licensed interests in intellectual property) and (iv) good title to (in the case of all other personal property), the Collateral. The Collateral is free and clear of Encumbrances other than Permitted Encumbrances;
- (e) No Default or Event of Default has occurred and is continuing;
- (f) No Material Adverse Effect has occurred and is continuing;
- (g) The DIP Budget is based upon good faith estimates and assumptions made by the management of the Borrowers and, notwithstanding that such projections are not to be viewed as facts and that actual results during the period covered by such projections may differ from such projections, as of the date of the then effective DIP Budget, the Borrowers believe the assumptions made in such projections are reasonable and that such projections are attainable; and
- (h) All factual information provided by or on behalf of the Obligors to the DIP Lender for the purposes of or in connection with this Agreement or any transaction contemplated herein is true and accurate in all material respects on the date as of which such information is dated or certified and is not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not materially

misleading at such time in light of the circumstances under which such information was provided.

The representations and warranties in this Agreement and in any certificates or documents delivered to the DIP Lender shall not merge and shall survive and continue in full force and effect so long as any amounts are owing by the Obligor to the DIP Lender under this Agreement or the other DIP Loan Documents. The representations and warranties made in Section 24 shall be deemed to be repeated upon each Advance, and as of the last day of each calendar month, as if made on and as of each such date unless specifically made as of a certain date.

25. **Affirmative Covenants:** Each Obligor agrees and covenants to perform and do each of the following:

- (a) Pay when due all principal interest, fees and other amounts payable by the Obligor under this Agreement and the other DIP Loan Documents;
- (b) Pay when due all amounts payable by the Obligor under the agreements governing the MasterCard Advances (as defined in the BMO Credit Agreement);
- (c) Comply, in all material respects, with the requirements of all applicable Laws, judgments, orders (including all Court Orders), decisions and awards;
- (d) Deliver to the DIP Lender (i) Cash Flow Variance Reports in accordance with Section 14 and (ii) such other reporting and other information from time to time as is reasonably requested by the DIP Lender;
- (e) Deliver to DIP Lender, concurrently with the delivery thereof to the Monitor (i) copies of all monthly internal financial statements, liquidity and updates to the DIP Budget that are reported weekly, together with any related or supporting information provided to the Monitor and (ii) any written reports, commentary or analysis received by the Obligor from the Monitor regarding the financial position of the Obligor or otherwise;
- (f) Provide the DIP Lender with a weekly status update regarding the status of the CCAA Proceeding;
- (g) Keep the DIP Lender apprised on a timely basis of all material developments with respect to the businesses and affairs of the Obligor;
- (h) Promptly notify the DIP Lender of the occurrence of any Default or Event of Default;
- (i) Promptly after the same is available, but in no event later than two (2) days prior to the date on which the same is to be served, provide draft copies to the DIP Lender of all pleadings, motion records, application records, orders, financial information and other documents to be filed by or on behalf of the Obligor in the Proceeding;

- (j) Allow the DIP Lender, its directors, officers, employees, agents, advisors and representatives full access to the Obligors' premises and all information and documentation of the Obligors and their Affiliates on reasonable notice and during normal business hours and cause management thereof to fully cooperate with any such directors, officers, employees, agents, advisors and representatives;
 - (k) Preserve, renew, maintain and keep in full force and effect its corporate existence (subject to the Wind-down, the Sale and the Sale (Coldterra)) and its Authorizations required in respect of the businesses of the Obligors or any of the Collateral;
 - (l) Maintain in full force all policies of insurance that are now in effect (or renewals thereof) under which the Obligors, their businesses or any of the Collateral is insured;
 - (m) Except as otherwise provided by Court Order in the Proceeding in respect of amounts due prior to the Filing Date, pay when due all applicable Taxes and other amounts that are Priority Payables, permitting and licences fees and other amounts necessary to avoid any Encumbrance on the Collateral that is not a Permitted Encumbrance and any Encumbrance securing a Priority Payable ranking in priority to the DIP Charge;
 - (n) Conduct the SISP strictly in accordance with the Sale Process Order and conduct the Sale strictly in accordance with the Sale Order (except for extensions to deadlines that are approved by the Monitor and except for amendments approved by the Monitor, in consultation with the DIP Lender); and
 - (o) Conduct the SISP (Coldterra) strictly in accordance with the Sale Process Order (Coldterra) and conduct the Sale (Coldterra) strictly in accordance with the Sale Order (Coldterra) (except for extensions to deadlines that are approved by the Monitor and except for amendments approved by the Monitor, in consultation with the DIP Lender).
26. **Negative Covenants:** Each Obligor covenants and agrees not to do the following, other than with the prior written consent of the DIP Lender, in its sole discretion:
- (a) Utilize any Advance except in accordance with the permitted uses hereunder and the DIP Budget;
 - (b) Except as contemplated by this Agreement, the DIP Budget or any Court Order, make any payment of any Indebtedness or obligations existing as at the Filing Date (the "**Pre-Existing Debt**");
 - (c) Create, incur or permit to exist any Indebtedness other than Pre-Existing Debt, Advances and accounts payable in the ordinary course of business in accordance with the DIP Budget;

- (d) Except for Permitted Encumbrances, create or permit to exist any Encumbrance or provide or seek or support a motion by another Person to provide any Encumbrance upon any of the Collateral;
- (e) Except as resulting from the Wind-down, the Sale and the Sale (Coldterra), sell, exchange, lease, release, abandon or otherwise dispose of any Collateral other than in the ordinary course of business;
- (f) Purchase or acquire, or make any commitment to purchase or acquire, any shares, capital stock, equity interest, or any obligations or other securities of, or any interest in, any Person;
- (g) Make or commit to make any acquisition of assets (other than in the ordinary course of business in accordance with the DIP Budget) or of any business or part thereof;
- (h) Except for the liability of the Obligors under the DIP Loan Documents and the liabilities among the Obligors that are secured by the Intercompany Charge, make any investments in or loans to or guarantee (or provide any other financial assistance with respect to) the Indebtedness or obligations of any other Person or permit its Affiliates to do so;
- (i) Make or permit any dividends, distributions, or other payments (in cash, property or obligations) on, or other payments or distributions on account of, any portion of any direct or indirect ownership interest in the Obligors or other rights to acquire any such ownership interest, or otherwise make or permit any payments to be made to any holder of any such direct or indirect ownership interest or any rights to acquire such direct or indirect ownership interest;
- (j) Make any payment to any director, officer or related party of any Obligor or any Affiliate other than in accordance with the DIP Budget;
- (k) Change its jurisdiction of incorporation, chief executive office or registered office;
- (l) Change its name, fiscal year end or accounting policies or amalgamate, consolidate with, or, subject to the Wind-down, the Sale and the Sale (Coldterra), wind-up, liquidate, dissolve or enter into any similar transaction with any other Person;
- (m) Except as resulting from the Wind-down, the Sale and the Sale (Coldterra), make any material change in the nature of the businesses of the Obligors;
- (n) Create or acquire any new subsidiary;
- (o) (i) Cancel or terminate any Material Contract; (ii) waive any default or breach under any Material Contract; (iii) amend or otherwise modify any Material Contract; or (iv) take any other action in connection with any Material Contract; that would, in each case, reasonably be expected to have a Material Adverse Effect;

- (p) Enter into any contract, arrangement or transaction with any Affiliate or Associate, except: (i) as expressly permitted by this Agreement; or (ii) agreements in the ordinary course of, and pursuant to the reasonable requirements of, the applicable business and at prices and on terms substantially the same as those that the Obligor would reasonably expect to receive in a comparable arm's length transaction with another Person (excluding any requirement for security that might otherwise be required from an arm's length party); or
 - (q) Permit the cumulative net variance in the aggregate operating disbursements (excluding professional fees and expenses and other one-time restructuring charges) of the Obligors as compared to the DIP Budget (which calculation shall commence the week following the granting of the ARIO) to exceed fifteen percent (15%).
27. **Events of Default:** The occurrence of any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Agreement:
- (a) Failure of the Borrowers to pay any amounts to the DIP Lender when due and owing hereunder or otherwise;
 - (b) Failure of the Obligors to comply with Section 26(q);
 - (c) Except as otherwise set forth in this Section 27, failure of the Obligors to perform or comply with any term or covenant of this Agreement or any other DIP Loan Document and, if capable of being remedied, such failure remains unremedied for five (5) days;
 - (d) Any representation or warranty made or given hereunder or under any other DIP Loan Document by the Obligors is incorrect in any material respect or misleading when made or deemed to be made;
 - (e) An Obligor fails to pay or remit any amount with respect to a Priority Payable when due;
 - (f) The Initial Order, the ARIO, the SISP, the Sale Order, the SISP (Coldterra) or the Sale Order (Coldterra) is amended, restated or otherwise varied without the consent of the DIP Lender, or any Court Order is issued, dismissed, stayed, reversed, vacated, amended or restated in a way that adversely affects or would reasonably be expected to adversely affect the interests of the DIP Lender, including any Court Order:
 - (i) terminating, lifting or amending the stay imposed by the CCAA Proceeding;
 - (ii) initiating any proceeding with respect to any Obligor under the *Bankruptcy and Insolvency Act* (Canada) or any equivalent legislation;
 - (iii) appealing or granting leave to appeal the ARIO;

- (iv) granting any other claim or Encumbrance of equal or priority ranking to that of the DIP Charge, except the Administration Charge; or
- (v) staying, reversing, vacating or otherwise modifying the DIP Loan Documents, the DIP Charge or prejudicially affecting the DIP Lender or the Collateral;
- (g) The appointment of a receiver and manager, receiver, interim receiver or similar official or any process of any court becomes enforceable against an Obligor, or any of its property is seized or levied upon, or a creditor takes possession of any property of an Obligor;
- (h) An Obligor is adjudged a bankrupt and a trustee-in-bankruptcy is appointed to take possession of any property of such Obligor;
- (i) Except relating to the Wind-down, the Sale and the Sale (Coldterra), an order is made or a resolution is passed for the winding-up, dissolution or liquidation of an Obligor, or if any process is filed or other process taken for the winding-up, dissolution or liquidation of an Obligor;
- (j) The filing of a motion by an Obligor seeking approval of a plan of arrangement or the entry of an order sanctioning a plan of arrangement that does not require repayment in full in cash of all DIP Obligations and all indebtedness, liabilities and obligations under the BMO Credit Agreement on the date of a final approval under the CCAA Proceeding, without the consent of the DIP Lender;
- (k) Any violation or breach of any Court Order by any Obligor;
- (l) Subject to any Court Order or the prior written consent of the DIP Lender, any Obligor, except Eastern Meat Solutions Inc. as a result of the Wind-down, Sierra Custom Foods Inc. as a result of the Sale and Coldterra Supply Chain Ltd. as a result of the Sale (Coldterra), ceases to carry on or maintain its business or its assets and property in the ordinary course of its business or any court order enjoins, restrains, or prevents any Obligor from conducting any material part of its business;
- (m) Any proceeding, motion or application is commenced or filed by an Obligor, or if commenced by another Person, supported or otherwise consented to by an Obligor, seeking the invalidation, subordination or other challenge of the terms of the DIP Facility, the DIP Charge, this Agreement, any other DIP Loan Document, the BMO Credit Agreement or the BMO Security;
- (n) The DIP Charge ceases to rank ahead of any and all Encumbrances on the Collateral other than the Administration Charge, or the BMO Security ceases to rank ahead of the Intercompany Charge and the KERP Charge on the applicable Collateral.
- (o) The DIP Lender determines, in its sole discretion, acting reasonably, that a Material Adverse Effect has occurred and such determination is supported by the Monitor or an order of the Court in the CCAA Proceeding;

- (p) The denial or repudiation by any Obligor of the legality, validity, binding nature or enforceability of this Agreement or any of the other DIP Loan Documents;
- (q) The Obligors fail to complete any action or step required to be completed by the following milestone dates set forth below:
 - (i) the Comeback Motion shall have been heard by the Court and the ARIQ shall have been granted by the Court in a form acceptable to the DIP Lender, in its sole discretion, within ten (10) days of the Filing Date;
 - (ii) the commencement of the SISP by June 3, 2024;
 - (iii) the commencement of the SISP (Coldterra) by August 20, 2025;
 - (iv) Eastern Meat Solutions Inc. winds-down its operations and ceases to carry on active business to the satisfaction of the DIP Lender, in its sole discretion, by June 30, 2024;
 - (v) the Court shall have issued an order (the “**Sale Order**”) approving the Sale on terms and conditions acceptable to the DIP Lender, in its sole discretion, by September 30, 2024; or
 - (vi) the Court shall have issued an order (the “**Sale Order (Coldterra)**”) approving the Sale (Coldterra) on terms and conditions acceptable to the DIP Lender, in its sole discretion, by November 28, 2025;
- (r) The failure of the Obligors to comply with the terms and conditions of the SISP, the Sale Order, the SISP (Coldterra) or the Sale Order (Coldterra), including meeting any deadlines set forth therein (other than, with respect to such deadlines, as may be approved by the Monitor);
- (s) The acceptance of any offer for the sale of all or substantially all of the assets, property and undertaking of Sierra Custom Foods Inc. or all of the equity interests of Sierra Custom Foods Inc. or the filing of a motion seeking approval of the Court to accept any such offer, without the consent of the DIP Lender;
- (t) The acceptance of any offer for the sale of all or substantially all of the assets, property and undertaking of Coldterra Supply Chain Ltd. or all of the equity interests of Coldterra Supply Chain Ltd. or the filing of a motion seeking approval of the Court to accept any such offer, without the consent of the DIP Lender;
- (u) Deloitte Restructuring Inc. ceases to be the Monitor of the Obligors, without the DIP Lender’s prior written consent;
- (v) Except as a result of the Sale or the Sale (Coldterra), a Change of Control occurs;
- (w) Any Authorization required for any Obligor to conduct its business substantially in the manner presently conducted or to perform its obligations under this Agreement

or any other DIP Loan Document is not obtained or is withdrawn or ceases to be in full force and effect and (i) in the DIP Lender's opinion, it is not possible for such Obligor to obtain such Authorization within twenty (20) days after the date on which such Authorization was required or withdrawn, as applicable or (ii) in the DIP Lender's opinion, it is possible for such Obligor to obtain such Authorization within twenty (20) days after the date on which such Authorization was required or withdrawn, as applicable, but such Authorization is not obtained within such twenty (20) day period;

- (x) After the date that the Original DIP Facility Loan Agreement and the ARI0 are approved by the Court, an Obligor defaults in the performance, observance or fulfillment of any of its obligations, covenants or conditions contained in any Contractual Obligations, or any condition exists which, with the giving of notice or the lapse of time or both, could constitute such a default thereunder, where the consequences, directly or indirectly, of such default could reasonably be expected to have a Material Adverse Effect; or
- (y) Colliers Macaulay Nicolls Inc. ceases to be "Sales Agent" under the SISP (Coldterra), without the DIP Lender's prior written consent.

The DIP Lender consents to 2298442 Ontario Inc. filing for bankruptcy under the *Bankruptcy and Insolvency Act* (Canada) and Sierra Supply Chain Services Inc. changing its name to Coldterra Supply Chain Ltd. The foregoing consents constitute consents of the specific subject matter referred to in the immediately preceding sentence only, and shall in no way derogate from any of the Obligors' other obligations under this Agreement, as amended herein, or the other DIP Loan Documents, and shall in no way modify or alter this Agreement, as amended herein, or the other DIP Loan Documents, all of which remain in full force and effect, unamended, except as set forth herein.

28. **Remedies:** Upon the occurrence of an Event of Default, the DIP Lender may, in its sole discretion, elect to terminate the DIP Lender's commitment to make further Advances to the Borrowers, and set-off, consolidate or accelerate the DIP Obligations, including all amounts outstanding under the DIP Facility and any DIP Loan Documents, and declare such amounts to be immediately due and payable without any periods of grace. Upon the occurrence of an Event of Default, the DIP Lender may, subject to the terms of the ARI0 and any other orders of the Court granted in the CCAA Proceeding, upon three (3) Business Days' notice to the Borrowers and the Monitor:
- (a) apply to the Court for the appointment of a receiver, an interim receiver or a receiver and manager over the Collateral;
 - (b) apply for a Court Order, on terms satisfactory to the Monitor and the DIP Lender, providing the Monitor with the power, in the name of and on behalf of the Obligors, to take all necessary steps in the CCAA Proceeding to realize on the Collateral;
 - (c) exercise the powers and rights of a secured creditor; and/or

- (d) exercise all such other rights and remedies available to the DIP Lender under this Agreement, the other DIP Loan Documents, the Court Orders and applicable Law.

Nothing shall prevent the DIP Lender from applying to the Court for such relief as the DIP Lender may determine is necessary or appropriate at any time. The rights, powers and remedies under this Agreement, the other DIP Loan Documents and the DIP Charge are cumulative and are in addition to and not in substitution for any other rights, powers and remedies available at Law or in equity or otherwise. No single or partial exercise by the DIP Lender of any right, power or remedy precludes or otherwise affects the exercise of any other right, power or remedy to which the DIP Lender may be entitled.

- 29. **Further Assurances:** The Obligors shall, at their own expense, from time to time do, execute and deliver, or cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) as the DIP Lender may reasonably request for the purpose of giving effect to this Agreement and the other DIP Loan Documents.
- 30. **Joint & Several Liability:** Each Borrower shall be jointly and severally liable for all DIP Obligations regardless of which Borrower actually receives Advances under the DIP Facility or the amount of any such Advance received or the manner in which the DIP Lender accounts for such Advances on its books and records.
- 31. **BMO Credit Agreement:**
 - (a) Each Obligor that is party to the BMO Credit Agreement and the Credit Documents (as defined in the BMO Credit Agreement), including the BMO Security, hereby acknowledges, confirms and agrees that the BMO Credit Agreement and the Credit Documents (as defined in the BMO Credit Agreement), including the BMO Security, each as amended to the date hereof, delivered by such Obligor in favour of Bank of Montreal remain in full force and effect in accordance with their respective terms. For greater certainty, each Obligor that has previously executed and delivered any BMO Security hereby acknowledges and confirms that each such BMO Security document secures the obligations of such Obligor under and in connection with the BMO Credit Agreement and all other relevant Credit Documents (as defined in the BMO Credit Agreement), including, without limitation MasterCard Advances (as defined in the BMO Credit Agreement).
 - (b) Notwithstanding the foregoing, the parties hereto confirm that, upon approval by the Court of the ARIO, Bank of Montreal shall have no further obligation to provide advances or any other credit accommodations under or in connection with the BMO Credit Agreement.
- 32. **Indemnity:** Each Borrower shall indemnify and hold harmless the DIP Lender, and its Affiliates and the officers, directors, employees, representatives, advisors, managers, solicitors and agents of the DIP Lender and its Affiliates (collectively, the “**Indemnified Persons**”) from and against any and all actions, lawsuits, proceedings (including any investigations or inquiries), losses, damages, liabilities or expenses of any kind or nature

whatsoever which may be incurred by or suited against or involve any of the Indemnified Persons as a result of, in connection with or in any way related to the DIP Facility, the proposed or actual use of the Advances, this Agreement or the other DIP Loan Documents. Notwithstanding the foregoing, the Borrowers shall have no obligation to indemnify any Indemnified Person against such loss, liability, cost or expense to the extent that they are found by final judgment of a court of competent jurisdiction to arise from the gross negligence or willful misconduct of such Indemnified Person. No Indemnified Person shall be responsible or liable to the Obligors or any other Person for any indirect, consequential special or punitive damages.

33. **Judgement Currency:** If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder or under any other DIP Loan Documents in Canadian dollars into another currency, the parties hereto agree, to the fullest extent permitted by Law, that the rate of exchange used shall be that at which, in accordance with normal banking procedures, the DIP Lender could purchase Canadian dollars with such other currency at the buying spot rate of exchange on the Business Day immediately preceding that on which any such judgment, or any relevant part thereof, is given. The obligations of the Obligors in respect of any sum due to the DIP Lender hereunder and under the other DIP Loan Documents shall, notwithstanding any judgment in a currency other than Canadian dollars, be discharged only to the extent that on the Business Day following receipt by the DIP Lender of any sum adjudged to be so due in such other currency, the DIP Lender may, in accordance with normal banking procedures, purchase Canadian dollars with such other currency. If the amount of Canadian dollars so purchased is less than the sum originally due to the DIP Lender in Canadian dollars, the Obligors agree, to the fullest extent that they may effectively do so, as a separate obligation and notwithstanding any such judgment, to indemnify the DIP Lender against such loss.
34. **Withholdings and Tax Indemnity:** Any and all payments by or on account of any obligation of the Obligors hereunder or under any other DIP Loan Document shall be made free and clear of and without deduction or withholding for any Taxes; provided that, if any Obligor is required by applicable Law to deduct or withhold any Taxes from such payments, then:
- (a) if such tax is an Indemnified Tax, the amount payable by the Obligors shall be increased so that after making all required deductions or withholdings (including deductions or withholdings applicable to additional amounts payable under this Section 34), the DIP Lender receives an amount equal to the amount it would have received had no such deductions or withholdings been made; and
 - (b) the Obligors shall make such deductions and timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable Law.

In addition, the Obligors shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Law, subject in all respects to Orders issued in the CCAA Proceeding. The Borrowers shall indemnify the DIP Lender, within ten days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed on or attributable to amounts payable

hereunder or under any other DIP Loan Document) paid by the DIP Lender on or with respect to an amount payable by the Obligors under or in respect of this Agreement or under any other DIP Loan Document, together with any penalties, interest and expenses arising in connection therewith and with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate from the DIP Lender as to the amount of such payment or liability delivered to the Borrower Agent shall be conclusive absent manifest error. Promptly after any payment of Indemnified Taxes or Other Taxes by the Obligors to a Governmental Authority (but in any event within 30 days after the date of such payment), the Obligors shall deliver to the DIP Lender the original or certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the relevant return reporting such payment or other evidence of such payment reasonably satisfactory to the DIP Lender.

35. **Superseding Prior Understandings:** This Agreement and the other DIP Loan Documents supersede all prior correspondence, negotiations, discussions and understandings between the parties with respect to the subject matter hereof and thereof.
36. **Amendments and Waivers:** No waiver, failure or delay on the part of the DIP Lender in exercising any right, remedy or privilege hereunder or under any other DIP Loan Document or at Law shall operate as a waiver hereof or thereof unless made in writing and delivered in accordance with the terms of this Agreement. A waiver, amendment, release or modification of this Agreement or any other DIP Loan Document shall not be established by conduct, custom or course of dealing and shall occur, if applicable, solely by an instrument in writing duly executed by the DIP Lender, in the case of a waiver or release, and by the parties hereto, in the case of an amendment or other modification.
37. **Enurement:** This Agreement shall be binding upon and enure to the benefit of the Obligors and the DIP Lender and their respective successors and permitted assigns.
38. **Assignment:** The DIP Lender may assign this Agreement and its rights and obligations hereunder and under the other DIP Loan Documents (and grant participation herein and therein), in whole or in part, to any Person acceptable to the DIP Lender, in its sole discretion. The Obligors shall not be permitted to assign this Agreement or any other DIP Loan Documents nor any right and obligation hereunder or thereunder without the prior written consent of the DIP Lender, in its sole discretion.
39. **Severability:** Any provision in this Agreement or any other DIP Loan Documents which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or effecting the validity of enforceability of such provision in any other jurisdiction.
40. **No Third-Party Beneficiary:** No Person, other than the Obligors and the DIP Lender, are entitled to rely upon this Agreement, and the parties expressly agree that this Agreement does not confer any rights upon any Person not a signatory hereto.

41. **Press Releases:** The Obligors shall not issue any press release naming the DIP Lender without its prior approval unless the Obligors are required to do so by applicable Law.
42. **Counterparts:** This Agreement may be executed in any number of counterparts and delivered by e-mail, including in PDF format, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together, shall constitute one and the same instrument.
43. **Notices:** Any notice, direction or other communication given under this Agreement shall be in writing and given by delivering it or sending it as indicated below to:

(a) **the Obligors at:**

Coldterra Supply Chain Ltd.
5090 Explorer Drive
Suite 203
Mississauga ON
L4W 4X6

Attention: Robert Vanden Broek
Email: rob.vandenbroek@coldterra.ca
Facsimile: (416) 252-2544

With a copy (which shall not constitute notice) to:

Thornton Grout Finnigan LLP
100 Wellington Street West, Suite 3200
Toronto, Ontario
M5K 1K7

Attention: Rebecca Kennedy and D.J. Miller
Email: rkennedy@tgf.ca and djmiller@tgf.ca

(b) **the DIP Lender at:**

Bank of Montreal
19th Floor, 100 King Street West
Toronto, Ontario
M5X 1A1

Attention: Rachel Gillespie
Email: Rachel.Gillespie@bmo.com

With a copy (which shall not constitute notice) to:

Borden Ladner Gervais LLP
Bay Adelaide Centre, East Tower

22 Adelaide Street West
Toronto, Ontario
M5H 4E3

Attention: Howard Silverman and Alex MacFarlane
Email: hsilverman@blg.com and amacfarlane@blg.com

Any such communication shall be deemed to have been validly and effectively given (i) if personally delivered, when received; or (ii) if transmitted by facsimile, email or similar means of recorded communication on the date of such transmission if such date is a Business Day and such transmission was made prior to 4:00 p.m. (local time in the place of receipt) and otherwise on the Business Day following the date of transmission. Any party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such party at its changed address.

44. **Interpretation:** In this Agreement, words signifying the singular include the plural and vice versa, and words signifying gender include all genders. Every use of the word “including” in this Agreement is to be construed as meaning “including, without limitation”. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. References in this Agreement to a Section or Schedule are to be construed as references to a Section or Schedule of or to this Agreement unless the context requires otherwise. Subject to any limitations set forth herein, references to contracts, agreements or instruments are deemed to include all amendments, supplements, restatements or replacements to or of such contracts, agreements or instruments. References to a Person includes that Person’s successors and permitted assigns. Unless otherwise specified, reference in this Agreement to a statute refers to such statute and all rules and regulations made under it as the same may have been or may from time to time be amended, re-enacted or replaced. Unless otherwise specified, all dollar amounts stated herein refer to lawful money of Canada.
45. **Governing Law and Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the Laws of the Province of Ontario and the federal Laws of Canada applicable therein. The parties hereby attorn and submit to the non-exclusive jurisdiction of the Court.
46. **Amendment and Restatement:** This Agreement is and shall for all purposes be deemed to be an amendment and restatement of the provisions of the DIP Facility Loan Agreement. While this Agreement supersedes the DIP Facility Loan Agreement insofar as it constitutes the entire agreement between the parties concerning the subject matter of this Agreement, this Agreement merely amends and restates the DIP Facility Loan Agreement and does not constitute or result in a novation or rescission of the DIP Facility Loan Agreement, the Guarantees or any other DIP Loan Documents. Without limiting the foregoing, the parties confirm that none of the outstanding Advances (as defined in the DIP Facility Loan Agreement) have been repaid or replaced by new obligations as a result of this Agreement, all such outstanding Advances are Advances under this Agreement, and all of the DIP

Obligations (as defined in the DIP Facility Loan Agreement) are DIP Obligations under this Agreement that are secured by the DIP Charge.

[remainder of page left intentionally blank; signature pages follow]

- S1 -

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BANK OF MONTREAL

E-SIGNED by John Gil

on 2025-08-15 14:47:03 GMT

By:

Name: John Gil

Title:

Director, SAMU

By:

Name:

Title:

- S2 -

**EASTERN MEAT SOLUTIONS INC., as a
Borrower**

By: 

Name: Robert Vanden Broek
Title: President

**2298442 ONTARIO LIMITED
(previously, SIERRA CUSTOM
FOODS INC.), as a Borrower**

By: 

Name: Robert Vanden Broek
Title: President

**COLDTERRA SUPPLY CHAIN LTD.
(previously, SIERRA SUPPLY CHAIN
SERVICES INC.), as a Borrower**

By: 

Name: Robert Vanden Broek
Title: President

**COLDTERRA REALTY CORPORATION
(previously, SIERRA REALTY
CORPORATION), as a Guarantor**

By: 

Name:
Title:

AMENDED AND RESTATED
DIP FACILITY LOAN AGREEMENT

- S3 -

RVB HOLDINGS INC., as a Guarantor

By: 

Name:

Title:

**VANDEN BROEK HOLDINGS (2008) INC.,
as a Guarantor**

By: 

Name:

Title:

**COLDTERRA REALTY CALGARY
CORPORATION (previously, SIERRA
REALTY CALGARY CORPORATION), as a
Guarantor**

By: 

Name:

Title:

**EASTERN MEAT SOLUTIONS (USA)
CORP., as a Guarantor**

By: 

Name:

Title:

AMENDED AND RESTATED
DIP FACILITY LOAN AGREEMENT

SCHEDULE A

DEFINITIONS

“**Administration Charge**” means the super-priority charge granted by the Court in an amount not exceeding \$750,000 securing the fees and expenses of: (a) the Obligors’ CCAA counsel and (b) the Monitor and its counsel;

“**Advance**” has the meaning given to that term in Section 8;

“**Advance Notice**” has the meaning given to that term in Section 8;

“**Affiliate**” of any Person means, at the time such determination is made, any other Person controlling, controlled by or under common control with such first Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through the ownership of voting securities or otherwise;

“**Agreement**” means this DIP Facility Loan Agreement, including all Schedules, as it may be modified, amended, restated, replaced, supplemented or otherwise changed from time to time and at any time hereafter;

“**ARIO**” means an order of the Court in the CCAA Proceeding, in form and substance satisfactory to the DIP Lender, in its sole discretion, approving, *inter alia*, this Agreement, the DIP Facility, the other DIP Loan Documents, and the DIP Charge, and amending and otherwise confirming the relief granted under the Initial Order, such order obtained on application made on notice to such Persons as the DIP Lender approves, as the same may be amended or amended and restated, with the consent of the DIP Lender, in its sole discretion;

“**Associate**” has the meaning given to such term in the *Business Corporations Act* (Ontario), as in effect on the date hereof;

“**Authorization**” means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Authority related to the Obligors, the Collateral or their businesses;

“**BMO Credit Agreement**” means the second amended and restated credit agreement dated as of September 14, 2022, among Eastern Meat Solutions Inc., as borrower, certain affiliates of Eastern Meat Solutions Inc., as guarantors, and Bank of Montreal, as lender, as amended, restated or otherwise modified;

“**BMO Security**” means the Encumbrances on the applicable Collateral pursuant to security documents in favour of Bank of Montreal and such security documents;

“**Borrowers’ Account**” means the disbursement account of the Borrowers maintained at any branch of the DIP Lender;

“**Borrower Agent**” has the meaning given to that term in Section 4;

“Borrowers” has the meaning given to that term in Section 3;

“Borrowing Base Certificate” has the meaning given to it in the BMO Credit Agreement;

“Business Day” means any day of the year, other than a Saturday, Sunday or any day on which major commercial banks are closed in Toronto, Ontario;

“Cash Flow Variance Report” has the meaning given to that term in Section 14;

“CCAA” has the meaning given to that term in the recitals;

“CCAA Proceeding” has the meaning given to that term in the recitals;

“Change of Control” means any event or circumstance whereby (i) Robert Vanden Broek shall cease to beneficially own and control directly and/or indirectly at least seventy percent (70%) (on a fully diluted basis) of the economic and voting equity interests of the Borrowers, (ii) other than Robert Vanden Broek, no one Person shall beneficially own directly or indirectly 30% or more of the economic and voting equity interests of the Borrowers or (iii) Robert Vanden Broek shall for any reason cease to be actively engaged in the day-to-day management of the Borrowers, unless an interim or permanent successor of such Person that is acceptable to the DIP Lender, acting reasonably, has been appointed;

“Charges” means the Administration Charge, the Directors’ Charge, the Intercompany Charge and the KERP Charge;

“Coldterra Tranche” means that part of the DIP Facility that is made available to the Borrowers, subject to the terms and conditions of this Agreement, after the Sale Process Order (Coldterra) has been issued by the Court and the SISP (Coldterra) has been approved by the Court;

“Collateral” means all present and after-acquired assets and property of the Obligors, real and personal, tangible and intangible and all proceeds therefrom, but excluding consumer goods and the last day of the term of any lease or agreement to lease;

“Comeback Motion” means the comeback motion in the CCAA Proceeding;

“Commitment Fee” has the meaning given to that term in Section 12(a);

“Contractual Obligation” means, with respect to any Person, any provision of any indenture, mortgage, deed of trust, contract, undertaking, agreement or other instrument (including any equity interest issued by such Person) to which such Person is a party or by which, whether in writing or orally, such Person or any of its assets is bound or to which such Person or any of its assets is subject;

“Court” has the meaning given to that term in recitals;

“Court Order” means an order of the Court, including the Initial Order and the ARIO;

“Default” means any event, circumstance or omission that constitutes an Event of Default or that, after the giving of notice, the passage of time or the failure to remedy such event, circumstance or omission within a period of time, would constitute an Event of Default;

“DIP Budget” has the meaning given to that term in Section 14;

“DIP Charge” has the meaning given to that term in Section 18;

“DIP Facility” has the meaning given to that term in Section 7;

“DIP Lender” has the meaning given to that term in Section 6;

“DIP Loan Documents” means this Agreement, the Guarantees and any other agreements, instruments or other documents in respect of the DIP Facility contemplated by this Agreement or required by the DIP Lender;

“DIP Obligations” has the meaning given to that term in Section 18;

“Directors’ Charge” means the super-priority charge granted by the Court in an amount not exceeding \$750,000 securing the customary obligations and liabilities that the officers and directors of the Obligor may incur in such capacities;

“Encumbrance” means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, exception, reservation, easement, encroachment, servitude, restriction on use, right of occupation, any matter capable of registration against title, option, right of first offer or refusal or similar right, restriction on voting (in the case of any voting or equity interest), right of pre-emption or privilege or any contract to create any of the foregoing;

“Event of Default” has the meaning given to that term in Section 27;

“Excluded Taxes” means any of the following Taxes imposed on or with respect to the DIP Lender or any other recipient of any payment to be made by or on account of any DIP Obligations, or required to be withheld or deducted from a payment to any such recipient, (a) income, net profits, or capital taxes imposed on or measured by net income, and franchise taxes imposed (i) by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or conducts business, in which its principal office is located or in which its applicable lending office is located, but not including Taxes payable by the DIP Lender as a result of any deemed receipt of interest notwithstanding that no such interest was paid to the DIP Lender or (ii) that are Other Connection Taxes and (b) any branch profits taxes or any similar tax imposed by the jurisdiction where an Obligor is located;

“Filing Date” means May 21, 2024;

“Governmental Authority” means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, body, board, tribunal or dispute settlement panel or other law or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory,

state or other geographic or political subdivision thereof; or (b) exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

“Guarantees” means the unconditional guarantees by the Guarantors of the DIP Obligations of the Borrowers and the unconditional guarantees by each Borrower of the DIP Obligations of the other Borrower;

“Guarantors” has the meaning given to that term in Section 5;

“Indebtedness” of any Person means, at any date, without duplication, (a) all obligations of such Person for borrowed money, including by way of overdraft and drafts or orders accepted as representing extensions of credit, (b) all obligations of such Person evidenced by bonds, debentures, the face amount of all bankers’ acceptances, letters of credit, letters of guarantee and similar instruments, notes, letters of credit or other similar instruments, including obligations under any arrangement providing for the leasing of any property, which property has been or is to be sold or transferred in contemplation of such leasing, (c) all obligations of such Person to pay the deferred purchase price of property or services, (d) all obligations of such Person as lessee which are capitalized in accordance with generally accepted accounting principles (or other applicable accounting standards) consistently applied in Canada, (e) all indebtedness, liabilities and obligations secured by an Encumbrance on any asset of such Person, whether or not the same is otherwise indebtedness, liabilities or obligations of such Person, which, for greater certainty will not include rent paid or payable by such Person in the ordinary course, (f) all indebtedness, liabilities and obligations of others which is, directly or indirectly, guaranteed by such Person or which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire, (g) all indebtedness, liabilities and obligations in respect of financial instruments which are classified as a liability on the balance sheet of such Person, (h) all obligations of such Person to otherwise assure a creditor against loss, (i) all hedging obligations and (j) all obligations of such Person for trade accounts and contracts;

“Indemnified Persons” has the meaning given to that term in Section 32;

“Indemnified Taxes” means (a) Taxes other than Excluded Taxes and (b) to the extent not otherwise described in (a), Other Taxes;

“Initial Order” means the order of the Court in the CCAA Proceeding dated May 21, 2024;

“Intercompany Charge” means the super-priority charge granted by the Court to secure obligations between Obligor;

“KERP Charge” means the super-priority charge granted by the Court in an amount not exceeding \$285,600 to secure the obligations of the Obligor under a key employee retention plan approved by the Court;

“Law” means any federal, provincial, county, territorial, district, municipal, local, foreign, supranational or international. law, statute, ordinance, regulation, by-law, rule, code, treaty or rule of common law or otherwise of, or any order, judgment, injunction, decree or similar authority enacted, issued, promulgated, enforced or entered by, any Governmental Authority;

“Material Adverse Effect” means a material adverse effect on the business, operations, results of operations, assets, liabilities or financial condition of the Obligors or their ability to comply with their obligations under this Agreement, any other DIP Loan Document or any Court Order;

“Material Contract” means, with respect to any particular Person, any contract, licence or other agreement to which such Person is a party or by which it is bound that is material to such Person’s business, operations, properties, assets or prospects, having regard to the subject matter thereof or the potential consequences of a breach or termination thereof;

“Maturity Date” has the meaning given to that term in Section 21;

“Maximum Loan Amount” has the meaning given to that term in Section 7;

“Monitor” means Deloitte Restructuring Inc., as the Court-appointed Monitor of the Obligors in the CCAA Proceeding;

“Net Proceeds” means the applicable gross sale price, less applicable Taxes, customary closing adjustments, reasonable legal fees and expenses and other expenses incurred in respect of the relevant sale, all subject to DIP Lender approval;

“Obligors” has the meaning given to that term in Section 5;

“Other Connection Taxes” means, with respect to the DIP Lender and any other recipient of any payment to be made by or on account of any DIP Obligations, Taxes imposed as a result of a present or former connection between such recipient and the jurisdiction imposing the Tax (other than a connection arising from the execution, delivery, enforcement of, or performance under, or receipt of payments under any DIP Loan Document, or from the sale or assignment of an interest in any Advance or DIP Loan Document);

“Other Taxes” means any and all present or future stamp, recording, filing, documentary or similar taxes or any other excise or property taxes, charges or similar levies arising from any payment (or deemed payment) made hereunder or under any other DIP Loan Document or from the execution, delivery or enforcement of, or performance under or otherwise with respect to this Agreement or any other DIP Loan Document (other than Excluded Taxes and Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 38));

“Permitted Encumbrance” means Permitted Liens (as defined in the BMO Credit Agreement) that existed on the Filing Date, the BMO Security and the Charges;

“Person” means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, corporation, Governmental Authority, and where the context requires, any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;

“Pre-Existing Debt” has the meaning given to that term in Section 26(b);

“Priority Payables” means harmonized sales tax, sales Tax and any amount payable or accrued by the Obligors which is secured by an Encumbrance (other than the Administration Charge) which ranks or is capable of ranking prior to or *pari passu* with the DIP Charge, including amounts accrued or owing for wages, vacation pay, termination pay (only where it is a priority payable), employee deductions, or Taxes, and other statutory or other claims that have or may have priority over, or rank *pari passu* with, the DIP Charge;

“Recoverable Expenses” has the meaning given to that term in Section 13;

“Sale” means a sale of all or substantially all of the assets, property and undertaking of Sierra Custom Foods Inc. or all of the equity interests of Sierra Custom Foods Inc., to the extent approved by the DIP Lender, in its sole discretion;

“Sale Order” has the meaning given to that term in Section 27(q)(iv);

“Sale Process Order” means the order of the Court approving a SISP with respect to the Sale;

“SISP” means the sale and investment solicitation process to solicit proposals to purchase or invest in some or all of the assets and/or the business of Sierra Custom Foods Inc.;

“Sale (Coldterra)” means a sale of all or substantially all of the assets, property and undertaking of Coldterra Supply Chain Ltd. or all of the equity interests of Coldterra Supply Chain Ltd., to the extent approved by the DIP Lender, in its sole discretion;

“Sale Order (Coldterra)” has the meaning given to that term in Section 27(q)(vi);

“Sale Process Order (Coldterra)” means the order of the Court approving a SISP (Coldterra) with respect to the Sale (Coldterra);

“SISP (Coldterra)” means the sale and investment solicitation process to solicit proposals to purchase or invest in some or all of the assets and/or the business of Coldterra Supply Chain Ltd.;

“Standby Fee” has the meaning given to that term in Section 12(b);

“Tax” and **“Taxes”** means any taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, excise, withholding, business, franchising, property, development, occupancy, payroll, health, social services, education, employment and all social security taxes, all surtaxes, all customs, duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance and health insurance, and other government pension plan premiums or contributions; and

“Wind-down” means the wind-down of the operations and the cessation of business activity of Eastern Meat Solutions Inc., to the extent approved by the DIP Lender, in its sole discretion.

SCHEDULE B
ADVANCE NOTICE

To: Bank of Montreal
19th Floor, 100 King Street West
Toronto, Ontario
M5X 1A1

This Advance Notice is delivered pursuant to the Amended and Restated DIP Facility Loan Agreement dated August 15, 2025 made among Eastern Meat Solutions Inc., 2298442 Ontario Inc. (previously, Sierra Custom Foods Inc.) and Coldterra Supply Chain Ltd. (previously, Sierra Supply Chain Services Inc.), as borrowers (the “**Borrowers**”) and Bank of Montreal, as DIP Lender (as amended, restated or otherwise modified from time to time, the “**DIP Loan Agreement**”). All terms used herein as defined terms and not otherwise defined shall have the respective meanings ascribed thereto in the DIP Loan Agreement.

1. The Borrowers hereby request Advance as follows:

Date of Advance: _____, 20__

Amount of Advance: \$ _____

Borrower: _____

2. The Borrowers hereby certify that as at the date of this Advance Notice and the date of the Advance requested hereby:

- (a) the proposed use of the proceeds of the proposed Advance is in accordance with the DIP Budget;
- (b) the representations and warranties contained in the DIP Loan Agreement are true and correct in all material respects (except for any such representations and warranties which are specifically expressed to have been given only as at the date of the DIP Loan Agreement); and
- (c) no Default or Event of Default has occurred or will occur after giving effect to the Advance.

[signature page follows]

- 2 -

Dated this _____ day of _____, 20__ .

COLDTERRA SUPPLY CHAIN LTD.
(previously, SIERRA SUPPLY CHAIN
SERVICES INC.)

By: _____
Name:
Title:

Approved this _____ day of _____, 20__ .

DELOITTE RESTRUCTURING INC., solely in
its capacity as Court-appointed Monitor of Coldterra
Supply Chain Ltd. (previously, Sierra Supply Chain
Services Inc.) *et al.* and not in its personal capacity

By: _____
Name:
Title:

SCHEDULE C
DIP BUDGET

See attached

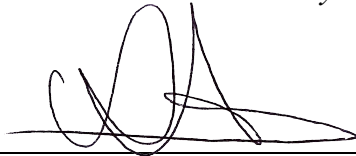
Eastern Meat Solutions Inc. and certain of its affiliates										
16-Week Cash Flow Forecast (in CAD)										
For the period August 11, 2025 to November 30, 2025										
	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
	11-Aug-25	18-Aug-25	25-Aug-25	1-Sep-25	8-Sep-25	15-Sep-25	22-Sep-25	29-Sep-25	6-Oct-25	13-Oct-25
	17-Aug-25	24-Aug-25	31-Aug-25	7-Sep-25	14-Sep-25	21-Sep-25	28-Sep-25	5-Oct-25	12-Oct-25	19-Oct-25
RECEIPTS										
Customer receipts	101,495	110,040	152,855	167,775	101,495	110,040	152,855	167,775	250,614	124,752
HST refund	-	-	50,774	-	273,000	-	55,900	-	-	-
Other receipts	-	-	-	-	(35,000)	-	-	-	-	-
DIP draws	343,532	346,255	1,410	944,227	-	72,056	-	824,152	-	165,154
Total receipts	445,026	456,295	205,040	1,112,002	339,495	182,096	208,755	991,926	250,614	289,906
DISBURSEMENTS										
Direct costs	(47,344)	(24,936)	(13,907)	(5,054)	(47,344)	(24,936)	(13,907)	(5,054)	(47,344)	(24,936)
HST payment	-	-	-	-	-	-	-	(47,632)	-	-
Salaries and benefits	-	(163,778)	-	(163,778)	(10,000)	(163,778)	-	(163,778)	(10,000)	(163,778)
Rent and leases	(49,929)	(749)	(14,773)	(832,525)	(50,071)	-	(14,225)	(833,006)	(18,553)	(31,698)
Utilities	(131,207)	(917)	(791)	-	(1,095)	(130,112)	(1,708)	-	(1,095)	(130,112)
Selling, general & administrative	(17,488)	(26,767)	(16,976)	(14,193)	(17,488)	(26,767)	(16,976)	(14,193)	(17,488)	(26,767)
Interest	-	-	-	(33,952)	-	-	-	(33,952)	-	-
Professional fees	(188,335)	(239,148)	(158,593)	(62,500)	(50,000)	-	(56,250)	-	-	(68,750)
Total disbursements	(434,302)	(456,295)	(205,040)	(1,112,002)	(175,998)	(345,593)	(103,067)	(1,097,615)	(94,479)	(446,041)
Net inflow/ (outflow)	10,724	-	-	-	163,497	(163,497)	105,689	(105,689)	156,135	(156,135)
Opening balance	389,276	400,000	400,000	400,000	400,000	563,497	400,000	505,689	400,000	556,135
Closing balance	400,000	400,000	400,000	400,000	563,497	400,000	505,689	400,000	556,135	400,000
DIP opening balance	3,119,228	3,462,760	3,809,015	3,810,426	4,754,652	4,754,652	4,826,708	4,826,708	5,650,860	5,650,860
DIP draw	343,532	346,255	1,410	944,227	-	72,056	-	824,152	-	165,154
DIP repayment	-	-	-	-	-	-	-	-	-	-
DIP closing balance	3,462,760	3,809,015	3,810,426	4,754,652	4,754,652	4,826,708	4,826,708	5,650,860	5,650,860	5,816,014
BMO pre-filing credit facility	(6,937,303)	(6,937,303)	(6,937,303)	(6,937,303)	(6,937,303)	(6,937,303)	(6,937,303)	(6,937,303)	(6,937,303)	(6,937,303)
DIP closing balance	(3,462,760)	(3,809,015)	(3,810,426)	(4,754,652)	(4,754,652)	(4,826,708)	(4,826,708)	(5,650,860)	(5,650,860)	(5,816,014)
Ending Cash	400,000	400,000	400,000	400,000	563,497	400,000	505,689	400,000	556,135	400,000
Excess (Deficiency)	(10,000,063)	(10,346,319)	(10,347,729)	(11,291,956)	(11,128,458)	(11,364,012)	(11,258,323)	(12,188,163)	(12,032,028)	(12,353,317)

Eastern Meat Solutions Inc. and certain of its affiliates							
16-Week Cash Flow Forecast (in CAD)							
For the period August 11, 2025 to November 30, 2025							
	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
	20-Oct-25	27-Oct-25	3-Nov-25	10-Nov-25	17-Nov-25	24-Nov-25	
	26-Oct-25	2-Nov-25	9-Nov-25	16-Nov-25	23-Nov-25	30-Nov-25	Total
RECEIPTS							
Customer receipts	105,969	114,865	250,614	124,752	105,969	114,865	2,256,730
HST refund	55,900	-	-	55,900	-	50,000	541,474
Other receipts	-	-	-	-	-	-	(35,000)
DIP draws	-	936,551	-	77,930	-	68,830	3,780,097
Total receipts	161,869	1,051,416	250,614	258,582	105,969	233,695	6,543,301
DISBURSEMENTS							
Direct costs	(13,907)	(5,054)	(47,344)	(24,936)	(13,907)	(5,054)	(364,965)
HST payment	-	(47,632)	-	-	-	-	(95,264)
Salaries and benefits	-	(163,778)	-	(173,778)	-	(173,778)	(1,350,220)
Rent and leases	(14,515)	(832,820)	(18,677)	(251)	(45,695)	(393)	(2,757,880)
Utilities	(917)	(791)	-	(131,207)	-	(917)	(530,871)
Selling, general & administrative	(16,976)	(14,193)	(17,488)	(26,767)	(16,976)	(14,193)	(301,694)
Interest	-	(33,952)	-	-	-	-	(101,857)
Professional fees	-	(68,750)	(50,000)	(18,750)	-	(68,750)	(1,029,825)
Total disbursements	(46,315)	(1,166,970)	(133,508)	(375,689)	(76,578)	(263,085)	(6,532,577)
Net inflow/ (outflow)	115,553	(115,553)	117,106	(117,106)	29,390	(29,390)	10,724
Opening balance	400,000	515,553	400,000	517,106	400,000	429,390	389,276
Closing balance	515,553	400,000	517,106	400,000	429,390	400,000	400,000

DIP opening balance	5,816,014	5,816,014	6,752,565	6,752,565	6,830,496	6,830,496
DIP draw	-	936,551	-	77,930	-	68,830
DIP repayment	-	-	-	-	-	-
DIP closing balance	5,816,014	6,752,565	6,752,565	6,830,496	6,830,496	6,899,326

BMO pre-filing credit facility	(6,937,303)	(6,937,303)	(6,937,303)	(6,937,303)	(6,937,303)	(6,937,303)
DIP closing balance	(5,816,014)	(6,752,565)	(6,752,565)	(6,830,496)	(6,830,496)	(6,899,326)
Ending Cash	515,553	400,000	517,106	400,000	429,390	400,000
Excess (Deficiency)	(12,237,764)	(13,289,869)	(13,172,762)	(13,367,799)	(13,338,409)	(13,436,629)

This is Exhibit "B" referred to in the
Supplemental Affidavit of Robert Vanden Broek sworn by
Robert Vanden Broek of the City of Etobicoke, in the
Province of Ontario before me at the City of Toronto, in the
Province of Ontario, this 15th day of August, 2025 in
accordance with *O. Reg. 431/20, Administering Oath or
Declaration Remotely*.

A handwritten signature in black ink, appearing to read 'D. Alievsky', is written over a horizontal line.

A Commissioner for taking affidavits

DANIEL ALIEVSKY
LSO# 90637D

EXCLUSIVE AUTHORITY TO SELL

THIS AGREEMENT is made this 15th day of August, 2025. BETWEEN:

**EASTERN MEATS SOLUTIONS INC., COLDTERRA SUPPLY CHAIN LTD., AND
COLDTERRA REALTY CORPORATION**
(herein collectively called "Vendor")

OF THE FIRST PART.

-and-

COLLIERS MACAULAY NICOLLS INC., BROKERAGE
(herein called "Colliers")

OF THE SECOND PART.

WHEREAS the Vendor operates a cold storage facility (the "Business") located at 90 Glover Road, Hamilton, Ontario (the "Premises");

AND WHEREAS the Vendor is the beneficial owner of the lease interest on the property (inclusive of furniture, trade fixtures and equipment lease obligations) located at the Premises (the "Property");

AND WHEREAS the Vendor is desirous of marketing and selling the Business, including its interest in the Property by sale on terms favorable to Vendor;

AND WHEREAS Colliers is a Registered Real Estate Broker in the Province of Ontario and has undertaken to act as agent for Vendor to market the Property for sale to potential purchasers;

AND WHEREAS the Vendors sought and obtained creditor protection as set out in an Amended and Restated Initial Order granted by the Ontario Superior Court of Justice (the "Court") pursuant to the *Companies' Creditors Arrangement Act* dated May 31, 2024 (the "Initial Order");

AND WHEREAS pursuant to the Initial Order, Deloitte Restructuring Inc. was appointed as the Monitor of the Vendors (the "Monitor");

AND WHEREAS the Vendors are seeking the approval of a Sale and Investment Solicitation Process with respect to the Business and the Property (the "SISP");

NOW THEREFORE, in consideration of other good and valuable consideration and the mutual covenants and agreements herein contained, Vendor hereby appoints Colliers as its sole and exclusive agent to market the Property for sale upon the following terms and conditions:

1. The term of the exclusive listing herein referred to shall commence on the date of acceptance of this agreement by both parties and shall expire upon the completion of SISP, upon the termination of the SISP by the Monitor, in accordance with the terms of the SISP, or upon further order of the Court.
2. Colliers will market the Business and the Property based on the following:
 - i) Exclusive offering to the market as per this Exclusive Agreement on an unpriced basis.
3. In consideration of the listing team consisting of Stewart Metcalfe (the "Listing Team") procuring a sale offer for the Property, the Vendor agrees to pay Colliers as a commission, an amount equal to one of the following:

Business Sale:

1.5% of the Purchase Price + H.S.T.

Minimum Success Fee \$125,000.00 + H.S.T.

Business Sale to Lineage:

Before September 15, 2025, \$50,000 + H.S.T.; or

After September 15, 2025, the greater of

(i) 0.75% of the Purchase Price + H.S.T., or

(ii) \$100,000 + H.S.T.

Investment Transaction

If an investment transaction is concluded the Success Fee will be 0.75% of the investment amount to a maximum of \$125,000 + H.S.T.

An "Investment Transaction" is defined as a transaction where an investor invests in the Property and partners with existing management to own the Property at the conclusion of the SISP.

3PL Contract Introductions:

No fee due to Colliers

No work fees are applicable.

and said commission shall be due and payable at the successful closing of the sale of the Property from any source whatsoever where such sale occurs during the currency of this agreement or any extension thereof agreed to by the Vendor.

Any deposit tendered with an offer to purchase accepted by Vendor shall be made payable to and be held by the Monitor, in trust.

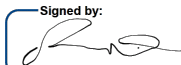
The Vendor irrevocably instructs its solicitor to pay from the proceeds of the sale any unpaid balance of commission owing to Colliers at closing.

4. Vendor further agrees to pay commission as per the above to Colliers in the event of the sale of the Property which occurs within 60 days from the date of expiration of this agreement or any extension thereto to any purchaser to whom Colliers introduced the Property during the term of this agreement or extension thereto providing Colliers has submitted to Vendor a written list of prospects so introduced within 5 days of the date agreed for termination of this agreement provided the purchaser is on such list.
5. Vendor agrees that all inquiries from any source whatsoever shall be referred to Colliers, and all offers shall be submitted through Colliers.
6. Colliers acknowledges that the completion of the sale of the Property is contingent upon its approval by the Monitor and Court in their absolute discretion, so that even if Colliers processes an offer, such offer may not be approved by said Monitor and Court. In such an event, Colliers agrees that it shall not be entitled to any commission or other payment from the Vendor.
7. Neither party to this agreement shall be authorized to assign this agreement without the written consent of the other party.
8. This agreement shall be binding on the successors and assigns of the parties hereto.
9. The parties to this agreement acknowledge that Colliers has recommended that the Vendor obtain advice from its legal counsel prior to signing this document. The parties further acknowledge that the information provided by Colliers is not to be construed as expert legal, environmental or tax advice, and the Vendor is cautioned not to rely on any such information without seeking specific legal, environmental or tax advice with respect to their unique circumstances.
10. The Vendor acknowledges its potential liability for failure to disclose any latent defects in the Property, including environmental contamination, to any Buyer. The Vendor agrees to indemnify and save Colliers harmless in respect of any claims made by any Buyer against Colliers for non-disclosure of information which the Vendor knew or ought to have known it had a duty to disclose at law and which was not disclosed. The Vendor acknowledges Colliers obligation to disclose confidential environmental and latent defect information in Multiple Representation situations.
11. RECO Information Guide. In accordance with the Trust in Real Estate Services Act, 2002 (TRESA), the Vendor confirms that the Listing Team provided the RECO Information Guide - <https://reco.on.ca/getmedia/18351daf-ae67-40be-a344-e8891715fb3c/RECO-Information-Guide-Commercial.pdf>. By signing this Agreement, the Vendor acknowledges receipt of the guide.
12. **Consent to Advertise after Completion.** In accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA), upon completion of a sale of the Property the Vendor consents to and agree that the lease and related information regarding the Property may be retained and disclosed by Colliers for advertising, reporting, appraisal and statistical purposes, and for such other use as Colliers deems appropriate in connection with the marketing and leasing of real estate.
13. The laws of the Province of Ontario shall govern this agreement.
14. The parties hereby confirm that the above correctly sets forth the terms of their agreement and undertake to carry out the provisions thereof by executing it at the places hereinafter indicated.
15. Colliers agrees to incur all traditional marketing costs for the duration of this agreement.

Both the representative of the Vendor and the representative of Colliers have read and clearly understand this Agreement, acknowledge this date having received a copy of same and warrant that they are authorized to sign this Agreement.

Dated this ____ day of 8/15/2025 | 5:32 PM EDT, 2025.

**EASTERN MEATS SOLUTIONS INC., COLDTERRA SUPPLY
CHAIN LTD., AND COLDTERRA REALTY CORORATION**

Signed by:
By  Rob Vanden Broek

CCC8E7E9917143C...
Title CEO

I/we have the authority to bind the corporation.

Dated this ____ day of _____, 2025.

COLLIERS MACAULAY NICOLLS INC., BROKERAGE

By _____
Title _____

I/we have the authority to bind the corporation.

Both the representative of the Vendor and the representative of Colliers have read and clearly understand this Agreement, acknowledge this date having received a copy of same and warrant that they are authorized to sign this Agreement.

Dated this ____ day of _____, 2025.

EASTERN MEATS SOLUTIONS INC,, COLDTERRA SUPPLY CHAIN LTD., AND COLDTERRA REALTY CORORATION

By _____

Title _____

I/we have the authority to bind the corporation.

Dated this ____ day of _____, 2025.

8/15/2025 | 5:37 PM EDT

COLLIERS MACAULAY NICOLLS INC., BROKERAGE

DocuSigned by:

By  _____

561F579D53794A8

Donald Campbell

Title ~~Broker of Record~~ _____

I/we have the authority to bind the corporation.

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

**SUPPLEMENTAL AFFIDAVIT OF
ROBERT VANDEN BROEK
(Affirmed August 15, 2025)**

THORNTON GROUT FINNIGAN LLP
TD West Tower, Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7

Rebecca L. Kennedy (LSO# 61146S)
Email: rkennedy@tgf.ca

D.J. Miller (LSO# 34393P)
Email: djmiller@tgf.ca

Shurabi Srikaruna (LSO# 90908K)
Email: ssrikaruna@tgf.ca

Tel: (416) 304-1616
Fax: (416) 304-1313

Lawyers for the Applicants