Court File No. 550323

SUPREME COURT OF NOVA SCOTIA
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Spring Loaded Technology Incorporated

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act* R.S.C., 1985 c. C-36 as amended

PRE-FILING REPORT TO THE COURT SUBMITTED BY GRANT THORNTON LIMITED IN ITS CAPACITY AS PROPOSED MONITOR

January 23, 2026

Grant Thornton Limited
Proposed Monitor

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TABLE OF CONTENTS

Introduction 1
Purpose of the Pre-Filing Report 1
Terms of Reference 3
Qualifications to Act as Monitor 4
GTL's Activities to Date 5
Background – Overview of the Applicant 7
Cash Flow Forecast 14
Debtor In Possession Financing 17
Preliminary Restructuring Plan 21
Proposed Court Ordered Charges 23
Critical Suppliers 25
Sealing Order 26
Good Faith and Due Diligence 26
Need for a Stay of Proceedings and Relief Pursuant to the CCAA 27

APPENDICES

Appendix A – GTL Consent to Act as Monitor

Appendix B – Nova Scotia Registry of Joint Stocks: SLT

Appendix C – Creditor Listing

Appendix D – Personal Property Registry Search of SLT

Appendix E – Nova Scotia Registry of Joint Stocks: Wenova

Appendix F – Nova Scotia Registry of Joint Stocks: 3323381

Appendix G – Nova Scotia Registry of Joint Stocks: Cedar Point

Appendix H – Cash Flow Forecast

Appendix I – Fully Executed DIP Financing Agreement

Appendix J – Nova Scotia Registry of Joint Stocks: DIP Lender

Introduction

1. Grant Thornton Limited ("**GTL**", or in such capacity as, the "**Proposed Monitor**") understands that an application will be made before the Supreme Court of Nova Scotia in Bankruptcy and Insolvency ("**Court**") for an order ("**Initial Order**") to request, amongst other things, a stay of proceedings for ten (10) days ("**Stay of Proceedings**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C., 1985 c. C-36, as amended ("**CCAA**") for Spring Loaded Technology Inc. ("**SLT**" or the "**Applicant**").

2. This pre-filing report of the Proposed Monitor (the "**Pre-Filing Report**") has been prepared prior to and in contemplation of GTL's appointment as Monitor in these proposed CCAA proceedings, to provide the Court with information for its consideration in respect of the relief sought by the Applicant in the Initial Order.

3. Should the Initial Order be granted, the Proposed Monitor understands that the Applicant intends to return to Court within ten (10) days ("**Comeback Hearing**") to seek the Court's approval of an Amended and Restated Initial Order ("**ARIO**"), granting certain broader relief as part of the Applicant's restructuring plans in these proposed CCAA proceedings. If appointed, GTL will file a further report in advance of the Comeback Hearing to provide GTL's views on the relief sought in the ARIO.

Purpose of the Pre-Filing Report

4. The purpose of this Pre-Filing Report is to provide the Court and the Applicant's stakeholders with the Proposed Monitor's understanding and views with regards to:

   (a) The qualifications of GTL to act as Monitor in these proposed CCAA proceedings and an overview of GTL's involvement with the Applicant to date;

   (b) An overview of the business and affairs of the Applicant and the Proposed Monitor's understanding of the factors leading to the Applicant's decision to seek relief under the CCAA;

   (c) The Proposed Monitor's understanding of the Applicant's current financial position and recent financial performance;

(d) The Proposed Monitor's understanding of the Applicant's initial plan for these proposed CCAA proceedings, should the Court grant the Initial Order;

(e) The Proposed Monitor's views on the Applicant's weekly cash flow forecast for the period of January 26, 2026, to April 24, 2026 (the "**Cash Flow Forecast**"), pursuant to s. 23 of the CCAA; and

(f) The Proposed Monitor's views on the Applicant's request for an Initial Order including:

i. a Stay of Proceedings against the Applicant until the Comeback Hearing;

ii. appointment of Grant Thornton Limited as monitor ("**Monitor**") of the Applicant in the CCAA proceedings pursuant to section 11.7 of the CCAA;

iii. approval of a debtor-in-possession interim financing loan agreement up to an initial principal amount of $250,000 plus interest, costs and expenses (the "**DIP Financing**") between the Applicant and 4782489 Nova Scotia Limited ("**DIP Lender**"), accompanied by an interim financing charge securing the amounts advanced under the DIP Financing Agreement ("**DIP Charge**");

iv. approval of an initial charge in the amount of $150,000 (the "**Administration Charge**") securing the fees and expenses of the Monitor, Reconstruct LLP ("**Monitor's Counsel**") as legal counsel to the Monitor and O'Keefe and Sullivan ("**Applicant's Counsel**") as legal counsel to the Applicant;

v. approval of a Directors and Officers Charge ("**D&O Charge**") in the amount of $100,000, subordinate to the Administration Charge and the DIP Charge;

vi. approval of a sealing order for Confidential Exhibit "F" to the Ellsmere Affidavit, defined below; and

vii. allowing certain pre-filing payments to critical suppliers up to an aggregate of $100,000 where such payments are deemed by the Applicant, with the consent of the Monitor, to be critical and necessary for the ongoing operations of the Applicant and the preservation of its business and property ("**Critical Suppliers**") and which meet the criteria prescribed by s. 11.4(1) of the CCAA.

Terms of Reference

5. In preparing this Pre-Filing Report, the Proposed Monitor has relied upon unaudited internal financial statements, certain other financial information and financial projections of the Applicant, discussions with management of the Applicant ("**Management**"), discussions with the Applicant's Counsel and financial information provided by other stakeholders (collectively, the "**Information**"). While the Proposed Monitor has reviewed the Information for reasonableness and believes that the information provides a fair summary of the transactions and underlying financial position as reflected in the documents of the Applicant, the Proposed Monitor has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Canadian Generally Accepted Auditing Standards.

6. Some of the Information used in preparing this Pre-Filing Report consists of forward-looking information. The Proposed Monitor cautions that such information is based on assumptions about future events and conditions that are not yet ascertainable. The actual results with respect to the forward-looking information and the variations thereof could be significant.

7. In the course of its mandate, the Proposed Monitor has assumed the integrity and truthfulness of the Information and explanations presented to it by Management, directors of the Applicant, and other stakeholders within the context in which the Information was presented. To date, nothing has come to the Proposed Monitor's attention that would cause it to question the reasonableness of these assumptions. The Proposed Monitor requested that Management, directors and other stakeholders bring to its attention any significant matters which were not addressed in the course of the Proposed Monitor's specific inquiries. Accordingly, this Pre-Filing Report is based solely on the Information (financial or otherwise) made available to the Proposed Monitor by the Applicant, Management and other stakeholders.

8. This Pre-Filing Report has been prepared for the use of this Court and the Applicant's stakeholders as general information relating to the Applicant and these proposed CCAA proceedings, and to assist the Court in determining whether to grant the relief sought by the Applicant. Accordingly, the reader is cautioned that this Pre-Filing Report may not be appropriate for any other purpose. The Proposed Monitor does not assume responsibility

or liability for losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Pre-Filing Report contrary to the provisions of this paragraph.

9. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars. Capitalized terms not otherwise defined have the meaning given to them in the affidavit of Joe Ellsmere ("**Mr. Ellsmere**") sworn on or around January 22, 2026 ("**Ellsmere Affidavit**"). Mr. Ellsmere is the Chief Executive Officer ("**CEO**") of the Applicant.

Qualifications to Act as Monitor

10. GTL is a Licensed Insolvency Trustee within the meaning of s. 2(1) of the *Bankruptcy and Insolvency Act,* R.S.C., 1985, c. B-3 (the "**BIA**") and is not subject to any of the restrictions on who may be appointed as Monitor as set out within s. 11.7(2) of the CCAA. Specifically, neither GTL nor any of its representatives or affiliates has at any time in the past two years been:

(a) a director, officer or employee of the Applicant;

(b) related to the Applicant, or to any director or officer of the Applicant; or

(c) the auditor, accountant or legal counsel or a partner or an employee of the auditor, accountant or legal counsel, of the Applicant.

11. GTL is an independent, neutral third party and has consented to act as Monitor should the Court grant the Applicant's request for relief contained in the Initial Order. A copy of the Proposed Monitor's consent to act is attached hereto as **Appendix "A"**. GTL has retained Reconstruct LLP to act as its independent counsel in the event GTL is appointed as Monitor.

12. GTL draws breadth of experience from its team of Partners and colleagues in Atlantic Canada and across Canada. The GTL representatives with carriage of this matter are experienced Chartered Insolvency and Restructuring Professionals and Licensed Insolvency Trustees, who have acted in restructurings and CCAA matters across Canada and particularly in Atlantic Canada.

GTL's Activities to Date

13. Pursuant to an engagement letter dated January 8, 2026 (the "**GTL Engagement Letter**"), GTL was engaged to assist the Applicant in preparing for these proposed CCAA proceedings including the provision of financial, strategic and restructuring advice prior to the application for an Initial Order.

14. The GTL Engagement Letter specifically states that if appointed as Monitor under the CCAA, GTL will be acting as an officer of the Court and its primary responsibility will be to the Court. While GTL will endeavor to work cooperatively with the Applicant throughout the CCAA proceedings, the GTL Engagement Letter confirms that GTL's duties to the Court will take priority over the Applicant's wishes.

15. For certainty, pursuant to the GTL Engagement Letter, GTL did not take any steps that would entail GTL controlling and/or managing the Applicant's operations, nor has GTL provided accounting or auditing advice to the Applicant. Fees payable to GTL pursuant to the GTL Engagement Letter are based on hours worked multiplied by standard hourly rates, consistent with mandates of this nature in Atlantic Canada. GTL is not entitled to any success-based or other contingency-based fees.

16. Since the date of the GTL Engagement Letter, GTL as Proposed Monitor has, among other things:

(a) held various meetings and email communications with Management, SLT's director, the Applicant's Counsel and the Monitor's Counsel to discuss restructuring options available, the proposed CCAA proceedings, to outline the role of the Monitor therein, and understand the basis for the Applicant's request for the Initial Order as highlighted in the Ellsmere Affidavit;

(b) engaged with the DIP Lender and counsel to the DIP Lender, along with the Applicant, to discuss potential interim financing terms;

(c) the Proposed Monitor worked with Management to further discuss and explain, amongst other things:

i. the roles of various parties generally in CCAA proceedings;

ii. the impact of the Stay of Proceedings on the Cash Flow Forecast and the Applicant's creditors;

iii. Court ordered charges and why they are often requested in CCAA proceedings;

iv. should the Initial Order be granted, the Applicant's process for the review and payment of post-filing expenditures and communication with vendors, suppliers, and other stakeholders, and the Monitor's review thereon;

v. the process of variance reporting to the Monitor of the Cash Flow Forecast; and

vi. the expected impact on the Applicant and its stakeholders if the Initial Order is granted.

(d) worked with the Applicant and the Applicant's Counsel to gain an understanding of the various affected stakeholders in the proposed CCAA proceedings as outlined in the Ellsmere Affidavit, including the creditors, employees, customers and key suppliers;

(e) discussed with Management its various restructuring objectives in these CCAA proceedings, including the administration of a sales and investment solicitation process ("**SISP**") by GTL Monitor, should the Initial Order be granted;

(f) assisted the Applicant in preparing and reviewing the Cash Flow Forecast, reviewing the hypothetical assumptions within the Cash Flow Forecast and challenging Management as to those assumptions based on the Proposed Monitor's experience in similar proceedings of this nature;

(g) assisted the Applicant in developing and reviewing a communication plan in respect of these proposed CCAA proceedings to stakeholders, including employees, customers, secured creditors, unsecured creditors, and created a case management website pursuant to s. 23(1)(j) of the CCAA to be a central repository of information for stakeholders should this Honourable Court grant the Applicants' requested relief and appoint GTL as Monitor, at www.DoaneGrantThornton.ca/SpringLoaded;

(h) engaged in discussions with Management in respect of the operation of the Stay of Proceedings, the impact of the CCAA proceedings on creditors, and gained an understanding of the Applicant's view on creditors who may be considered critical to continued operations and preservation of value in the ordinary course, including the criteria prescribed s. 11.4(1) of the CCAA regarding Critical Suppliers; and

(i) gained a sufficient understanding of the Applicant's operations, financial challenges and potential restructuring options to effectively carry out the Proposed Monitor's duties pursuant to the Initial Order as this Court's officer, should the Initial Order be granted.

Background – Overview of the Applicant

17. The business and affairs of the Applicant, including the factors leading to its insolvency, are described in detail in the Ellsmere Affidavit. The Proposed Monitor has reviewed the Ellsmere Affidavit and discussed the business and affairs of the Applicant with Management and the Applicant's Counsel. The Proposed Monitor is of the view that, based on the information reviewed as of the date of this Pre-Filing Report, the Ellsmere Affidavit provides a fair summary thereof.

<u>The Business and Operations</u>

18. The Proposed Monitor understands that the Applicant is a registered company pursuant to the laws of Nova Scotia. The director of the Applicant is Chris Cowper-Smith ("**Mr. Cowper-Smith**", or in such capacity as, the "**Director**"). A copy of the Nova Scotia Registry of Joint Stocks ("**NSRJS**") search of the Applicant is attached hereto as **Appendix "B"**.

19. The Applicant operates within the medical device industry, developing and manufacturing specialty knee braces patented after extensive research, development and independent studies ("**R&D**") to which the Applicant holds four (4) registered global patents and is in the approval process for one more (the "**IP**"). The Applicant has 17 employees, including Mr. Ellsmere, and manufactures its products in Nova Scotia with customers including patients, clinics and resellers across all 10 provinces of Canada, as well as through international distribution channels in the United States and United Kingdom (the "**Business**").

20. The Applicant's have licenses issued by both Health Canada and the U.S. Food & Drug Administration (together, the "**Licenses**") to allow for the manufacturing and sale of its

regulated health products in Canada and the United States. The Proposed Monitor understands, in discussions with Management, that the Applicant's are presently in good standing with both regulators to allow for the continued operations of the Business, however certain fees and payments are outstanding which may be considered Critical Suppliers, discussed further below. The Proposed Monitor understands the continued maintenance and existence of the Licenses, and the IP, are critical to SLT's ongoing operations to manufacture, sell and supply its products to customers, and are of significant value to the Business.

21. The Proposed Monitor also understands the Applicant has material supplier contracts in the United States which are integral to the Business, an example being with a third party to ultimately supply the Applicant's products to the Department of Veteran's Affairs.

22. The Proposed Monitor has reviewed the financial statements provided by the Applicant within the Ellsmere Affidavit, summarized as follows:

Spring Loaded Technology Inc. – Balance Sheet ($CAD)	Internal November 2025	External December 2023
Current Assets		
Cash	83,446	58,415
Short-term investments	25,000	25,000
Accounts receivable	227,082	208,172
Inventory	131,395	142,788
Investment tax credits recoverable	142,433	144,402
Prepaids	76,042	48,317
Total Current Assets	**685,398**	**627,094**
Equipment	45,414	32,060
Intangible assets	82,628	95,449
Total Assets	**813,440**	**754,603**
Current Liabilities		
Accounts payable and accruals	400,700	354,737
Short-term loan	-	47,106
Deposit on share subscriptions	-	32,750
Current portion of long-term debt	-	11,500
Total Current Liabilities	**400,700**	**446,093**
Long-term debt	3,342,458	3,216,525
Convertible debentures	6,154,265	4,951,634
Total Liabilities	**9,897,423**	**8,614,252**
Equity		
Share capital and contributed surplus	8,893,651	8,893,651
Deficit	(17,977,634)	(16,753,300)

Total Equity	**(9,083,983)**	**(7,859,649)**
Total Equity and Liabilities	**813,440**	**754,603**

Spring Loaded Technology Inc. – Income Statement ($CAD)	**Internal November 2025**	**External December 2023**
Sales	2,191,170	1,748,725
Cost of sales	(1,139,510)	(734,310)
Gross Margin	**1,051,660**	**1,014,415**
Selling, general and administrative expenses	(1,190,875)	(1,349,277)
Other income (expenses)	143,606	(118,871)
EBITDA	**4,391**	**(453,733)**
Interest	(503,775)	(578,998)
Depreciation	(56,291)	(84,273)
Future income tax	-	(1,505,500)
Net Income	**(555,675)**	**(2,622,504)**

23. The Proposed Monitor understands the following with respect to the Applicant's historical financial results:

(a) the Applicant has limited cash and short-term assets available to manage its liquidity needs, with inventory effectively being manufactured just-in-time to fulfill existing orders to customers and cash resources of approximately NIL as at the date of this Pre-Filing Report;

(b) accounts payable and accruals consists of approximately $104,000 of trade accounts payable, of which Management considers approximately 60% to be to Critical Suppliers and the remaining balance being accrued liabilities;

(c) convertible debentures include loans advanced by the 2020 Debentures, defined below; and

(d) while SLT recently achieved break-even and positive EBITDA, a significant portion of its long-term indebtedness include convertible notes to which the Proposed Monitor is advised did not convert to equity as the Applicant previously anticipated. As a result, the Applicant's debt is unsustainable relative to the Business.

Creditors

24. The Proposed Monitor's understanding of the Applicant's creditors is as follows, with amounts estimated from the books and records as of January 13, 2026:

Spring Loaded Technology Incorporated Creditors Estimate: January 13, 2026 ($CAD)	
Secured Creditors	
Wenova Ventures Limited	71,141
3323381 Nova Scotia Limited	20,326
Cedar Point Business Solutions Inc.	47,201
Mr. Ellsmere	47,201
Ben Ross	47,201
Helen Steer	26,223
Total Secured Creditors	**259,293**
Unsecured Creditors	
Build Ventures	1,228,014
Invest Nova Scotia	1,429,430
Wislang Corporation	32,747
BDC	2,516,422
Consortium MedTeq	700,042
ACOA	4,158,765
Canadian Emergency Business Account	36,991
Trade accounts payable	120,427
Total Unsecured Creditors	**10,222,838**
Total Estimated Creditors	**10,482,131**

25. A detailed creditor listing is attached at **Appendix "C"**. A copy of a search of the Nova Scotia Personal Property Registry Search ("**PPRS**") for the Applicant at January 20, 2026 is attached at **Appendix "D"**.

26. The Proposed Monitor understands that the Applicant received significant funding to support its product development and growth through debt, equity and grants, and the Applicant historically raised funds from angel and institutional investors via a series of convertible debentures and equity financing events. The Proposed Monitor understands the Applicant's secured and subordinated creditors at the date of this Pre-Filing Report include:

(a) Approximately $260,000 of secured claims are claims by Secured Creditors, collectively, the "**2025 Debentures**", which the Proposed Monitor understands secures funds raised in 2025 with consent from the 2020 Debentures outlined below to provide immediate liquidity to continue exploring the terms of a potential transaction with Wenova and Management:

   i. Wenova Ventures Limited ("**Wenova**") – a Nova Scotia registered company with the director being Yicheng Wen. A copy of the NSRJS of Wenova is attached as **Appendix "E"**;

   ii. 3323381 Nova Scotia Limited ("**3323381**") – a Nova Scotia registered company with the director being Mark Goldhar. A copy of the NSRJS of 3323381 is attached as **Appendix "F**;

   iii. Cedar Point Business Solutions Inc. ("**Cedar Point**") – a Nova Scotia registered company with the director being Mr. Cowper-Smith, the Director of SLT. A copy of the NSRJS of Cedar Point is attached as **Appendix "G"**;

   iv. Mr. Ellsmere – CEO of the Applicant;

   v. Ben Ross – Employee of the Applicant; and

   vi. Helen Steer – Employee of the Applicant.

(b) Approximately $6.1 million of claims are unconverted interest-bearing debentures (collectively, the "**2020 Debentures**"). While the Ellsmere Affidavit indicates the 2020 Debentures were secured by a general security agreement, the Proposed Monitor notes that no registration currently exists on SLT's PPSA at Appendix "D":

   i. Atlantic Canada Regional Venture Fund Limited Partnership ("**Build Ventures**");

   ii. Invest Nova Scotia;

   iii. BDC Capital Inc. ("**BDC**");

   iv. Consortium MedTeq;

   v. Wislang Corporation;

(c) Approximately $4.1 million in unsecured long term debt from Atlantic Canada Opportunities Agency ("**ACOA**").

27. The Proposed Monitor notes that Toronto-Dominion Bank ("**TD Bank**") has a registered security interest against the Applicant as shown on the PPRS. The Proposed Monitor understands that the Applicant has a Visa with TD Bank for $25,000, which is also secured by a GIC held with TD Bank for the same amount. While unaffected, TD Bank has been served with the initial application for these proposed CCAA proceedings.

28. Section 3(1) of the CCAA states that the CCAA applies to insolvent debtor companies with total liabilities greater than $5,000,000; as such, the Applicant is a debtor corporation to which the CCAA applies.

<u>Factors Leading to Proposed CCAA Proceedings</u>

29. Based on the Proposed Monitor's discussion with Management and review of the Applicant's records in preparation for these CCAA proceedings, including the Ellsmere Affidavit, the Proposed Monitor understands that:

(a) the Applicant is a start-up medical device company, with significant historical investments in R&D of its proprietary bracing product;

(b) with a cumulative deficit of approximately $18 million, significant funding has been advanced to the Applicant to support operations and its R&D through a combination of debt, equity and grants. The majority of the Applicant's debt may be unsecured, as no valid PPRS registration exists as at the date of this Pre-Filing Report, however should the Initial Order be granted the Proposed Monitor would seek an independent opinion on same;

(c) through various iterations of the Applicant's board and Management, the Applicant has attempted for several years prior to these proposed CCAA proceedings to seek further investment in the Business or a sale to various parties, including large multi-national strategic corporations within the same industry as the Applicant;

(d) extensive discussions regarding the Applicant's financial position and immediate challenges have occurred between the Applicant and its primary creditors, including the 2020 Debentures, prior to SLT requesting relief under the CCAA;

(e) the Applicant is now in need of immediate liquidity to finance ongoing operations, as well as a capital injection for certain operational improvements in its manufacturing process;

(f) the Proposed Monitor understands that the 2025 Debentures advanced operational funding to the Applicant on or around September 2025 pursuant to a subordination agreement and a further amended subordination agreement, both executed by the 2025 Debentures and the 2020 Debentures. The Proposed Monitor is advised the purpose of these funds was to provide immediate liquidity to continue discussions with interested parties who had expressed an interest in acquiring, or investing in, the Applicant's business;

(g) one of the interested parties in discussions with Management was Wenova, which ultimately submitted a letter of intent on November 26, 2025 for the purchase of substantially all of the Applicant's assets ("**Wenova LOI**"), and forms part of the 2025 Debentures;

(h) Management did not receive the necessary consent from the 2020 Debentures to accept the Wenova LOI, ultimately expiring on December 5, 2025; and

(i) Wenova submitted a revised letter of intent ("**Revised Wenova LOI**") on December 24, 2025, expiring on December 31, 2025. The Revised Wenova LOI deadline was further extended to January 5, 2026. Management also did not receive the necessary consent from the 2020 Debentures to accept the Revised Wenova LOI.

30. The Proposed Monitor understands that, despite significant engagement between Management, the 2020 Debentures and Wenova on various terms related to the Revised Wenova LOI, Management reached an impasse with its creditors as the required creditor consent to execute the Revised Wenova LOI was not received.

31. The Ellsmere Affidavit notes that, despite being agreeable to an asset purchase on an accelerated timeline, Wenova expressed doubt that the Applicant would ultimately be able to transact outside of a formal insolvency process, resulting in Wenova and Ben Ross (representing a majority of the 2025 Debentures) exercising their right to demand full repayment of the 2025 Debentures on January 8^{th}, 2026. Subsequently, on January 9^{th} 2026, ACOA issued a demand for repayment of approximately $4.1 million.

32. The Applicant is now facing a liquidity crisis as it is unable to meet its creditor demands or fund payroll, critical supplier payments and regulatory payments beyond January 27, 2026 without immediate capital.

Cash Flow Forecast

33. The Applicant, with assistance from the Proposed Monitor, prepared the Cash Flow Forecast attached hereto as **Appendix "H"** covering the period January 26, 2026 to April 24, 2026 (the "**Cash Flow Period**"). The Cash Flow Forecast was prepared on the assumption that, among other things, the Applicant's operations will continue in the ordinary course.

34. The Cash Flow Forecast has been prepared by Management using the probable and hypothetical assumptions set out therein (the "**Probable and Hypothetical Assumptions**").

35. The Proposed Monitor has reviewed the Cash Flow Forecast to the standard required of a Court-appointed Monitor by s. 23(1)(b) of the CCAA. The Proposed Monitor's review of the Cash Flow Forecast consisted of inquiries, analytical procedures, and discussions related to information supplied to the Proposed Monitor by Management. Since the Probable and Hypothetical Assumptions need not be supported, the Proposed Monitor's procedures with respect to same were limited to evaluating whether they were consistent with the purpose of the Cash Flow Forecast and the Proposed Monitor's understanding of the business. The Proposed Monitor has also reviewed the support provided by the Applicant for the Probable and Hypothetical Assumptions and the preparation and presentation of the Cash Flow Forecast.

36. Based on the Proposed Monitor's review, nothing has come to its attention that causes it to believe that, in all material respects:

    (a) the Probable and Hypothetical Assumptions are not consistent with the purpose of the Cash Flow Forecast;

    (b) as at the date of this Pre-Filing Report, the Probable and Hypothetical Assumptions developed by Management are not suitably supported and consistent with the

Applicant's plans or do not provide a reasonable basis for the Cash Flow Forecast, given the Probable and Hypothetical Assumptions; or

(c) the Cash Flow Forecast does not reflect the Probable and Hypothetical Assumptions.

37. The Applicant expects the cash position at the commencement of these CCAA proceedings to be approximately $NIL. The Applicant expects to operate at a deficit and requires the proposed DIP Financing as demonstrated in the Cash Flow Forecast:

Summary of Cash Flow Forecast For the period of January 26, 2026 to April 24, 2026	
$CAD	**Weeks 1-13**
Operating cash receipts	678,442
Operating cash disbursements	(804,429)
Cash Flow from Operations	(125,987)
Restructuring Fees	(309,000)
DIP Financing	500,000
Net Cash Flow	**65,013**
Opening cash balance	-
Ending Cash Balance	**65,013**

38. The Proposed Monitor makes the following general comments on the Cash Flow Forecast:

(a) cash receipts from operations include collection of accounts receivable from the Applicant's customers in the ordinary course and anticipated refunds from the Industrial Research Assistance Program ("**IRAP**"):

i. Management has noted to the Proposed Monitor that the IRAP receipts within the Cash Flow Forecast are the final refunds expected for the Applicant based on its current programming.

(b) material operational disbursements include the following:

i. employee payroll, source deductions and benefits, including sales commissions paid to employees and independent representatives;

ii. direct materials, all incurred in the ordinary course post-filing and paid pursuant to current terms;

iii. dues and regulatory fees to allow for the Applicant to sell its medical device to customers in Canada and internationally;

iv. payments to Critical Suppliers, discussed further in the Ellsmere Affidavit and this Pre-Filing Report; and

v. a contingency line item of $1,000 per week.

(c) Week 1 of the Cash Flow Forecast include payments of retainers to the Monitor, Monitor's Counsel and Applicant's Counsel from the DIP Financing (collectively, the "**Restructuring Retainers**"):

Restructuring Retainers	
Monitor	$40,000
Monitor's counsel	20,000
Applicant counsel	40,000
Total Restructuring Retainers	**$100,000**

(d) professional fees for the Monitor, Monitor's Counsel, and the Applicant's Counsel in respect of the proposed CCAA proceedings are estimates of hours incurred by the respective professionals at their standard rate and charge through the Cash Flow Period, and include projected time of the Proposed Monitor for administering a SISP; and

(e) projected interest and fees owed pursuant to the DIP Financing Facility are also included under forecasted Restructuring Fees.

39. Since the Cash Flow Forecast is based on assumptions regarding future events, actual results will vary from the information presented even if the Probable and Hypothetical Assumptions occur, and the variations may be material. Accordingly, the Proposed Monitor expresses no assurance as to whether the Cash Flow Forecast will be achieved. The Proposed Monitor expresses no opinion or other form of assurance with respect to the accuracy or completeness of any financial information presented in this Pre-Filing report or relied upon by the Proposed Monitor in preparing this Pre-Filing Report.

40. The Cash Flow Forecast has been prepared solely for the purposes described on the face of the Cash Flow Forecast and readers are cautioned that it may not be appropriate for other purposes.

Debtor In Possession Financing

41. As outlined in the Ellsmere Affidavit and demonstrated in the Cash Flow Forecast, the Applicant requires access to interim financing to pursue a restructuring in these CCAA Proceedings for the benefit of creditors and stakeholders. The Cash Flow Forecast prepared by the Applicant in consultation with the Proposed Monitor indicates the Applicant will require approximately $500,000 of interim financing through the Cash Flow Period, which includes the anticipated SISP discussed further below.

42. On January 22, 2026, SLT executed an agreement for interim financing ("**DIP Financing Agreement**") with the DIP Lender for interim financing in these CCAA Proceedings, attached hereto as **Appendix "I"**.

43. A copy of a search of the NSRJS of the DIP Lender is attached hereto as **Appendix "J"**, showing Ryan Baker as the director. Ryan Baker is counsel to the DIP Lender with Stewart McKelvey. The Proposed Monitor understands that Mr. Ellsmere and Mr. Cowper-Smith, being the Applicant's CEO and Director respectively, are shareholders in the DIP Lender and should the DIP Facility be approved by the Court, will be participating in the DIP Financing.

44. The key terms of the DIP Financing Agreement include:

    (a) a non revolving credit facility (the "**DIP Facility**") up to a maximum principal amount of $500,000, secured by way of the DIP Charge subject only the court-ordered Administration Charge as defined in the Initial Order, or other court-ordered amount satisfactory to the Lender;

    (b) SLT will pay all reasonable costs incurred by the DIP Lender, such as expenses of legal counsel, due diligence, appraisals, and any other reasonable expenses incurred in conjunction with the DIP Facility including the cost of preparing the DIP Credit Documents (as defined in the DIP Agreement);

    (c) an interest rate of 12% per annum, calculated in arrears and payable monthly, and an arrangement fee of $10,000 from the first advance under the DIP Facility;

(d) In the event the DIP Facility is terminated within three (3) months from the date of the Initial Order, SLT shall pay a commitment fee of one month's interest to the DIP Lender, approximately $5,000;

(e) given the limited liquidity of SLT, the DIP Lender paid into trust with its counsel a retainer ("**Initial Retainer Advance**") of $30,000 for the purposes of providing security to the fees to be incurred by the Monitor, Monitor's Counsel and Applicant's Counsel. The Initial Retainer Advance is to be held in trust with counsel to the DIP Lender and only to be used should the Initial Order not be granted. Should the Initial Order be grated, the Initial Retainer Advance is to be refunded to the DIP Lender and the fees of the Monitor, Monitor's Counsel and Applicant's Counsel and Restructuring Retainers are to be paid using the DIP Facility pursuant to the Cash Flow Forecast;

(f) the DIP Facility is used to fund working capital and for other general corporate purposes of the SLT; (ii) to make payments in compliance with the Initial Order if granted; and (iii) to pay the fees and expenses of SLT's legal counsel, the Proposed Monitor, the Proposed Monitor's legal counsel, the Lender's legal counsel, and such other agents, advisors and consultants of SLT as provided for in the Cash Flow Forecast, provided that no proceeds from the DIP Facility will be used other than in accordance with the DIP Agreement unless otherwise agreed in writing by the DIP Lender;

(g) maturity on the earlier of (i) the occurrence of an Event of Default as defined in the DIP Financing Agreement; (ii) the implementation of a Plan which has been approved by the requisite majority of SLT's creditors and by order entered by the Court; (iii) conversion of the CCAA proceeding into a proceeding under the *Bankruptcy and Insolvency Act (Canada)* ("**BIA**"); (iv) the sale of all or substantially all of assets and property of the Applicant; and (v) five (5) months from the date of the Initial; and

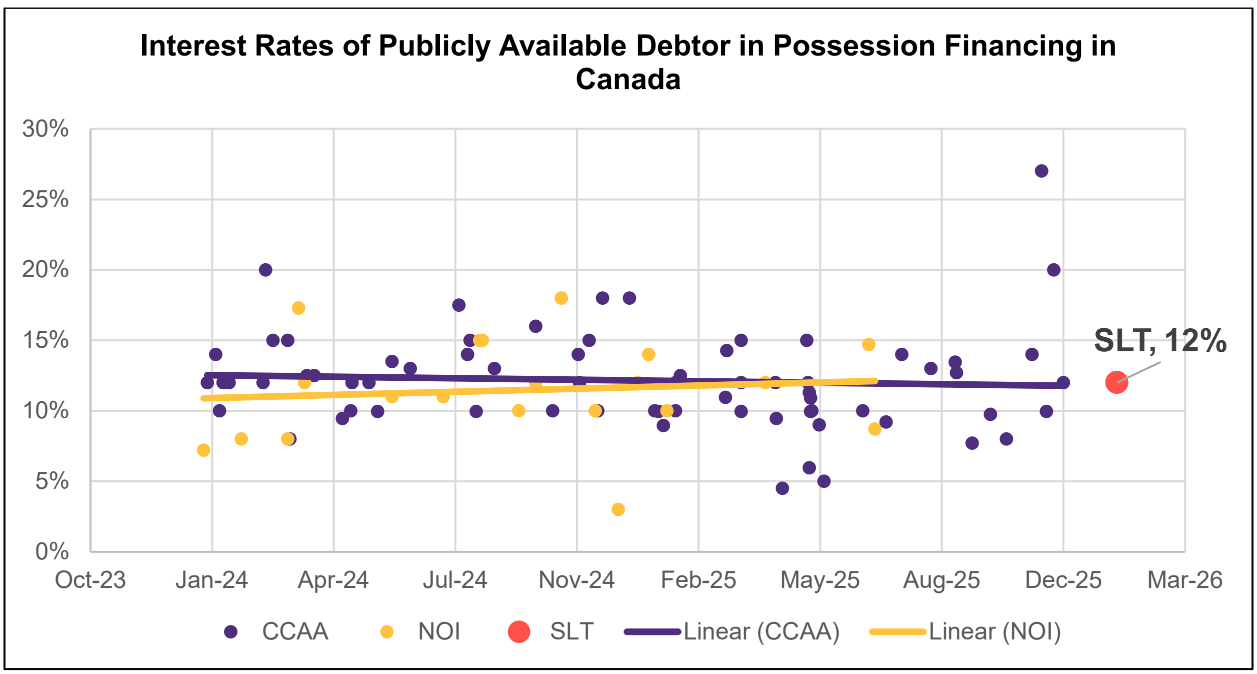
(h) various covenants, conditions precedent, representations and warranties and events of default which are consistent with agreements of this nature, based on the Monitor's review and experience.

45. The Proposed Monitor has reviewed the DIP Financing Agreement, the Cash Flow Forecast and has engaged in discussions with the Applicant and its counsel and notes the DIP Facility provides sufficient liquidity to allow the Applicant to operate as outlined in the

Cash Flow Forecast for the Cash Flow Period to April, 2026, with any expenditures outside the approved Cash Flow Forecast subject to Proposed Monitor and DIP Lender approval.

46. For certainty, the funding available under the DIP Facility is expected to be sufficient to cover the period through the proposed SISP, which the Proposed Monitor understands will be applied for at the Comeback Hearing and is discussed further below.

47. The DIP Financing Agreement includes a 12% annual interest rate, a $10,000 arrangement fee and a commitment fee of one-month's interest (approximately $5,000) if the DIP Facility is terminated within three (3) months from the date of the Initial Order. The Proposed Monitor has reviewed recent public data from the Insolvency Insider publication on restructuring mandates across Canada to assess whether this interest rate is comparable to recently approved debtor in possession or interim financings, and in particular to those in Atlantic Canada. While the graph below does not purport to include all debtor in possession or interim financings approved in insolvency proceedings over the previous two years, the Proposed Monitor understands it represents the majority of such financing and provides the Proposed Monitor with data and context for its evaluation:



48. The Proposed Monitor notes that, based on the data reviewed, it appears the average interest rate for interim financing in recent restructuring mandates is approximately 12.0%,

ranging from a low of ~3% to a high of ~27%. The interest rate of the DIP Financing Agreement is consistent with the average rate. Further, given the minimal tangible assets available to secure the DIP Financing, the Proposed Monitor is of the view that the proposed interest rate is fair and commercially reasonable in the circumstances.

49. After consideration of the above, the Proposed Monitor is of the view the Applicant's requested relief to approve the DIP Facility pursuant to the DIP Financing Agreement is reasonable in the circumstances, given that:

(a) the DIP Facility provides sufficient liquidity to operate the Business in line with the Cash Flow Forecast, the results of which will be reviewed by the Monitor throughout the CCAA proceedings, should the Initial Order be granted;

(b) without the DIP Facility or similar financing, the Applicant will be unable to continue operations, preserve the value of the Business and advance a restructuring plan for the benefit of its creditors and stakeholders, including the anticipated SISP;

(c) the terms and conditions of the DIP Financing Agreement appear reasonable in the circumstances and are consistent with interim financings of this nature in the experience of the Proposed Monitor;

(d) the Proposed Monitor is advised that the Applicant discussed its requirement for interim or bridge financing with the 2020 Debentures prior to SLT's decision to file for relief under the CCAA, and the 2020 Debentures declined to provide such financing; and

(e) while the Applicant and the Proposed Monitor considered various options in respect of interim financing to advance these CCAA Proceedings, given the nature of SLT's business and the lack of traditional assets for which lenders could borrow against, the Proposed Monitor understands the proposed DIP Financing Agreement with the DIP Lender represents the best facility available to address the Applicant's immediate liquidity needs and advance these CCAA proceedings.

<u>Amount of Initial Advance</u>

50. Although the Draft Initial Order and the Initial Affidavit as filed contemplate a borrowing limit of $100,000 from the DIP Facility for the initial stay period, the Proposed Monitor has since finalized its review of the Applicant's cash flow needs and recommends that this limit be increased to $250,000 in the first 10 days.

51. Based on the Cash Flow Forecast:

(a) Approximately $33,000 of the initial advance is allocated to the payment of pre-filing Critical Suppliers, if required, to which the Applicant advises are critical to the preservation of the Business. The Proposed Monitor expects that such payments, including to regulators, must be made in the first 10 days of filing.

(b) Approximately $81,000 are related to ordinary course operating expenditures, including payroll which the Applicant does not have an opportunity to defer;

(c) Approximately $100,000 of the initial advance is allocated to funding retainers of professionals, as the cash flow position of the Applicant meant that the Applicant was unable to fund professional retainers to prepare for this proceeding; and

(d) Approximately $25,000 are estimated for expenditures to the DIP Lender as required by the DIP Agreement.

52. The Proposed Monitor has discussed the increase to the initial advance with the Applicant and counsel to the DIP Lender and does not anticipate any concerns or challenges in the initial advance being increased.

Preliminary Restructuring Plan

53. The Proposed Monitor understands that the Applicant is requesting relief pursuant to the CCAA for the purposes of:

(a) obtaining DIP Financing to fund payroll, Critical Suppliers, ongoing operations and these proposed CCAA proceedings;

(b) obtaining breathing room and relief from creditor demands while it implements its intended restructuring objectives; and

(c) requesting the Court for the Monitor to administer a SISP, to be approved at the Comeback Hearing.

54. Should the Initial Order be granted, the Proposed Monitor understands that the DIP Lender is prepared to fund the Applicant an initial advance of the DIP Financing immediately for the purposes of funding payroll and retainers for the Monitor, Monitor's Counsel and

Applicant's Counsel. All advances of the DIP Financing have been projected by Management within the Cash Flow Forecast.

55. The Proposed Monitor further understands that the Applicant intends to seek approval at the Comeback Hearing of, amongst other things:

(a) an extension of the Stay of Proceedings;

(b) an increased Administration Charge to a maximum of $250,000;

(c) potentially, a key employee retention plan ("**KERP**") for certain employees deemed critical and necessary to its operations and assistance with implementation of the SISP; and

(d) approval of the Monitor to administer a SISP, as discussed below.

56. If appointed, the Proposed Monitor intends to file a further report in advance of the Comeback Hearing to provide the Monitor's views on the Applicants' relief to be sought in the ARIO, including its view on the proposed SISP.

<u>Sales and Investment Solicitation Process</u>

57. The Applicant, with consultation from the Proposed Monitor and the DIP Lender, are working to finalize the terms of a SISP, however the Proposed Monitor understands such terms may generally include:

(a) Court approval of a stalking horse offer in similar form to the Revised Wenova LOI ("**Stalking Horse Offer**") from the DIP Lender;

(b) as the Stalking Horse Offer is expected to include (i) participation by owners of the DIP Lender (ii) participation by Management and the Director and (iii) participation by the DIP Lender, to maintain independence and ensure the integrity of the SISP, the Applicant intends to request the SISP be solely administered by the Proposed Monitor as the Court's officer. This would include limited enhanced powers for the Proposed Monitor to bring forward the successful bid pursuant to the SISP for Court approval;

(c) as highlighted within the Ellsmere Affidavit, the Applicant has been attempting to solicit interest offers to acquire or invest in the Business since at least May of 2023. Combined with the limited liquidity of the Applicant, the Proposed Monitor understands the draft SISP is expected to be shorter and have a two phase approach:

i. Phase 1 – 15 days from the commencement of the SISP for interested parties to provide a non-binding letter of intent to the Monitor; and

ii. Phase 2 – should a non-binding letter of intent be provided, a further 15 days will be afforded to the interested party to provide for additional time for submission of a binding offer for the Business, which must be higher than the Stalking Horse offer and be pursuant to the SISP.

(d) the Proposed Monitor intends to discuss its views on the proposed SISP, the Stalking Horse Offer and on the applicability of established principles outlined in *Royal Bank v. Soundair Corp.* in a subsequent report ahead of the Comeback Hearing.

<u>Key Employee Retention Plan (“**KERP**”)</u>

58. The Proposed Monitor understands that Management is considering the need for a KERP for the Court’s approval at the Comeback Hearing, with consent of the DIP Lender and 2025 Debentures.

59. Should the Applicant determine it requires a KERP, the Proposed Monitor will provide its views on same in a subsequent report to the Court.

Proposed Court Ordered Charges

60. The proposed Initial Order provides for an initial Administration Charge of $150,000, the DIP Charge up to $500,000, and the D&O Charge of $100,000 on the Applicant’s assets, property and undertakings to rank ahead of the existing registered security.

61. Should the Court grant the Initial Order, the Proposed Monitor understands the Applicant intends to seek amendments to the Administration Charge and additional charges at the Comeback Hearing for the ARIO, initially contemplated as follows:

(a) First – the Administration Charge to a maximum of $250,000;

(b) Second – DIP Charge to a maximum of $500,000;

(c) Third- D&O Charge to a maximum of $100,000; and

(d) Fourth – a Key Employee Retention Plan (“**KERP**”) Charge, if so required.

Administration Charge

62. The proposed Initial Order contemplates the Monitor, the Monitor's Counsel and the Applicant's Counsel be granted a Court-ordered charge on the assets of the Applicant as security for professional fees and disbursements relating to services rendered in respect of the proposed CCAA proceedings (whether incurred prior to or after the commencement of the CCAA proceedings) at their standard rates and charges in an amount not to initially exceed $150,000.

63. The initial Administration Charge threshold has been established based on extensive work completed by the professionals prior to these proposed CCAA proceedings, the various professionals' previous history, experience with restructurings of similar magnitude and complexity, and expected professional fees incurred through the Comeback Hearing. Should the Initial Order be granted, the Proposed Monitor is of the view that the proposed Administration Charge is required and reasonable in the circumstances given the expected complexity of the proceedings, the expected involvement of the associated professionals in advancing and administering a SISP, and the limited liquidity available in the Cash Flow Forecast.

64. As the proposed Administration Charge contemplates a priority charge ahead of a claim of the 2025 Debentures and TD Bank, the Proposed Monitor understands that these creditors will be provided formal notice of the Applicant's filing, inclusive of the relief being requested.

65. Based on the above, the Proposed Monitor respectfully recommends that the Applicant's request for the Administration Charge be granted by this Court.

Director and Officer's Charge

66. The Initial Order contemplates a Director and Officer's Charge in the amount of $100,000 be granted in favour of the Applicant's directors and officers. It is the Proposed Monitor's view that the continued support and service of the directors and officers during the CCAA Proceedings are critical to the Applicant's ability to continue operations, preserve value and maximize recovery for stakeholders. Without the continued support of SLT's CEO and Director, the Proposed Monitor expects that operations would cease imminently.

67. The Proposed Monitor understands the initial quantum of the proposed Directors' Charge is based on estimated amounts for which directors could potentially have statutory personal liability, including certain taxes, wages, salaries and applicable withholdings, benefits and accrued vacation pay, through the Comeback Hearing. The Proposed Monitor is advised that the Applicant does not have directors and officers insurance which would otherwise cover these potential risks and that the Cash Flow Forecast includes all post-filing payments to which directors and officer liability could apply.

68. The Proposed Monitor understands that the quantum of the Director's Charge will be reviewed after the initial filing and any necessary amendments or expansion to the charge will be dealt with at the Comeback Hearing.

69. Based on the above, the Proposed Monitor respectfully recommends that the Applicants' request for the Directors' Charge be granted by this Court.

Critical Suppliers

70. The Applicant is seeking within the Initial Order the Court's approval to make certain pre-filing critical payments (with the consent of the Monitor, in such capacity), and only to suppliers that are deemed critical to the Applicant's on-going business operations and which are required to preserve the value of its business or property (the "**Critical Suppliers**"). The Initial Order requests the Applicant be able to pay Critical Suppliers up to $100,000, pursuant to the Cash Flow Forecast.

71. The Proposed Monitor recognizes that Courts across the country have accepted that payments of certain pre-filing arrears are not uncommon in CCAA proceedings pursuant to section 11.4 of the CCAA, but must be used sparingly and minimized to avoid preferential payments and prejudice to the interests of all creditors. The Proposed Monitor has discussed the potential suppliers noted by the Applicant as being critical, and has advised that any pre-filing payment to a Critical Supplier must be justified to the Monitor as follows:

(a) critical to the business or preservation of property;

(b) the delivery of goods or services supplied cannot be easily or economically replaced; and

(c) without a continued supply, it would negatively impact the Applicant's ability to operate and pursue a restructuring in these CCAA proceedings. Any pre-filing payments to Critical Suppliers would be disclosed to the Court and to creditors in subsequent Monitor's reports.

72. In its preliminary discussions with Management, the Proposed Monitor understands that the Critical Suppliers of the Applicant may include health regulators with required payments to maintain sale of its products in certain jurisdictions and certain suppliers which provide specific direct materials for its knee braces that cannot easily be sourced elsewhere, if at all.

73. The Proposed Monitor is supportive of the Applicant's request considering the nature of the Applicant's suppliers and where such flexibility may be required to maintain operations and the opportunity to complete a successful restructuring.

Sealing Order

74. The Applicant is seeking a sealing order over Confidential Exhibit "F" to the Ellsmere Affidavit.

75. The Proposed Monitor understands that the Confidential Exhibit contains commercially sensitive terms and discussions by Management and the Director which, if made public, could negatively impact the Applicant's ability to advance a restructuring of its financial affairs and the Proposed Monitor's ability to execute a SISP for the Applicant's Business.

Good Faith and Due Diligence

76. As at the date of this Pre-Filing Report, the Proposed Monitor:

(a) is of the view that the Applicant and its stakeholders are acting in good faith and with due diligence, pursuant to section 18.6(1) of the CCAA; and

(b) is not of the view that it would be more beneficial to the Applicant's creditors if proceedings were taken under the BIA, pursuant to section 23(1)(h) of the CCAA.

Need for a Stay of Proceedings and Relief Pursuant to the CCAA

77. The proposed CCAA proceedings, including the Stay of Proceedings and DIP Financing, will allow the Applicant to continue operations through the Comeback Hearing where the Proposed Monitor understands the Applicant will seek further orders of this Court with the main purpose to advance a Court supervised SISP administered by the Monitor for the benefit of the Applicant's creditors.

78. For the reasons set out in this Pre-Filing Report, the Proposed Monitor is of the view that the relief requested by the Applicant is reasonable in the circumstances, noting the increase of the authorized initial advance under the DIP Facility to $250,000, and respectfully recommends that this Court make an Order granting the requested relief as amended.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 23rd day of January, 2026.

GRANT THORNTON LIMITED, SOLELY IN ITS CAPACITY AS PROPOSED MONITOR OF SPRING LOADED TECHNOLOGY INCORPORATED AND NOT IN ITS CORPORATE OR PERSONAL CAPACITY

Liam Murphy, CPA, CA, CIRP, LIT
Senior Vice President

Corey Hines, CPA, CIRP, LIT
Senior Manager

Appendix A

GTL Consent to Act as Monitor

Court File No. •

IN THE SUPREME COURT OF NOVA SCOTIA

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF an application of Spring Loaded Technology Incorporated

AND IN THE MATTER OF the *Companies' Creditors Arrangement Act,* R.S.C. 1985, C. c-36, as amended ("**CCAA**")

CONSENT TO ACT

Grant Thornton Limited consents to act as an officer of this Court and to act as Monitor of Spring Loaded Technology Incorporated pursuant to any order made by this Court under the *Companies Creditors Arrangement Act*.

Dated at Halifax, Nova Scotia, this 22nd day of January, 2026.

GRANT THORNTON LIMITED

Per: ______________________________
Name: **Liam Murphy, CPA, CA, CIRP, LIT**
Title: Senior Vice President

Appendix B

Nova Scotia Registry of Joint Stocks: SLT

NOVA SCOTIA
Registry of Joint Stock Companies

Entity Snapshot

Entity details

Information as of	08 January 2026
Registry ID	3268242
Business/Organization Name	SPRING LOADED TECHNOLOGY INCORPORATED
Incorporation Date	07 December 2012
Annual Return due Date	31 December 2025
Type	Extra-provincial Corporation Federal
Status	Active
Jurisdiction	CANADA
Registered Office	50 RADDALL AVE., UNIT 8, DARTMOUTH, NOVA SCOTIA, B3B 1T2, CANADA
Mailing Address	50 RADDALL AVE., UNIT 8, DARTMOUTH, NOVA SCOTIA, B3B 1T2, CANADA

Directors and Officers

Name	Position
CHRISTOPHER COWPER-SMITH	Director

Recognized Agent

Name	Position	Civic Address	Mailing Address
CHRISTOPHER D. COWPER-SMITH	Recognized Agent	50 RADDALL AVENUE, UNIT 8 DARTMOUTH NOVA SCOTIA B3B 1T2 CANADA	8 - 50 RADDALL AVENUE DARTMOUTH NOVA SCOTIA B3B 1T2 CANADA

Appendix C

Creditor Listing

In the Matter of an Application of the *Companies' Creditors Arrangement Act*
Spring Loaded Technology Incorporated
Internal Creditor Listing as at January 13, 2026

Secured Creditors	**$CAD**
3323381 Nova Scotia Limited	20,326
Ben Ross	47,201
Cedar Point Business Solutions Inc.	47,201
Helen Steer	26,223
Joe Ellsmere	47,201
Wenova Ventures Limited	71,141
Total Secured Creditors	**259,293**

Subordinated Creditors	**$CAD**
Atlantic Canada Regional Venture Fund Limited Partnership	1,228,014
BDC Capital Inc.	32,747
Consotium MedTeq	2,516,422
Invest Nova Scotia	1,429,430
Wislang Corporation	700,042
Total Subordinated Creditors	**5,906,655**

Trade Creditors	**$CAD**
Action O & P Inc	6,629
Atlantic Canadian Opportunities Agency	4,158,765
Canadian Bearings	446
Canadian Emergency Business Account	36,991
Click Medical	6,924
Designfusion	46,164
EMC Nova Scotia	1,140
FDA	15,864
FedEx Canada Ltd.	2,304
FlexTech	3,140
Fluorostore	762
Jani-King of Nova Scotia	473
Lenovo Financial Services	199
Marks & Clerk Canada	9,353
McDonald Packaging Ltd.	4,292
McInnes Cooper	7,300
McMaster-Carr USD	2,168
Metro Industrial Supplies	288
MNP LLP	5,985
Purolator	4,717
RE Group	444
Toolkit 3D LLC	84
ULINE	1,586
UPS Canada	165
Total Trade Creditors	**4,316,183**

Total Creditors	**10,482,131**

Appendix D

Personal Property Registry Search of SLT

This report lists registrations in the Personal Property Registry that match the following search criteria:

Province or Territory Searched:	Nova Scotia
Type of Search:	Debtors (Enterprise)
Search Criteria:	spring loaded
Date and Time of Search (YYYY-MM-DD hh:mm)**:**	2026-01-20 10:18 (Atlantic)
Transaction Number:	28012292
Searched By:	C194383

The following table lists records that match the Debtors (Enterprise) you specified.

Exact	Included	Original Registration Number	Enterprise Name	Place
	*	27816636	SPRING LOADED TECHNOLOGY INCORPORATED	DARTMOUTH
	*	42088583	SPRING LOADED TECHNOLOGY INCORPORATED	DARTMOUTH

An '*' in the 'Exact' column indicates that the Debtor (Enterprise) exactly matches the search criteria.
Included Column Legend

- An asterisk ('*') in the 'Included' column indicates that the registration's details are included within the Search Result Report.

Registration Counts
- 0 registration(s) contained information that **exactly** matched the search criteria you specified.

- 2 registration(s) contained information that **closely** matched the search criteria you specified.

When reviewing the registrations below, note that a registration which has expired or been discharged within the last 30 days can still be re-registered by the secured party.

All registration date/time values are stated in Atlantic Time.

For more information concerning the Personal Property Registry, go to **www.acol.ca**

Registration Details for Registration Number: 27816636

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	27816636	2017-06-20 17:54	2022-06-20	1692373-CT9
Renewal	36126019	2022-04-25 14:09	2027-06-20	

This registration has **not** been the subject of an Amendment or Global Change. The following registration information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise

SPRING LOADED TECHNOLOGY INCORPORATED
50 RADDALL AVE UNIT 8
DARTMOUTH NS B3B 1T2
Canada

Secured Parties

Type: Enterprise
THE TORONTO-DOMINION BANK - 54203
1785 BARRINGTON ST PO BOX 427
Halifax NS B3J 2P8
Canada

General Collateral

All present and after acquired accounts, monies, deposits from time to time on deposit in the name of the debtor or owed to the debtor by the secured party or TD Mortgage Corporation or TD Pacific Mortgage Corporation, The Canada Trust Company or other subsidiary or affiliate of the Secured Party and in the Debtors rights in and to those accounts, monies, deposits and proceeds thereof.

Registration Details for Registration Number: 42088583

Province or Territory: Nova Scotia
Registration Type: PPSA Financing Statement

Registration History

Registration Activity	Registration Number	Date/Time (Atlantic) (YYYY-MM-DD hh:mm)	Expiry Date (YYYY-MM-DD)	File Number
Original	42088583	2025-09-24 08:08	2026-09-24	SM998999.8911
Amendment	42095885	2025-09-25 09:17	2026-09-24	SM998999.8911
Amendment	42381756	2025-11-21 15:52	2026-09-24	

As listed in the Registration History section above, this registration has been the subject of an Amendment or Global Change to add or delete information. The following registration details provide the registration number for the Amendment that added or deleted information. If no "added by" or "deleted by" registration number is provided, the information was added by the original registration and has not been deleted.

Debtors

Type: Enterprise
SPRING LOADED TECHNOLOGY INCORPORATED
50 RADDALL AVENUE
UNIT 8
DARTMOUTH NS B3B 1T2
Canada

Secured Parties

Type: Enterprise
CEDAR POINT BUSINESS SOLUTIONS INC.
20 GARDEN COURT TERRACE
DARTMOUTH NS B3A 3S6
Canada

Type: Individual
ELLSMERE, JOE
2157 CONNAUGHT AVE
UNIT 1
HALIFAX NS B3L 2Z2
Canada

The Secured Party below was deleted by registration number 42095885
~~Type: Individual~~
~~ROSS, BEN~~
~~20 GARDEN COURT TERRACE~~
~~DARTMOUTH NS B3A 3S6~~
~~Canada~~

Type: Individual
STEER, HELEN
123 CAMBRIDGE DRIVE
LAWRENCETOWN NS B2Z 1T3
Canada

The Secured Party below was added by registration number 42095885
Type: Individual
ROSS, BEN
2 Clearview Crescent
Dartmouth NS B3A 2M6
Canada

The Secured Party below was added by registration number 42381756
Type: Enterprise
WENOVA VENTURES LIMITED
1500-1625 GRAFTON STREET
HALIFAX NS B3J 0E8
Canada

The Secured Party below was added by registration number 42381756
Type: Enterprise
3323381 NOVA SCOTIA LIMITED
239 FIVE ISLAND ROAD
HUBLEY NS B3Z 1B5
Canada

General Collateral

A SECURITY INTEREST IS TAKEN IN ALL OF THE DEBTOR'S PRESENT AND AFTER ACQUIRED PERSONAL PROPERTY.

END OF REPORT

Appendix E

Nova Scotia Registry of Joint Stocks: Wenova

NOVA SCOTIA
Registry of Joint Stock Companies

Entity Snapshot

Entity details

Information as of	19 January 2026
Registry ID	4617781
Business/Organization Name	WENOVA VENTURES LIMITED
Incorporation Date	23 May 2024
Annual Return due Date	31 May 2026
Type	Limited Company
Status	Active
Registered Office	1500-1625 GRAFTON STREET, HALIFAX, NOVA SCOTIA, B3J 0E8, CANADA
Mailing Address	PO BOX 2380, HALIFAX, NOVA SCOTIA, B3J 3E5, CANADA

Name History	4617781 NOVA SCOTIA LIMITED	23 May 2024	13 September 2024

Directors and Officers

Name	Position
YICHENG WEN	Director, President, Secretary

Recognized Agent

Name	Position	Civic Address	Mailing Address
CAROLLE FERNANDO	Recognized Agent	1500-1625 GRAFTON STREET HALIFAX NOVA SCOTIA B3J 0E8 CANADA	PO BOX 2380 HALIFAX NOVA SCOTIA B3J 3E5 CANADA

Appendix F

Nova Scotia Registry of Joint Stocks: 3323381

NOVA SCOTIA
Registry of Joint Stock Companies

Entity Snapshot

Entity details

Information as of	19 January 2026
Registry ID	3323381
Business/Organization Name	3323381 NOVA SCOTIA LIMITED
Incorporation Date	04 January 2019
Annual Return due Date	31 January 2027
Type	Limited Company
Status	Active
Registered Office	239 FIVE ISLAND ROAD, HUBLEY, NS, B3Z 1B5, CANADA
Mailing Address	239 FIVE ISLAND ROAD, HUBLEY, NS, B3Z 1B5, CANADA

Directors and Officers

Name	Position
Mark A. Goldhar	Director
Mark A. Goldhar	President, Secretary

Recognized Agent

Name	Position	Civic Address	Mailing Address
MARK A. GOLDHAR	Recognized Agent	239 FIVE ISLAND ROAD HUBLEY NOVA SCOTIA B3Z 1B5 CANADA	239 FIVE ISLAND ROAD HUBLEY NOVA SCOTIA B3Z 1B5 CANADA

Appendix G

Nova Scotia Registry of Joint Stocks: Cedar Point

Registry of Joint Stock Companies

Entity Snapshot

Entity details

Information as of	19 January 2026
Registry ID	4447259
Business/Organization Name	CEDAR POINT BUSINESS SOLUTIONS LTD.
Incorporation Date	12 October 2022
Annual Return due Date	31 October 2026
Type	Limited Company
Status	Active
Registered Office	20 GARDEN COURT TERRACE, DARTMOUTH, NOVA SCOTIA, B3A3S6, CANADA
Mailing Address	20 GARDEN COURT TERRACE, DARTMOUTH, NOVA SCOTIA, B3A3S6, CANADA

Name History	4447259 NOVA SCOTIA LIMITED	12 October 2022	20 November 2024

Directors and Officers

Name	Position
CHRISTOPHER COWPER-SMITH	Director

Recognized Agent

Name	Position	Civic Address	Mailing Address
CHRISTOPHER COWPER-SMITH	Recognized Agent	20 GARDEN COURT TERRACE DARTMOUTH NOVA SCOTIA B3A3S6 CANADA	20 GARDEN COURT TERRACE DARTMOUTH NOVA SCOTIA B3A3S6 CANADA

Appendix H

Cash Flow Forecast

Spring Loaded Technology Incorporated
Cash Flow Forecast Projection - Prepared by Management
For the Period of January 26, 2026 to April 24, 2026

		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Total
Week Start		26-Jan-26	2-Feb-26	9-Feb-26	16-Feb-26	23-Feb-26	2-Mar-26	9-Mar-26	16-Mar-26	23-Mar-26	30-Mar-26	6-Apr-26	13-Apr-26	20-Apr-26	26-Jan-26
Week End	*Note*	30-Jan-26	6-Feb-26	13-Feb-26	20-Feb-26	27-Feb-26	6-Mar-26	13-Mar-26	20-Mar-26	27-Mar-26	3-Apr-26	10-Apr-26	17-Apr-26	24-Apr-26	24-Apr-26
Receipts															
Collection of accounts receivable	1	32,688	32,688	32,688	54,480	54,480	54,480	54,480	54,480	54,480	54,480	54,480	54,480	47,325	**635,709**
Miscellaneous	2			28,300				10,131				4,300			**42,733**
Total Receipts		**32,688**	**32,688**	**60,988**	**54,480**	**54,480**	**54,480**	**64,611**	**54,480**	**54,480**	**54,480**	**58,780**	**54,480**	**47,325**	**678,442**
Disbursements															
Payroll	3	46,539	-	76,539	-	46,539	-	46,539	-	46,539	-	46,539	-	46,539	**355,773**
Direct materials	4	5,356	21,425	21,425	21,425	21,425	21,425	21,425	21,425	21,425	21,425	21,425	21,425	21,425	**262,460**
Commission	3	-	30,000	-	-	-	-	-	-	-	-	-	-	-	**30,003**
Insurance		-	2,982	-	-	-	2,982	-	-	-	2,982	-	-	-	**8,945**
Rent		-	5,282	-	-	-	5,282	-	-	-	5,282	-	-	-	**15,846**
Office expenses		500	500	500	500	500	500	500	500	500	500	500	500	500	**6,503**
Travel		1,662	1,662	1,662	1,662	1,662	1,662	1,662	1,662	1,662	1,662	1,662	1,662	1,662	**21,600**
Utilities		235	235	235	235	235	235	235	235	235	235	235	235	235	**3,056**
Repairs and maintenance		2,196	196	196	196	196	196	196	196	196	196	196	196	196	**4,550**
Regulatory fees	5	15,771	-	-	-	-	-	-	5,085	-	-	-	-	-	**20,861**
Dues and Subscriptions		-	2,234	-	-	-	-	2,234	-	-	-	2,234	-	-	**6,703**
Intellectual Property Legal Expenses		6,512	-	-	9,117	-	2,739	-	-	-	-	2,739	-	-	**21,107**
Corporate Consultants		-	-	-	-	5,000	-	-	-	-	5,000	-	-	-	**10,000**
Banking fees		876	876	876	876	876	876	876	876	876	876	876	876	876	**11,392**
Contingency		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	**13,000**
Critical Suppliers Pool	6	33,065	6,395	18,717	27,734	-	-	-	-	-	-	-	-	-	**85,917**
HST payable (receivable)		-	-	(11,129)	-	-	(32,829)	-	-	-	(29,329)	-	-	-	**(73,287)**
Total Disbursements		**113,712**	**72,788**	**110,021**	**62,745**	**77,433**	**4,068**	**74,667**	**30,979**	**72,433**	**9,829**	**77,406**	**25,894**	**72,433**	**804,429**
Operational Cash Flow		**(81,024)**	**(40,100)**	**(49,033)**	**(8,265)**	**(22,953)**	**50,412**	**(10,056)**	**23,501**	**(17,953)**	**44,651**	**(18,626)**	**28,586**	**(25,108)**	**(125,987)**
Restructuring															
Monitor fees		40,000		20,000			20,000			40,000					**120,000**
Monitor counsel fees		20,000		10,000			10,000			40,000					**80,000**
Company counsel fees		40,000		10,000						20,000					**70,000**
DIP interest and fees	7	15,000				4,000				5,000					**24,000**
DIP lender counsel fees	7	15,000													**15,000**
Total Restructuring		**130,000**	**-**	**40,000**	**-**	**4,000**	**30,000**	**-**	**-**	**105,000**	**-**	**-**	**-**	**-**	**309,000**
Net Cash Flow		**(211,024)**	**(40,100)**	**(89,033)**	**(8,265)**	**(26,953)**	**20,412**	**(10,056)**	**23,501**	**(122,953)**	**44,651**	**(18,626)**	**28,586**	**(25,108)**	**(434,987)**
Opening cash balance		-	38,976	23,876	59,843	51,578	24,625	95,037	84,981	108,482	35,529	80,180	61,554	90,139	**0**
DIP Financing		250,000	25,000	125,000			50,000			50,000					**500,000**
Ending Cash balance		**38,976**	**23,876**	**59,843**	**51,578**	**24,625**	**95,037**	**84,981**	**108,482**	**35,529**	**80,180**	**61,554**	**90,139**	**65,031**	**65,013**

Purpose

This statement of projected cash flow ("Cash Flow Forecast") has been prepared by Spring Loaded Technology Incorporated (the "Company") in accordance with s. 23(1)(b) of the Company Creditors' Arrangement Act ("CCAA") for the period of January 26, 2026 to April 24, 2026 ("Cash Flow Period"). The Company has prepared the Cash Flow Forecast based on probable and hypothetical assumptions that reflect the Company's continued operations and its understanding of the expected restructuring activities. Management is of the opinion that, as at the filing date of the Cash Flow Forecast, the assumptions used to develop the Cash Flow Forecast represent the most probable set of economic conditions facing the Company and that the assumptions used provide a reasonable basis for and are consistent with the purpose of this Cash Flow Forecast.

Disclaimer

Management is of the view that the hypothetical assumptions set out in the notes below are reasonable and consistent with the purpose of the Cash Flow Forecast, and the probable assumptions are suitably supported and consistent with the plans of the Company and provide a reasonable basis for the Cash Flow Forecast. All material assumptions are disclosed in the notes below. Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material. The Cash Flow Forecast has been prepared solely for the purpose described above, using a set of hypothetical and probable assumptions set out in notes below. Consequently, readers are cautioned that it may not be appropriate for other purposes.

Notes to Cash Flow Forecast

[1] Collection of trade receivables in the ordinary course, based on historical average.
[2] Collection of reimbursments for wages under the Industrial Resarch Assistance Program ("IRAP").
[3] Payroll incurred in the ordinary course for the Company's employees, including Q4 2025 employee commissions paid in Week 3.
[4] Direct materials include, amonsgt other things, sales commissions paid to independent representatives.
[5] Regulatory fees include, amongst other things, renewal payments to the FDA for annual dues required to market the Company's products in the United States
[6] Critical Supplier pool includes amounts potentially outstanding to suppliers considered critical by the Company when considering the factors outlined in s. 11.4(1) of the CCAA, where payment of pre-filing amounts may be required to continue the manufacturing and sale of the Company's products on an ongoing basis. Such payments would be subject to consent of the Monitor and the Initial Order.
[7] Fees and interest incurred and payable per the DIP Agreement.

As at January 22, 2025

DocuSigned by:
Joe Ellsmere

Joe Ellsmere
Chief Executive Officer

Appendix I

Fully Executed DIP Financing Agreement

SENIOR SECURED SUPERPRIORITY DEBTOR-IN-POSSESSION CREDIT FACILITY

January 22, 2026

TO: Spring Loaded Technology Incorporated
8-50 Raddall Avenue
Dartmouth, Nova Scotia B3B 1T2

FROM: 4782489 Nova Scotia Limited
600-1741 Lower Water Street
Halifax, Nova Scotia B3J 0J2

Re: Debtor-in-possession Financing

4782489 Nova Scotia Limited (the "**Lender**") is pleased to confirm our offer of a senior secured super-priority debtor-in-possession credit facility available to Spring Loaded Technology Incorporated (the "**Borrower**"), pursuant to its court-approved power to borrow in the Proceeding. This agreement (the "**Agreement**") is subject to the conditions precedent set out herein.

Borrower:	Spring Loaded Technology Incorporated
Monitor to Proceeding:	**Grant Thornton Limited,** the proposed court appointed monitor (the "**Monitor**").
CCAA Requirement:	Court order approving the terms herein in the Supreme Court of Nova Scotia (the "**Court**") pursuant to a proceeding under the *Companies' Creditors Arrangement Act* (Canada) (the "**Proceeding**"). The initial order, as amended and supplemented, to be sought / granted in the Proceeding is referred to as the "**Initial Order**".
Credit Facility:	Subject to Court approval in the Proceeding, a non-revolving credit facility up to the Maximum Principal Amount (as defined below) shall be made available to the Borrower for interim financing on the general terms set out herein (the "**DIP Facility**").
Maximum Principal Amount:	The facility will be made available up to a maximum principal amount of $500,000 (the "**Maximum Principal Amount**").
Initial Retainer Advance:	The Lender has funded a retainer of $30,000 (the "**Initial Retainer**") to Stewart McKelvey as a retainer for work performed in preparation for the Proceeding, which Initial Retainer shall be held in trust, administered, and disbursed strictly in accordance with this Section. Upon issuance of the Initial Order, the Initial Retainer shall be returned to the Lender in full and all professional fees of the Monitor and its counsel shall be paid in accordance with the terms of this

	Agreement, the Initial Order and any other Court order (if applicable). Should the Initial Order not be issued by January 27, 2026 commencing the Proceeding and approving this Agreement, the Monitor shall direct Stewart McKelvey to release the Initial Retainer to satisfy the outstanding fees and disbursements of the Monitor, the Monitor's counsel and counsel to the Borrower. Any disbursement of the Initial Retainer shall be subject to: (x) delivery of detailed invoices to the Lender, (y) approval of such invoices by the Lender (acting reasonably), and (z) confirmation from the Monitor, if appointed, that such fees and disbursements were incurred in good faith and are reasonable in the circumstances. For greater certainty, the Initial Retainer shall not constitute property of the Borrower, shall not be available to the Borrower, and shall not form part of the Borrower's estate.
Availability:	On and after the date on which the Conditions Precedent shall have been satisfied, the Borrower may request advances under the DIP Facility by delivering to the Lender and the Monitor not less than one (1) business day prior to the requested advance, a drawdown certificate in form acceptable to the Lender and the Monitor detailing the amount of the requested advance and confirming without limitation the accuracy of all representations and warranties and that no Event of Default has occurred and is continuing. Receipt and disbursement of funds will be made through the Monitor.
Termination Date:	The maturity of the DIP Facility (the "**Termination Date**") shall be the earliest of: 1. the effective date of any plan of arrangement or compromise under the Proceeding (a "**Plan**"); 2. the refinancing of the DIP Facility upon the prior written consent of the Lender and the Borrower; 3. the termination or conversion of the Proceeding; or 4. payment in full of the Obligations.
Disbursement:	Disbursements are to be consistent with the cash flow statement delivered in the Proceeding by the Borrower and the approval of the Monitor.
Interest Rate:	The DIP Facility shall bear interest at an annual rate equal to 12% per annum, calculated in arrears and payable monthly.

Commitment Fee:	In the event the DIP Facility shall be terminated within three (3) months from the date of the Initial Order, the Borrower shall pay a commitment fee of one month's interest to the Lender.
Repayment:	The DIP Facility shall be repayable in full on the earlier of: (i) the occurrence of an Event of Default; (ii) the implementation of a Plan which has been approved by the requisite majority of the Borrower's creditors and by order entered by the Court; (iii) conversion of the Proceeding into a proceeding under the *Bankruptcy and Insolvency Act* (Canada); (iv) the sale of all or substantially all of the now owned or hereafter acquired assets and property of the Borrower, real and personal, tangible or intangible (collectively, the "**Collateral**"); and (v) five (5) months from the date of the Initial Order (the earliest of such dates being the "**Maturity Date**"). The Maturity Date may be extended from time to time at the request of the Borrower and with the prior written consent of the Interim Lender for such period and on such terms and conditions as the Borrower and the Interim Lender may agree. The commitment in respect of the DIP Facility shall expire on the Maturity Date (as may be extended pursuant to the terms hereof) and all amounts outstanding under the DIP Facility shall be repaid in full no later than the Maturity Date (as may be extended pursuant to the terms hereof), without the Lender being required to make demand upon the Borrower or to give notice that the DIP Facility has expired and the Obligations are due and payable. The order of the Court sanctioning any Plan shall not discharge or otherwise affect in any way any of the Obligations, other than after the permanent and indefeasible payment in cash to the Lender of all Obligations on or before the date the Plan is implemented.
Expenses:	The Borrower will pay all reasonable costs incurred by the Lender, directly or indirectly, including, without limitation, expenses of legal counsel, due diligence, appraisals, and any other reasonable expenses incurred in conjunction with the DIP Facility including, the cost of preparing the DIP Credit Documents.
Security:	Security for repayment of the DIP Facility is by way of contractual security and a fully perfected court-ordered super-priority mortgage and charge against the Collateral, subject only to the Monitor's court-ordered "**Administration Charge**" as defined in the Initial Order, or other court-ordered amount satisfactory to the Lender (the "**Security**"). All rights, agreements and obligations of the Borrower and the Lender and the granting of, and the priorities of, the Security and the Obligations set out in this Agreement, will remain in full force and effect irrespective of the time of any loan or advance made to the Borrower by the Lender, including whether advanced before or after or at the same time as the creation of the security interests or before

	or after or at the same time as the date of execution of this Agreement. The Borrower shall, at their own expense and to the satisfaction of the Lender, register, file or record, or cause to be registered, filed or recorded, the Security in all offices and jurisdictions where such registration, filing or recording is necessary or, in the Lender's determination, advisable or to the advantage of the Lender, to, create, perfect or preserve the Security granted by the Borrower. The Borrower shall provide the Lender with such assistance and do such acts as the Lender may from time to time reasonably request and provide such other materials of conveyance, assignment, transfer, or charge to properly effect the Lender's security as contemplated and shall renew and maintain such registrations, filings, and recordings from time to time as and when required to keep them in full force and effect.
Conditions Precedent to First Advance:	The first advance (the "**First Advance**") under the DIP Facility is subject to the Lender's receipt of the following, all of which will be in form and substance satisfactory to the Lender: 1. execution of this Agreement and other reasonably required transaction documents, in form and substance satisfactory to the Lender (collectively, the "**DIP Credit Documents**" and each a "**DIP Credit Document**"); 2. issuance of the Initial Order, or a revised Initial Order, satisfactory in form and substance to the Lender, approving and authorizing this Agreement, the DIP Credit Documents and the Security with the priority contemplated herein, authorizing the establishment of the DIP Facility, and such orders being in full force and effect, unamended, not vacated and not stayed; 3. the Lender shall, acting reasonably, be satisfied that the Borrower has complied with and is continuing to comply in all material respects with all applicable laws, regulations and policies in relation to its business other than as may be permitted under a Court order and no Event of Default shall have occurred and be continuing on the date of the advance or will occur after giving effect to the advance; 4. the Lender shall have received the Budget in accordance with the terms of this Agreement; and 5. such additional information in relation to the Borrower and the Collateral as the Lender may require.
Conditions Precedent to Subsequent Advances:	Any subsequent advance (each a "**Subsequent Advance**") of any amount under the DIP Facility (for certainty, excluding the First Advance) is subject to the following, all of which will be in form and substance satisfactory to the Lender (where applicable):

	1. the Lender shall have received any updates to the Budget in accordance with the terms of this Agreement; 2. each Subsequent Advance shall not, cause the aggregate amount of all amounts advanced under the DIP Facility to exceed the Maximum Principal Amount and shall not cause the cumulative borrowings outstanding under the Interim Facility to materially exceed the forecasted cumulative borrowings outstanding as shown on the Budget for the week in which such Subsequent Advance is made; 3. No Default or Event of Default has occurred or will occur as a result of a Subsequent Advance; and 4. the Interim Lender is satisfied that no Material Adverse Change shall have occurred after the date of the issuance of the Initial Order.
Positive Covenants:	The Borrower shall: 1. Subject to the terms of the Initial Order, preserve, renew and keep in full force and effect its existence, organization and status in each jurisdiction of incorporation and in each other jurisdiction in which they carry on business or own assets and make all corporate, partnership or other registrations and filings necessary to do so. 2. Pursuant to the terms of the Initial Order, any approved cash flow, duly and punctually pay all post-filing indebtedness due and payable by each of them to any person, including, without limitation the Obligations, taxes, and other contractual obligations. 3. Subject to the terms of the Initial Order, comply with all applicable laws and contractual obligations. 4. Subject to the terms of the Initial Order, maintain insurance with respect to its property and business (with the Lender shown as first loss payee and additional insured within five (5) business days of the date of the Initial Order) with financially sound and reputable insurance companies, of such kinds and in such amounts and against such risks as is customary for the business of the Borrower. Furnish to the Lender and/or the Monitor, on written request, confirmation that such insurance is carried, paid and current. 5. Keep proper books of record and accounts, in which full, true and correct entries in conformity with generally accepted accounting principles, its constating documents and all applicable laws, of all dealings and transactions and assets in relation to its business and activities. 6. Permit the Lender and/or the Monitor, on reasonable notice, to visit, inspect, appraise and conduct field examinations of any or all of the collateral and make abstracts from any of its books and records at any reasonable time and as often as may reasonably be desired and to

	discuss its business operations, properties and financial and other conditions with its officers, employees and its independent public accountants, subject to solicitor-client privilege, all court orders, applicable privacy laws and applicable confidentiality obligations of the Lender. 7. Comply with the terms of the Initial Order and all orders made in connection with the Proceeding.
Negative Covenants:	The Borrower shall not: 1. Create, incur, assume, permit to exist or otherwise become liable with respect to any indebtedness, encumbrance, or any other obligation other than pursuant to the Initial Order or as approved by the Monitor. 2. Make or give any financial assurances, in the form of bonds, letters of credit, financial guarantees or otherwise to any person or governmental authority. 3. Merge into, amalgamate or consolidate with any other entity or engage in any business other than businesses of the type conducted by the Borrower on the date hereof and businesses reasonably related thereto. 4. Apply for, or consent to, any new order, or amendment or modification to an existing order issued in the Proceeding that would reasonably be viewed to negatively impact the Lender. 5. Seek or apply to vary, supplement, revoke, terminate or discharge the Initial Order or the Monitor's role as monitor thereunder. 6. Amend, replace or modify approved cash flow, other than with the consent and approval of the Monitor.
Agreed Budget:	On the date of the First Advance and on a monthly basis thereafter on or before the fifteenth (15th) day of each month, the Borrower will provide the Lender with (i) a monthly report for the following monthly period, in a form acceptable to the Lender, describing the Borrower's updated cash flow requirements, which must be prepared by the Borrower in good faith and reviewed by the Monitor (a "**Budget**"); and (ii) a report comparing actual cash flow to the most recent Budget provided to the Lender. If the Lender determines that an updated Budget has resulted in the occurrence of an Event of Default, the Lender shall provide written notice to the Borrower and the Monitor stating that the updated Budget has resulted in the occurrence of an Event of Default by the close of business on the third (3rd) business day following receipt of such updated Budget, failing which such updated Budget shall be deemed not to have resulted in the occurrence of an Event of Default. Notwithstanding the foregoing, to the extent that an emergency cash need arises in respect of the Borrower that is not contemplated in the Budget or updated Budget, as the case may be, the Borrower may request an emergency

	advance from the DIP Facility (an "**Emergency Subsequent Advance**") by providing written particulars relating to such emergency cash need, which Emergency Subsequent Advance shall only be permitted with the prior written consent of the Lender, in its sole and absolute discretion. If such requested Emergency Subsequent Advance is so consented to by the Lender, such Emergency Subsequent Advance shall be made from the DIP Facility.
Use of Proceeds:	The Borrower is authorized to use the First Advance and Subsequent Advances: (i) to provide working capital and for other general corporate purposes of the Borrower; (ii) to make payments in compliance the Initial Order; and (iii) to pay the fees and expenses of the Borrower's legal counsel, the Borrower's financial advisor, the Monitor, the Monitor's legal counsel, the Lender's legal counsel, and such other agents, advisors and consultants of the Borrower as provided for in the Budget, in each case of the foregoing paragraphs (i) to (iii), consistent with the Budget (as updated from time to time) in all material respects to the extent reasonably practicable in the circumstances; provided that no proceeds from the DIP Facility or the Collateral shall be used other than in accordance with this Agreement unless otherwise agreed in writing by the Lender.
Events of Default:	1. The Borrower fails to pay (i) any principal amount owing under this Agreement, or any other DIP Credit Document when due, whether at stated maturity, by acceleration, or otherwise; or (ii) any interest, fee or other amount payable hereunder or under any other DIP Credit Document when due and payable and such failure remains unremedied for a period of three (3) days. 2. Any representation, warranty, certification or other statement of fact made or deemed made by or on behalf of any Borrower herein or in any other DIP Credit Document or any amendment or modification hereof or thereof or waiver hereunder or thereunder proves to be false or misleading in any material respect on or as of the date made or deemed made. 3. The Borrower fails to perform or observe any other covenant, term, condition or agreement contained in this Agreement or any other DIP Credit Document in any material respect, and such failure continues unremedied for a period of five (5) days after written notice to the Borrower from the Lender. 4. An order of the Court shall be entered granting any person an encumbrance, lien or security interest, which is *pari passu* with or senior to the encumbrances, liens and security interest securing the DIP Facility, or any Borrower takes any action seeking or supporting the grant of any such encumbrance, lien, or security interest, in each case except as expressly permitted under the Initial Order or with the consent of the Lender. 5. The Initial Order, or the Monitor's appointment thereunder, shall fail to be in full force and effect, including by the entry of an order (i) appealing,

	reversing or vacating the Initial Order, (ii) amending or modifying the Initial Order, or (iii) staying the Initial Order. 6. The Court shall enter an order or orders (i) terminating the Proceeding, (ii) terminating the stay granted under the Initial Order, (iii) granting relief from the stay granted under the Initial Order to allow any one or more creditors to execute upon or enforce encumbrances, liens on or security interests in any assets of any Borrower without the prior consent of the Lender, or (iv) that would have a material adverse effect. 7. A receiver, receiver manager, interim receiver, proposal trustee, trustee in bankruptcy or similar trustee is appointed over some or all the assets of any Borrower, without the prior written consent of the Lender and the Monitor. 8. The Borrower shall fail to comply, in any material respect, with the terms of the Initial Order or any other court orders delivered in the Proceeding. 9. The Borrower shall make any payments on account of pre-filing debt other than (i) in accordance with the cash flow projections and as permitted by the Initial Order or any other orders of the Court, (ii) as otherwise permitted by this Agreement, or (iii) as otherwise ordered by the Court and agreed in writing by the Lender in its sole discretion. 10. Any Borrower shall file a motion seeking, or take any action supporting a motion seeking, or the Court shall enter, an order, authorizing the sale of the Secured Property (unless, in the case of each of the foregoing, either (i) (A) the Lender consents to the filing of such motion, and (B) any order approving the sale expressly provides for application of cash proceeds in accordance with the terms of this Agreement and is otherwise in form and substance reasonably acceptable to the Lender, or (ii) the order approving such sale contemplates payment in full in cash of the Obligations upon consummation of such sale). 11. If the Borrower ceases, or threatens to cease, to carry on business in the ordinary course. 12. If the Borrower, without the consent of the Lender, seeks to continue the Proceeding under the jurisdiction of a court other than the Court, or seek to initiate any restructuring proceedings other than the Proceeding in any court or jurisdiction.
Remedies on Default:	1. Declare all or any portion of the DIP Facility to be suspended or terminated, whereupon all amounts advanced under the DIP Facility shall forthwith be suspended or terminated. 2. Declare all or any portion of the unpaid principal amount of all outstanding advances, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other DIP Credit Document to be immediately due and payable, without presentment, demand, protest, or (except as provided above) other

	notice of any kind, all of which are hereby expressly waived by the Borrower, whereupon all Obligations shall become due and payable by the Borrower. 3. Set-off or combine any amounts then owing by the Lender to the Borrower against the Obligations of the Borrower to the Lender. 4. Subject to the applicable provisions of the Initial Order and the necessary Court approval for enforcement of the same, and any subsequent orders issued in the Proceeding, exercise all rights and remedies available to the Lender under the DIP Credit Documents, the Initial Order, or applicable law. 5. Upon five (5) days prior written notice to the Court, apply to the Court for an order, on terms acceptable to the Lender, for the appointment of a receiver, interim receiver, or receiver and manager of the Collateral or a trustee in bankruptcy of the Borrower. 6. Upon five (5) days prior written notice to the Court, apply to the Court for an order, on terms acceptable to the Monitor and the Lender, providing the Monitor with the power, in the name of and on behalf of the Borrower, to take all necessary steps in the Proceeding.
Reporting Requirements:	1. Deliver to the Lender and the Monitor draft copies of any court materials in respect of the Proceeding which the Borrower intends to file with the Court for review and comment by the Lender and the Monitor not less than three (3) business days prior to the date of service and filing of said court materials, or where it is not practically possible to do so, within such time, as soon as possible and in any event not less than one day prior to the date on which such motion, application, proposed order or other materials or document is served on the service list in respect of the Proceeding; provided that all such filing by the Borrower with the Court shall be in form and substance acceptable to the Lender and the Monitor and its respective counsel, acting reasonably, to the extent that any such filings affect or can reasonably be expected to affect the rights and interests of the Lender. Notwithstanding the foregoing, neither the Borrower nor the Monitor shall be obligated to disclose any information that is received in connection with any offers or bids pertaining to the sale and investment solicitation process run by the Monitor or the Borrower, as applicable, that is reasonably deemed by the Monitor to be confidential or commercially sensitive. 2. Provide to the Lender and the Monitor, on the last business day of every other week (unless waived by both the Lender and the Monitor), a status report and such other updated information relating to the conduct of the business, the Proceeding, the sales process (if applicable) and such other information as may be reasonably requested by the Lender and/or the Monitor, in form and substance reasonably acceptable to the Lender and the Monitor.

	3. Notify the Lender and the Monitor of the occurrence of any Event of Default. 4. Notify the Lender and the Monitor of any development or event that has had or could reasonably be expected to have a material adverse effect.
Cash Management:	1. The Borrower shall, at its own expense, enforce, collect and receive all amounts owing on its accounts in the ordinary course of its business and any proceeds it so receives shall be subject to the terms hereof. Receipt and disbursement of funds hereunder shall be done through the Monitor. 2. All advances of the DIP Facility shall be deposited into bank accounts approved by the Monitor. 3. The Monitor shall record the principal amount of the Obligations and the payment of principal and interest and all other amounts becoming due to the Lender. These accounts and records shall constitute, in the absence of manifest error, prima facie evidence of the amount of the Obligations.
Lender Fees:	The Borrower shall pay all fees and out-of-pocket expenses (including legal fees and expenses of any professionals or professional firms retained by the Lender) in connection with this Agreement, the DIP Facility or the preparation of any of the DIP Credit Documents.
Arrangement Fee:	In addition to the other fees specified herein, the Borrower shall pay to the Lender an arrangement fee in the amount of $10,000 on the First Advance.
Governing Law:	Nova Scotia

LENDER:

4782489 NOVA SCOTIA LIMITED

Signed by:

By: ______________________________

6731AE8B20F54AE...

Name: Yicheng Wen

Title: President

I have authority to bind the corporation

BORROWER:

ACCEPTED this 22nd day of January, 2026.

SPRING LOADED TECHNOLOGY INCORPORATED

DocuSigned by:

By: Joe Ellsmere
0423DF23D2854D6...

Name: Joe Ellsmere

Title:
I have authority to bind the corporation

Appendix J

Nova Scotia Registry of Joint Stocks: DIP Lender

Registry of Joint Stock Companies

Entity Snapshot

Entity details

Information as of	22 January 2026
Registry ID	4782489
Business/Organization Name	4782489 NOVA SCOTIA LIMITED
Incorporation Date	21 January 2026
Annual Return due Date	31 January 2027
Type	Limited Company
Status	Active
Registered Office	600-1741 LOWER WATER STREET, HALIFAX, NOVA SCOTIA, B3J 0J2, CANADA
Mailing Address	PO BOX 997, HALIFAX, NOVA SCOTIA, B3J 2X2, CANADA

Directors and Officers

Name	Position
MARCELLA J. FORHART	Secretary
RYAN BAKER	Director
RYAN BAKER	President

Recognized Agent

Name	Position	Civic Address	Mailing Address
RYAN BAKER	Recognized Agent	600-1741 LOWER WATER STREET HALIFAX NOVA SCOTIA B3J 0J2 CANADA	PO BOX 997 HALIFAX NOVA SCOTIA B3J 2X2 CANADA