

**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

**SECOND REPORT TO THE COURT
SUBMITTED BY GRANT THORNTON LIMITED
IN ITS CAPACITY AS MONITOR**

March 31, 2026



**Grant Thornton Limited
Monitor**

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Introduction

1. Pursuant to an order (the “**Initial Order**”) granted on January 26, 2026 by the Supreme Court of Nova Scotia in Bankruptcy and Insolvency (the “**Court**”), Spring Loaded Technology Inc. (“**SLT**” or the “**Company**”) was granted protection under the Companies’ Creditors Arrangement Act, R.S.C., 1985, c. C-36 (the “**CCAA**”).
2. The Initial Order, amongst other things:
 - (a) appointed Grant Thornton Limited (“**GTL**”) as monitor (the “**Monitor**”) in the CCAA Proceedings (“**CCAA Proceedings**”) pursuant to section 11.7 (1) of the CCAA;
 - (b) established an initial stay of proceedings up to and including February 4, 2026, or such date as the Court may by subsequent order direct (the “**Stay of Proceedings**”);
 - (c) granted an administration charge of \$150,000 (the “**Administration Charge**”) securing the fees and expenses of the Monitor, counsel to the Monitor, and counsel to the Company in respect of the CCAA Proceedings;
 - (d) approved 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 Company and 4782489 Nova Scotia Limited (in such capacity, “**DIP Lender**”), accompanied by an interim financing charge securing the amounts advanced under the DIP Financing Agreement (“**DIP Charge**”);
 - (e) granted a directors and officers charge of \$100,000 (the “**D&O Charge**”) as protection against the potential liability the Company’s directors and officers may incur in such capacity; and
 - (f) granted approval for the Company to make certain pre-filing payments to critical suppliers up to an aggregate of \$100,000 where such payments are deemed by the Company, with the consent of the Monitor, to be critical and necessary for the ongoing operations of the Company and the preservation of its business and property (“**Critical Suppliers**”) and which meet the criteria prescribed by s. 11.4(1) of the CCAA.
3. On January 26, 2026, the Court issued an order (“**Charging Order**”) providing for, amongst other things, the validity and priority of the charges as granted by the Initial Order (collectively, the “**Charges**”):

- (a) First – Administration Charge;
 - (b) Second – DIP Charge; and
 - (c) Third – D&O Charge.
4. On February 4, 2026, the Court issued an Amended and Restated Initial (“**ARIO**”), which provided for certain relief for the Company’s including, amongst other things:
 - (a) an extension of the Stay of Proceedings to April 24, 2026;
 - (b) an increase to the Administration Charge to \$250,000;
 5. On February 9, 2026, the Court issued an order approving the Company’s key employee incentive plan (“**KEIP**”) order and an accompanying KEIP charge up to \$325,000, subordinate to the Charges as granted by the Charging Order.
 6. Also on February 9, 2026, the Court granted an order (“**SISP Order**”) for the Monitor, in consultation with the Company and 2020 Debentures, to administer a sales and investment solicitation process (“**SISP**”). The purpose of the SISP was to solicit interest in and opportunities for binding bids for a refinancing, sale or other strategic investment or transaction (each, a “**Transaction**”) involving the business, assets, and/or equity of the Company (the “**Opportunity**”). The SISP Order further authorized the Company to enter into a Stalking Horse Agreement dated January 30, 2026 (the “**Stalking Horse Agreement**” and the bid contemplated by such agreement, the “**Stalking Horse Bid**”) between the Company, as Vendor, and 4782489 NS Limited as purchaser (in such capacity, the “**Stalking Horse Bidder**”).
 7. A copy of the SISP Order is attached as **Appendix “A”**.
 8. This Second report of the Monitor (“**Second Report**”), previous Court reports and all information in respect of the CCAA Proceedings are posted to the Monitor’s case website at www.DoaneGrantThornton.ca/SpringLoaded. Readers are encouraged to read the following reports of the Monitor, the materials filed with the Court in relation to these CCAA Proceedings and orders issued by the Court to provide additional information on the Company’s background and insolvency proceedings:

Reports to the Court:

- (a) Pre-Filing Report, dated January 23, 2026 (“**Pre-Filing Report**”); and

(b) First Report, dated January 30, 2026 (“**First Report**”).

Orders of the Court:

- (c) Initial Order, dated January 26, 2026;
- (d) Charging Order, dated January 26, 2026;
- (e) Amended and Restated Initial Order, dated February 4, 2026;
- (f) Sales and Investment Solicitation Process Approval Order dated February 9, 2026;
and
- (g) Key Employee Incentive Plan Order dated February 9, 2026.

Purpose of the Second Report

9. This Second Report has been prepared by the Monitor to provide the Court and the Company’s stakeholders with the following:
- (a) an update on the Company’s activities since the date of the First Report;
 - (b) an update on the Monitor’s activities since the date of the First Report;
 - (c) an update on the Company’s actual operating results relative to the Cash Flow Forecast as filed and referenced in the Pre-Filing Report;
 - (d) an update on the administration of the SISP since the date of the First Report, the results of the SISP and the Monitor’s views thereon; and
 - (e) the factual basis for the Monitor’s request for orders of the Court:
 - i. approving the selection of the Stalking Horse Bidder as the successful bidder pursuant to the SISP (in such capacity, the “**Successful Bidder**”);
 - ii. approving the proposed transaction (“**Proposed Transaction**”) between the Successful Bidder and the Company contemplated by to the executed Stalking Horse Agreement, the closing of which is subject to issuance by the Court of approval and reverse vesting order (“**RVO**”);

- iii. pursuant to and in connection with the Proposed Transaction, an order granting releases in favour of (i) the Company's current director, officer, employees, shareholders, legal counsel and its advisors, (ii) GTL, in its personal capacity and its capacity as Monitor, and its legal counsel, together with each respective present and former directors, officers, partners, employees and advisors, (iii) the Successful Bidder, its legal counsel and their respective present and former directors, officers, employees and advisors, and (iv) the current and former directors, officers, shareholders, consultants, legal counsel and advisors to ResidualCo;
- iv. granting an order providing the Monitor certain enhanced powers over ResidualCo, as defined in the RVO, upon the filing of a Monitor's certificate ("**Closing Certificate**") confirming that the Proposed Transaction has closed and the sole director of ResidualCo has resigned;
- v. granting a confidentiality order in respect of Confidential Appendices "A", "B", "C" and "D" (collectively, the "**Confidential Appendices**") of this Second Report, sealed for the shorter of three months or until such time as the Closing Certificate is filed;
- vi. approving a distribution by the Monitor of the net proceeds of sale from the Proposed Transaction in the order of legal priority as outlined in this Second Report;
- vii. extending the Stay of Proceedings to the earlier of: (i) the assignment of ResidualCo into bankruptcy pursuant to the Monitor's enhanced powers outlined in the RVO (ii) the termination of the CCAA Proceedings upon the filing of the Monitor's Termination Certificate, as defined below, or (iii) such other date as this Court may order;
- viii. terminating these CCAA Proceedings and discharging the Monitor upon execution and filing of a Monitor's termination certificate ("**Termination Certificate**"), confirming that a final distribution of available funds has been completed and all remaining matters have been completed to terminate these CCAA Proceedings;

- ix. terminating the Court ordered Administration Charge, DIP Charge, Director and Officer's Charge, Bid Protections Charge and KEIP Charge upon filing the Termination Certificate;
 - x. approving the Pre-Filing Rerpot, First Report and the Second Report, as well as the activities of the Monitor and its legal counsel as reported therein; and
 - xi. approving the fees and disbursements of the Monitor and its counsel from the commencement of these CCAA Proceedings through the date of this Second Report, as well as the estimated fees of the Monitor and its counsel to finalize these CCAA Proceedings ("**Remaining Fees**").
10. The Monitor notes that it has circulated its draft application materials to a majority of the 2025 Debentures and counsel for the 2020 Debentures as senior secured creditors in these CCAA. As at the date of this Fourth Report, the Monitor does not anticipate any opposition to the requested relief.

Terms of Reference

11. In preparing this Second Report, the Monitor has relied upon unaudited internal financial statements, certain other financial information and financial projections of the Company, discussions with management and directors of the Company ("**Management**"), discussions with the Company's legal counsel and financial information provided by other stakeholders (collectively, the "**Information**"). While the 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 Company, the 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.
12. Some of the Information used in preparing this Second Report consists of forward-looking information. The 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.

13. In the course of its mandate, the Monitor has assumed the integrity and truthfulness of the Information and explanations presented to it by Management, directors of the Company, and other stakeholders within the context in which the Information was presented. To date, nothing has come to the Monitor's attention that would cause it to question the reasonableness of these assumptions. The Monitor requested that Management, directors and other stakeholders bring to its attention any significant matters which were not addressed in the course of the Monitor's specific inquiries. Accordingly, this Second Report is based solely on the Information (financial or otherwise) made available to the Monitor by the Company, Management and other stakeholders.
14. This Second Report has been prepared for the use of this Court and the Company's stakeholders as general information relating to the Company and these proposed CCAA Proceedings, and to assist the Court in determining whether to grant the relief sought by the Company. Accordingly, the reader is cautioned that this Second Report may not be appropriate for any other purpose. The 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 Second Report contrary to the provisions of this paragraph.
15. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars. Capitalized terms not otherwise defined herein have the meaning given to them in prior reports of the Monitor, the Ellsmere Affidavit, orders of the Court, or the affidavit of Joe Ellsmere sworn on or about January 30, 2026 ("**Second Ellsmere Affidavit**") or the Stalking Horse Agreement.

Company's Activities

16. Since the date of the First Report the Monitor understands the Company has, among other things:
 - (a) managed the day-to-day operations of the business in the ordinary course;
 - (b) completed reporting of the Company's actual results against the Cash Flow Forecast, and provided information on the financial position of the Company as requested by the Monitor;
 - (c) fully drawn on the funding available under the DIP Financing pursuant to the Cash Flow Forecast;

- (d) assisted the Monitor in preparing the SISP, including meetings with the Monitor to discuss the business and the Opportunity, collecting due diligence materials that prospective purchasers or investors may require during their evaluation, and responding to the Monitor's requests for information uploaded to the virtual data room ("VDR");
- (e) assisted the Monitor in its administration of the SISP, which included amongst other things:
 - i. reviewed and provided commentary on the Solicitation Letter and Confidential Information Memorandum prior to launching the SISP;
 - ii. responded to due diligence requests from Qualified Bidders, facilitated through the Monitor, and provided detailed information and documents relating to the business for upload to the VDR;
 - iii. attended numerous meetings with the Monitor and Qualified Bidders to respond to questions regarding the operations and opportunity;
 - iv. where requested, facilitated site tours with Qualified Bidders in conjunction with the Monitor and provided sample products for review.
- (f) communicated with customers, employees, and creditors regarding the CCAA Proceedings, including the process for the continuation of supply and services and the impact of the Stay of Proceedings; and
- (g) maintained communication with the Monitor and the DIP Lender throughout these CCAA Proceedings.

Activities of the Monitor since the First Report

- 17. Since the date of the First Report, the Monitor has, among other things:
 - (a) prepared for, launched and administered the SISP in accordance with the SISP Order and associated SISP Procedures, discussed further below;
 - (b) communicated with various creditors and stakeholders regarding these CCAA Proceedings and the SISP;

- (c) corresponded with FedEx Canada regarding its contravention of the ARIO and, in particular, the Stay of Proceedings and the resulting impact on the Company's ongoing operations, advising that attempts to collect pre-filing arrears in contravention of the Court's Order may result in the Monitor submitting a complaint to the Office of the Superintendent of Bankruptcy, amongst other things;
- (d) reviewed the Company's ongoing cash flow reporting, as well as all post-filing payments, pursuant to the Cash Flow Forecast and DIP Financing;
- (e) reviewed and responded to the Company's requests for approval to pay certain pre-filing amounts to Critical Suppliers, pursuant to paragraph 9 b) of the ARIO;
- (f) facilitated and attended calls with Management and Qualified Bidders in the SISP;
- (g) facilitated due diligence requests from Qualified Bidders and maintained the VDR;
- (h) maintained the case website;
- (i) provided updates to the 2020 Debentures holders at key milestones of the SISP and responded to questions thereon;
- (j) consulted with the 2020 Debentures and DIP Lender in preparation for the Monitor's motion described above; and
- (k) prepared this Second Report.

Summary of the Sales and Investment Solicitation Process

18. Pursuant to the SISP Order, the Monitor was authorized and empowered to implement and administer the SISP in accordance with the associated SISP Procedures. The SISP was designed by the Monitor, in consultation with the Company, DIP Lender and 2020 Debentures, to solicit offers or proposals for the Opportunity. Key milestones of the SISP as administered by the Monitor are set out below:

Milestone	Deadline
Launched marketing including Solicitation Letter, opening of VDR and inviting due diligence	February 9, 2026
Phase 1 Deadline for non-binding LOI's	February 24, 2026
Confirmation of Phase 2 to all Phase 2 Qualified Bidders	February 25, 2026
Phase 2 Deadline for binding Bids	March 12, 2026
Selection of Successful Bid	March 13, 2026

19. The SISP sought to solicit Qualified Bids that were superior to the Stalking Horse Bid, which itself was deemed to be a Qualified Bid. The Stalking Horse Bid contemplated that, if selected as the Successful Bidder under the SISP, the Stalking Horse Bidder would acquire the Business through an approval and reverse vesting order.
20. The aggregate consideration payable by the Stalking Horse Bidder is \$900,000.
21. Pursuant to the terms of the SISP, in order for a bid to be considered a Qualified Bid, such bid was required to conform with the SISP. In connection therewith, such bids were required to, among other things:
 - (a) the proposed purchase price must be in Canadian dollars and be in amount that is at least \$1,100,000, being the purchase price contained in the Stalking Horse Agreement, plus a \$90,000 break fee plus the minimum incremental bid of \$110,000;
 - (b) it is not conditional upon: (i) approval from the Qualified Bidder's board of directors (or comparable governing body) or equity holders; the outcome of any due diligence by the Qualified Bidder; or (iii) obtaining financing;
 - (c) it contemplates closing of the transaction by no later than April 15, 2026;
 - (d) it includes details of the Qualified Bidder's intended treatment of the Applicant's stakeholders under or in connection with the proposed bid, including the Applicant's secured creditors, unsecured creditors, employees, customers, suppliers, contractual counterparties and equity holders; and
 - (e) it is accompanied by a cash deposit paid to the Monitor, in trust, by wire transfer of immediately available funds in an amount equal to at least 10% of the cash consideration in the Qualified Bid, which deposit shall be retained by the Monitor in a trust account.

Marketing of the SISP

22. Pursuant to s. 8(a) of the SISP Procedures, the Monitor, with assistance from the Company, developed a target list of 124 potentially interested parties to solicit interest in the Opportunity, summarized below by category (collectively, the “**Interested Parties**”):

Industry Focus	Count
Orthopedic/Healthcare	31
Private Equity	26
Advisory/Consulting	7
Healthcare General	28
Clinic	14
Medical Research	8
Lawyer/Investors	10
Total	124

23. In developing the target list, the Monitor considered parties previously contacted by the Company in connection with a potential sale or investment transaction, as described in the First Ellsmere Affidavit; parties identified by the 2020 Debentures as having potential interest; Doane Grant Thornton LLP’s corporate finance network; strategic buyers, including industry competitors; the Company’s suppliers and strategic partners; and other parties identified through the Monitor’s independent research.
24. A detailed list of the Interested Parties contacted by the Monitor to solicit interest in the SISP is attached as **Confidential Appendix “A”**.
25. Pursuant to section 8(a) of the SISP Procedures, the Monitor prepared the following:
- (a) a letter outlining the opportunity for solicitation to potentially interested parties (“**Solicitation Letter**”), a copy of which is attached hereto as **Appendix “B”**;
 - (b) a non-disclosure and confidentiality agreement (“**NDA**”); and
 - (c) the VDR, which included various due diligence documents provided by the Company, and the confidential information memorandum (“**CIM**”). A copy of the CIM is attached as **Confidential Appendix “B”**.

26. The Monitor officially launched the SISP on February 9, 2026, by distributing the Solicitation Letter via email to the Interested Parties and commencing advertisements. On February 10, 2026, the Monitor opened the VDR to Interested Parties who executed an NDA, thereby becoming Potential Bidders in the SISP.
27. In addition to the Interested Parties, the Monitor also provided a copy of the Solicitation Letter to all Doane Grant Thornton LLP's Partners and Principals within Atlantic Canada to distribute the Opportunity to their respective clients and networks, as well as GTL's contacts at Raymond Chabot Grant Thornton for solicitation to their network in Quebec, and Restructuring Partners of GTL across Canada.
28. The Monitor published advertisements of the SISP in the following publications:
 - (a) allNovaScotia, allNewfoundland and allNewBrunswick from February 9, 2026 to February 23, 2026. A copy of the advertisement, along with statistics on its reach, is attached as **Appendix "C"**.
 - (b) Insolvency Insider, an online publication for the insolvency industry, in their assets for sale section, from February 9, 2026, until February 24, 2026 and sent out in three of their weekly email blasts on February 9, 17, and 23, 2026. A copy of the advertisement posted to the Insolvency Insider website and the associated email is attached as **Appendix "D"**.

Qualified Bidders

29. During Phase 1 of the SISP, nine (9) parties executed NDA's and were granted access to the VDR, becoming qualified bidders as defined within the SISP Procedures (the "**Qualified Bidders**").
30. The Monitor notes that, because Management and the Company's director hold a minority ownership interest in the Stalking Horse Bidder, all correspondence with Qualified Bidders as regards the SISP was facilitated by the Monitor. Further, both Joe Ellesmere as CEO and Chris Cowper-Smith as the Company's sole director executed NDA's.

Phase 1 Results and Bids Received

31. At the Phase 1 Bid Deadline on February 24, 2026, the Monitor received four non-binding letters of intent (collectively, "**Phase 1 Bids**") which met the Bid Criteria per the SISP Procedures, and therefore the SISP proceeded to Phase 2. Phase 1 Bids included:

- (a) A non-binding LOI from a Canadian competitor backed by private equity operating in a similar industry to the Company's products;
 - (b) A non-binding LOI from a global conglomerate that includes portfolio companies with products that operate in the same or similar markets as the Company;
 - (c) A non-binding LOI from a global manufacturer of medical products based in Europe that has products who compete directly with the Company; and
 - (d) A non-binding LOI from a US based orthotics and prosthetics service provider that is a direct competitor to the Company.
32. A summary of the Phase 1 Bids and copies of the non binding LOI's are attached as **Confidential Appendix "C"**.
33. On February 25, 2026, the Monitor shared the results of the Phase 1 Bids with counsel to the 2020 Debenture Holders, advising that the SISP was proceeding to Phase 2 and offering to discuss the results further. The Monitor understands that counsel conveyed this information to its client; however, no request for follow-up discussions was received from the 2020 Debenture Holders.

Phase 2: Results and Bids Received

34. Following the Phase 1 Bid Deadline, the Monitor met with each Phase 1 Qualified Bidder to assess their non-binding bids and identify the diligence required to advance to a binding Phase 2 bid. The Monitor subsequently:
- (a) facilitated several discussions with Qualified Bidders and their advisors/legal counsel, including details of submitting a binding bid and transaction structures to consider;
 - (b) responded to substantial diligence requests for additional information;
 - (c) uploaded additional materials to the VDR;
 - (d) facilitated additional operational calls between Qualified Bidders and Management;
 - (e) coordinated a site visit to the Company's manufacturing facility and arranged for product samples to be provided upon request.
35. Despite the significant diligence completed during Phase 2, the Monitor received no binding bids from Qualified Bidders at the Phase 2 Bid Deadline of March 12, 2026.

Feedback from Phase 1 Qualified Bidders:

36. The Monitor solicited feedback from each Qualified Bidder who elected not to submit a Phase 2 binding bid, and this feedback was shared with counsel to the 2020 Debentures. While each Qualified Bidder expressed distinct views, the Monitor understands that the decision not to proceed to a Phase 2 binding bid included, among other things, the following considerations:
- (a) one party who was considering advancing an asset purchase agreement for the Company's IP declined to submit a binding bid as, in their view, the party did not attribute sufficient value to the Company's assets and intellectual property to justify the minimum bid of \$1.1 million;
 - (b) one party who was considering the Opportunity as a going concern advised the combination of projected capital improvements, uncertainty surrounding certain government funding, concerns regarding scalability and concerns regarding pathways to international markets resulted in SLT not being a fit for that Qualified Bidder's current operations; and
 - (c) one party chose not to submit a Phase 2 binding bid as, in their view, certain risks and operational complexities of the transaction were not aligned with their current capabilities and overall risk-reward appetite, including certain supplier risks, IP risk exposure, operational complexities and competitive pressures.
37. A copy of the email correspondence from the Monitor to counsel to the 2020 Debentures summarizing the feedback from the Qualified Bidders, as well as the emails received from certain of the Qualified Bidders providing their respective feedback, is attached as **Confidential Appendix "D"**.
38. Within the feedback received by the Qualified Bidders both during the SISP and at the Phase 2 Deadline, the Monitor notes that no Qualified Bidder requested additional time to complete due diligence or sought an extension of the SISP to submit a binding offer. All Qualified Bidders were aware of the SISP timelines and received regular updates and communications from the Monitor in respect of same throughout the SISP.

Selection of the Successful Bidder

39. Shortly after the Phase 2 Bid Deadline, on March 12, 2026, the Monitor notified the Stalking Horse Bidder that it was selected as the Successful Bidder pursuant to s. 25 of the SISP Procedures. The Monitor further notified the DIP Lender, Management and the 2020 Debentures of the selection of the Stalking Horse Bidder as the Successful Bidder in the SISP.
40. The key terms of the Stalking Horse Agreement are summarized below.

Purchaser	4782489 Nova Scotia Limited
Purchased Shares	The Company shall issue to the Purchaser, and the Purchaser shall subscribe for and purchase from the Company, free and clear of all Encumbrances (other than any Permitted Encumbrances), 10,000 newly issued common shares of the Company.
Purchase Price	CAD \$900,000
Retained Assets, Excluded Assets, and Excluded Liabilities	At Closing, the Company will retain all assets owned by it, other than the Excluded Assets and Excluded Contracts, which, pursuant to the Approval and Reverse Vesting Order, will be transferred to ResidualCo.
Retained Liabilities and Excluded Liabilities	At Closing: (i) all Liabilities, debts, obligations, Encumbrances, indebtedness, Excluded Contracts, leases, agreements, undertakings, Claims, rights and entitlements of any kind or nature whatsoever, in each case in respect of or against the Excluded Assets or Contracts, will be transferred to, vested in and assumed by ResidualCo; and (ii) the Company, the Purchased Shares, the Retained Assets, and the Company's undertakings, Business, Property and Books and Records will be Discharged of such Excluded Liabilities and any Liabilities related to any Excluded Asset or Excluded Contract, in each case in accordance with the Approval and Reverse Vesting Order.
Employees	Employees of the Vendor will continue to be employees following Closing on substantially the same terms and conditions as set forth in their current employment agreements.

Key Conditions to Closing	Customary conditions precedent to Closing, including, among others: 1. the Stalking Horse Agreement will be the Successful Bid under the SISP; 2. the Approval and Reverse Vesting Order shall have been issued and entered by the Court; 3. the Parties shall have received the required Transaction Regulatory Approvals and all such Transaction Regulatory Approvals shall be in full force and effect, except for Transaction Regulatory Approvals that need not be in full force
Closing Date	Five (5) Business Days after the date upon which the conditions to closing set forth in the Stalking Horse Agreement have been satisfied or waived.

Monitor's View on the SISP

41. The Monitor is of the view the SISP was fair and reasonable, given that:

- (a) The SISP was (i) well defined and transparent, (ii) similar to other court approved processes of this nature, and (iii) approved, implemented, and administered by the Monitor to preserve the integrity of the process considering Management's insider status and involvement with the Stalking Horse Bidder;
- (b) The Monitor has significant and recent experience with sales mandates in insolvency proceedings throughout Atlantic Canada;
- (c) The timelines and approach of the SISP provided each Qualified Bidder with sufficient time to complete their due diligence, as facilitated by the Monitor and the Company where appropriate. The SISP was designed to ensure that Qualified Bidders would have the necessary information required to develop and submit an informed bid within a highly competitive process and no Qualified Bidder requested additional time to complete due diligence to advance a Phase 2 binding bid in the SISP;
- (d) The Opportunity was widely marketed, canvassing parties across Atlantic Canada, nationally and internationally that included those in the orthopedic bracing industry and direct competitors, private equity sponsors, strategic players and parties who had expressed interest to the Company, 2020 Debentures and Monitor directly;

- (e) The creditors with the sole economic interest, the 2025 Debentures and the 2020 Debentures, were consulted by the Monitor when designing the SISP and prior to requesting the Court's approval of the SISP Order. The 2020 Debentures, who did not include Management or Stalking Horse insiders, were consulted throughout the Monitor's implementation of the SISP;
 - (f) The consideration to be received under the Proposed Transaction is fair and reasonable in light of the Company's financial circumstances and the market value of its assets. The Company's principal value resides in its patented intellectual property, for which the Monitor understands a limited and specialized universe of potential purchasers exists. Further, Management has advised that any meaningful expansion of the Company's products within Canada and internationally would require additional capital investment; and
 - (g) The Monitor conducted a broadly marketed process that generated interest from a range of parties, including strategic buyers, private equity firms, and direct competitors. However, no Qualified Bidder was prepared to submit an offer superior to that contemplated under the Stalking Horse Agreement, as reflected in the feedback received from the Qualified Bidders.
42. The Monitor is of the view that the Proposed Transaction with the Successful Bidder is the result of an extensive and transparent SISP that represented a reasonable balance between the Company's circumstances, available cash flow and the time required to successfully market and solicit bids to complete a transaction of this nature. The SISP created a competitive tension amongst the Qualified Bidders, and the fact that the SISP was implemented and administered by the Monitor ensured the continuing efficacy and integrity of the process that resulted in the Proposed Transaction.
43. The Proposed Transaction outlined in the Stalking Horse Agreement represents the highest and best offer received for the Company pursuant to the SISP.

Proposed Transaction

44. The Proposed Transaction is contemplated in the Stalking Horse Agreement dated January 30, 2026 between the Company, as Vendor, and 4782489 NS Limited as purchaser. The fully executed Stalking Horse Agreement, as amended with updated schedule for implementation steps, is attached hereto as **Appendix "E"**.

Successful Bidder

45. The Successful Bidder pursuant to the SISP is 4782489 Nova Scotia Limited, the Stalking Horse Bidder. As described in the Monitor's First Report and prior to the SISP Order being granted, the Stalking Horse Bidder is also the DIP Lender to the Company in these CCAA Proceedings. The Monitor is advised that Management and SLT's director have minority ownership interests of the Stalking Horse Bidder.
46. The Stalking Horse Agreement executed by the Successful Bidder contemplates the Company continuing as a going concern, with all staff retaining employment.

Details and Mechanics of the Proposed Transaction

47. The Proposed Transaction is structured in the form of an RVO and effected through the Stalking Horse Agreement, pursuant to which all existing equity interests of SLT will be cancelled and the Successful Bidder will subscribe for new common shares. This will have the effect that, upon closing, the Successful Bidder will be the sole registered and beneficial owner of any and all outstanding shares of SLT and SLT will be wholly owned by the Successful Bidder free and clear of all Claims and Encumbrances, with exception to Permitted Encumbrances and Retained Liabilities as defined in the Stalking Horse Agreement. The Successful Bidder will keep the Retained Assets and Retained Contracts as described in the Stalking Horse Agreement, and upon closing the Excluded Assets and Excluded Liabilities will be vested out of SLT into a new entity to be incorporated prior to the Closing Date ("**ResidualCo**").
48. Pursuant to the Stalking Horse Agreement, amongst other things:
 - (a) the Successful Bidder is purchasing the shares of SLT for \$900,000 ("**Purchase Price**") plus the value of Retained Liabilities, free and clear of any Claims and Encumbrances, except Retained Liabilities and Permitted Encumbrances;
 - (b) the Articles of Reorganization as defined in the Stalking Horse Agreement will be filed, which will have the effect of:
 - i. creating a new class of common shares of SLT ("**Purchased Shares**"); and
 - ii. providing for the redemption or cancellation of all issued and outstanding common shares and other equity interests of SLT, for no consideration on closing.

- (c) immediately after the issuance of the Purchased Shares and the redemption or cancellation of the existing SLT shares and equity interests, the Successful Bidder will become the sole shareholder of SLT and the beneficial owner of the Retained Assets, Retained Contracts, Permits and Licenses, Permitted Encumbrances, and Retained Liabilities;
- (d) Retained Liabilities include, among other things, accounts payable to certain Critical Suppliers, accrued sales commissions and accrued vacation pay to employees;
- (e) the Excluded Assets, Excluded Liabilities and Excluded Contracts will be transferred from SLT and vested into ResidualCo pursuant to the terms of the RVO. For certainty, the interests, obligations and payments relating to the Purchase Price will be transferred to ResidualCo for distribution to the Company's creditors by the Monitor, pursuant to a distribution order of the Court;
- (f) the sale of SLT's shares to the Successful Bidder will be completed on an "as is, where is" basis with limited representations or warranties, subject only to the stipulations provided for within the Stalking Horse Agreement;
- (g) SLT will cease to be an applicant in these CCAA Proceedings and will be replaced by ResidualCo. ResidualCo will have more than \$5M in liabilities and be insolvent, meeting the criteria as prescribed in s. 3(1) of the CCAA.

Proposed Reverse Vesting Order

- 49. The Company is seeking approval from the Court of the Proposed Transaction in the Stalking Horse Agreement, which is to be implemented through an RVO.
- 50. The Monitor understands that an RVO is broadly analogous to a conventional approval and vesting order, in that it enables a purchaser to acquire a debtor's interest in assets free and clear of claims and encumbrances. An RVO differs from a traditional vesting order in the following respects:
 - (a) the purchaser becomes the sole shareholder of the target debtor company;
 - (b) the target debtor company retains its assets, including key contracts, capital structure, licenses, leases, and tax attributes;

- (c) the liabilities not assumed by the purchaser are vested out and transferred, together with any excluded assets, into a “ResidualCo” that takes the place of the target debtor in the insolvency proceeding; and
 - (d) the target debtor company exits the CCAA Proceedings.
51. The proposed RVO in these CCAA Proceedings includes the approval of the Stalking Horse Agreement as the Proposed Transaction, as well as certain additional relief required to implement the Proposed Transaction. This additional relief includes, among other things:
- (a) The RVO shall constitute the only authorization required by the Company to complete the Proposed Transaction and no further authorizations, approvals or filings will be required;
 - (b) SLT will cease being an applicant and ResidualCo will assume the Excluded Assets, Excluded Contracts, and Excluded Liabilities which substantially exceed \$5 million, and as a consequence ResidualCo will be insolvent;
 - (c) An order granting the Monitor enhanced powers with respect to ResidualCo upon the filing of the Monitor’s Certificate confirming, among other things, the Proposed Transaction has closed and the director of ResidualCo has resigned;
 - (d) A release in favor of (i) the Company’s current director, officer, employees, legal counsel and advisors; (ii) the Monitor and its legal counsel and their respective present and former directors, officers, partners, employees and advisors (iii) the Successful Bidder, its legal counsel and their respective present and former directors, officers, employees and advisors, and (iv) the current and former directors, officers, shareholders, consultants, legal counsel and advisors to ResidualCo (each a “**Released Party**”) each case in respect of claims arising prior to or relating to the Proposed Transaction, including matters completed pursuant to the terms of the RVO.
 - (e) The Monitor understands that the proposed reverse vesting structure is necessary in the circumstances to achieve the benefits to the Company’s stakeholders from the Proposed Transaction, and in particular with respect to the Permits and Licenses, which include federal licenses permitting the manufacturing and sale of medical devices in Canada, USA and the UK which are required to maintain operations. The Monitor’s view on the proposed RVO is outlined below.

Monitor's Views with Respect to the RVO

52. The Monitor understands that courts across Canada have cautioned the use of RVO's be reserved for extraordinary circumstances and not simply as a means to transact that is convenient for a purchaser. The Monitor notes that RVO's have been approved in similar circumstances where, amongst other things:
- (a) The debtor operated in a highly regulated environment where the transfer of existing permits, licenses, leases or other contracts would be practically impossible to transfer to a purchaser in an expeditious manner. The RVO structure in these circumstances provides a timely and efficient resolution to this issue, such that the purchaser would not be exposed to the material risks, delays and costs associated with the transfer of such permits, licenses etc. that would otherwise make a transaction uneconomical or impossible to consummate.
 - (b) The maintenance of the existing legal entities would preserve certain tax attributes that would otherwise be foregone in a traditional vesting order, as would the additional consideration offered by potential purchasers for the value of such tax attributes.
 - (c) No party would be materially prejudiced by the use of the RVO structure, relative to another means of completing a transaction.
53. To the Monitor's knowledge, this Court has approved RVO transactions involving similar characteristics in the insolvency proceedings of *Mernova Medicinal Inc.* and *HealthHub Patient Engagement Solutions Inc.*, where GTL was appointed as monitor, and in *Saltwire Network Inc. et al.* RVOs have also been granted by the Supreme Court of Newfoundland and Labrador in the insolvency proceedings of (i) *Canada Fluorspar Inc.*, (ii) *Rambler Metals and Mining Limited*, (iii) *Karwood Estates Inc. and Gregg Construction Ltd.* and (iv) *Nemori Farms Ltd.*, in each case where GTL acted as monitor and the characteristics outlined above existed.

Necessity and Characteristics of the RVO and Proposed Transaction

54. SLT operates in the regulated health care industry and holds a range of licences, permits, and registrations, including a Health Canada licence for a Class I active medical device establishment permitting the manufacture of devices for distribution and import (the “**Health Canada Licence**”), a U.S. Food and Drug Administration (“**FDA**”) licence for establishment registration and device listing, and a registration as a manufacturer organization with the United Kingdom Medicines and Healthcare products Regulatory Agency (“**UK MHRA**”) (collectively, the “**Licences and Permits**”). The Monitor understands the primary driver for requesting an RVO to facilitate the Proposed Transaction is to maintain the Licenses and Permits in good standing, which are required to continue manufacturing and selling SLT’s medical device products in its respective markets.
55. The Monitor understands that the transfer of these Licenses and Permits through a traditional vesting order or other transaction structure may be difficult or impossible to complete given the regulatory requirements from multiple bodies and could result in a significant delay in closing or the failure of the Proposed Transaction if such a transfer was not approved. The uncertainty around timing, cost and acceptance of these items would materially impact the ongoing operations of SLT, which cannot operate without valid Licenses and Permits, and would significantly impact the economics of the Proposed Transaction.
56. The Monitor has also been advised that the Company’s current tax attributes were important to the Successful Bidder’s valuation of the Company, and such tax attributes can only be preserved through an RVO and not by a traditional vesting order. The Monitor understands that the tax attributes are an important feature of this transaction and that the Purchase Price provided for in the Stalking Horse Agreement is reflective of same.
57. While the Successful Bidder has requested that the Proposed Transaction be consummated through an RVO, the Monitor notes that all Qualified Bidders in the SISP who considered advancing a transaction for the Company as a going concern had contemplated an RVO as an integral part of their respective bid. This was not unexpected by the Monitor given the regulatory environment in which the Licenses and Permits were issued and the approximately \$13 million in accumulated non-capital tax losses recorded by SLT in its 2024 tax returns, before consideration of debt forgiveness.

Consideration of Alternative Transaction Structures

58. The Monitor, in consultation with its counsel, considered if the above characteristics could be preserved through alternative transaction structures, such as a traditional vesting order or plan of arrangement.
59. Under a traditional vesting order structure through an asset purchase agreement:
- (a) SLT's tax attributes could not be transferred, which the Monitor understands would negatively affect both the Successful Bidders' valuation of the business and the future use of its underlying assets on a cash flow basis;
 - (b) Without an RVO, there would be a substantial disruption in operations because of the process to transfer SLT's Licenses and Permits, which are required to operate the business. The Monitor understands the regulatory bodies that have granted SLT's Licenses and Permits would require the purchasing entity to reapply for said Licenses and Permits in each jurisdiction, as a vesting order to transfer them cannot compel the regulatory body to accept this transfer without the purchasing entity (in this case, the Stalking Horse Bidder) being able to validly accept them. The Monitor is advised the application and granting of the Licenses and Permits took several months for the Company to achieve;
 - (c) As the Licenses and Permits are required to operate, should a traditional vesting order be sought instead of the RVO, the Monitor expects a transition services agreement between the purchasing entity and SLT would be required while the Licenses and Permits are being applied for and transferred to the purchasing entity. In turn, this would require an extension to the stay of proceedings, additional DIP financing, and further professional fees. As demonstrated in the Company's weekly cash flow reporting filed in the CCAA Proceedings, the Company is currently operating on a cash flow negative basis before consideration of professional fees.
60. While the actual time period for a purchasing entity to apply for and have the Licenses and Permits transferred under a traditional vesting order is unknown, based on the Monitor's experience in completing transactions for insolvent businesses operating in regulated environments, it is expected to be at least one to three months. The Monitor has therefore estimated the incremental costs of using a traditional vesting order versus an RVO below:

Spring Loaded Technology Incorporated - CCAA Estimate of Incremental Costs of a Transaction via Traditional Vesting Order				\$CAD
Per Month	1	2	3	Total
Company Cash Burn	137,995	137,995	137,995	413,985
Professional Fees	5,000	5,000	5,000	15,000
Estimated Costs	142,995	142,995	142,995	428,985

61. The transfer risk of federally regulated Licenses and Permits was recently highlighted in a similar insolvency matter of *Chester Basin Seafood Group Inc.* by which this Court approved a sale transaction of the company's assets, including provincially regulated fishing licenses, through a traditional vesting order in receivership proceedings. While the sale transaction was approved by the Court on September 13, 2024, the actual transfer of fishing licenses did not occur until August 8, 2025, an extensive period beyond the purchasing entity's control that resulted in increased transaction risk and costs.
62. The consummation of the Proposed Transaction via a traditional vesting order would require the creation and implementation of a transition services agreement between SLT and the purchasing entity, the successful application for and transfer of the Licences and Permits, an extension of the Stay of Proceedings and additional DIP financing, all of which create additional costs, risks and uncertainty to the buyer, which the Monitor understands they are unwilling to fund or accept.
63. Similarly, the Monitor expects that a plan of arrangement would require an additional one to two months to complete, including obtaining a claims order, administering a claims process, facilitating a meeting of creditors, and applying for plan sanction. The Company does not have the financial runway to complete such a process, and given the Purchase Price, any additional funding under the DIP Financing would likely erode creditor recoveries entirely, rendering recovery under a plan of arrangement meaningless.
64. Given the Company's current cash position and its exhaustion of the DIP Financing, no other transaction structure is available to SLT to complete this transaction. The Monitor therefore considers that an RVO is necessary in these circumstances to ensure that the Proposed Transaction can be consummated in a timely and efficient manner for the benefit of the Company's stakeholders.

Economic and Stakeholder Impact of the RVO Relative to Viable Alternatives

65. As noted previously, the Monitor is of the view that the Proposed Transaction was derived from an extensive marketing and solicitation process where no bid was advanced greater than that offered by the Stalking Horse Agreement.
66. Although the Proposed Transaction through an RVO does not result in a return to unsecured creditors, the Monitor notes that a traditional approval and vesting order would not result in a different outcome to unsecured creditors. The Monitor expects there to be a shortfall to the Company's secured creditors, given the Purchase Price and balance outstanding under the DIP Financing. The Monitor notes that in any other transaction structure, a distribution to the secured creditors would be further reduced by (a) additional professional fees (b) additional funding required under the DIP Financing (c) a decrease in the Purchase Price to account for the operating and transaction risks outlined above and (d) additional expenses at the business level to account for a longer closing period.

Bankruptcy Considerations

67. Pursuant to section 23(1)(h) of the CCAA, the Monitor has also considered whether it would be more beneficial to the Company's creditors if proceedings were taken under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended.
- (a) Any transaction conducted through an alternative insolvency proceeding, such as a bankruptcy, would require additional funding given the Company's current cash position and the fact it has fully drawn on the available DIP Financing. The Monitor does not expect that such a process would yield a superior outcome, as a bankruptcy would materially impair the going-concern value of the Company.
- (b) As the Company manufactures health devices, this imposes regulatory constraints on the sale of the business or its assets outside of a going-concern transaction. Upon the occurrence of a bankruptcy, the Monitor expects that the Company's Licenses and Permits would be rendered void, preventing the continued manufacture of its products. Further, due to the regulatory requirements applicable to the various health industries in which the Company operates, a Trustee in Bankruptcy would be challenged to sell the Company's products, effectively eliminating the realizable value of inventory on hand.

68. Such factors would materially and adversely affect the valuation of the Company and preclude a realization of going-concern value in a bankruptcy scenario. As a result, the Monitor is of the view that the sale or disposition of the business as currently contemplated, as a going-concern transaction implemented through the Proposed Transaction and RVO, is more beneficial to the Company's stakeholders and creditors than a sale or disposition conducted in a bankruptcy proceeding.

Consideration for the Company's Intangible Assets Being Preserved Through RVO

69. The Monitor views the key attributes being preserved through an RVO, relative to alternative transaction structures, as SLT's Licenses and Permits and tax attributes.
70. Given the extensive SISP conducted by the Monitor and the fact no other binding bids were advanced in the SISP, the Monitor is of the view that the consideration provided in the Proposed Transaction appropriately reflects the intangible assets being preserved through the RVO. The Monitor notes that the completion of a transaction through an RVO structure was also contemplated by multiple of the Qualified Bidders, as it was recognized that the RVO would be an optimal structure to preserve SLT's Licenses and Permits.

Conclusion: Monitor's View on Appropriateness of RVO

71. The Monitor is of the view that, in consideration of the factors outlined above, the RVO contemplated by the Proposed Transaction is fair and commercially reasonable in the circumstances. The continuation of SLT's ongoing operations will achieve the objectives of the CCAA by (i) preserving value of the Company's business, (ii) avoiding the economic hardship that would result to stakeholders from a liquidation, and (iii) creating an opportunity for the local community, suppliers, employees and other stakeholders to realize the resultant future economic benefits from such operations continuing without disruption.
72. The Monitor considers there to be significant benefits to using an RVO structure as compared to any other structure for the Proposed Transaction. The RVO structure provides an economic result at least as favorable as any other viable alternative and significantly reduces costs in these CCAA Proceedings.
73. For completeness, the Monitor has also considered the factors as set out in s. 36(3) of the CCAA as follows:

- (a) *whether the process leading to the proposed sale or disposition was reasonable in the circumstances* – As highlighted above, the Monitor is of the view the SISP was fair and reasonable in the circumstances, considered the limited working capital available to the Company and was administered by the Monitor in accordance with the SISP Order;
 - (b) *whether the monitor approved the process leading to the proposed sale or disposition* – the Monitor outlined its support of the Company's application for the SISP Order in its First Report;
 - (c) *whether the monitor filed with the court a report stating that in their opinion the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy* – the Monitor has confirmed the Proposed Transaction is likely to generate a higher return than a sale or disposition under a bankruptcy;
 - (d) *the extent to which the creditors were consulted* – as noted throughout this Second Report, the Monitor has maintained communication with counsel to the 2020 Debentures throughout the SISP, and the 2020 Debentures had input into the SISP design as well as consultation rights. The SISP Order was granted by the Court upon consent of the 2020 Debentures following discussions on their feedback of the SISP and KEIP;
 - (e) *the effects of the proposed sale or disposition on the creditors and other interested parties* – the Monitor has discussed the anticipated distribution to the Company's creditors following the closing of Proposed Transaction within this Second Report; and
 - (f) *whether the consideration to be received for the assets is reasonable and fair, taking into account their market value* – Given the results of the SISP and the Monitor's review thereon, the Monitor is of the view that the consideration provided in the Proposed Transaction appropriately reflects the Company's market value and is fair and reasonable in the circumstances.
74. While the Stalking Horse Bidder may not strictly be a related party as defined within s. 36(5) of the CCAA, the Monitor notes that certain shareholders of the Stalking Horse Bidder are related parties. Accordingly, the Monitor has considered the factors as set out in s. 36(4) of the CCAA:

- (a) *good faith efforts were made to sell or otherwise dispose of the assets to persons who are not related to the company* – significant efforts were undertaken by the Monitor to solicit the Opportunity to 124 Interested Parties across North America and Europe, with the Qualified Bidders conducting meaningful due diligence throughout the SISP;
- (b) *the consideration to be received is superior to the consideration that would be received under any other offer made in accordance with the process leading to the proposed sale or disposition* – as noted within this Second Report, the Monitor is of the view that the value achieved by the Proposed Transaction is the highest economic value in the circumstances, being likely higher than what would be achieved through an alternative proceeding or process.

75. In light of the factors above and the Monitor's consideration of the factors set out in s. 36(3) of the CCAA, the Monitor is supportive of the Proposed Transaction and RVO.

Distribution Estimate

76. The Monitor engaged Cox and Palmer to provide an independent legal opinion as to the validity and enforceability of the security held by the 2025 Debentures in respect of the indebtedness outstanding by the Company (the "**Security Opinion**"). Subject to customary qualifications, the Security Opinion, attached at **Appendix "F"**, concludes that the 2025 Debentures' first ranking security that is valid and enforceable.
77. Based on the Monitor's understanding of the Company, its discussions with Management and the Monitor's review of the books and records, the Monitor understands there are no outstanding property taxes, balances owing to CRA or employee obligations that would create legal priority to the security held by the 2025 Debentures.
78. The Monitor's distribution waterfall is outlined below, using amounts outstanding under the DIP Financing and to the 2025 Debentures as of March 31, 2026.

Spring Loaded Technology Incorporated - CCAA Distribution Waterfall			
Purchase Price			900,000
Less:			
DIP Charge (as of March 31, 2026)			(505,467)
Estimate of amounts outstanding against Administration Charge			(183,885)
Proceeds available for Distribution			210,648
2025 Debentures - Cash Distribution	Debt	%	Distribution
Wenova Ventures Limited	75,088	28%	58,981
3323381 Nova Scotia Limited	21,454	8%	16,851
Cedar Point Business Solutions Inc.	49,729	18%	37,917
Mr. Ellsmere	49,729	18%	37,917
Ben Ross	49,729	18%	37,917
Helen Steer	27,627	10%	21,065
Distribution Estimate	273,356	100%	210,648
Shortfall to First Secured			(62,707)

DIP Charge

79. The Monitor has received a payout statement from counsel to the DIP Lender, attached as **Appendix “G”**, detailing the balance owing to the DIP Lender as of March 31, 2026 and a per diem rate of \$166.67 per day, is as follows:

Schedule of DIP Charge and Payout	
DIP advances	500,000
Total accumulated interest	7,884
Less: Interest payment by SLT	(2,417)
Total DIP Charge	505,467

Administration Charge

80. The Monitor’s estimate of the amounts outstanding under the Administration Charge, together with the estimated costs associated with completing the Proposed Transaction, winding down these CCAA Proceedings, and completing the bankruptcy of ResidualCo, are set out below:

Spring Loaded Technology Incorporated - CCAA Professional Fees Outstanding and Estimate to complete				
	Monitor	Monitor Counsel	Applicant Counsel	Total
Add:				
Invoices outstanding	116,340	26,442	15,884	158,666
WIP	15,000	-	500	15,500
Remaining Fees to complete	50,000	28,500	10,000	88,500
Independent Security Review Estimate	10,000	-	-	10,000
Total Fee	191,340	54,942	26,384	272,666
Less:				
Net Retainer	(43,781)	(20,000)		(63,781)
Final Payment from Company	(25,000)			(25,000)
Net Fees	122,559	34,942	26,384	183,885

81. The Monitor has reviewed the Company's cash flow forecast through April and the Monitor anticipates the Company will have approximately \$25,000 available to pay a portion of the outstanding professional fees at closing and reduce the balance outstanding against the Administration Charge, primarily a result of delayed receipt of post filing HST refunds of approximately \$24,000. Based on the Monitor's continuous review of the Company's cash flow to date and its projections through April, the Monitor does not anticipate the Company could be in a cash position to allow a distribution to creditors beyond the 2025 Debentures, even if outstanding CRA refunds were collected.
82. For certainty, and subject to the Court granting the proposed Discharge and Distribution Order, of the Monitor's estimated Remaining Fees of \$50,000, the Monitor intends to hold \$25,000 to complete the bankruptcy proceedings of ResidualCo ("**Bankruptcy Retainer**") upon filing the Termination Certificate. The Bankruptcy Retainer would be held as a Third Party Deposit pursuant to OSB Directive 16 by GTL as Trustee in Bankruptcy of ResidualCo, would not form an asset of ResidualCo's bankrupt estate, and any balance remaining upon GTL's discharge as Trustee in Bankruptcy of ResidualCo would be distributed to the 2025 Debentures pursuant to its security.

Proposed Distribution

83. Given the Purchase Price and the amounts outstanding under the Administration Charge, the Monitor anticipates there will be a shortfall to the 2025 Debentures as senior secured creditors, and no funds available for distribution to creditors who are subordinate to the 2025 Debentures. The Monitor's estimated distribution ("**Distribution Estimate**") to the 2025 Debentures, which includes the Monitor's estimate of accrued interest outstanding to the 2025 Debentures as at March 31, 2026, is set out in the Monitor's distribution waterfall. The 2025 Debentures will receive a prorata share of the distribution based on their respective total debt outstanding, as confirmed by the Company.
84. Based on the Distribution Estimate, the Monitor does not anticipate a distribution to the 2020 Debentures. Should additional funds be made available, and the claims of the 2025 Debentures have been fully paid, residual funds will be transferred to the bankrupt estate of ResidualCo for further distribution to creditors. The Monitor will provide notice to creditors within the bankruptcy proceedings in accordance with s. 149 of the *Bankruptcy and Insolvency Act*.

Releases

85. The proposed RVO includes releases in favor of the Released Parties. The full scope of the release provisions is set out in the proposed RVO and should be read in conjunction with this Second Report.
86. The Released Parties shall not be released from any claims for fraud or willful misconduct or any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA.
87. The Monitor notes that the D&O Charge is intended to be released upon the Termination Certificate being filed, confirming all funds have been distributed pursuant to the proposed Distribution and Discharge Order. While the Monitor is not aware of any parties who may have a claim against the D&O or who would be in priority to the 2025 Debentures, the Monitor will broadly serve notice of its proposed motion advising any party who may have a claim against the D&O to make such claim known.

Release of the Company's Director

88. The Monitor makes note of the important contributions from the Company's sole director, Chris Cowper-Smith, prior to and during these proceedings. Mr. Cowper-Smith:

- (a) provided strategic guidance throughout the restructuring proceedings regarding the history of the Company, assisting the Monitor to understand the industry and Opportunity and where the restructured entity could succeed from his perspective;
- (b) assisted Management in ongoing operational matters, including in discussions with the Stalking Horse Bidder to advance the Stalking Horse Agreement as outlined in the Monitor's Pre-Filing and First Reports;
- (c) assisted in the review of the SISP materials, providing important context of the business and other key inputs; and
- (d) joined meetings with interested parties, facilitated by the Monitor.

Release of CEO and Director of ResidualCo.

89. The Monitor makes note of the important contribution from the Company's CEO, Mr. Joe Ellsmere, the sole Director of ResidualCo., during these proceedings and for his expected future contributions and cooperation to facilitate the closing of the Proposed Transaction. Such contributions include among other things:
- (a) maintained operations of the Company throughout the CCAA Proceedings, with no decrease to the manufacture and sale of the Company's product, despite operating under constrained credit terms;
 - (b) assisted with the preparation of the SISP materials, including the CIM, Solicitation Letter, and VDR;
 - (c) provided the Monitor with contact details to several interested parties throughout the SISP who previously expressed interest in the Opportunity; and
 - (d) is assisting the Successful Bidder in closing the Proposed Transaction by consenting to act as director of ResidualCo for purposes of the RVO.
90. The Monitor is of the view that Mr. Ellsmere was critical to the Company's restructuring efforts in his continued leadership as CEO and Chief Technology Officer. Should a release not be granted in favor of Mr. Ellsmere, any claim against Mr. Ellsmere in his capacity as director of ResidualCo. would cause significant concern and potential disruption to the Company's ability to continue operations.
91. The Monitor also considered, among other things, the following factors in relation to the requested release of the Released Parties, including Mr. Ellsmere:

- (a) whether the parties to be released were necessary to the restructuring of the debtor;
 - (b) whether the claims to be released are rationally connected to the purpose of the restructuring and necessary for it;
 - (c) whether the restructuring could succeed without the releases;
 - (d) whether the parties being released contributed to the restructuring; and
 - (e) whether the releases benefit the debtors as well as the creditors generally.
92. Accordingly, the Monitor is of the view that the proposed releases are reasonable, not overly broad in the circumstances, and appear to be inextricable from the Proposed Transaction generally. Considering the advantages of the Proposed Transaction compared to all available alternative and taking into account releases granted in past RVO transactions, the Monitor is supportive of the proposed releases to the Released Parties as set out in the RVO.
93. The Monitor also notes that the form of release is built into the form of the RVO, which RVO in turn must be acceptable to the Successful Bidder Purchaser as a condition of closing. Accordingly, the release is, as the relevant documents are currently drafted, a purchaser condition of closing the Proposed Transaction.

Enhanced Powers

94. The proposed RVO provides the Monitor with enhanced powers over ResidualCo upon execution of the Closing Certificate confirming, among other things, the Proposed Transaction has closed and SLT has been replaced by ResidualCo as an applicant in these CCAA Proceedings. The Implementation Steps outlined in the Stalking Horse Agreement deems the directors of ResidualCo to resign at Closing.
95. ResidualCo will have no employees or directors at the time of filing the Closing Certificate. Accordingly, the enhanced powers allow the Monitor to act on behalf of ResidualCo to take the appropriate actions required, or that it deems necessary with regard to the ongoing administration of these CCAA Proceedings, including the distribution of the Purchase Price pursuant to the Estimated Distribution and assigning ResidualCo into bankruptcy.
96. As a result, the Monitor is supportive of the limited Enhanced Powers included in the RVO.

Performance Relative to the Cash Flow Forecast

97. The Company's budget to actual results against its Cash Flow Forecast is attached hereto as **Appendix "H"**. The Monitor has summarized these results in the table below:

Budget to Actuals Report Weeks 1 - 7	January 26, 2026 - March 13, 2026		
	Budget	Actual	Variance
Cash Receipts	354,415	377,318	22,903
Operational Disbursements	515,433	618,808	(103,375)
Net Operating Cash Flows	(161,018)	(241,490)	(80,472)
Professional Fees	174,000	207,964	33,964
Net Cash Flows	(335,018)	(449,454)	(114,436)
Opening Cash	-	9,744	9,744
DIP Funding	500,000	500,000	-
Ending Cash Balance	164,982	60,290	(104,692)

98. The Company provided the Monitor with updates regarding the actual results compared to the Cash Flow Forecast and regular reporting by the Company was made to the DIP Lender. The Monitor understands that the key variances to the Cash Flow Forecast are as follows:

Cash Receipts

99. Overall cash receipts were greater than budget, which the Monitor understands was driven by:
- (a) Stronger than anticipated collections of accounts receivable. The Company had conservatively forecast cash receipts given the CCAA Proceedings, however actual receivables were collected at a higher rate than initially expected;
 - (b) The Monitor understands sales for SLT's direct to consumer channel were ahead of budget by approximately \$30k;
 - (c) Contributing negatively to this variance, the Company has not received post-filing HST refunds filed of approximately \$24k. While the Monitor is advised the Company has provided CRA with all requested information, as at the date of this report the post-filing refunds continue to be held by CRA and the timing for collection is unknown; and

- (d) The Company's industrial research assistance program ("**IRAP**") funding, projected at approximately \$28k, has not yet been received, a timing difference expected to reverse in April, 2026.

Operational Disbursements

- 100. Overall operational disbursements were higher because of increased variable costs associated with increased revenue. The Monitor understands other key drivers included:
 - (a) Dues and subscriptions paid were higher than forecast by approximately \$26k, a result of certain custom bracing software and client relationship management systems being inadvertently omitted from the Cash Flow Forecast, and the payment of such costs being non-discretionary and required for continued operations;
 - (b) Payroll being higher than forecast, a result of increased hours and the payment of accrued vacation pay in Q1 pursuant to Company policy; and
 - (c) Travel costs are higher than budget, a result of increased travel requirements from the CEO and Director of Sales to maintain key account and operational resources during the CCAA Proceedings.
- 101. As at week 7, the Company's cash position was approximately \$60,000, reflecting a variance to budget primarily attributable to the timing of GST/HST refunds and IRAP funding. The Monitor understands the Company forecasts to have sufficient funds available at closing to meet payroll, operational requirements, and liquidity to pay approximately \$25k in outstanding professional fees prior to closing, should the GST/HST refunds not be received before close. The forecasted payment of professionals before close is outlined in the Distribution section below.

Distribution and Discharge Order

- 102. In the Monitor's view, the CCAA Proceedings have accomplished the principal objectives of the Company with regard to its restructuring by (a) identifying a purchaser and completing a sale transaction (b) continuing the operations of SLT as a going concern, preserving jobs and continuing customer/supplier relationships and (c) providing greater value to all stakeholders than what otherwise would have been realized in a liquidation.
- 103. Following the closing of the transaction, remaining matters required by the Monitor to finalize these CCAA Proceedings include (together, "**Remaining Duties**"):

- (a) Distributing the Purchase Price first to the Court Ordered Charges:
 - i. Repayment of the DIP Financing, inclusive of interest and fees, pursuant to the DIP Charge;
 - ii. Payment of professional fees outstanding at closing, inclusive of GST/HST, under the Administration Charge;
 - (b) Distributing the balance of the Purchase Price to the 2025 Debentures pursuant to their security, of which the Monitor has obtained the independent Security Opinion;
 - (c) Ancillary administrative and statutory reporting matters; and
 - (d) Assigning ResidualCo into bankruptcy and facilitating the bankruptcy proceedings through discharge, pursuant to the Monitor's proposed enhanced powers in the RVO.
104. As there are no further recoveries available to ResidualCo for distribution to creditors in these CCAA Proceedings, the Monitor is of the view that the CCAA Proceedings may be terminated upon the Monitor confirming with the Court the Remaining Duties have been completed.
105. The proposed order ("**Distribution and Discharge Order**") will, among other things:
- (a) Approve activities, fees and disbursements of the Monitor and its counsel through these CCAA Proceedings, as well as the Remaining Fees and Bankruptcy Retainer;
 - (b) Extend the Stay of Proceedings to the earlier of: (i) the assignment of ResidualCo into bankruptcy; (ii) the termination of the CCAA Proceedings upon filing the Monitor's Termination Certificate, or (iii) such other date as this Court may order;
 - (c) Terminate the DIP Charge, KEIP Charge and D&O Charge, as all balances outstanding pursuant to those Court ordered charges have been satisfied or paid;
 - (d) Approve the Estimated Distribution to the 2025 Debentures;
 - (e) Terminate these CCAA Proceedings and the Administration Charge upon the Monitor executing and serving on the Service List the Termination Certificate confirming that the Remaining Duties are complete and the Monitor has discharged its obligations pursuant to the CCAA.

106. The Monitor is of the view that the proposed Distribution and Discharge Order is the most efficient and cost-effective method to wind down these CCAA Proceedings and mitigates the requirement for further Court time to apply for a discharge, should the Remaining Duties in fact be all that is required to terminate these CCAA Proceedings. Should there be additional matters arising outside the Remaining Duties to which the Monitor requires the Court's consideration, the Monitor will not file the Termination Certificate and seek direction from the Court.

107. As a result, the Monitor respectfully requests the Court grant the requested relief.

Approval of Professional Fees

108. Pursuant to paragraph 28 of the ARIO, the Monitor and its legal counsel are to be paid their reasonable fees and disbursements at their standard rates and charge, by the Company as part of the costs of these proceedings. Pursuant to paragraph 29 of the ARIO, the Monitor and its counsel shall pass their accounts before the Court.

109. The Monitor is seeking to have its fees and disbursements approved by the Court from the commencement of these CCAA Proceedings through March 20, 2026, as well as the Monitor's estimate of Remaining Fees to wind down these CCAA Proceedings. The Monitor and its counsel, Reconstruct LLP ("**RECON**"), have maintained detailed records of their professional time and costs.

(a) The Monitor incurred approximately 316 hours through March 20, 2026. At an average rate of approximately \$403/hour, total fees and expenses amounted to \$136,867.72, with HST of \$19,161.49 for a total of \$156,029.21. The time spent by the Monitor is more particularly described in **Appendix "I"**, which contains an outline of the fees per bill, a summary of the significant issues addressed and the time and average hourly rate by staff rank. Copies of invoices that set out the services provided during this period will be made available to the Court and upon request.

(b) RECON incurred approximately 113.6 hours through March 30, 2026. At an average rate of approximately \$571.72/hour, total fees, expenses, and discounts amounted to \$52,084.20, with HST of \$6,770.95 for a total of \$58,855.15. The time spent by RECON is more particularly described in the fee affidavit attached as **Appendix "J"**.

110. Copies of the invoices rendered by the Monitor setting out the time details and services provided during this period will be made available to the Court at the hearing for the requested relief, or earlier in electronic format should the Court require them.
111. The Monitor has considered the factors outlined by the Ontario Superior Court of Justice (Commercial List) in the CCAA Proceedings of *Nortel Networks Corporation et al* in support of the Monitor's fee approval request. The Monitor understands the court in *Nortel* considered, amongst other things:
- (a) The nature, extent and value of the assets being handled;
 - (b) The complications and difficulties encountered;
 - (c) The degree of assistance provided by the Applicants, its officers or its employees;
 - (d) The time spent;
 - (e) The Monitor's knowledge, experience and skill;
 - (f) The diligence and thoroughness displayed;
 - (g) The responsibilities assumed;
 - (h) The results achieved; and
 - (i) The cost of comparable services when performed in a prudent and economical manner (collectively, the "**Nortel Factors**").
112. While further details of the significant issues addressed by the Monitor and its counsel are outlined in **Appendices "I"** and **"J"**, in consideration of the Nortel Factors the Monitor notes the following for the Court's consideration:
- (a) The Company's assets are primarily intangible in nature, and include global patents, material supplier contracts, and the Licenses and Permits to manufacture and sell its products globally. The Company sells a specialized product and operates in a very narrow market, and therefore not a traditional or simple business to market to potential buyers;

- (b) Given that Management, the Stalking Horse Bidder, and the DIP Lender were all insiders, the Monitor, in consultation with the Company's fulcrum creditors, designed, prepared for, and launched the SISP to mitigate potential or perceived conflicts of interest. This involved significant research to develop the target list of Interested Parties, develop the Solicitation Letter and Confidential Information Memorandum to explain the unique opportunity. Further, this resulted in the Monitor and its counsel bringing forward the application for approval of the Proposed Transaction and wind down of these CCAA Proceedings;
- (c) While the Company was highly engaged in the CCAA Proceedings and actively assisted the Monitor in carrying out its duties, all correspondence with Qualified Bidders to complete due diligence and advance bids in the SISP were facilitated by the Monitor. Qualified Bidders with whom the Monitor assisted in their due diligence included parties from Canada, the United States, and Europe;
- (d) The Company was operating cash flow negative prior to and during these CCAA Proceedings, and therefore the SISP timelines were reflective of the Company's liquidity constraints. The Monitor had to therefore assist the Company in obtaining interim financing, review reporting thereunder, and prepare for and launch the SISP on those expedited timelines;
- (e) The Monitor has extensive experience, knowledge and skill in advancing complicated Court approved restructurings for companies in Atlantic Canada, including facilitating sales processes for a wide variety of assets. The Monitor's time details, invoice summary and reports to the Court are evidence of the diligence and thoroughness undertaken by the Monitor to advance these CCAA Proceedings; and
- (f) The SISP demonstrated that the Stalking Horse Agreement reflects represents the highest and best offer received for the Company pursuant to the SISP. The hourly rates charged by the Monitor and its legal counsel are consistent and comparable with restructuring professionals in Atlantic Canada in proceedings of similar size, complexity and scope.

113. The Monitor is of the view that the fees and those of its legal counsel are reasonable, commensurate with the work performed to date, and reflect the complexity of these CCAA Proceedings as communicated to the Court through its various reports and the significant amount of work undertaken by the Monitor and its counsel to facilitate the SISP on behalf of the Company and its stakeholders. The Monitor respectfully requests that its fees and disbursements, and those of RECON, be approved, including the Monitor's estimate of Remaining Fees and the Bankruptcy Retainer.

Confidentiality Order

114. The Monitor respectfully requests that the Court grant a Confidentiality Order to seal **Confidential Appendices "A" to "D"** on the Court file until the earlier of 3 months or such time as the Proposed Transaction has closed.
115. The Monitor is of the view that the requested Confidentiality Order is the least restrictive method of protecting an important public interest. The Confidential Appendices contain confidential and commercially sensitive information, including unredacted details of feedback from Qualified Bidders received in SISP and non-binding letters of intent that were advanced to the Monitor under NDA. While the Monitor remains of the view that such information is important for the Court's evaluation in consideration of the requested relief, the Monitor is concerned that if such information became public in advance of closing the Proposed Transaction, it could negatively impact closing, the Company's ability to consummate an alternative transaction or effect a restructuring of the business.

Good Faith and Due Diligence

116. As at the date of this Second Report, the Monitor:
- (a) is of the view that the Company and their stakeholders are acting in good faith and with due diligence, pursuant to section 18.6(1) of the CCAA;
 - (b) is not of the view that it would be more beneficial to the Company' creditors if proceedings were taken under the *Bankruptcy and Insolvency Act*, pursuant to section 23(1)(h) of the CCAA; and
 - (c) is not aware of any issue or condition that could be considered a material adverse change pursuant to s. 23(1)(d) of the CCAA.

Conclusion and Recommendation of the Monitor

117. For the reasons set out in this Second Report, the Monitor respectfully recommends that this Honorable Court grants the requested relief.

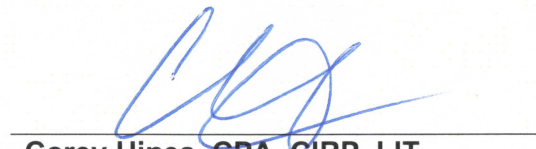
ALL OF WHICH IS RESPECTFULLY SUBMITTED 31st day of March, 2026.

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



Liam Murphy, CPA, CA, CIRP, LIT

Senior Vice President



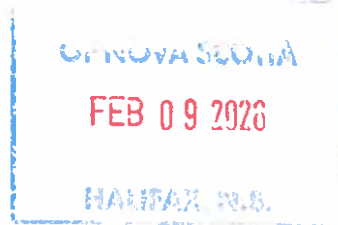
Corey Hines, CPA, CIRP, LIT

Senior Manager

Appendix A

SISP Order

2026



Hfx No. 550323

SUPREME COURT OF NOVA SCOTIA

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

AND IN THE MATTER OF an application by Spring Loaded Technology Incorporated (the "**Applicant**") for creditor protection under s.11 of the CCAA and other relief.

A blue ink signature of John P. Bodurtha, written over a faint circular court seal.

SISP APPROVAL ORDER

Before the Honourable Justice John P. Bodurtha in chambers:

UPON MOTION of the Applicant for an order pursuant to the CCAA, inter alia:

- (a) approving the sale and investment solicitation process in the form attached hereto as **Schedule "A"** (the "**SISP**") and granting certain related relief;
- (b) approving the Stalking Horse Agreement (as defined below) as the stalking horse bid for purposes of the SISP; and
- (c) granting the Bid Protections Charge (as defined below),

UPON READING the Notice of Motion, the Affidavit of Joe Ellsmere sworn 30 January 2026 and the First Report of the Monitor, filed in these proceedings, and on hearing the submissions of counsel for the Applicant and such other counsel who were present and wished to be heard at the hearing on 03 February 2026, with all parties being duly served and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice;

IT IS HEREBY ORDERED THAT:

SERVICE AND DEFINITIONS

1. The service of the notice of motion in chambers, and the supporting documents, as set out in the affidavit of service is hereby deemed adequate notice so that the motion is properly returnable today and further service thereof is hereby dispensed with.

2. All terms not otherwise defined herein have the meaning given to it under the initial order dated as of 26 January 2026 (as amended and restated from time to time, the “Initial Order”).

INTERPRETATION

3. Capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them under the SISP.

APPROVAL OF SALES AND INVESTMENT SOLICITATION PROCESS

4. The SISP (subject to such amendments as may be agreed to by the Monitor and the Applicants) is hereby approved.

5. The Monitor, with the assistance of the Applicant, and if deemed necessary by the Monitor, a Sales Advisor (as defined in the SISP), are hereby authorized and empowered to proceed, carry out, and implement the SISP and all corresponding sales, marketing, or tendering processes, including any and all actions related thereto, substantially in accordance with the SISP.

6. The Monitor and the Applicant are further hereby authorized and empowered to take such steps as they consider necessary or appropriate in carrying out each of their respective obligations under the SISP, subject to approval of this Court being obtained before the completion of any transaction(s) resulting from the SISP.

7. The Monitor, the Applicant, and any interested person, are hereby authorized and empowered to apply to this Court to amend, vary, or seek any advice, directions or the approval or vesting of any transactions, in connection with the SISP.

8. The Monitor and its affiliates, partners, directors, employees, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the conducting of the SISP, except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct of the Monitor in performing its obligations under the SISP Procedure, as determined by this Court.

9. In implementing the SISP, the Monitor shall have all of the benefits and protections granted to it under the CCAA, the Initial Order, and any other order of the Court in the within proceedings.

10. Pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Applicant, the Monitor and their respective advisors are hereby authorized and permitted, subject to the execution of a non-disclosure agreement, to disclose and transfer to prospective SISP participants (each, a "**SISP Participant**") and their advisors personal information of identifiable individuals but only to the extent desirable or required to negotiate or attempt to complete a transaction pursuant to the SISP (a "**Transaction**"). Each SISP Participant to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and if it does not complete a Transaction, shall return all such information to the Applicants or the Monitor, or in the alternative destroy all such information and provide confirmation of its destruction if requested by the Applicants or the Monitor. Any Successful Party shall maintain and protect the privacy of such information and, upon closing of the Transaction(s) contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Business and/or Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal information to the Applicants or the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Applicants or the Monitor.

Stalking Horse Purchase Agreement:

11. The Applicants are hereby authorized and empowered to enter into the Stalking Horse Agreement dated 30 January 2026, (the "**Stalking Horse Agreement**"), between the Applicant, as vendor (the "**Vendor**") and 4782489 Nova Scotia Limited as purchaser (the "**Stalking Horse Purchaser**"), attached as Appendix F to the Monitor's First Report dated 30 January 2026 with such minor amendments as may be acceptable to the Vendor and the Stalking Horse Purchaser with the approval of the Monitor; provided that, nothing herein approves the sale and the vesting of any Property to the Stalking Horse Purchaser (or any of its designees) pursuant to the Stalking Horse Agreement and that the approval of any sale and vesting of any such Property shall be considered by this Court on a subsequent motion made to this Court if the transaction set out in the Stalking Horse Agreement is designated as the Successful Bid pursuant to the SISP.

12. The Stalking Horse Agreement is hereby approved and accepted solely for the purposes being the stalking horse bid under the SISP and subject to further order of the Court referred to in paragraph 11.

13. As soon as reasonably practicable following the Vendor and the Stalking Horse Purchaser agreeing to any amendment to the Stalking Horse Agreement permitted pursuant to the terms of this Order, the Applicant shall: (a) file a copy thereof with this Court; (b) serve a copy thereof on the Service List; and (c) provide a copy thereof to each SISP Participant (as hereinafter defined) excluding from the public record any confidential information that the Vendor and the Stalking Horse Purchaser, with the consent of the Monitor, agree should be redacted.

BID PROTECTIONS

14. The Break-up Fee (as defined in the Stalking Horse Agreement) is hereby approved and the Vendor is hereby authorized and directed to pay the Break-up Fee to the Stalking Horse Purchaser (or to such other person as it may direct) in the manner and circumstances described in the Stalking Horse Agreement.

15. The Staking Horse Purchaser shall be entitled to the benefit of and is hereby granted a charge (the "**Bid Protections Charge**") which charge shall not exceed \$90,000 as security for the payment of the Break-up Fee, in the manner and circumstances described in the Stalking Horse Agreement.

16. The filing, registration or perfection of the Bid Protections Charge shall not be required, and that the Bid Protections Charge shall be valid and enforceable for all purposes, including against any right, title or interest filed, registered, recorded or perfected subsequent to the Bid Protections Charge, notwithstanding any such failure to file, register, record or perfect.

17. The Bid Protections Charge shall constitute a charge on the Property and shall rank subordinate to the Charges (as defined in the ARIO and the Amended Charging Order), but in priority to all other Encumbrances (as defined in the ARIO and the Amended Charging Order).

18. Except for the Charges approved or such other charges as may be approved by this Court on notice to parties in interest, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or pari passu with, the Bid Protections Charge, unless the Applicants obtain the prior written consent of the Monitor and the Stalking Horse Purchaser, or further Order of this Court.

19. The Bid Protections Charge shall not be rendered invalid or unenforceable and the rights and remedies of the Stalking Horse Purchaser shall not otherwise be limited or impaired in any

way by: (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), or otherwise, or any bankruptcy order(s) or receivership order(s) made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (each, an "**Agreement**") which binds any of the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Bid Protections Charge nor the execution, delivery, perfection, registration or performance of the Stalking Horse Agreement shall create, cause or be deemed to constitute a breach by any of the Applicants of any Agreement to which they are a party;
- (b) the Stalking Horse Purchaser shall not have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Bid Protections Charge or the execution, delivery or performance of the Stalking Horse Agreement; and
- (c) the payments made by and of the Vendors, pursuant to this Order, the Stalking Horse Purchase Agreement, and the granting of the Bid Protections Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

20. The Bid Protections Charge created by this Order over leases of real property in Canada shall only be a charge on the Applicants' interest in such real property lease.

21. The Stalking Horse Purchaser, with respect to the Bid Protections Charge only, shall be treated as unaffected in any Plan, or any plan filed by the Applicant under the CCAA.

GENERAL

22. The Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

23. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, construction lien trustee, or a trustee in bankruptcy of the Applicant, the Business or the Property.

24. The aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction outside Nova Scotia, is requested to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

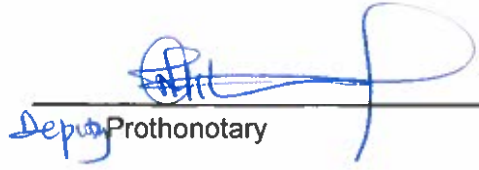
25. The Applicant and the Monitor may apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and the Monitor may act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

26. Any interested party, including the Applicant and the Monitor, may apply to this Court to vary or amend this Order on such notice required under the *Civil Procedure Rules* or as this Court may order.

27. This Order and all of its provisions are effective as of 12:01 a.m. Atlantic Standard Time on the date of this Order.

DATED at Halifax, Nova Scotia, this 09th day of February 2026.

TRACY-ANN MARTELL
Deputy Prothonotary



Deputy Prothonotary

TRACY-ANN MARTELL
Deputy Prothonotary

Schedule "A"

SISP

**SALES AND INVESTMENT SOLICITATION PROCESS FOR
THE BUSINESS AND ASSETS OF
SPRING LOADED TECHNOLOGIES INC.**

I. Introduction

1. On January 26, 2026, the Supreme Court of Nova Scotia (the "**Court**") issued an initial order (the "**Initial Order**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**") in these proceedings (the "**CCAA Proceedings**"). The Initial Order, among other things: (i) appointed Grant Thornton Limited as the Court-appointed monitor (in such capacity, the "**Monitor**") of Spring Loaded Technology Incorporated (the "**Applicant**"); and (ii) approved an interim financing facility (the "**DIP Facility**") from 4782489 Nova Scotia Limited (the "**DIP Lender**") pursuant to an interim financing term sheet dated January 22, 2026 by and between the DIP Lender and the Applicant.
2. On February 03, 2026, the Court granted two orders: (i) an amended and restated Initial Order (the "**ARIO**") that, among other things, approved a key employee incentive plan ("**KEIP**") and a corresponding charge over the Applicant's current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**") in favour of the KEIP beneficiaries (the "**KEIP Charge**"); and (ii) an order (the "**SISP Approval Order**") that, among other things, authorized the Monitor to implement a sale and investment solicitation process ("**SISP**") in accordance with the terms hereof. Capitalized terms that are not otherwise defined herein have the meanings ascribed to them in the ARIO or the SISP Approval Order.
3. Copies of the ARIO, the SISP Approval Order, and all other materials filed in these proceedings can be found at the following URL: www.DoaneGrantThornton.ca/SpringLoaded (the "**Monitor's Website**").
4. This SISP sets out the manner in which: (a) binding bids for a refinancing, sale or other strategic investment or transaction (each, a "**Transaction**") involving the business, assets and/or equity of the Applicant (the "**Opportunity**"), will be solicited from interested parties; (b) any such bids received will be addressed; (c) the selection by the Monitor of the winning bid ("**Successful Bid**") will be selected; and (d) Court approval of a Successful Bid will be sought.
5. The SISP shall be conducted by the Monitor.
6. Parties who wish to have their bids considered must participate in the SISP.
7. The Applicant, as vendor, 4782489 Nova Scotia Limited, as buyer (in such capacity, the "**Stalking Horse Bidder**") have entered into a share subscription agreement dated January 30, 2026 (the "**Stalking Horse Agreement**" or when referring to the bid established thereby, the "**Stalking Horse Bid**"), pursuant to which the Stalking Horse Bidder has agreed to acquire all of the issued and outstanding shares of the Applicant pursuant to an approval and reverse vesting order of the Court. A copy of the Stalking Horse Agreement is attached as Schedule "B".

II. Marketing and Solicitation

8. The Monitor will:

- (a) disseminate marketing materials and a process letter (which letter shall, among other things, direct recipients to the Monitor's Website for a copy of this SISP) to potentially interested parties identified by the Monitor, or any other interested party who contacts the Applicant or the Monitor;
- (b) solicit interest from interested parties with a view to such parties entering into non-disclosure agreements (each an "NDA"). Parties shall only obtain access to the virtual data room (the "VDR") and be permitted to participate in the SISP if they execute an NDA, in form and substance satisfactory to the Monitor;
- (c) provide interested parties who have executed an NDA with: (i) a letter outlining the Opportunity; and (ii) access to the VDR containing diligence information in respect of the Opportunity and such other diligence information as the Monitor considers advisable; and
- (d) request that such parties submit an offer that meets at least the requirements set forth in Phase 1 and Phase 2 below, as determined by the Monitor, by the applicable deadlines.

III. SISP Timelines

9. The SISP shall be conducted subject to the terms hereof and the following key milestones:

Milestone	Deadline
Phase 1 ("Phase 1")	
Application for SISP Approval	February 3, 2026
Commencement of Marketing, including Solicitation Letter and Due Diligence	February 9, 2026
Deadline for submission of Phase 1 letters of intent (the " Phase 1 LOI Deadline ")	February 24, 2026
Determination of Qualified Bidders for Phase 2, if any (the " Qualification Deadline ")	February 25, 2026
Phase 2 ("Phase 2")	
Deadline for submission of Phase 2 bids, if required (the " Phase 2 Bid Deadline ")	March 12, 2026

Notification of Auction (if applicable)	March 13, 2026
Auction (if applicable)	By March 18, 2026
Selection of Successful Bid (assuming Auction)	By March 19, 2026
Schedule the Sale Approval Hearing	As soon as reasonably practical following the selection of the Successful Bid
Target Closing Date Deadline (the "Target Closing Date")	No later than 7 days following Court approval of the Successful Bid

10. Any extensions or amendments (other than the Target Closing Date) shall be communicated to all bidders in writing and posted on the Monitor's Website.

11. The Monitor may make any modification to the SISP it considers appropriate in the circumstance, , in consultation with the Applicant, the DIP Lender, and the holders of the 2020 Debentures (as defined in the First Report of the Monitor dated January 30, 2026) (the "**Debenture Holders**"), and where it considers such modification to be material the Monitor may seek Court approval of such modification on notice to parties in the CCAA Proceedings.

IV. Due Diligence

12. The Monitor shall provide to parties who execute an NDA in form and substance satisfactory to the Monitor (a "**Bidder**"):

- (a) a letter outlining the Opportunity ("**Information Memorandum**"); and
- (b) access to the VDR containing due diligence information in respect of the Opportunity and such other due diligence information as the Monitor, with the assistance of and in consultation with the Applicant, consider advisable.

13. Selected materials may be withheld from certain Bidders if the Monitor, in consultation with the Applicant, determines such information to represent proprietary or sensitive competitive information related to the Opportunity that should not be provided to a specific Bidder.

14. The Monitor shall be permitted, in its discretion, to provide general updates and information in respect of the SISP to any creditor (each a "**Creditor**") and its legal and financial advisors, if applicable, on a confidential basis, upon: (a) the irrevocable confirmation in writing from such Creditor that it will not submit any bid in the SISP; and (b) such Creditor executing a confidentiality agreement or undertaking with the Applicant in form and substance satisfactory to the Monitor.

15. Without limiting the generality of any term or condition of any NDA executed by any potential Bidder or Bidder, unless otherwise agreed by the Monitor or ordered by the Court, no potential Bidder or Bidder shall be permitted to have any discussions with:

- (a) any counterparty to any contract with the Applicant;

- (b) any current or former director, manager, shareholder, officer, member or employee of the Applicant, other than in the normal course of business and wholly unrelated to the Applicant, the Opportunity, the confidential information, the SISP or the CCAA Proceedings; and
- (c) any other potential Bidder, Bidder or the Stalking Horse Bidder regarding the SISP or any bids submitted or contemplated to be submitted pursuant thereto.

16. Notwithstanding the foregoing, where any such communications are agreed to with the Monitor's consent, such discussions shall be made in the presence of the Monitor. For greater certainty at no time shall parties be entitled to communicate or discuss with one another or with any other potential Bidder or Bidder regarding the SISP or any bids submitted or contemplated to be submitted pursuant thereto.

17. Any bid submitted pursuant to this SISP shall be made on an "as is, where is" basis, without surviving representations or warranties of any kind or nature. The Monitor is not responsible for, and will have no liability with respect to, any information obtained by any Bidder in connection with the Opportunity. The Monitor does not make any representations or warranties whatsoever as to the information or the materials provided through the due diligence process or otherwise made available to any Bidder, including any information contained in the Information Memorandum or VDR.

V. Phase 1 Bid Deadline

18. Bidders that wish to make a formal binding offer pursuant to the SISP must submit by email a non-binding letter of intent (a "**Phase 1 Bid**") so as to be received by the Monitor not later than 5:00 PM (Halifax Time) on February 24, 2026, (the "**Phase 1 Bid Deadline**"), with a copy to each of the persons specified in Schedule "A" hereto.

19. A Phase 1 Bid will be considered a "**Qualified Phase 1 Bid**" only if (collectively, the "**Phase 1 Bid Criteria**"):

- (a) it is submitted on or before the Phase 1 Bid Deadline;
- (b) it is accompanied by a letter setting forth:
 - (i) the identity of the Bidder and full disclosure of any entities and/or individuals that control the Bidder;
 - (ii) the proposed purchase price in Canadian dollars, including details of all assets to be purchased and liabilities to be assumed by the Bidder. The purchase price must be in an amount that is at least \$1,100,000, being the purchase price contained in the Stalking Horse Agreement, plus the \$90,000 break fee in the Stalking Horse Agreement plus the minimum incremental overbid of \$110,000 (a "**Superior Offer**") or is otherwise a better offer than the offer contemplated under the Stalking Horse Agreement;
 - (iii) sources of funding for the proposed transaction which will not be subject to financing ;

- (iv) any anticipated approvals and consents expected to be required to close the transaction and any anticipated impediments to such approvals or consents;
- (v) a summary of due diligence required to be conducted during Phase 2, if any, to advance a binding bid in the SISP;
- (vi) a statement that the bidder expects to be able to consummate a sale transaction pursuant to the SISP on or before the Target Closing Date (as defined herein);
- (vii) all conditions to closing sought by the bidder; and
- (viii) any other terms or conditions that the bidder believes are material to the transaction.

20. Upon confirmation by the Monitor of receipt of a Phase 1 Qualified Bid, the SISP will automatically proceed to Phase 2. The Monitor may, if it deems appropriate or desirable in the circumstances, modify or amend the Phase 1 Bid Criteria.

VI. Criteria for Phase 2 Qualified Bids

21. Any Bidder who wishes to submit a binding bid in the SISP must submit a bid that complies with the following criteria (any bid that so complies, a **"Qualified Bid"**, and the offeror thereof, a **"Qualified Bidder"**):

- (a) it is received by the Monitor by no later than the Phase 2 Bid Deadline at the email addresses specified on Schedule "A" hereto;
- (b) it contains a purchase price is in an amount that is at least \$1,100,000, being a Superior Offer;
- (c) it contemplates closing of the Transaction by no later than April 15, 2026 (the **"Outside Date"**);
- (d) it contains:
 - (i) a duly executed binding Transaction document(s);
 - (ii) the legal name and identity (including jurisdiction of existence) and contact information of the Bidder, full disclosure of its direct and indirect principals, and the name(s) of its controlling equity holder(s);
 - (iii) a redline to the Stalking Horse Agreement;
 - (iv) evidence of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) and, if necessary to complete the Transaction, the Qualified Bidder's equity holder(s);

- (v) disclosure of any past or current connections or agreements with the Applicant, any known, potential, or prospective Bidder, or any current or former officer, manager, director, member or known current or former equity security holder of any of the Applicant; and
 - (vi) such other information as may be reasonably requested by the Monitor;
- (e) it provides written evidence of the Qualified Bidder's ability to fully fund and consummate the Transaction and satisfy its obligations under the Transaction documents;
- (f) it does not include any request for or entitlement to any break fee, expense reimbursement or similar type of payment;
- (g) it is not conditional upon:
- (i) approval from the Qualified Bidder's board of directors (or comparable governing body) or equity holder(s);
 - (ii) the outcome of any due diligence by the Qualified Bidder; or
 - (iii) obtaining financing;
- (h) it includes an acknowledgment and representation that the Qualified Bidder:
- (i) has had an opportunity to conduct any and all required due diligence prior to making its bid, and has relied solely upon its own independent review, investigation and inspection in making its bid;
 - (ii) is not relying upon any written or oral statements, representations, promises, warranties, conditions, or guaranties whatsoever, whether express or implied (by operation of law or otherwise), made by any Bidder, including the Applicant, the Monitor and their respective employees, officers, directors, agents, advisors (including legal counsel) and other representatives, regarding the proposed Transaction, this SISP, or any information (or the completeness of any information) provided in connection therewith, except as expressly stated in the proposed Transaction documents;
 - (iii) is making its bid on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Applicant, the Monitor or any of their respective employees, officers, directors, agents, advisors and other representatives, except to the extent set forth in the proposed Transaction documents;
 - (iv) will be bound by this SISP and the SISP Approval Order; and
 - (v) is subject to the exclusive jurisdiction of the Court with respect to any disputes or other controversies arising under or in connection with the SISP or its bid;

- (i) it specifies any regulatory or other third-party approvals the Qualified Bidder anticipates would be required to complete the Transaction (including the anticipated timing necessary to obtain such approvals);
- (j) it includes full details of the Qualified Bidder's intended treatment of the Applicant's stakeholders under or in connection with the proposed bid, including the Applicant's secured creditors, unsecured creditors, employees, customers, suppliers, contractual counterparties and equity holders;
- (k) it is accompanied by a cash deposit (the "**Deposit**") paid to the Monitor, in trust, by wire transfer of immediately available funds in an amount equal to at least 10% of the cash consideration in the Qualified Bid, which Deposit shall be retained by the Monitor in a trust account in accordance with the terms hereof; and
- (l) it includes a statement that the Qualified Bidder will bear its own costs and expenses (including all legal and advisor fees) in connection with the proposed Transaction, and by submitting its bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis.

22. For greater certainty, the Stalking Horse Agreement shall automatically be considered a Qualified Bid for the purposes of this SISP.

23. The Monitor may waive the strict compliance of one or more of the requirements specified above and deem any bid to be a Qualified Bid notwithstanding any noncompliance with the terms and conditions of this SISP, provided that the Monitor shall not waive compliance with the requirements specified in Subsection 22(b) or Subsection 22(c) without the consent of the DIP Lender.

VII. Criteria for Credit Bids

24. Any party or parties holding a valid, enforceable, and properly perfected security interest in the Applicant may, subject in all respects to such party's compliance with the SISP, submit a bid (a "**Credit Bid**") in the amount of debt secured by such lien as part of any transaction contemplated by the SISP, provided however that:

- (a) any such Credit Bid must comply with the criteria set out in Section 21; and
- (b) any such Credit Bid shall also provide for the indefeasible and irrevocable repayment in full in cash on the date of closing of any such transaction of any and all obligations: (i) owing as at the date of closing pursuant to any charges granted by the Court in the CCAA Proceedings; and (ii) secured by a security interest in the asset(s) to be acquired under such transaction that is senior to the security interest held in such asset(s) by the party submitting such credit bid unless the holder or indenture trustee or agent of any such senior security interest otherwise agrees.

VIII. Selection of Successful Bid(s) and Auction

25. If the Monitor receives no Phase 1 Qualified Bids by the Phase 1 Bid Deadline, the Stalking Horse Bid shall be deemed the Successful Bid.

26. If one or more Qualified Bids (including the Stalking Horse Bid) has been received by the Monitor on or before the Phase 2 Bid Deadline, the Monitor will conduct an auction ("**Auction**").

27. If required, the Auction shall be conducted by March 18, 2026 at the offices of the Monitor at 1675 Grafton St, Halifax, NS B3J 0E9, or by videoconference or at such other location as shall be timely communicated to all parties entitled to attend the Auction, which Auction may be adjourned by the Monitor in its sole discretion.

28. Any Auction shall be conducted in accordance with the following procedures, which the Monitor may adjust in its sole discretion:

- (a) prior to 5:00 p.m. on March 13, 2026, the Monitor will provide all Qualified Bidders that have made a Qualified Bid (which for greater clarity shall include the Stalking Horse Bidder) with the highest or otherwise best Qualified Bid submitted pursuant to the SISP, which Qualified Bid shall become the floor price for the Auction;
- (b) prior 5:00 p.m. on March 16, 2026, each Qualified Bidder intending to participate in the Auction shall inform the Monitor in writing of its intent to participate in the Auction. The Auction shall only be conducted if more than one Qualified Bidder has indicated its intention to participate in the Auction;
- (c) the Monitor shall inform all Qualified Bidders intending to participate in the Auction (such bidder, an "**Auction Bidder**") of the process and protocols for the Auction and the submission of bids during the Auction;
- (d) no person other than an Auction Bidder and/or its representatives shall be entitled to attend the Auction and any Auction Bidder must have at least one representative in attendance at the Auction to make a bid;
- (e) the Auction shall be conducted on an open basis, the true identity of each Auction Bidder at the Auction will be fully disclosed to all other Auction Bidders and all material terms of each bid made at the Auction will be fully disclosed to all other Auction Bidders throughout the entire Auction;
- (f) bidding at the Auction will take place in one or more rounds of bidding so long as during each round at least one subsequent bid is submitted by an Auction Bidder. The minimum incremental overbid is \$100,000.
- (g) the Monitor may employ and announce at the Auction such additional procedural rules that the Monitor determines are reasonable under the circumstances provided that such rules are (i) not inconsistent with these SISP procedures, general practice in insolvency proceedings, the Initial Order or the SISP Order; and (ii) are disclosed to each Auction Bidder at the Auction;
- (h) if, in any round of bidding, no new bid is made, the Auction shall be closed and no bids (from Qualified Bidders or otherwise) shall be considered after the conclusion of the Auction.

29. At the end of the Auction, the Monitor shall select the successful bid and the Auction Bidder who made the successful bid shall be deemed the "Successful Bidder" hereunder.

30. In selecting a Successful Bid, the Monitor shall consider, among other things, the following criteria:

- (a) the amount of consideration being offered and, if applicable, the proposed form, composition and allocation of same;
- (b) the value of any assumption of liabilities or release of liabilities not otherwise accounted for in (i) above;
- (c) the likelihood of the Bidder's ability to close the Transaction by no later than the Outside Date (including factors such as: the Transaction structure and execution risk; conditions to, timing of, and certainty of closing; termination provisions; necessity for and availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals, if any);
- (d) the likelihood of the Court's approval of the Successful Bid;
- (e) the overall benefit to the Applicant and their secured and unsecured creditors and other stakeholders; and
- (f) any other factors the directors or officers of Applicant may, consistent with their fiduciary duties, reasonably deem relevant.

31. The highest bid may not necessarily be accepted by the Monitor. The Monitor, in consultation with the Debenture Holders, reserves the right not to accept any Qualified Bid and to otherwise terminate the SISP. The Monitor reserves the right to deal with one or more Bidders to the exclusion of others, to accept a Qualified Bid for different assets comprising the Opportunity or to accept multiple Qualified Bids and enter into definitive agreements in respect of all such bids.

IX. Court Approval of Successful Bid(s)

32. Following selection of the Successful Bid, if any, the Monitor, with the assistance of the Applicant, shall seek to finalize any remaining necessary definitive agreement(s) with respect to the Successful Bid in accordance with the milestones set out in Section 9.

33. Once the necessary definitive agreement(s) with respect to a Successful Bid have been finalized, as determined by the Monitor, the Monitor shall apply to the Court for an order or orders approving such Successful Bid and/or the mechanics to authorize the Monitor and Applicant to complete the transactions contemplated thereby, as applicable, and authorizing the Applicant or Monitor to: (a) enter into any and all necessary agreements and related documentation with respect to the Successful Bid; (b) undertake such other actions as may be necessary to give effect to such Successful Bid; and (c) implement the Transaction contemplated in such Successful Bid (each, an "**Approval Order**"). If the Successful Bid is not consummated in accordance with its terms, the Monitor shall be authorized, but not required, to elect that a Back-Up Bid (if any) be a Successful Bid.

X. Deposits

34. If a Successful Bid is selected and an Approval Order authorizing the consummation of the Transaction contemplated thereunder is granted by the Court, any Deposit paid in connection with such Successful Bid will be non-refundable and shall, upon closing of the Transaction contemplated by such Successful Bid, be applied to the cash consideration to be paid in connection with such Successful Bid or be dealt with as otherwise set out in the definitive agreement(s) entered into in connection with such Successful Bid.

35. Any Deposit delivered with a Qualified Bid that is not selected as a Successful Bid will be returned to the applicable Bidder by the Monitor as soon as reasonably practicable (but not later than ten (10) business days) after the date of the applicable Approval Order or such earlier date as may be determined by the Monitor.

XI. Closing

36. Closing of the Transaction contemplated in an Approval Order shall occur as soon as reasonably practical following the issuance of such Approval Order, and, in any event, by the Outside Date.

XII. Confidentiality and Access to Information

37. Unless otherwise provided for herein, participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Bidders, Qualified Bidders, or a Successful Bidder, or the details of any bid submitted or the details of any confidential discussions or correspondence between the Applicant, the Monitor, or the Stalking Horse Bidder and any such other Bidder, Qualified Bidder or Successful Bidder in connection with the SISP.

38. All discussions regarding bids should be directed through the Monitor. Under no circumstances should the management of the Applicant be contacted directly without the prior consent of the Monitor. Any such unauthorized contact or communication could result in exclusion of the Bidder or Qualified Bidder, as applicable, from the SISP. In its sole discretion, the Monitor may require any person to execute a confidentiality agreement or NDA prior to receiving any information regarding the SISP, including any information relating to the Property, the Business, the number or identity Bidder, Qualified Bidder or Successful Bidder or the detail of any bids received.

XIII. General

39. Other than as specifically set forth in a definitive agreement between the Applicant and a Successful Bidder, the SISP does not, and will not be interpreted to, create any contractual or other legal relationship among the Applicant, the Monitor, and any other Bidder.

40. The Applicant and the Monitor shall not be liable for any claim for a brokerage commission, finder's fee or like payment in respect of the completion of any of the transactions completed under the SISP. Any such claim shall be the sole liability of the Bidder who completes a Transaction under the SISP pursuant to which the claim is being made.

41. The Monitor with the assistance of the Applicant may, with the consent of the applicable Bidders, disclose information about one bid to another Bidder(s) for the purpose of seeking to combine separate bids into an aggregate bid.

42. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with their participation in the SISP, including the submission of any bid or Qualified Bid, due diligence activities, completion of a Successful Bid, preparation for and attendance at the Approval Order hearing and any negotiations or actions whether or not they lead to the consummation of a Transaction.

43. At any time during this SISP, the Monitor may apply to the Court for advice and directions regarding the implementation and completion of this SISP.

SCHEDULE "A": E-MAIL ADDRESSES FOR DELIVERY OF BIDS

To the Monitor:

Grant Thornton Ltd.
1675 Grafton St
Halifax
NS B3J 0E9

Liam Murphy
Liam.Murphy@doane.gt.ca

Corey Hines
corey.hines@doane.gt.ca

with a copy to legal counsel to the Monitor:

Reconstruct LLP
80 Richmond Street West,
Suite 1700, Toronto, ON
M5H 2A4

Sharon Kour
skour@reconllp.com

Julien Gosset
jgosset@reconllp.com

SCHEDULE "B": STALKING HORSE AGREEMENT

SUBSCRIPTION AGREEMENT

This Subscription Agreement is made as of January 30, 2026 (the "Effective Date") between:

SPRING LOADED TECHNOLOGY INCORPORATED, a corporation existing under the laws of Canada (the "Company")

– and –

4782489 NOVA SCOTIA LIMITED, a company incorporated pursuant to the laws of the Province of Nova Scotia, or its permitted assignee or nominee (the "Purchaser")

WHEREAS:

- A. Pursuant to the order of the Supreme Court of Nova Scotia in Bankruptcy and Insolvency (the "Court") issued on January 26, 2026 (as amended, amended and restated, or otherwise modified from time to time, the "Initial Order"), the Company obtained, among other things, creditor protection under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA" and the proceedings, the "CCAA Proceedings") and Grant Thornton Limited was appointed as Monitor of the Company (in such capacity, the "Monitor");
- B. The Company will bring a motion to the Court for an order (the "SISP Order") approving, and authorizing and directing the Monitor to conduct, a stalking horse sale and investment solicitation process (the "SISP") to solicit offers or proposals for a sale of, or investment in, the Company or all or part of the Company's assets and business operations;
- C. The Purchaser has agreed to act as a stalking horse bidder in the SISP and the Company and Purchaser have agreed, with the consent of the Monitor, that the Transaction shall constitute a stalking horse bid in the SISP in accordance with the terms of the SISP and subject to Court approval; and
- D. Subject to the granting of the SISP Order, the designation of the Transaction as the Successful Bid pursuant to the SISP, the granting of the Approval and Reverse Vesting Order, and the other conditions set forth herein, the Company has agreed to issue from treasury and sell the Purchased Shares to the Purchaser, and the Purchaser has agreed to subscribe for and purchase the Purchased Shares, subject to and in accordance with the terms and conditions set forth in this Agreement and the CCAA Proceedings

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby acknowledge and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Unless something in the subject matter or context is inconsistent therewith, the following terms shall have the following meanings:

- 2 -

- (a) **"Affiliate"** has the meaning given to the term "affiliate" in the *Canada Business Corporations Act* (Canada).
- (b) **"Agreement"** means this subscription agreement, as may be further amended, amended and restated, or supplemented from time to time in accordance with the terms hereof.
- (c) **"Applicable Law"** means, in respect of any Person, property, transaction or event, any:
 - (i) domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order;
 - (ii) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, instruments or awards of any Governmental Authority; and
 - (iii) policies, practices, standards, guidelines and protocols having the force of law, that applies in whole or in part to such Person, property, transaction or event.
- (d) **"Approval and Reverse Vesting Order"** means an order by the Court, in form and substance satisfactory to the Purchaser, acting reasonably, among other things: (i) approving and authorizing this Agreement and the Transaction; (ii) vesting out of the Company all Excluded Assets, Excluded Contracts, and Excluded Liabilities and Discharging all Encumbrances affecting the Company, Retained Assets, and Purchased Shares, other than Permitted Encumbrances; (iii) authorizing and directing the Company to file the Articles of Reorganization and terminating and cancelling all Equity Interests of the Company, other than the Purchased Shares; and (iv) authorizing and directing the Company to issue the Purchased Shares to the Purchaser, free and clear of all Encumbrances affecting the Company, Retained Assets, and Purchased Shares, other than Permitted Encumbrances.
- (e) **"Articles of Reorganization"** means articles of reorganization in respect of the Company authorizing the issuance of the Purchased Shares and the cancellation of the Existing Shares for no consideration on Closing; such articles of reorganization to be in a form and substance satisfactory to the Purchaser and the Monitor.
- (f) **"Authorization"** means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs (including any zoning approval or building permit) or from any Person in connection with any easements, contractual rights or other matters.
- (g) **"Books and Records"** means: (i) all of Company's files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including financial, Tax and accounting books and records; (ii) the corporate records of the Company; (iii) all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including financial, Tax and accounting books and records used by, or in the possession of Company, including information, documents and records relating to the Retained Contracts, the Employees, customer lists, customer information and account records, sales records, computer files, data processing records, sales literature, advertising and marketing data and records, cost and pricing information, production reports and records, equipment logs, operating guides and manuals, credit records, records relating to present and former suppliers and

contractors, plans and projections and all other records, data and information stored electronically, digitally or on computer-related media.

- (h) **"Break Fee"** has the meaning set out in Section 5.2(c).
- (i) **"Business"** means the business conducted by Company, being the research, development, manufacturing and sale of medical devices, which business includes the ownership of patents and other intellectual property concerning such medical devices.
- (j) **"Business Day"** means a day on which banks are open for business in Halifax, Nova Scotia, but does not include a Saturday, Sunday or statutory holiday in the Province of Nova Scotia.
- (k) **"CCAA"** has the meaning set out in the recitals hereto.
- (l) **"CCAA Proceedings"** has the meaning set out in the recitals hereto.
- (m) **"Claims"** means any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in action or cause of action, suit, default, assessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person.
- (n) **"Closing"** means the closing and consummation of the Transaction.
- (o) **"Closing Amount"** has the meaning set out in Section 2.5.
- (p) **"Closing Date"** means the date that is five (5) Business Days after the date upon which the conditions set forth in ARTICLE 7 have been satisfied or waived, other than any conditions set forth in ARTICLE 7 that by their terms are to be satisfied or waived at the Closing (or such other earlier or later date as may be agreed by the Parties in writing).
- (q) **"Closing Time"** means 12:01 a.m. (Halifax time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing.
- (r) **"Contracts"** means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral, to which Company is a party or by which Company bound or in which the Company, or will at Closing have, any rights or by which any of its property or assets are or may be affected, including any Contracts in respect of Employees.
- (s) **"Court"** has the meaning set out in the recitals hereto.
- (t) **"Deposit"** has the meaning set out in Section 2.5.
- (u) **"Discharge"** means, in relation to any Encumbrance against any Person or upon any asset, undertaking or property, the full, final, irrevocable, complete and permanent waiver, release, discharge, cancellation, termination and extinguishment of such Encumbrance against such Person or upon such asset, undertaking or property and all proceeds thereof.
- (v) **"Effective Date"** has the meaning set out in the preamble hereto.

- (w) **"Employee"** means any individual who is employed by Company as of the Closing Date, whether on a full-time or a part-time basis and includes an employee on short term or long term disability leave.
- (x) **"Encumbrance"** means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered) and includes a security interest, mortgage, easement, adverse ownership interest, defect on title, condition, right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, hypothec, pledge, deposit by way of security, hypothecation, assignment, charge, security under sections 426 or 427 of the *Bank Act* (Canada), trust or deemed trust, voting trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive licence or sole licence, or any other right, option or Claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof, affecting the Company, the Purchased Shares or the Retained Assets.
- (y) **"ETA"** means the *Excise Tax Act* (Canada).
- (z) **"Equity Interests"** means any shares, stock, partnership, membership, joint venture, or other ownership or equity interest, participation or securities of any nature or kind of a Person, whether voting or non-voting, whether preferred, common or otherwise, whether convertible or otherwise, including any contract, plan, indenture, deed, certificate, debenture, convertible debenture or loan, subscription rights, conversion rights, preemptive rights, warrants, options (including stock option or share purchase or equivalent plans), share appreciations, contingent interests or similar rights, or other documents or instruments governing and/or having been created or granted in connection with any of the foregoing.
- (aa) **"Excluded Assets"** means: (i) all rights, covenants, obligations and benefits in favour of ResidualCo under this Agreement that survive Closing; and (ii) the properties, rights, assets and undertakings of the Company listed in Schedule 1.1(aa), as the same may be modified by the Purchaser no later than five (5) Business Days before the Closing Date in accordance with the terms hereof.
- (bb) **"Excluded Contracts"** means all Contracts and other agreements of Company that are not Retained Contracts and for greater certainty, includes those contracts and agreements which are listed on Schedule 1.1(bb), as the same may be modified by the Purchaser no later than five (5) Business Days before the Closing Date in accordance with the terms hereof.
- (cc) **"Excluded Liabilities"** has the meaning set out in Section 2.3(a).
- (dd) **"Governmental Authority"** means: (i) any court, tribunal, judicial body or arbitral body or arbitrator; (ii) any domestic or foreign government or supranational body or authority whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental body, governmental bureau, governmental department, governmental tribunal or governmental commission of any kind whatsoever; (iii) any subdivision or authority of any of the foregoing; (iv) any quasi-governmental or private body or public body exercising any regulatory, administrative, expropriation or taxing authority under or for the account of the foregoing; (v) any stock or securities exchange; and (vi) any public utility authority.

- (ee) **"HST"** means all goods and services tax and harmonized sales tax imposed under the ETA or otherwise under Applicable Law.
- (ff) **"Implementation Steps"** means the transactions, acts and events described in Schedule 1.1(ff), to be agreed upon by the Purchaser and Company, with the consent of the Monitor, each acting reasonably, at least [four (4) Business Days prior to the hearing of the Company's motion seeking the Approval and Reverse Vesting Order].
- (gg) **"ITA"** means the *Income Tax Act* (Canada).
- (hh) **"Initial Order"** has the meaning set out in the recitals hereto.
- (ii) **"Intellectual Property"** means all registered or unregistered trademarks, trade names, business names, designs, logos, identifying indicia and service marks, websites, all patents and inventions or any improvements, modifications or alterations thereof, and all copyrights, industrial designs and other industrial or intellectual property of, or pertaining to, or used exclusively in connection with the operation of the Business, and all registrations and applications relating thereto, and all licenses, agreements and other contracts and commitments relating to any of the foregoing but for certainty does not include open source software or software available to the general public through ordinary retail sales.
- (ij) **"Interim Period"** means the period from the Effective Date to the Closing Time.
- (kk) **"Liabilities"** means any and all debts (including intercompany debt), capital leases, liabilities, expenses, commitments and obligations of any kind, character or description, whether direct or indirect, fixed or unfixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or unasserted, known or unknown, disputed or undisputed, joint or several or solidary, secured or unsecured, determined, determinable or otherwise, whenever or however arising (including whether arising out of (i) any contract, or (ii) any tort based on negligence or strict liability) and whether or not the same would be required to be reflected in financial statements or disclosed in the notes thereto.
- (ll) **"Material Adverse Effect"** means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to: (a) the business, results of operations, condition (financial or otherwise) or assets of the Company; or (ii) prevent the ability of the Company to perform its obligations under, or to consummate the Transactions contemplated by, this Agreement.
- (mm) **"Monitor"** has the meaning set out in the recitals hereto.
- (nn) **"Monitor's Certificate"** means an executed certificate of the Monitor substantially in the form attached to the Approval and Reverse Vesting Order.
- (oo) **"Notice"** has the meaning set out in Section 9.3.
- (pp) **"Organizational Documents"** means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

- (qq) **"Outside Date"** means April 15, 2026, or such later date as the Parties may mutually agree.
- (rr) **"Parties"** means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and **"Parties"** means more than one of them.
- (ss) **"Permits and Licenses"** means the permits, licenses, Authorizations, approvals or other evidence of authority related to the Business and issued to, granted to, conferred upon, or otherwise created for the Company or relating to the Business, including: (i) those related to the Business, the Retained Assets, and the Retained Contracts; and (ii) the Authorizations set forth in Schedule 1.1(ss), as the same may be modified by the Purchaser no later than five (5) Business Days before the Closing Date in accordance with the terms hereof.
- (tt) **"Permitted Encumbrances"** means those Encumbrances related to the Retained Assets as set forth in Schedule 1.1(tt), as the same may be modified by the Purchaser prior to the granting of the Approval and Reverse Vesting Order in accordance with the terms hereof.
- (uu) **"Person"** means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.
- (vv) **"Purchase Price"** has the meaning set out in Section 2.4.
- (ww) **"ResidualCo"** means a corporation to be incorporated as a wholly-owned subsidiary of the Company to which the Excluded Assets, Excluded Contracts, and Excluded Liabilities will be transferred in accordance with the Implementation Steps.
- (xx) **"ResidualCo Shares"** means all of the issued and outstanding Equity Interests of ResidualCo.
- (yy) **"Retained Assets"** means: (i) all right, title and interest of the Company, if any, in all properties, rights, assets and undertakings of the Company including, without limitation, equipment, Retained Contracts, Permits and Licenses, Books and Records; and (ii) the non-exhaustive list of properties, rights, assets and undertakings set forth in Schedule 1.1(yy), in each case other than the Excluded Assets.
- (zz) **"Retained Contracts"** means the Contracts listed in Schedule 1.1(zz), as the same may be modified by the Purchaser no later than five (5) Business Days before the Closing Date in accordance with the terms hereof (and including as such Retained Contracts may be amended, restated, supplemented or otherwise modified from time to time).
- (aaa) **"Retained Liabilities"** means: (i) Liabilities specifically and expressly designated by the Purchaser as Retained Liabilities in Schedule 1.1(aaa), as the same may be modified by the Purchaser no later than five (5) Business Days before the Closing Date; and (ii) all Liabilities which relate to: (A) the Business under any Retained Contracts; and (B) any Permitted Encumbrances; in each case, to the extent forming part of the Retained Assets and solely in respect of the period, or arising out of events or circumstances that occurred, from and after the Closing Time (and not relating to any default, events, or circumstances existing prior to or as a consequence of Closing).

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- (bbb) “SISP” has the meaning set out in the recitals hereto.
- (ccc) “SISP Order” has the meaning set out in the recitals hereto.
- (ddd) “Successful Bid” has the meaning set out in the SISP.
- (eee) “Taxes” means, with respect to any Person, all supranational, national, federal, provincial, state local or other taxes, including but not limited to income taxes, capital gains taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, documentary taxes, sales taxes, use taxes, license taxes, excise taxes, environmental taxes, registration charges, land transfer taxes, conveyance fees, security interest filing or recording fees and any other similar or like taxes or charges, transfer taxes and fees, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, workers’ compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, or any other Tax arising from, or relating to, or in respect of the consummation of the Transaction, including in connection with the sale, transfer or registration of the transfer of any real property, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any Liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.
- (fff) “Transaction” means all of the transactions contemplated by this Agreement, including the transaction whereby the Purchaser will subscribe for and purchase the Purchased Shares and the Implementation Steps.
- (ggg) “Transaction Regulatory Approvals” means all consents, approvals, Authorizations, notifications or waivers from, and filings with approvals required from any Governmental Authority or under any Applicable Laws relating to the Business and operations of the Company that would be required to be obtained in order to permit the Company and the Purchaser to complete the Transactions and for the Company to carry on the Business following the Closing Date, including in respect of any Permits and Licenses.

1.2 Interpretation

For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Schedules mean the Articles and Sections of, and Schedules attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

1.3 Currency

All references in this Agreement to dollars, monetary amounts, or to \$, are expressed in Canadian currency unless otherwise specifically indicated.

1.4 Schedules & Amendments to Schedules

- (a) The following exhibits and schedules are attached hereto and incorporated in and form part of this Agreement:

Schedule 1.1(aa)	Excluded Assets
Schedule 1.1(bb)	Excluded Contracts
Schedule 1.1(ff)	Implementation Steps
Schedule 1.1(ss)	Permits and Licenses
Schedule 1.1(tt)	Permitted Encumbrances
Schedule 1.1(yy)	Retained Assets
Schedule 1.1(zz)	Retained Contracts
Schedule 1.1(aaa)	Retained Liabilities
Schedule 2.3(a)	Excluded Liabilities

- (b) The Parties acknowledge that as of the Effective Date, the Schedules are not complete. The Schedules may be amended or completed by the Purchaser on or before the applicable dates set forth herein.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale of the Purchased Shares

- (a) Subject to the terms and conditions of this Agreement, in accordance with the Implementation Steps and effective as of the Closing Time, the Company shall issue to the Purchaser, and the Purchaser shall subscribe for and purchase from the Company, free and clear of all Encumbrances (other than any Permitted Encumbrances), 10,000 newly issued common shares of the Company (the "**Purchased Shares**").
- (b) Pursuant to the Approval and Reverse Vesting Order and the Articles of Reorganization, and in accordance with the Implementation Steps, all Equity Interests of the Company outstanding as of the Closing Time other than the Purchased Shares shall be cancelled, without consideration, and the Purchased Shares issued to the Purchaser shall represent 100% of the outstanding Equity Interests of the Company following such cancellation and issuance.

- (c) For the avoidance of doubt, upon the Closing, following the issuance of the Purchased Shares and the completion of the Implementation Steps, the Company shall be wholly owned, directly or indirectly, by the Purchaser.

2.2 Retained Assets

On the Closing Date, the Company will retain, free and clear of any and all Encumbrances other than Permitted Encumbrances, all of the Retained Assets existing as of the date of this Agreement and any assets acquired by it up to and including Closing, including the Retained Contracts, Books and Records, but excluding the Excluded Assets which the Company will transfer to ResidualCo in accordance with Section 3.1 and the Approval and Reverse Vesting Order.

2.3 Excluded Liabilities

- (a) Save and except save and except for the Retained Liabilities, all debts, obligations, Liabilities, Encumbrances, indebtedness, Excluded Contracts, leases, agreements, undertakings, Claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise) of or against the Company, the Purchased Shares, or against, relating to or affecting any of the Retained Assets or Retained Contracts, or any Excluded Assets or Excluded Contracts, including, *inter alia*, the non-exhaustive list of Liabilities set forth in Schedule 2.3(a) (all of which are collectively referred to as the "Excluded Liabilities") shall be excluded and will no longer be binding on the Company, Purchased Shares (or the holders thereof), Retained Assets, Retained Contracts, Employees, Permits and Licenses or Books and Records following the Closing Time. Without limiting the foregoing, Excluded Liabilities includes: (i) any Claims that are not Retained Liabilities; and (ii) all Taxes owed or owing or accrued due by Company as of the Closing Time, including any Taxes related to debt forgiveness arising from or in connection with the consummation of the Transaction and the transfer of the Excluded Assets, Excluded Contracts, and Excluded Liabilities to ResidualCo.
- (b) Subject to the Implementation Steps and pursuant to the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to, vested in and assumed in full by ResidualCo in accordance with Section 3.2 and the Approval and Reverse Vesting Order.

2.4 Purchase Price

The purchase price payable by the Purchaser for the Purchased Shares shall be \$900,000.00 (the "Purchase Price").

2.5 Satisfaction of Purchase Price

The Purchaser shall pay the Purchase Price to the Monitor, for the benefit of the stakeholders of Company, as follows:

- (a) within two (2) Business Days of the Effective Date, the Purchaser shall pay to the Monitor a deposit in the amount of \$90,000.00 by wire transfer of immediately available funds, to be held in accordance with Section 2.6; and

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- (b) at Closing, the Purchaser shall pay to the Monitor the balance of the Purchase Price, being \$810,000 (the "Closing Amount"), by wire transfer of immediately available funds

2.6 Deposit

The Deposit shall be held by the Monitor in an interest-bearing trust account and shall be:

- (a) released on Closing, in partial satisfaction of the Purchase Price; or
- (b) if this Agreement is terminated:
 - (i) by the Company pursuant to Section 8.1(c)(i), then the Deposit shall be forfeited to the Company, as a genuine pre-estimate of liquidated damages, and will be retained by the Monitor, for the benefit of the stakeholders of Company, in full and final satisfaction of any and all claims it may have against the Purchaser; or
 - (ii) for any other reason, then the Deposit will be released and promptly paid to the Purchaser in full and final satisfaction of any and all claims it may have against the Company.

2.7 Monitor to hold Purchase Price

The Purchase Price shall be held by the Monitor for the benefit of the stakeholders of the Company, and any Claim against Company, the Purchased Shares or the Retained Assets shall continue to exist solely as against ResidualCo from and after Closing in accordance with the Implementation Steps and the Approval and Reverse Vesting Order.

ARTICLE 3 TRANSFER OF EXCLUDED ASSETS AND EXCLUDED LIABILITIES

3.1 Transfer of Excluded Assets and Excluded Contracts to ResidualCo

At Closing, Company shall retain all of the Retained Assets (including, for greater certainty, Retained Contracts), except for inventory or other assets sold or otherwise discarded in the ordinary course of business prior to Closing. The Retained Assets shall not include: (i) the Excluded Assets; (ii) the Excluded Contracts; which Company shall transfer to, and will be assumed by, ResidualCo in accordance with the Implementation Steps, or (iii) the Purchase Price held by the Monitor, and same shall be vested in ResidualCo pursuant to the Approval and Reverse Vesting Order.

3.2 Transfer of Excluded Liabilities to ResidualCo

- (a) At Closing, in accordance with the Implementation Steps and pursuant to the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to, vested in, and assumed by ResidualCo.
- (b) Notwithstanding any other provision of this Agreement, the Purchaser and Company shall not assume and shall have no liability for any of the Excluded Liabilities or any Liabilities related to any Excluded Asset or Excluded Contract, and all Excluded Liabilities and any Liabilities related to any Excluded Asset or Excluded Contract shall be fully and finally Discharged from Company, the

Purchased Shares and the Retained Assets as at and from and after the Closing Time, pursuant to the Approval and Reverse Vesting Order.

3.3 Tax Matters

Pursuant to the Implementation Steps and the Approval and Reverse Vesting Order, at the Closing Time, all Taxes owed or owing or accrued due by Company as of the Closing Time shall be transferred to, vested in and assumed by ResidualCo, including any Taxes related to debt forgiveness arising from or in connection with the consummation of the Transaction and the transfer of the Excluded Assets, Excluded Contracts, and Excluded Liabilities to ResidualCo. Any and all obligations and Liabilities arising from any audits or reassessments with respect to any Taxes that relate to a time period occurring, or facts arising, prior to the Closing Time, regardless of when such audit was commenced or completed, shall be transferred to, assumed by, and vest in ResidualCo.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Company

The Company hereby represents and warrants as of the date hereof and as of the Closing Time as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing their obligations hereunder:

- (a) Incorporation and Status. The Company is a corporation incorporated and existing under the *Canada Business Corporations Act* (Canada). The Company is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and, subject to obtaining of the Approval and Reverse Vesting Order in respect of the matters to be approved therein, performance by the Company of this Agreement has been authorized by all necessary corporate action on the part of the Company.
- (c) No Conflict. The execution, delivery and performance by the Company of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Company or Applicable Laws.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, subject only to obtaining the Approval and Reverse Vesting Order.
- (e) Proceedings. There are no proceedings pending against the Company or, to the knowledge of the Company, threatened, with respect to, or in any manner affecting, title to the Purchased Shares or the Retained Assets, or which would reasonably be expected to enjoin, delay, restrict or prohibit the issuance and transfer of all or any part of the Purchased Shares or the Retained Assets or the Closing of the Transaction as contemplated by this Agreement, or which would

reasonably be expected to delay, restrict or prevent the Company from fulfilling any of its obligations set forth in this Agreement.

- (f) No Consents or Authorizations. Subject only to obtaining the Approval and Reverse Vesting Order and Transaction Regulatory Approvals, the Company does not require any consent, approval, waiver or other Authorization from any Governmental Authority or any other Person, as a condition to the lawful completion of the Transaction.
- (g) Permits and Licenses. The Permits and Licenses are in good standing and no material default has occurred under any such Permits and Licenses that remains unremedied. To the knowledge of the Company, no Governmental Authority whose consent is not required to the Transaction has objected to the completion of the Transaction or indicated that such Permits and Licenses will not remain in full force and effect following completion of the Transaction.
- (h) Intellectual Property. The Company has taken all reasonable steps to maintain all material Intellectual Property that is owned or held for use by the Company, and the Company has paid all fees and made all filings required to maintain the Company's ownership thereof.
- (i) Residency. Neither the Company nor ResidualCo are a non-resident of Canada for purposes of the ITA.
- (j) No Subsidiaries. The Company does not own, or have any interest in any shares or Equity Interests, or another ownership interest, in any other Person, other than Spring Loaded Technology US Inc.

4.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of the Company as of the date hereof and as of the Closing Time as follows, and acknowledges that the Company is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Incorporation and Status. The Purchaser is a company incorporated and existing under the *Companies Act* (Canada). The Purchaser is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action on the part of the Purchaser.
- (c) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser or Applicable Laws.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of

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the Purchaser, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.

- (e) Proceedings. There are no proceedings pending, or to the knowledge of the Purchaser, threatened, against the Purchaser before any Governmental Authority, which prohibit or seek to enjoin delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Purchaser from fulfilling any of its obligations set forth in this Agreement.
- (f) HST Registrant. The Purchaser is, or will be on the Closing Date, an HST registrant.

4.3 Survival; As is, Where is

- (a) The representations and warranties of the Company and Purchaser shall survive the Closing Time on the Closing Date provided, however, that the Purchaser's recourse for any breach or inaccuracy of such representations and warranties shall be against ResidualCo.
- (b) The Purchaser acknowledges, agrees and confirms that, at the Closing Time, the Purchased Shares (for clarity, together with the Retained Assets) shall be sold, issued and delivered to the Purchaser on an "as is, where is" basis, subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, no representation, warranty or condition is expressed or can be implied as to title, Encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever including with respect to the Permits and Licenses, Purchased Shares or the Retained Assets.

ARTICLE 5 COVENANTS

5.1 Closing Date

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing on or before the Outside Date.

5.2 SISP

- (a) As soon as practicable after the execution and delivery of this Agreement, the Monitor shall serve and file with the Court a motion for the issuance of the SISP Order and approval of the SISP, each of which (including the sale procedures approved by the SISP Order) shall be in a form and substance satisfactory to the Purchaser, acting reasonably.
- (b) The Monitor shall conduct the SISP with the assistance of the Company in accordance with the SISP Order, and shall not seek any amendment or modification to the SISP and SISP Order except as may be permitted under the SISP or SISP Order, or without the prior consent of the Purchaser or further order of the Court.

- (c) In consideration for the Purchaser's expenditure of time and money and agreement to act as the initial bidder through the SISP, and the preparation of this Agreement, and subject to Court approval, the Purchaser shall be entitled to an expense reimbursement fee in the amount of a maximum of \$90,000 (exclusive of HST, if any) (the "Break Fee") payable by the Company to the Purchaser only in the event that a successful bid other than the Purchaser's bid contemplated by this Agreement is accepted by the Company and/or Monitor, approved by the Court and completed. The payment of the foregoing amounts shall be approved in the SISP Order and payable to the Purchaser out of the sale proceeds derived from and upon completion of the winning bid. The Purchaser and Company acknowledge and agree that the foregoing amounts represent a fair and reasonable estimate of the expenses that will be incurred by the Purchaser as a result of preparing for and entering into this Agreement, and are not intended to be punitive in nature nor to discourage competitive bidding for the business and assets of the Company. For certainty, the Break Fee does not form part of the Purchase Price.

5.3 Motion for Approval and Reverse Vesting Order

- (a) As soon as practicable after the selection of this Agreement as the Successful Bid in the SISP, the Monitor shall serve and file with the Court a motion for the issuance of the Approval and Reverse Vesting Order, seeking relief that will, *inter alia*, approve this Agreement and the Transaction. The Monitor shall use its best efforts to seek the issuance and entry of the Approval and Reverse Vesting Order and the Purchaser shall cooperate with the Company in its efforts to obtain the issuance and entry of the Approval and Reverse Vesting Order.
- (b) Each of the Approval and Reverse Vesting Order and the motion materials seeking the Approval and Reverse Vesting Order shall be in form and substance satisfactory to the Purchaser, acting reasonably. The Monitor will provide to the Purchaser a reasonable opportunity to review a draft of the Approval and Reverse Vesting Order and motion materials to be served and filed with the Court, it being acknowledged that such motion materials should be served as promptly as reasonably possible following the selection of a Successful Bid in the SISP, and will serve such materials on the current service list and on such other interested parties, and in such manner, as the Purchaser may reasonably require.

5.4 Interim Period

- (a) During the Interim Period, except as otherwise expressly contemplated or permitted by this Agreement (including the Approval and Reverse Vesting Order and the Implementation Steps) or any order granted by the Court in the CCAA Proceedings, or as consented to by the Monitor, the Company shall be permitted to operate ordinary course of Business and consistent with past practices.
- (b) During the Interim Period, under the supervision of the Monitor and and subject to the terms of the SISP, the Company shall give, or cause to be given, to the Purchaser, and its representatives, reasonable access during normal business hours to the Retained Assets, including the Books and Records, to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the Business and the Retained Assets as the Purchaser reasonably

deems necessary or desirable to further familiarize itself with the Business and the Retained Assets. Without limiting the generality of the foregoing: (i) the Purchaser and its representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; and (ii) the Purchaser and its representatives shall be permitted to contact and discuss the Transactions contemplated herein with Governmental Authorities and Company's customers and contractual counterparties.

5.5 Insurance Matters

During the Interim Period, the Company shall keep in full force and effect all insurance policies existing on the Effective Date and give any notice or present any claim under any such insurance policies consistent with past practice in the ordinary course of business.

5.6 Transaction Regulatory Approvals and Consents

- (a) Each of the Parties shall use its commercially reasonable efforts to: (i) take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under any Applicable Law or otherwise to consummate and make effective the Transaction; (ii) obtain any consents, approvals or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transaction, including the Transaction Regulatory Approvals; and (iii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the Parties, with respect to this Agreement and the Transaction required under any Applicable Law.
- (b) The Parties shall use reasonable efforts to cooperate and consult with each other in connection with the making of any such filings and notices, including providing copies of all such documents to the non-filing Party and its advisors within a reasonable period of time prior to filing or the giving of notice. Each Party shall pay for its own filing fees and other charges arising out of the actions taken under this Section 5.6.

5.7 Employee Matters

The Purchaser agrees that the Company will continue to employ the Employees from and after Closing on substantially the same terms and conditions as they currently enjoy.

5.8 ResidualCo

On the Closing Date, the Company shall convey the ResidualCo Shares to the Monitor to hold such shares as agent and bare trustee on behalf of the shareholders of the Company immediately prior to the Closing. The Monitor shall have no obligation or duties to take any actions, steps or otherwise in respect of the ResidualCo Shares.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing

Closing shall take place on the Closing Date, effective as of the Closing Time, electronically (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format, in accordance with the Implementation Steps.

6.2 Implementation Steps

- (a) The specific mechanism for implementing the Closing, and the structure of the Transactions shall be structured in a tax efficient manner mutually agreed upon by the Parties, each acting reasonably.
- (b) On or prior to the Closing Date, subject to the terms of the Approval and Reverse Vesting Order, the Company shall effect, and Closing shall take place in accordance with, the Implementation Steps.
- (c) The Implementation Steps shall occur, and be deemed to have occurred, in the order and manner to be set out in Schedule 1.1(ff) at such date and time as specified therein, if any.

6.3 Closing Deliveries of the Company

At or before the Closing Time, the Company shall deliver or cause to be delivered to the Purchaser the following:

- (a) a copy of the SISP Order;
- (b) a copy of the Approval and Reverse Vesting Order;
- (c) confirmation of the incorporation and organization of ResidualCo in accordance with the terms hereof;
- (d) evidence of the filing of the Articles of Reorganization;
- (e) certificate(s) representing the Purchased Shares;
- (f) a certificate of an officer of the Company, dated as of the Closing Date, confirming that all of the representations and warranties contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Company has performed in all material respects the covenants to be performed by it prior to the Closing Time;
- (g) evidence of all Transaction Regulatory Approvals, such that the applicable Permits and Licenses will be valid and in good standing immediately following Closing;
- (h) the Books and Records;

- (i) all keys, usernames and passwords, domain names, codes, account numbers and other hardware and information necessary for the Company to continue its operation of the Retained Assets following Closing; and
- (j) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.4 Closing Deliveries of the Purchaser

At or before the Closing, the Purchaser shall deliver or cause to be delivered to the Company (or to the Monitor, as applicable), the following:

- (a) the Closing Amount in accordance with Section 2.5;
- (b) a certificate of an officer of the Purchaser dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all material respects the covenants to be performed by them prior to the Closing Time; and
- (c) such other agreements, documents and instruments as may be reasonably required by the Company to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.5 Monitor's Certificate

- (a) When all conditions to Closing set out in ARTICLE 7 have been satisfied and/or waived by the Company or the Purchaser, as applicable, the Company and the Purchaser, or their respective counsel, shall each deliver to the Monitor written confirmation, in form and substance satisfactory to the Monitor, that all conditions to Closing have been satisfied and/or waived, subject to the issuance and delivery of the Monitor's Certificate to the Purchaser (in accordance with the Approval and Reverse Vesting Order). Upon receipt of such written confirmation the Monitor shall:
 - (i) issue forthwith its Monitor's Certificate concurrently to the Company and the Purchaser, at which time the Implementation Steps will be deemed to have commenced (provided, for greater certainty, that any Implementation Steps contemplated or required to occur prior to Closing shall have occurred or shall be deemed to have occurred prior to Closing) and be completed in the order set out in the Implementation Steps and Closing will be deemed to have occurred; and
 - (ii) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Company and the Purchaser).
- (b) The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving written confirmation from the Company and the Purchaser, or their respective counsel, that all conditions of Closing in

favour of such Party have been satisfied or waived (subject to the issuance and delivery of the Monitor's Certificate), and the Monitor shall have no liability to the Parties in connection therewith.

6.6 Simultaneous Transactions

All actions taken and transactions consummated at the Closing shall be deemed to have occurred in the manner and sequence set forth in the Implementation Steps and the Approval and Reverse Vesting Order (subject to the terms of any escrow agreement or arrangement among the Parties relating to the Closing), and no such transaction shall be considered consummated unless all are consummated.

ARTICLE 7 CONDITIONS PRECEDENT

7.1 Conditions Precedent in favour of the Parties

The obligation of the Parties to complete the Transaction is subject to the following conditions being satisfied on or prior to the Closing Date:

- (a) SISP Order. The Court shall have issued and entered the SISP Order, which SISP Order shall not have been stayed, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.
- (b) Successful Bid. This Agreement shall have been designated as the Successful Bid in accordance with the terms of the SISP.
- (c) Approval and Reverse Vesting Order. The Court shall have issued and entered the Approval and Reverse Vesting Order, which Approval and Reverse Vesting Order shall not have been stayed, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.
- (d) Transaction Regulatory Approvals. The Parties shall have received the required Transaction Regulatory Approvals, and all such Transaction Regulatory Approvals shall be in full force and effect, except for Transaction Regulatory Approvals that need not be in full force and effect prior to Closing.
- (e) No Violation of Orders or Law. No Applicable Law and no judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise be in effect that restrains or prohibits the completion of the Transaction.
- (f) No Proceedings. No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction.

The foregoing conditions are for the mutual benefit of the Parties and may be waived by the Purchaser and the Company, in whole or in part, without prejudice to any of their rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser or the Company only if made in writing.

7.2 Conditions Precedent in favour of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being satisfied, on or prior to the Closing Date:

- (a) Implementation Steps. The Implementation Steps that are required to be completed prior to Closing shall have been completed in the order and in the timeframes contemplated hereunder, in a form and substance acceptable to the Purchaser, acting reasonably.
- (b) Deliverables of the Company. The Company shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the deliverables contemplated in Section 6.3.
- (c) Truth of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects as of the Closing Date.
- (d) Performance of Covenants. The Company shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by it on or before the Closing Date.
- (e) Material Adverse Effect. No Material Adverse Effect shall have occurred since the Effective Date.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 7.2 may be waived by the Purchaser in whole or in part, without prejudice to any of their rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

7.3 Conditions Precedent in favour of the Company

The obligation of the Company to complete the Transaction is subject to the following conditions being satisfied on or prior to the Closing Date:

- (a) Deliverables of the Purchaser. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Company at the Closing all the documents and payments contemplated in Section 6.4.
- (b) Truth of Representations and Warranties. Each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects as of the Closing Date.
- (c) Performance of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

The foregoing conditions are for the exclusive benefit of the Company. Any condition in this Section 7.3 may be waived by the Company in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Company only if made in writing.

ARTICLE 8 TERMINATION

8.1 Grounds for Termination

This Agreement may be terminated on or prior to the Closing Date:

- (a) by the mutual written agreement of the Company (with the consent of the Monitor) and the Purchaser;
- (b) by the Purchaser by written notice to the Company if:
 - (i) the Purchaser is not then in material breach of any provision of this Agreement, and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Company under this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE 7 and such breach, inaccuracy or failure has not been cured by the Company within 10 days of the Company's receipt of written notice of such breach from the Purchaser; or
 - (ii) any of the conditions set forth in Section 7.1 or 7.2 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by the Outside Date, unless such failure shall be due to the failure of the Purchaser to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing; or
- (c) by the Company (with the consent of the Monitor) by written notice to the Purchaser if:
 - (i) the Company is not then in material breach of any provision of this Agreement, and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Purchaser under this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE 7 and such breach, inaccuracy or failure has not been cured by Purchaser within 10 days of the Purchaser's receipt of written notice of such breach from Company; or
 - (ii) any of the conditions set forth in Section 7.1 or 7.3 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by the Outside Date, unless such failure shall be due to the failure of the Company to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing

8.2 Effect of Termination.

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder, except:

- (a) for the provisions of ARTICLE 9 shall survive;

- (b) the Deposit shall be payable in accordance with Section 2.6(b); and
- (c) that nothing herein shall relieve any party hereto from liability for any wilful breach of any provision hereof.

ARTICLE 9 GENERAL

9.1 Expenses

Except as otherwise expressly provided herein, all costs and expenses, including fees, disbursements and charges of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses, whether or not the Closing shall have occurred.

9.2 Access to Books and Records

For a period of two (2) years from the Closing Date or for such longer period as may be required to comply with Applicable Law, the Purchaser will retain all original Books and Records that are transferred to the Purchaser under this Agreement, but the Purchaser shall not be responsible or liable for any accidental loss or destruction of, or damage to, any such Books and Records. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Purchaser shall make such Books and Records, as well as electronic copies of such books and records (to the extent such electronic copies exist), available to the Monitor and the Company (and any representative, agent, former director or officer or trustee in bankruptcy of the estate of the Company) at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.

9.3 Notice

Any notice, waiver, determination or other communication required or permitted to be given under this Agreement (a "Notice") must be in writing and sent in one of the following ways to the applicable address set out below:

- (a) delivered personally to the applicable party at the address set out below (a personally delivered Notice will be deemed to be received by the addressee when actually delivered);
- (b) by facsimile or electronic transmission to the address for the applicable party set out below (any Notice so given will be deemed to have been received on the day of transmission if it is a business day and the Notice was transmitted prior to 5:00 p.m. (local time in place of receipt) on such day. Otherwise, such Notice will be deemed to have been given and received on the following business day);
- (c) delivered by a prepaid courier service at the address set out below (such a Notice will be deemed to be received by the addressee when actually delivered); or
- (d) sent by registered mail, postage prepaid, to the applicable party (Notices so sent will be deemed to have been received by the addressee on the third business day following the date of mailing), except that in the event of an actual or

- 22 -

threatened postal strike or other labour disruption that may affect the mail service of the parties. Notices will not be mailed.

Notices must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this section):

If to the Company: Spring Loaded Technology Incorporated
50 Raddall Avenue, Unit 8
Dartmouth NS B3B 1T2
Email: JOE@SPRINGLOADEDTECH.COM
Attention: [JOE ELLSMERE](#)

with a copy to
(which shall not
constitute notice): O'Keefe & Sullivan
Suite 202, Purdy's Wharf II
1969 Upper Water St.
Halifax NS B3J 3R
Email: Darren O'Keefe
Attention: dokeefe@okeefesullivan.com

If to Purchaser: 4782489 Nova Scotia Limited
1741 Lower Water Street, Suite 600
Halifax NS B3J 0J2
Email: mark@goldharinc.com; boss@wenovaventures.com
Attention: Mark Goldhar; Yicheng Wen

with a copy to
(which shall not
constitute notice): Stewart McKelvey
1741 Lower Water Street, Suite 600
Halifax NS B3J 0J2
Email: rbaker@stewartmckelvey.com
Attention: Ryan Baker

A copy of all notices
shall be sent to: Grant Thornton Limited
1675 Grafton Street, Suite 1000
Halifax NS B3J 0E9
Email: Liam.Murphy@doane.gt.ca
Attention: Liam Murphy

with a copy to: Reconstruct LLP
80 Richmond Street West, Suite 1700
Toronto ON M5H 2A4
Email: skour@reconllp.com

Attention: Sharon Kour

9.4 Public Announcements

The Company shall be entitled to disclose this Agreement to the Court and parties in interest in the CCAA Proceedings, other than any information which the Purchaser advises the Company in writing as being confidential, and this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings. Other than as provided in the preceding sentences or statements made in Court (or in pleadings filed therein), the Purchaser shall not issue (prior to or after the Closing) any press release or make any public statement or public communication with respect to this Agreement or the Transactions contemplated hereby without the prior consent of the Company, which shall not be unreasonably withheld or delayed.

9.5 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

9.6 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, including for greater certainty, ResidualCo, provided that no consent, waiver or agreement of ResidualCo shall be required for any amendment of this Agreement.

9.7 Entire Agreement

This Agreement and the attached Schedules hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by the Company and the Purchaser.

9.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with the Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

9.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court in the CCAA Proceedings, and any appellate courts of the Province of Nova Scotia therefrom.

9.10 Assignment

- (a) The Purchaser may assign its rights under this Agreement prior to Closing, in whole or in part, without the prior written consent of the Company or the Monitor, provided that: (i) the Purchaser provides prior notice of such assignment to the Company and the Monitor; (ii) such assignee agrees to be bound by the terms of this Agreement to the extent of the assignment; and (iii) no assignment shall relieve the Purchaser of any of its obligations hereunder which the Purchaser shall remain primarily liable therefore.
- (b) Except as specifically contemplated herein as it relates to ResidualCo, this Agreement may not be assigned by the Company without the consent of the Monitor.

9.11 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

9.12 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

9.13 Amendment and Waiver

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement (including the Schedules hereto) shall be binding unless executed in writing by all Parties hereto, and provided that such amendment is consented to by the Monitor. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

9.14 Monitor's Capacity

In addition to all of the protections granted to the Monitor under the CCAA Proceedings or any order of the Court in this CCAA Proceedings, the Company and the Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Company and not in its personal capacity, and the Monitor and its directors, officers, employees, agents, advisors, lawyers and successors and assigns will have no Liability, whether in its capacity as Monitor, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever.

9.15 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

**SPRING LOADED TECHNOLOGY
INCORPORATED**

Per:



Name: JOE ELLSMERE

Title: CEO

I have the authority to bind the corporation

4782489 NOVA SCOTIA LIMITED

Per:

Signed by:



Name: Mark Goldhar

Title: Secretary

I have the authority to bind the corporation

SCHEDULE 1.1(aa)
Excluded Assets

Each of the following:

1. All shares or other Equity Interests of Spring Loaded Technology US Inc.
2. All Excluded Contracts.

SCHEDULE 1.1(bb)
Excluded Contracts

Each of the following:

1. All Contracts for borrowed money.
2. All Contracts involving repayable contributions and no further funding to the Company.
3. All guarantees or sureties of the Company.
4. All Contracts for Excluded Liabilities.

**SCHEDULE 1.1(ff)
Implementation Steps**

[To be completed]

SCHEDULE 1.1(ss)
Permits and Licenses

Each of the following:

1. Health Canada Class 1 Manufacture and Importer License (MDEL).
2. U.S. Food and Drug Administration (FDA) Registration.
3. UK Medicines and Healthcare products Regulatory Agency (MHRA) Registration.

SCHEDULE 1.1(tt)
Permitted Encumbrances

None.

SCHEDULE 1.1(yy)
Retained Assets

Each of the following:

1. All cash and cash equivalents.
2. All accounts receivable.
3. All tax attributes and associated receivables, including:
 - a. HST/GST returns, SR&ED input tax credits (ITCs), and carryforward input tax credits (ITCs);
 - b. carryforward non-capital losses; and
 - c. any net operating loss, net capital loss, investment tax credit, foreign tax credit, charitable deduction or any other credit or tax attribute that could be carried forward or back to reduce Taxes (including deductions and credits relating to alternative minimum Taxes).
4. Physical equipment, property and inventory.
5. Corporate records.
6. All Intellectual Property, whether registered or unregistered, and including all
 - a. patents and patent applications (domestic and foreign);
 - b. trade secrets, know-how, inventions, designs, processes, formulas, and proprietary information; and
 - c. copyrights, trademarks, service marks, and related goodwill.
7. All customer lists, customer data, and customer-related information.
8. All Permits and Licenses, rights, and claims related thereto.
9. All Retained Contracts.
10. All documentation, source materials, and records related to the foregoing.

SCHEDULE 1.1(zz)
Retained Contracts

Each of the following:

1. All customer contracts, including:
 - a. supply contracts with US Veterans Affairs, and Canadian Veterans Affairs; and
 - b. independent sales representative contracts and distribution agreements (including GE Consultants Medicaux, Inc, and Medi UK).
2. All employment agreements and Contracts.
3. All third-party agreements with respect to employee benefit plans.
4. All insurance policies of the Company.
5. Any Contracts in respect of the Company's bank accounts and credit cards.
6. Software licenses (including Toolkit 3D, Rhinoceros 3D, and Autodesk Fusion360).
7. All Contracts relating to Retained Assets (other than those specified as Excluded Contracts).
8. All other Contracts that are not Excluded Contracts.

SCHEDULE 1.1(zz)
Retained Liabilities

Each of the following:

1. Accounts payable with:
 - a. Designfusion;
 - b. Action O&P, Inc.;
 - c. Click Medical, LLC; and
 - d. Flextech, Inc.
2. Accrued sale commissions liabilities payable to the Company's inside sales team and independent sales representative partners.
3. Accrued vacation pay liabilities for the current, and prior years.

SCHEDULE 2.3(a)
Excluded Liabilities

Each of the following:

1. All indebtedness and Liabilities for borrowed money, including any indebtedness and Liabilities due to:
 - a. Business Development Bank of Canada;
 - b. BDC Capital Inc.;
 - c. Invest Nova Scotia (formally Nova Scotia Innovation Corporation);
 - d. Consortium MedTeq;
 - e. Atlantic Canada Regional Venture Fund Limited Partnership (Build Ventures);
 - f. Wilsang Corporation;
 - g. Cedar Point Business Solutions Inc.;
 - h. Joe Ellsmere;
 - i. Ben Ross;
 - j. Helen Steer;
 - k. Wenova Ventures Limited;
 - l. 3323381 Nova Scotia Limited;
 - m. Any other holder of a debenture issued by the Company; and
 - n. Atlantic Canada Opportunities Agency.
2. All indebtedness and Liabilities in respect of Canada Emergency Business Account (CEBA) loans.
3. All indebtedness and Liabilities under repayable contributions and other debt-like arrangements that will not provide further funding to the Company.
4. All Claims against the Company.
5. All Liabilities relating to or under the Excluded Assets and/or Excluded Contracts.
6. All Liabilities relating to, or arising from the termination or cancellation of, any Equity Interests (other than the Purchased Shares).
7. Any and all Liabilities pertaining to the administration of the CCAA Proceedings including, without limitation, under any Court ordered charge granted therein.
8. Any and all Liabilities relating to any change of control provision that may arise in connection with the change of control contemplated by the Transaction and to which the Company may be bound as at the Closing Time.
9. Any and all Liabilities that are not Retained Liabilities.

Appendix B

Solicitation Letter

Spring Loaded Technology Inc.

Opportunity overview

February 2026

Pursuant to an order issued by the Supreme Court of Nova Scotia in Bankruptcy and Insolvency ("Court") dated January 26, 2026, Spring Loaded Technology Incorporated ("SLT" or the "Company") was granted creditor protection under the Companies Creditors Arrangement Act, R.S.C. 1985, c. C-36 ("CCAA"). The Company is a Dartmouth NS based manufacturer and developer of assistive orthopedic knee braces with patented, spring-loaded technology. By order of the Court, the Monitor is exclusively authorized to carry out a stalking horse sales and investment solicitation process ("SISP") in respect of the Company and its assets.

Key opportunity features



Established product, growing market

Opportunity to invest in a proven team behind a world-class patented product, positioned to scale in the growing USD \$1.4 billion global knee brace market



5 registered global patents

SLT has a robust patent portfolio and has identified divisional pathways to broaden product streams, enhance gross margin and capture organic growth.



Identified market gap

There exists a treatment gap in the global knee brace market to which SLT's product have a competitive advantage. Additional capital is required to achieve targeted growth and market penetration.



International Sales Channels

SLT is a Health Canada registered class 1 medical device manufacturer and holds FDA and UKCA authorization for custom bracing across CAN, US and EU sales channels.



Process milestones

- **February 9, 2025:** SISP Launch Date
- **February 24, 2026:** Phase 1 Non-binding LOI Bid Deadline
- **March 12, 2026:** Phase 2 Binding Bid Deadline
- **March 13, 2026:** Notification of Auction (if applicable)
- **March 18, 2026:** Auction (if applicable)
- **March 19, 2026:** Selection of Successful Bid
- **Sale approval hearing:** As soon as reasonably practical following the selection of the Successful Bid

Detailed SISP procedures ("SISP Procedures"), including the current Stalking Horse Agreement, are available on the Monitor's website:

www.DoaneGrantThornton.ca/Springloaded

Next steps

A detailed Confidential Information Memorandum ("CIM") has been prepared and is available to those qualified parties having executed an NDA and confirmed agreement to the SISP Procedures. All enquiries must be directed exclusively to the Monitor; please contact Ben.Chisholm@doane.gt.ca

Bidding requirements

Key bidding features of the SISP include:

- A Stalking Horse offer has been accepted by the Company for SLT; all Bids in the SISP must offer greater value to creditors and stakeholders than the Stalking Horse.
- Interested parties must submit non-binding LOI's to the Monitor prior to the Phase 1 Bid Deadline of **February 24, 2026**, pursuant to the SISP Procedures.
- Binding Bids in the SISP that comply with SISP Procedures are due by **March 12, 2026**.
- Qualified Bids will include:
 - Purchase price in an amount that is at least \$1,100,000
 - A redline to the Stalking Horse Agreement
 - Is accompanied by a cash deposit of 10%, paid to the Monitor in trust by wire transfer
 - Bids submitted are on an "as is, where is" basis with Qualified Bidders having acknowledged conducting their own due diligence prior to submission of a bid.

Corey Hines (CPA, CIRP, LIT)

Senior Manager

T +1 902 399 6319

E Corey.Hines@doane.gt.ca

Ben Chisholm (CPA)

Senior Associate

T +1 902 324 1320

E Ben.Chisholm@doane.gt.ca



doanegrantthornton.ca

Notice

This document has been prepared from the Company's available books and records and from information obtained from external sources, none of which have been independently verified. This document and the contents of it do not, and are not intended to, constitute an offer for sale or an invitation to treat offers to purchase any Company, its shares, other securities or assets. For the avoidance of doubt there is no intention to create a legal relationship and such relationship will not come into existence unless and until a formal written contract has been entered into. The information herein has been provided to Grant Thornton Limited by the Company and the contents are not to be relied upon by potential purchasers as an inducement to enter a formal purchase contract. All enquirers or prospective purchasers must carry out their own due diligence in respect of the matters referred to and satisfy themselves as to the accuracy of all matters. While every care is taken in the preparation of this document and the information contained in it, we hereby give you notice that we cannot and do not accept any responsibility and / or liability for any loss or damage of whatsoever nature that may occur by reliance on it and howsoever arising. Any disputes or claim arising under or in connection with this document shall be subject to the non-exclusive jurisdictions of the Courts of the province of Nova Scotia, Canada. Grant Thornton Limited is acting solely in its capacity as Monitor of Spring Loaded Technology Inc. and not in its personal or corporate capacity.

Appendix C

SISP Advertisement: All Atlantic

allBUSINESS

ONLINE NEWS GROUP

PO Box 2621 Halifax NS B3J 3P7 Phone: 902-431-9540 or 1-877-431-9540

Advertising Performance Report

Date: February 27 2026

Company: Grant Thornton Limited

Campaign: Spring Loaded (Feb 9

Desktop Site Statistics:

allNovaScotia Impressions from 2026-02-09 to 2026-02-23	
Total Users ¹	19991
Total Sessions ²	26870
Total Page Views ³	205828

allNewfoundLand Impressions from 2026-02-09 to 2026-02-23	
Total Users ¹	5754
Total Sessions ²	7383
Total Page Views ³	7631

allNewBrunswick Impressions from 2026-02-09 to 2026-02-23	
Total Users ¹	2268
Total Sessions ²	2781
Total Page Views ³	16079

Mobile App Statistics:

Mobile App Impressions from 2026-02-09 to 2026-02-23	
Total Users ¹	38703
Total Sessions ²	53178
Total Page Views ³	556238

Grand Total:

Total Impressions from 2026-02-09 to 2026-02-23	
Total Users ¹	66716
Total Sessions ²	90212
Total Page Views ³	785776

¹**Total Users:** The sum of the total paying users across all of your booked days.

²**Total Sessions:** The sum of the total sessions across all of your booked days.

³**Total Page Views:** The sum of the total page views across all of your booked days.

For your recent ad that ran between 2026-02-09 and 2026-02-23 we are happy to report the following average statistics.

The following ad appeared for 12 seconds at least once every four minutes on the desktop site and the mobile app on the days it ran.

The ad was served to allNovaScotia's 14,000 paying subscribers.

The ad was served to allNewBrunswick's over 1,800 paying subscribers.

The ad was served to allNewfoundlandLabrador's 3,800 paying subscribers.

Images:

A graphic with a purple background. At the top, the title "Medical Device Company Opportunity" is written in white. Below it, a yellow box contains the text "Grant Thornton Limited is soliciting offers for the sale, or investment in, Spring Loaded Technology Inc." in black. Underneath the yellow box, a white rounded rectangle contains a bulleted list of three items: "Clinically proven product with the opportunity for organic growth", "Globally registered patents", and "Authorization and registration with Health Canada, FDA and UKCA". Below the white box, a teal rounded rectangle contains the text "Initial Bid Deadline: February 24, 2026" in white. In the bottom right corner, the Doane Grant Thornton logo is displayed, consisting of a circular icon and the company name.

Medical Device Company Opportunity

Grant Thornton Limited is soliciting offers for the sale, or investment in, Spring Loaded Technology Inc.

- Clinically proven product with the opportunity for organic growth
- Globally registered patents
- Authorization and registration with Health Canada, FDA and UKCA

Initial Bid Deadline: February 24, 2026

 Doane Grant Thornton

Appendix D

SISP Advertisement: Insolvency Insider

Spring-Loaded Technology Incorporated - SISP

Grant Thornton Limited, in its capacity as Monitor in the CCAA proceedings of **Spring-Loaded Technology Incorporated ("SLT")**, is carrying out a sales and investment solicitation process for binding bids for a refinancing, sale or other strategic investment or transaction of SLT's business, assets and/or equity.

SLT is a Dartmouth, NS-based manufacturer and developer of assistive orthopedic knee braces with patented, spring-loaded technology. SLT is a Health Canada registered class 1 medical device manufacturer and holds FDA and UKCA authorization for custom bracing. Holding four registered global patents and within the application process for an additional patent, SLT bionic knee brace is a proven product with demonstrated clinical benefits. Having recently achieved break-even EBITDA, SLT's business is well positioned to grow its market share and expand its operations. SLT's knee braces are sold across 10 Canadian provinces and through international distribution channels in the US and UK. SLT presents the opportunity to invest in a world-class patented product with the potential for future revenue and earnings growth via capital investment, divisional patent pathways, and organic growth in new markets.

Deadline to submit non-binding LOI's: February 24, 2026

Please contact the representative of the Monitor Ben Chisholm (Ben.Chisholm@doane.gt.ca) for more information.

Further information on the SISP and CCAA proceedings is available on the Monitor's website found here: www.DoaneGrantThornton.ca/SpringLoaded



Update your email preferences or unsubscribe [here](#)

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8 Beaumont Drive
Ajax, Ontario L1T1R9, Canada

Toys “R” Us Canada files for CCAA protection; A comeback for Crystallex?

From Insolvency Insider <editor@insolvencyinsider.ca>

Date Mon 2026-02-09 8:01 AM

To Chisholm, Ben <Ben.Chisholm@doane.gt.ca>

**CAUTION: EXTERNAL EMAIL. DO NOT CLICK ON LINKS OR OPEN
ATTACHMENTS YOU DO NOT TRUST**
DO NOT ENTER YOUR GT PASSWORD ON ANY EXTERNAL EMAIL REQUEST

February 09, 2026

Toys “R” Us Canada files for CCAA protection; A comeback for Crystallex?



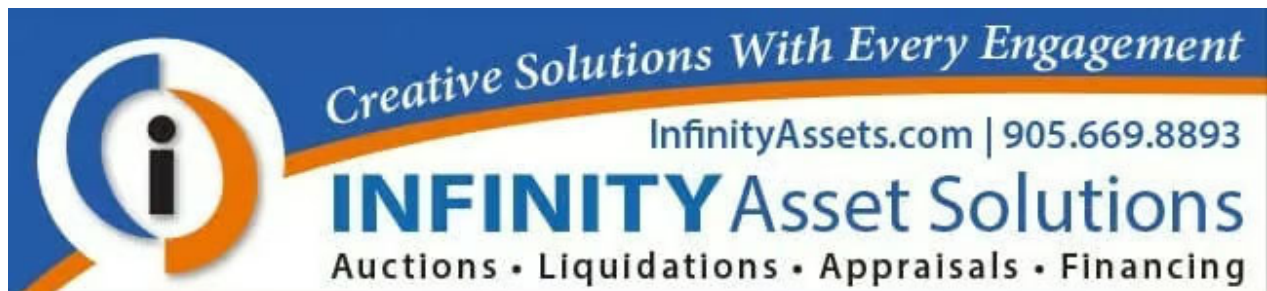
Exclusive insolvency news, trends and legal updates

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Recent Filings

Toys “R” Us (Canada), a national specialty retailer of children’s products, obtained CCAA protection on February 3. The company, which operates 22 Toys “R” Us stores across 6 provinces, sought protection from its creditors amid acute liquidity constraints following years of declining in-store sales, rising labour and occupancy costs, and an accelerating shift toward e-commerce. The company lists \$160 million in unsecured claims to vendors, service providers and other creditors, more than \$36 million in outstanding gift card obligations, and secured debt of approximately \$92 million, much of it tied to related-party financing and intellectual property security. The company intends to use the stay period to maintain operations while pursuing store rationalizations and a court-supervised SISP aimed at preserving value for stakeholders. The company’s parent is providing DIP financing. **A&M** is the monitor and **Neil Taylor** is the chief restructuring officer. Counsel includes **Aird & Berlis** for the applicant, **Stikeman Elliott** for the monitor, **Blakes** for **Lego Canada**, **McEwan Partners** for **Kingsway Project GP**, **Fasken** for **Dexterra Group**, **Witten** for **Cameron Corporation** and **Canadian Property Holdings (Alberta)**, **Lawson Lundell** for **Ravine Equities** and **Ravine Properties LP**, and **Cambridge** for **The DAAN Groups**. [Read the full story.](#)



Infinity Asset Solutions: Your premier industrial Auctioneer with expert Appraisal services. With over 85 years of multi-industry experience, Infinity will maximize your returns through a seamless process efficiently, professionally, and profitably. Contact us today!

Steve’s Music Store Inc., a family-owned Canadian music retailer founded in 1965, filed an NOI on February 4, after sustained declines in in-store sales, rising costs, and

mounting pressure from online competition eroded liquidity and left the business unable to meet obligations as they came due. The company is seeking court approval to proceed with a chain-wide inventory liquidation, supported by interim financing of up to \$250,000 to be provided by a related party, and a series of restructuring charges intended to preserve value during an orderly wind-down. **EY** is the proposal trustee. **Continental Auctioneers** is the proposed liquidation service provider. Counsel is **Kugler Kandestin** for **Steve's Music Store** and **McCarthy Tétrault** for **TD Bank**, the senior secured lender. [Read the full story.](#)



REAL ESTATE FINANCING

DIP Financing
Bridge Loans
Mortgage Lending
Commercial & Construction Financing

 **HILLMOUNT CAPITAL**

hillmount.ca | yitz@hillmount.ca | Lic. #10453

Brock & Visser Funeral Home Burial & Cremation Services, a Woodstock, Ontario funeral home, was placed into receivership on January 16, on application by Roynat, owed approximately \$3.9 million. The receivership covers the funeral home's Woodstock, operations and real property at 845 Devonshire Avenue, with total estimated creditor claims of approximately \$5 million. The receiver has taken possession and is continuing operations under an agreement with the licensed funeral director while pursuing a sale process. **MNP** is the receiver. Counsel is **Harrison Pensa** for **Roynat**. [Read the full story.](#)

2605412 Ontario Inc. (formerly PurParket Inc.) and **Oakhill Distribution Inc.** each filed voluntary assignments in bankruptcy on January 30, 2026. The companies manufactured high-quality engineered flooring solutions, operating out of a large facility located in Etobicoke, Ontario. Aggregate debt of the two companies is approximately \$10 million. **Grant Thornton** is the bankruptcy trustee. The principal lender is **CIBC**. Counsel is **Aird & Berlis** for **CIBC** and **Reconstruct** for the companies.



Insolvency Stories in the News

Counsel for former employees of **Hudson's Bay** have reached a deal, pending court approval, to earmark more than \$5 million for hardship programs that partially compensate roughly 158 disabled former workers for lost long-term disability benefits left uninsured, with funding drawn from legacy health and welfare trusts, company reserves, and limited cash. [More from BNN Bloomberg](#) and [The Globe and Mail](#) (subscription required).

Toys 'R' Us Canada customers with previously issued physical and digital gift cards will be honoured for only 14 days post-filing, expiring on February 16, after which holders risk becoming unsecured creditors if cards are not redeemed in store. [More from Global News](#).

O'KEEFE & SULLIVAN

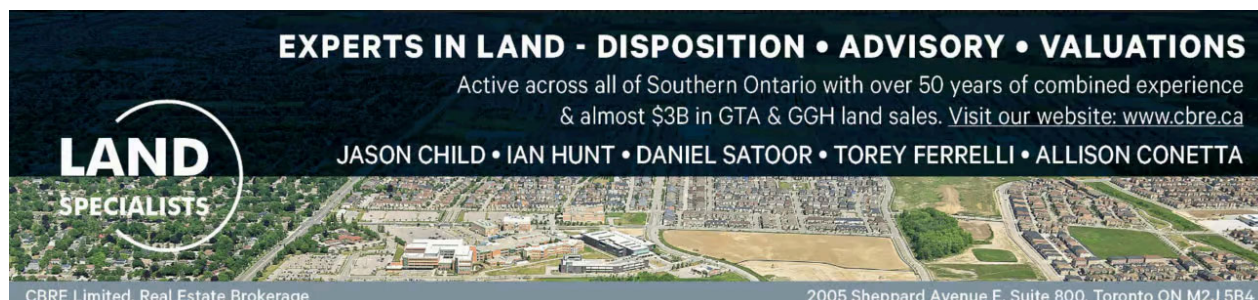
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Eddie Bauer's roughly 180 North American stores across Canada and the US are at risk of closure as the **Catalyst Brands** entity that operates the fleet prepares a Chapter 11 filing. [More from Business Insider](#) and [Insauga](#).

Howard Chai reports that Edmonton's historic **Paramount Theatre** and adjacent "**Paramount Block**" properties have been listed for sale on an unpriced, court-approved basis in the [receivership of ONE Properties Paramount LP](#) after defaults on a \$9 million National Bank mortgage. [More from Western Investor](#).



[Click here for a new interactive map of all active land listings. Email us to book an appointment with our team of Specialists.](#)

Crystallex International Corp., which obtained CCAA protection in late 2011 after Venezuela expropriated its Las Cristinas gold project, is nearing recovery on its US\$1.2 billion arbitration award as a US court-supervised sale of **CITGO Petroleum Corp.**, the prized US asset of **Petróleos de Venezuela, S.A.**, moves toward closing and could finally unlock proceeds for **Crystallex** and other claimants. [More from The Globe and Mail](#) (subscription required).



A B.C. Supreme Court judge has warned that Vancouver developer **Helen Chan Sun** will be jailed for 40 days unless she complies by Feb. 20 with court orders to fully disclose her personal finances, as creditors pursue contempt remedies and a bankruptcy order amid stalled projects, receiverships, and outstanding judgments totaling tens of millions of dollars. [More from CBC News](#).

Document Library Updates

Have you subscribed to our new [Document Library service](#) yet? If not, you've missed out on last Thursday's subscribers-only email where we discussed:

- the Ontario Court's refusal to exempt a CCAA monitor from tax withholding obligations; and
- the Québec Superior Court's approval of a going concern sale of **SSENSE's** business under the CCAA, siding with the debtors and the monitor and rejecting efforts by **Investissement Québec** and the senior lending syndicate to force an orderly liquidation.

Make sure your group is subscribed so you're aware of all the important case updates and legal issues developing. [Check out our website](#) for further details on the Document Library, including pricing. When you're ready, [send us an email](#) to get your group subscribed!

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overruns, temporary market valuation changes, or any reason resulting in conventional debt not being able to solve the problem at this time. Firm Capital will consider the 100% acquisition of real estate assets, as well as credit, equity and debtor in possession lending. We manage permanent proprietary capital which allows us to understand a transaction quickly so we can provide a financing structure that will help to solve problems for sponsors in an innovative way and within an expedient timeline. We welcome partnering with sponsors who might be faced with these short-term liquidity issues. Click [here](#) - Special Situations to see various forms of investments. To discuss opportunities please contact Michael Carragher @ mcarragher@firmcapital.com. Click [here](#) - Special Situations to see the various forms of investments.

Assets for Sale

Grant Thornton Limited, in its capacity as Monitor in the CCAA proceedings of **Spring-Loaded Technology Incorporated ("SLT")**, is carrying out a sales and investment solicitation process for binding bids for a refinancing, sale or other strategic investment or transaction of SLT's business, assets and/or equity. SLT is a Dartmouth, NS-based manufacturer and developer of assistive orthopedic knee braces with patented, spring-loaded technology. SLT is a Health Canada registered class 1 medical device manufacturer and holds FDA and UKCA authorization for custom bracing. Holding four registered global patents and within the application process for an additional patent, SLT bionic knee brace is a proven product with demonstrated clinical benefits. Having recently achieved break-even EBITDA, SLT's business is well positioned to grow its market share and expand its operations. SLT's knee braces are sold across 10 Canadian provinces and through international distribution channels in the US and UK. SLT presents the opportunity to invest in a world-class patented product with the potential for future revenue and earnings growth via capital investment, divisional patent pathways, and organic growth in new markets. **Deadline to submit non-binding LOI's: February 24, 2026.** Please contact the representative of the Monitor **Ben Chisholm** (Ben.Chisholm@doane.gt.ca) for more information. Further information can be found [HERE](#).

Deloitte Restructuring Inc. in its capacity as Receiver and Manager of **Rockville Carriers Limited ("RCL")** is commencing a Court-approved sale and investment solicitation process for the purpose of soliciting proposals to purchase the assets (the "**Assets**") of RCL. Located at 88-116 Town Point Road, the Assets were previously used to operate a live lobster wholesaler. The Assets available for acquisition include, but are not limited to: real property situated on a 12.59-acre site with a 16,890 ft² building

(approximately 8,418 ft² of which is on the lower level and contains holding tanks with a total live holding capacity of 200,000 lbs); as well as equipment such as vehicles, generators, a 40-ft reefer container, and various handling equipment. The Assets are strategically located near lucrative lobster fishing areas 33, 34, and 35, and have wharf-side access for direct offloading from commercial fishers. The building is currently fit to accommodate all business functions (i.e., management, finance/accounting, operations) and has extensive dry storage space on the upper level. Please contact **Ian Lewis** (ilewis@deloitte.ca) for more information.

MNP Ltd. in its capacity as court appointed receiver and manager of **Consort Country Inn Ltd.** has engaged **Colliers Canada** (“**Colliers**”) to solicit offers to purchase the property located at **5006-43 Street in Consort, Alberta** (the “**Consort Property**”). The Consort Property is comprised of a 49 key main hotel, 55 key lodging facility and a freestanding leased Subway Restaurant. Please click [HERE](#) for more information or contact Hamir Bansal of Colliers at (604) 661-0850 or hamir.bansal@colliers.com.

Intercity Realty is pleased to offer for sale **2150 Bloor Street West, Toronto, ON**, a retail / commercial building for sale in Bloor West Village. The property is a rare offering in the heart of Bloor West Village, featuring a two-storey commercial building with a lower level, totalling 28,008 sq. ft. of gross leasable area. It provides stable income, securely anchored by national tenants such as Dollarama, Harvey’s and Tim Hortons with potential future development. Click [HERE](#) for more information, or contact **Lou Grossi**, Broker of Record, LouGrossi@IntercityRealty.com / 416-798-7070.

Intercity Realty is pleased to offer for sale **0 The Gore Road, Brampton, ON**, residential development land being sold by first mortgagee. The property is located at the southeast corner of Countryside Dr. & The Gore Rd. The total area is 10.59 acres, with approximately 6.70 acres being developable. The price is \$10,499,000. Click [HERE](#) for more information, or contact Lou Grossi, Broker of Record, LouGrossi@IntercityRealty.com / 416-798-7070.

Bids are requested by the trustee and **SAVIK SUPER-CHROME INC.** for the purchase of various lots of assets, including specialized equipment for the production of chrome-plated steel rods and tubes for the operation of a hydraulic and pneumatic plant; bar polishing line; rolling stock such as: electric pallet trucks, electric forklifts, lifting platforms; and a commercial building located at 2845-2875 Rue de l'Industrie in Trois-Rivières, all subject to liens. [Click here for more information](#). Bids must be submitted **before 3:30 p.m. on Thursday, February 26, 2026 by email only to the following address: soumissionsquebec@rmrsyndics.com** and the subject line of the email must include the words **BID SAVIK SUPER-CHROME INC.** For more information,

interested parties should contact **Mr. Rémy Gingras** of **Service d'Inventaire Gingras** at (819) 375-6315 and/or by email at rgingras@sigtr.com.

Cushman & Wakefield is pleased to offer for sale under receivership **2868-2870 Bovaird Drive W, Brampton**, 4.46 acres of outdoor storage land in the Greenbelt area. The property was being used for the storage of trailers both outdoors and inside a freestanding industrial building. The listing price is \$7,500,000. Outdoor storage is permitted. Click [HERE](#) for more information, or contact **John Filice** (Direct: +1 905 501 6433 Mobile: +1 416 821 3010 john.filice@cushwake.com) or **Trevor Henke** (Direct: 416-756-5412 Mobile: 416-904-2684 trevor.henke@cushwake.com).

Albert Gelman Inc. ("AGI"), in its capacity as Receiver of 177 Cross Argus Development Inc. and Double Diamond Capital Inc. (the "**Debtors**") is soliciting offers for the for the business and real property owned by the Debtors including the real property known municipally as **177-185 Cross Avenue, Oakville, ON** and **580 Argus Road, Oakville, ON** (the "**Real Property**"). The Real Property currently has two-single story, multi tenant retail buildings with eight tenants and one single-story commercial building with a day care center. The Debtors were planning a large-scale, mixed-use condominium project consisting of four towers with 1895 condominium units. Parties interested in obtaining further information regarding the opportunity should contact the listing agent, Michael Zeldin at mzeldin@lennard.com. **The phase I bid deadline for offers is February 27, 2026 at 5:00 p.m. (Eastern time).**

MNP Ltd. in its capacity as court appointed Receiver and Manager of One Properties Paramount Limited Partnership has engaged Jones Lang LaSalle Incorporated ("**JLL**") to solicit offers to purchase the property known as the Paramount Block located at **10233, 10247, 10275, and 10279 Jasper Ave** in Edmonton, Alberta (the "**Property**"). The Property is a mixed-use redevelopment site totaling approximately 27,964 square feet with a 335,568 square feet build potential, located in Downtown Edmonton. Please click [HERE](#) for more information or contact Michael Seidel of JLL at (780) 328 2559 or Michael.seidel@jll.com.

PricewaterhouseCoopers Inc., acting as Court-appointed Receiver for the property located at **280 Cabinetterie Street**, is soliciting offers for a building under construction in Saint-Jean-sur-Richelieu. The property is centrally located in Saint-Jean-sur-Richelieu, within walking distance of grocery stores, restaurants, pharmacies, and banks. Upon completion, the three-storey office building will offer approximately 40,000 ft² of rentable space. It is suitable for professional services, administrative offices, or medical and health practices, with the potential to accommodate two to six tenants. The property includes 152 parking spaces, of which 52 are underground. The property is currently

leased to a body of the Quebec provincial government. **Deadline to submit an offer: February 15, 2026.** [Further information](#).

Need to promote a distressed asset sale? [Email us](#).

Creditor Notices

Pursuant to an order of the Ontario Superior Court of Justice (Commercial List), Albert Gelman Inc. in its capacity as Receiver (the “**Receiver**”) of 177 Cross Argus Development Inc. and Double Diamond Capital Inc. (the “**Debtors**”) is conducting a claims process (the “**Priority Claims Procedure**”) to call for priority claims, including secured claims and claims ranking in priority to secured lender claims. **Unsecured claims and claims that do not have evidence and/or a basis to be a priority claim are not being called for in this Priority Claims Procedure. Such claims will not be reviewed, considered or addressed in this Priority Claims Procedure. Post-filing claims will not be considered or addressed in this Priority Claims Procedure.** All priority creditors of the Debtors should receive a claims package from the Receiver. Priority creditors may also obtain the Priority Claims Procedure Order and a claims package from the Case Website or by contacting Chris Rowe of the Receiver at crowe@albertgelman.com. **Complete documents must be received by the Receiver by 5:00 p.m. (Toronto time) on March 13, 2026. Priority claims not received by the claims bar date will be barred and extinguished forever.**

Insolvency Directory

Click the button below for our comprehensive directory of who's who in the Canadian insolvency market — trustees, lawyers, lenders, liquidators, property managers, turnaround professionals, industry consultants, distressed purchasers and more.

Insolvency Directory

Also listed are strategic players and investors looking to purchase distressed assets, so make sure to check it out if you're running a sales process.

Want to be included in the directory? [Email us](#) for details.

From the Editor

[Dina Kovacevic](#) is the editor of the Insolvency Insider publication.

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Appendix E

Stalking Horse Agreement with Finalized Schedules

SUBSCRIPTION AGREEMENT

This Subscription Agreement is made as of January 30, 2026 (the "**Effective Date**") between:

SPRING LOADED TECHNOLOGY INCORPORATED, a corporation existing under the laws of Canada (the "**Company**")

– and –

4782489 NOVA SCOTIA LIMITED, a company incorporated pursuant to the laws of the Province of Nova Scotia, or its permitted assignee or nominee (the "**Purchaser**")

WHEREAS:

- A. Pursuant to the order of the Supreme Court of Nova Scotia in Bankruptcy and Insolvency (the "**Court**") issued on January 26, 2026 (as amended, amended and restated, or otherwise modified from time to time, the "**Initial Order**"), the Company obtained, among other things, creditor protection under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**" and the proceedings, the "**CCAA Proceedings**") and Grant Thornton Limited was appointed as Monitor of the Company (in such capacity, the "**Monitor**");
- B. The Company will bring a motion to the Court for an order (the "**SISP Order**") approving, and authorizing and directing the Monitor to conduct, a stalking horse sale and investment solicitation process (the "**SISP**") to solicit offers or proposals for a sale of, or investment in, the Company or all or part of the Company's assets and business operations;
- C. The Purchaser has agreed to act as a stalking horse bidder in the SISP and the Company and Purchaser have agreed, with the consent of the Monitor, that the Transaction shall constitute a stalking horse bid in the SISP in accordance with the terms of the SISP and subject to Court approval; and
- D. Subject to the granting of the SISP Order, the designation of the Transaction as the Successful Bid pursuant to the SISP, the granting of the Approval and Reverse Vesting Order, and the other conditions set forth herein, the Company has agreed to issue from treasury and sell the Purchased Shares to the Purchaser, and the Purchaser has agreed to subscribe for and purchase the Purchased Shares, subject to and in accordance with the terms and conditions set forth in this Agreement and the CCAA Proceedings

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby acknowledge and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Unless something in the subject matter or context is inconsistent therewith, the following terms shall have the following meanings:

- (a) **"Affiliate"** has the meaning given to the term "affiliate" in the *Canada Business Corporations Act* (Canada).
- (b) **"Agreement"** means this subscription agreement, as may be further amended, amended and restated, or supplemented from time to time in accordance with the terms hereof.
- (c) **"Applicable Law"** means, in respect of any Person, property, transaction or event, any: (i) domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order; (ii) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, instruments or awards of any Governmental Authority; and (iii) policies, practices, standards, guidelines and protocols having the force of law, that applies in whole or in part to such Person, property, transaction or event.
- (d) **"Approval and Reverse Vesting Order"** means an order by the Court, in form and substance satisfactory to the Purchaser, acting reasonably, among other things: (i) approving and authorizing this Agreement and the Transaction; (ii) vesting out of the Company all Excluded Assets, Excluded Contracts, and Excluded Liabilities and Discharging all Encumbrances affecting the Company, Retained Assets, and Purchased Shares, other than Permitted Encumbrances; (iii) authorizing and directing the Company to file the Articles of Reorganization and terminating and cancelling all Equity Interests of the Company, other than the Purchased Shares; and (iv) authorizing and directing the Company to issue the Purchased Shares to the Purchaser, free and clear of all Encumbrances affecting the Company, Retained Assets, and Purchased Shares, other than Permitted Encumbrances.
- (e) **"Articles of Reorganization"** means articles of reorganization in respect of the Company authorizing the issuance of the Purchased Shares and the cancellation of the Existing Shares for no consideration on Closing; such articles of reorganization to be in a form and substance satisfactory to the Purchaser and the Monitor.
- (f) **"Authorization"** means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs (including any zoning approval or building permit) or from any Person in connection with any easements, contractual rights or other matters.
- (g) **"Books and Records"** means: (i) all of Company's files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including financial, Tax and accounting books and records; (ii) the corporate records of the Company; (iii) all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including financial, Tax and accounting books and records used by, or in the possession of Company, including information, documents and records relating to the Retained Contracts, the Employees, customer lists, customer information and account records, sales records, computer files, data processing records, sales literature, advertising and marketing data and records, cost and pricing information, production reports and records, equipment logs, operating guides and manuals, credit records, records relating to present and former suppliers and

contractors, plans and projections and all other records, data and information stored electronically, digitally or on computer-related media.

- (h) **“Break Fee”** has the meaning set out in Section 5.2(c).
- (i) **“Business”** means the business conducted by Company, being the research, development, manufacturing and sale of medical devices, which business includes the ownership of patents and other intellectual property concerning such medical devices.
- (j) **“Business Day”** means a day on which banks are open for business in Halifax, Nova Scotia, but does not include a Saturday, Sunday or statutory holiday in the Province of Nova Scotia.
- (k) **“CCAA”** has the meaning set out in the recitals hereto.
- (l) **“CCAA Proceedings”** has the meaning set out in the recitals hereto.
- (m) **“Claims”** means any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in action or cause of action, suit, default, assessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person.
- (n) **“Closing”** means the closing and consummation of the Transaction.
- (o) **“Closing Amount”** has the meaning set out in Section 2.5.
- (p) **“Closing Date”** means the date that is five (5) Business Days after the date upon which the conditions set forth in ARTICLE 7 have been satisfied or waived, other than any conditions set forth in ARTICLE 7 that by their terms are to be satisfied or waived at the Closing (or such other earlier or later date as may be agreed by the Parties in writing).
- (q) **“Closing Time”** means 12:01 a.m. (Halifax time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing.
- (r) **“Contracts”** means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral, to which Company is a party or by which Company bound or in which the Company, or will at Closing have, any rights or by which any of its property or assets are or may be affected, including any Contracts in respect of Employees.
- (s) **“Court”** has the meaning set out in the recitals hereto.
- (t) **“Deposit”** has the meaning set out in Section 2.5.
- (u) **“Discharge”** means, in relation to any Encumbrance against any Person or upon any asset, undertaking or property, the full, final, irrevocable, complete and permanent waiver, release, discharge, cancellation, termination and extinguishment of such Encumbrance against such Person or upon such asset, undertaking or property and all proceeds thereof.
- (v) **“Effective Date”** has the meaning set out in the preamble hereto.

- (w) **"Employee"** means any individual who is employed by Company as of the Closing Date, whether on a full-time or a part-time basis and includes an employee on short term or long term disability leave.
- (x) **"Encumbrance"** means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered) and includes a security interest, mortgage, easement, adverse ownership interest, defect on title, condition, right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, hypothec, pledge, deposit by way of security, hypothecation, assignment, charge, security under sections 426 or 427 of the *Bank Act* (Canada), trust or deemed trust, voting trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive licence or sole licence, or any other right, option or Claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof, affecting the Company, the Purchased Shares or the Retained Assets.
- (y) **"ETA"** means the *Excise Tax Act* (Canada).
- (z) **"Equity Interests"** means any shares, stock, partnership, membership, joint venture, or other ownership or equity interest, participation or securities of any nature or kind of a Person, whether voting or non-voting, whether preferred, common or otherwise, whether convertible or otherwise, including any contract, plan, indenture, deed, certificate, debenture, convertible debenture or loan, subscription rights, conversion rights, pre-emptive rights, warrants, options (including stock option or share purchase or equivalent plans), share appreciations, contingent interests or similar rights, or other documents or instruments governing and/or having been created or granted in connection with any of the foregoing.
- (aa) **"Excluded Assets"** means: (i) all rights, covenants, obligations and benefits in favour of ResidualCo under this Agreement that survive Closing; and (ii) the properties, rights, assets and undertakings of the Company listed in Schedule 1.1(aa), as the same may be modified by the Purchaser no later than five (5) Business Days before the Closing Date in accordance with the terms hereof.
- (bb) **"Excluded Contracts"** means all Contracts and other agreements of Company that are not Retained Contracts and for greater certainty, includes those contracts and agreements which are listed on Schedule 1.1(bb), as the same may be modified by the Purchaser no later than five (5) Business Days before the Closing Date in accordance with the terms hereof.
- (cc) **"Excluded Liabilities"** has the meaning set out in Section 2.3(a).
- (dd) **"Governmental Authority"** means: (i) any court, tribunal, judicial body or arbitral body or arbitrator; (ii) any domestic or foreign government or supranational body or authority whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental body, governmental bureau, governmental department, governmental tribunal or governmental commission of any kind whatsoever; (iii) any subdivision or authority of any of the foregoing; (iv) any quasi-governmental or private body or public body exercising any regulatory, administrative, expropriation or taxing authority under or for the account of the foregoing; (v) any stock or securities exchange; and (vi) any public utility authority.

- (ee) **"HST"** means all goods and services tax and harmonized sales tax imposed under the ETA or otherwise under Applicable Law.
- (ff) **"Implementation Steps"** means the transactions, acts and events described in Schedule 1.1(ff), to be agreed upon by the Purchaser and Company, with the consent of the Monitor, each acting reasonably, at least [four (4) Business Days prior to the hearing of the Company's motion seeking the Approval and Reverse Vesting Order].
- (gg) **"ITA"** means the *Income Tax Act* (Canada).
- (hh) **"Initial Order"** has the meaning set out in the recitals hereto.
- (ii) **"Intellectual Property"** means all registered or unregistered trademarks, trade names, business names, designs, logos, identifying indicia and service marks, websites, all patents and inventions or any improvements, modifications or alterations thereof, and all copyrights, industrial designs and other industrial or intellectual property of, or pertaining to, or used exclusively in connection with the operation of the Business, and all registrations and applications relating thereto, and all licenses, agreements and other contracts and commitments relating to any of the foregoing but for certainty does not include open source software or software available to the general public through ordinary retail sales.
- (jj) **"Interim Period"** means the period from the Effective Date to the Closing Time.
- (kk) **"Liabilities"** means any and all debts (including intercompany debt), capital leases, liabilities, expenses, commitments and obligations of any kind, character or description, whether direct or indirect, fixed or unfixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or unasserted, known or unknown, disputed or undisputed, joint or several or solidary, secured or unsecured, determined, determinable or otherwise, whenever or however arising (including whether arising out of (i) any contract, or (ii) any tort based on negligence or strict liability) and whether or not the same would be required to be reflected in financial statements or disclosed in the notes thereto.
- (ll) **"Material Adverse Effect"** means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to: (a) the business, results of operations, condition (financial or otherwise) or assets of the Company; or (ii) prevent the ability of the Company to perform its obligations under, or to consummate the Transactions contemplated by, this Agreement.
- (mm) **"Monitor"** has the meaning set out in the recitals hereto.
- (nn) **"Monitor's Certificate"** means an executed certificate of the Monitor substantially in the form attached to the Approval and Reverse Vesting Order.
- (oo) **"Notice"** has the meaning set out in Section 9.3.
- (pp) **"Organizational Documents"** means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

- (qq) **"Outside Date"** means April 15, 2026, or such later date as the Parties may mutually agree.
- (rr) **"Parties"** means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and **"Parties"** means more than one of them.
- (ss) **"Permits and Licenses"** means the permits, licenses, Authorizations, approvals or other evidence of authority related to the Business and issued to, granted to, conferred upon, or otherwise created for the Company or relating to the Business, including: (i) those related to the Business, the Retained Assets, and the Retained Contracts; and (ii) the Authorizations set forth in Schedule 1.1(ss), as the same may be modified by the Purchaser no later than five (5) Business Days before the Closing Date in accordance with the terms hereof.
- (tt) **"Permitted Encumbrances"** means those Encumbrances related to the Retained Assets as set forth in Schedule 1.1(tt), as the same may be modified by the Purchaser prior to the granting of the Approval and Reverse Vesting Order in accordance with the terms hereof.
- (uu) **"Person"** means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.
- (vv) **"Purchase Price"** has the meaning set out in Section 2.4.
- (ww) **"ResidualCo"** means a corporation to be incorporated as a wholly-owned subsidiary of the Company to which the Excluded Assets, Excluded Contracts, and Excluded Liabilities will be transferred in accordance with the Implementation Steps.
- (xx) **"ResidualCo Shares"** means all of the issued and outstanding Equity Interests of ResidualCo.
- (yy) **"Retained Assets"** means: (i) all right, title and interest of the Company, if any, in all properties, rights, assets and undertakings of the Company including, without limitation, equipment, Retained Contracts, Permits and Licenses, Books and Records; and (ii) the non-exhaustive list of properties, rights, assets and undertakings set forth in Schedule 1.1(yy), in each case other than the Excluded Assets.
- (zz) **"Retained Contracts"** means the Contracts listed in Schedule 1.1(zz), as the same may be modified by the Purchaser no later than five (5) Business Days before the Closing Date in accordance with the terms hereof (and including as such Retained Contracts may be amended, restated, supplemented or otherwise modified from time to time).
- (aaa) **"Retained Liabilities"** means: (i) Liabilities specifically and expressly designated by the Purchaser as Retained Liabilities in Schedule 1.1(aaa), as the same may be modified by the Purchaser no later than five (5) Business Days before the Closing Date; and (ii) all Liabilities which relate to: (A) the Business under any Retained Contracts; and (B) any Permitted Encumbrances; in each case, to the extent forming part of the Retained Assets and solely in respect of the period, or arising out of events or circumstances that occurred, from and after the Closing Time (and not relating to any default, events, or circumstances existing prior to or as a consequence of Closing).

- (bbb) **"SISP"** has the meaning set out in the recitals hereto.
- (ccc) **"SISP Order"** has the meaning set out in the recitals hereto.
- (ddd) **"Successful Bid"** has the meaning set out in the SISP.
- (eee) **"Taxes"** means, with respect to any Person, all supranational, national, federal, provincial, state local or other taxes, including but not limited to income taxes, capital gains taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, documentary taxes, sales taxes, use taxes, license taxes, excise taxes, environmental taxes, registration charges, land transfer taxes, conveyance fees, security interest filing or recording fees and any other similar or like taxes or charges, transfer taxes and fees, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, or any other Tax arising from, or relating to, or in respect of the consummation of the Transaction, including in connection with the sale, transfer or registration of the transfer of any real property, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any Liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.
- (fff) **"Transaction"** means all of the transactions contemplated by this Agreement, including the transaction whereby the Purchaser will subscribe for and purchase the Purchased Shares and the Implementation Steps.
- (ggg) **"Transaction Regulatory Approvals"** means all consents, approvals, Authorizations, notifications or waivers from, and filings with approvals required from any Governmental Authority or under any Applicable Laws relating to the Business and operations of the Company that would be required to be obtained in order to permit the Company and the Purchaser to complete the Transactions and for the Company to carry on the Business following the Closing Date, including in respect of any Permits and Licenses.

1.2 Interpretation

For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Schedules mean the Articles and Sections of, and Schedules attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

1.3 Currency

All references in this Agreement to dollars, monetary amounts, or to \$, are expressed in Canadian currency unless otherwise specifically indicated.

1.4 Schedules & Amendments to Schedules

- (a) The following exhibits and schedules are attached hereto and incorporated in and form part of this Agreement:

Schedule 1.1(aa)	Excluded Assets
Schedule 1.1(bb)	Excluded Contracts
Schedule 1.1(ff)	Implementation Steps
Schedule 1.1(ss)	Permits and Licenses
Schedule 1.1(tt)	Permitted Encumbrances
Schedule 1.1(yy)	Retained Assets
Schedule 1.1(zz)	Retained Contracts
Schedule 1.1(aaa)	Retained Liabilities
Schedule 2.3(a)	Excluded Liabilities

- (b) The Parties acknowledge that as of the Effective Date, the Schedules are not complete. The Schedules may be amended or completed by the Purchaser on or before the applicable dates set forth herein.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale of the Purchased Shares

- (a) Subject to the terms and conditions of this Agreement, in accordance with the Implementation Steps and effective as of the Closing Time, the Company shall issue to the Purchaser, and the Purchaser shall subscribe for and purchase from the Company, free and clear of all Encumbrances (other than any Permitted Encumbrances), 10,000 newly issued common shares of the Company (the "**Purchased Shares**").
- (b) Pursuant to the Approval and Reverse Vesting Order and the Articles of Reorganization, and in accordance with the Implementation Steps, all Equity Interests of the Company outstanding as of the Closing Time other than the Purchased Shares shall be cancelled, without consideration, and the Purchased Shares issued to the Purchaser shall represent 100% of the outstanding Equity Interests of the Company following such cancellation and issuance.

- (c) For the avoidance of doubt, upon the Closing, following the issuance of the Purchased Shares and the completion of the Implementation Steps, the Company shall be wholly owned, directly or indirectly, by the Purchaser.

2.2 Retained Assets

On the Closing Date, the Company will retain, free and clear of any and all Encumbrances other than Permitted Encumbrances, all of the Retained Assets existing as of the date of this Agreement and any assets acquired by it up to and including Closing, including the Retained Contracts, Books and Records, but excluding the Excluded Assets which the Company will transfer to ResidualCo in accordance with Section 3.1 and the Approval and Reverse Vesting Order.

2.3 Excluded Liabilities

- (a) Save and except save and except for the Retained Liabilities, all debts, obligations, Liabilities, Encumbrances, indebtedness, Excluded Contracts, leases, agreements, undertakings, Claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise) of or against the Company, the Purchased Shares, or against, relating to or affecting any of the Retained Assets or Retained Contracts, or any Excluded Assets or Excluded Contracts, including, *inter alia*, the non-exhaustive list of Liabilities set forth in Schedule 2.3(a) (all of which are collectively referred to as the “**Excluded Liabilities**”) shall be excluded and will no longer be binding on the Company, Purchased Shares (or the holders thereof), Retained Assets, Retained Contracts, Employees, Permits and Licenses or Books and Records following the Closing Time. Without limiting the foregoing, Excluded Liabilities includes: (i) any Claims that are not Retained Liabilities; and (ii) all Taxes owed or owing or accrued due by Company as of the Closing Time, including any Taxes related to debt forgiveness arising from or in connection with the consummation of the Transaction and the transfer of the Excluded Assets, Excluded Contracts, and Excluded Liabilities to ResidualCo.
- (b) Subject to the Implementation Steps and pursuant to the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to, vested in and assumed in full by ResidualCo in accordance with Section 3.2 and the Approval and Reverse Vesting Order.

2.4 Purchase Price

The purchase price payable by the Purchaser for the Purchased Shares shall be \$900,000.00 (the “**Purchase Price**”).

2.5 Satisfaction of Purchase Price

The Purchaser shall pay the Purchase Price to the Monitor, for the benefit of the stakeholders of Company, as follows:

- (a) within two (2) Business Days of the Effective Date, the Purchaser shall pay to the Monitor a deposit in the amount of \$90,000.00 by wire transfer of immediately available funds, to be held in accordance with Section 2.6; and

- (b) at Closing, the Purchaser shall pay to the Monitor the balance of the Purchase Price, being \$810,000 (the "**Closing Amount**"), by wire transfer of immediately available funds

2.6 Deposit

The Deposit shall be held by the Monitor in an interest-bearing trust account and shall be:

- (a) released on Closing, in partial satisfaction of the Purchase Price; or
- (b) if this Agreement is terminated:
 - (i) by the Company pursuant to Section 8.1(c)(i), then the Deposit shall be forfeited to the Company, as a genuine pre-estimate of liquidated damages, and will be retained by the Monitor, for the benefit of the stakeholders of Company, in full and final satisfaction of any and all claims it may have against the Purchaser; or
 - (ii) for any other reason, then the Deposit will be released and promptly paid to the Purchaser in full and final satisfaction of any and all claims it may have against the Company.

2.7 Monitor to hold Purchase Price

The Purchase Price shall be held by the Monitor for the benefit of the stakeholders of the Company, and any Claim against Company, the Purchased Shares or the Retained Assets shall continue to exist solely as against ResidualCo from and after Closing in accordance with the Implementation Steps and the Approval and Reverse Vesting Order.

ARTICLE 3 TRANSFER OF EXCLUDED ASSETS AND EXCLUDED LIABILITIES

3.1 Transfer of Excluded Assets and Excluded Contracts to ResidualCo

At Closing, Company shall retain all of the Retained Assets (including, for greater certainty, Retained Contracts), except for inventory or other assets sold or otherwise discarded in the ordinary course of business prior to Closing. The Retained Assets shall not include: (i) the Excluded Assets; (ii) the Excluded Contracts; which Company shall transfer to, and will be assumed by, ResidualCo in accordance with the Implementation Steps, or (iii) the Purchase Price held by the Monitor, and same shall be vested in ResidualCo pursuant to the Approval and Reverse Vesting Order.

3.2 Transfer of Excluded Liabilities to ResidualCo

- (a) At Closing, in accordance with the Implementation Steps and pursuant to the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to, vested in, and assumed by ResidualCo.
- (b) Notwithstanding any other provision of this Agreement, the Purchaser and Company shall not assume and shall have no liability for any of the Excluded Liabilities or any Liabilities related to any Excluded Asset or Excluded Contract, and all Excluded Liabilities and any Liabilities related to any Excluded Asset or Excluded Contract shall be fully and finally Discharged from Company, the

Purchased Shares and the Retained Assets as at and from and after the Closing Time, pursuant to the Approval and Reverse Vesting Order.

3.3 Tax Matters

Pursuant to the Implementation Steps and the Approval and Reverse Vesting Order, at the Closing Time, all Taxes owed or owing or accrued due by Company as of the Closing Time shall be transferred to, vested in and assumed by ResidualCo, including any Taxes related to debt forgiveness arising from or in connection with the consummation of the Transaction and the transfer of the Excluded Assets, Excluded Contracts, and Excluded Liabilities to ResidualCo. Any and all obligations and Liabilities arising from any audits or reassessments with respect to any Taxes that relate to a time period occurring, or facts arising, prior to the Closing Time, regardless of when such audit was commenced or completed, shall be transferred to, assumed by, and vest in ResidualCo.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Company

The Company hereby represents and warrants as of the date hereof and as of the Closing Time as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing their obligations hereunder:

- (a) Incorporation and Status. The Company is a corporation incorporated and existing under the *Canada Business Corporations Act* (Canada). The Company is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and, subject to obtaining of the Approval and Reverse Vesting Order in respect of the matters to be approved therein, performance by the Company of this Agreement has been authorized by all necessary corporate action on the part of the Company.
- (c) No Conflict. The execution, delivery and performance by the Company of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Company or Applicable Laws.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, subject only to obtaining the Approval and Reverse Vesting Order.
- (e) Proceedings. There are no proceedings pending against the Company or, to the knowledge of the Company, threatened, with respect to, or in any manner affecting, title to the Purchased Shares or the Retained Assets, or which would reasonably be expected to enjoin, delay, restrict or prohibit the issuance and transfer of all or any part of the Purchased Shares or the Retained Assets or the Closing of the Transaction as contemplated by this Agreement, or which would

reasonably be expected to delay, restrict or prevent the Company from fulfilling any of its obligations set forth in this Agreement.

- (f) No Consents or Authorizations. Subject only to obtaining the Approval and Reverse Vesting Order and Transaction Regulatory Approvals, the Company does not require any consent, approval, waiver or other Authorization from any Governmental Authority or any other Person, as a condition to the lawful completion of the Transaction.
- (g) Permits and Licenses. The Permits and Licenses are in good standing and no material default has occurred under any such Permits and Licenses that remains unremedied. To the knowledge of the Company, no Governmental Authority whose consent is not required to the Transaction has objected to the completion of the Transaction or indicated that such Permits and Licenses will not remain in full force and effect following completion of the Transaction.
- (h) Intellectual Property. The Company has taken all reasonable steps to maintain all material Intellectual Property that is owned or held for use by the Company, and the Company has paid all fees and made all filings required to maintain the Company's ownership thereof.
- (i) Residency. Neither the Company nor ResidualCo are a non-resident of Canada for purposes of the ITA.
- (j) No Subsidiaries. The Company does not own, or have any interest in any shares or Equity Interests, or another ownership interest, in any other Person, other than Spring Loaded Technology US Inc.

4.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of the Company as of the date hereof and as of the Closing Time as follows, and acknowledges that the Company is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Incorporation and Status. The Purchaser is a company incorporated and existing under the *Companies Act* (Canada). The Purchaser is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action on the part of the Purchaser.
- (c) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser or Applicable Laws.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of

the Purchaser, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.

- (e) Proceedings. There are no proceedings pending, or to the knowledge of the Purchaser, threatened, against the Purchaser before any Governmental Authority, which prohibit or seek to enjoin delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Purchaser from fulfilling any of its obligations set forth in this Agreement.
- (f) HST Registrant. The Purchaser is, or will be on the Closing Date, an HST registrant.

4.3 Survival; As is, Where is

- (a) The representations and warranties of the Company and Purchaser shall survive the Closing Time on the Closing Date provided, however, that the Purchaser's recourse for any breach or inaccuracy of such representations and warranties shall be against ResidualCo.
- (b) The Purchaser acknowledges, agrees and confirms that, at the Closing Time, the Purchased Shares (for clarity, together with the Retained Assets) shall be sold, issued and delivered to the Purchaser on an "as is, where is" basis, subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, no representation, warranty or condition is expressed or can be implied as to title, Encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever including with respect to the Permits and Licenses, Purchased Shares or the Retained Assets.

ARTICLE 5 COVENANTS

5.1 Closing Date

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing on or before the Outside Date.

5.2 SISP

- (a) As soon as practicable after the execution and delivery of this Agreement, the Monitor shall serve and file with the Court a motion for the issuance of the SISP Order and approval of the SISP, each of which (including the sale procedures approved by the SISP Order) shall be in a form and substance satisfactory to the Purchaser, acting reasonably.
- (b) The Monitor shall conduct the SISP with the assistance of the Company in accordance with the SISP Order, and shall not seek any amendment or modification to the SISP and SISP Order except as may be permitted under the SISP or SISP Order, or without the prior consent of the Purchaser or further order of the Court.

- (c) In consideration for the Purchaser's expenditure of time and money and agreement to act as the initial bidder through the SISP, and the preparation of this Agreement, and subject to Court approval, the Purchaser shall be entitled to an expense reimbursement fee in the amount of a maximum of \$90,000 (exclusive of HST, if any) (the "**Break Fee**") payable by the Company to the Purchaser only in the event that a successful bid other than the Purchaser's bid contemplated by this Agreement is accepted by the Company and/or Monitor, approved by the Court and completed. The payment of the foregoing amounts shall be approved in the SISP Order and payable to the Purchaser out of the sale proceeds derived from and upon completion of the winning bid. The Purchaser and Company acknowledge and agree that the foregoing amounts represent a fair and reasonable estimate of the expenses that will be incurred by the Purchaser as a result of preparing for and entering into this Agreement, and are not intended to be punitive in nature nor to discourage competitive bidding for the business and assets of the Company. For certainty, the Break Fee does not form part of the Purchase Price.

5.3 Motion for Approval and Reverse Vesting Order

- (a) As soon as practicable after the selection of this Agreement as the Successful Bid in the SISP, the Monitor shall serve and file with the Court a motion for the issuance of the Approval and Reverse Vesting Order, seeking relief that will, *inter alia*, approve this Agreement and the Transaction. The Monitor shall use its best efforts to seek the issuance and entry of the Approval and Reverse Vesting Order and the Purchaser shall cooperate with the Company in its efforts to obtain the issuance and entry of the Approval and Reverse Vesting Order.
- (b) Each of the Approval and Reverse Vesting Order and the motion materials seeking the Approval and Reverse Vesting Order shall be in form and substance satisfactory to the Purchaser, acting reasonably. The Monitor will provide to the Purchaser a reasonable opportunity to review a draft of the Approval and Reverse Vesting Order and motion materials to be served and filed with the Court, it being acknowledged that such motion materials should be served as promptly as reasonably possible following the selection of a Successful Bid in the SISP, and will serve such materials on the current service list and on such other interested parties, and in such manner, as the Purchaser may reasonably require.

5.4 Interim Period

- (a) During the Interim Period, except as otherwise expressly contemplated or permitted by this Agreement (including the Approval and Reverse Vesting Order and the Implementation Steps) or any order granted by the Court in the CCAA Proceedings, or as consented to by the Monitor, the Company shall be permitted to operate ordinary course of Business and consistent with past practices.
- (b) During the Interim Period, under the supervision of the Monitor and and subject to the terms of the SISP, the Company shall give, or cause to be given, to the Purchaser, and its representatives, reasonable access during normal business hours to the Retained Assets, including the Books and Records, to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the Business and the Retained Assets as the Purchaser reasonably

deems necessary or desirable to further familiarize itself with the Business and the Retained Assets. Without limiting the generality of the foregoing: (i) the Purchaser and its representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; and (ii) the Purchaser and its representatives shall be permitted to contact and discuss the Transactions contemplated herein with Governmental Authorities and Company's customers and contractual counterparties.

5.5 Insurance Matters

During the Interim Period, the Company shall keep in full force and effect all insurance policies existing on the Effective Date and give any notice or present any claim under any such insurance policies consistent with past practice in the ordinary course of business.

5.6 Transaction Regulatory Approvals and Consents

- (a) Each of the Parties shall use its commercially reasonable efforts to: (i) take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under any Applicable Law or otherwise to consummate and make effective the Transaction; (ii) obtain any consents, approvals or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transaction, including the Transaction Regulatory Approvals; and (iii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the Parties, with respect to this Agreement and the Transaction required under any Applicable Law.
- (b) The Parties shall use reasonable efforts to cooperate and consult with each other in connection with the making of any such filings and notices, including providing copies of all such documents to the non-filing Party and its advisors within a reasonable period of time prior to filing or the giving of notice. Each Party shall pay for its own filing fees and other charges arising out of the actions taken under this Section 5.6.

5.7 Employee Matters

The Purchaser agrees that the Company will continue to employ the Employees from and after Closing on substantially the same terms and conditions as they currently enjoy.

5.8 ResidualCo

On the Closing Date, the Company shall convey the ResidualCo Shares to the Monitor to hold such shares as agent and bare trustee on behalf of the shareholders of the Company immediately prior to the Closing. The Monitor shall have no obligation or duties to take any actions, steps or otherwise in respect of the ResidualCo Shares.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing

Closing shall take place on the Closing Date, effective as of the Closing Time, electronically (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format, in accordance with the Implementation Steps.

6.2 Implementation Steps

- (a) The specific mechanism for implementing the Closing, and the structure of the Transactions shall be structured in a tax efficient manner mutually agreed upon by the Parties, each acting reasonably.
- (b) On or prior to the Closing Date, subject to the terms of the Approval and Reverse Vesting Order, the Company shall effect, and Closing shall take place in accordance with, the Implementation Steps.
- (c) The Implementation Steps shall occur, and be deemed to have occurred, in the order and manner to be set out in Schedule 1.1(ff) at such date and time as specified therein, if any.

6.3 Closing Deliveries of the Company

At or before the Closing Time, the Company shall deliver or cause to be delivered to the Purchaser the following:

- (a) a copy of the SISP Order;
- (b) a copy of the Approval and Reverse Vesting Order;
- (c) confirmation of the incorporation and organization of ResidualCo in accordance with the terms hereof;
- (d) evidence of the filing of the Articles of Reorganization;
- (e) certificate(s) representing the Purchased Shares;
- (f) a certificate of an officer of the Company, dated as of the Closing Date, confirming that all of the representations and warranties contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Company has performed in all material respects the covenants to be performed by it prior to the Closing Time;
- (g) evidence of all Transaction Regulatory Approvals, such that the applicable Permits and Licenses will be valid and in good standing immediately following Closing;
- (h) the Books and Records;

- (i) all keys, usernames and passwords, domain names, codes, account numbers and other hardware and information necessary for the Company to continue its operation of the Retained Assets following Closing; and
- (j) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.4 Closing Deliveries of the Purchaser

At or before the Closing, the Purchaser shall deliver or cause to be delivered to the Company (or to the Monitor, as applicable), the following:

- (a) the Closing Amount in accordance with Section 2.5;
- (b) a certificate of an officer of the Purchaser dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all material respects the covenants to be performed by them prior to the Closing Time; and
- (c) such other agreements, documents and instruments as may be reasonably required by the Company to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.5 Monitor's Certificate

- (a) When all conditions to Closing set out in ARTICLE 7 have been satisfied and/or waived by the Company or the Purchaser, as applicable, the Company and the Purchaser, or their respective counsel, shall each deliver to the Monitor written confirmation, in form and substance satisfactory to the Monitor, that all conditions to Closing have been satisfied and/or waived, subject to the issuance and delivery of the Monitor's Certificate to the Purchaser (in accordance with the Approval and Reverse Vesting Order). Upon receipt of such written confirmation the Monitor shall:
 - (i) issue forthwith its Monitor's Certificate concurrently to the Company and the Purchaser, at which time the Implementation Steps will be deemed to have commenced (provided, for greater certainty, that any Implementation Steps contemplated or required to occur prior to Closing shall have occurred or shall be deemed to have occurred prior to Closing) and be completed in the order set out in the Implementation Steps and Closing will be deemed to have occurred; and
 - (ii) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Company and the Purchaser).
- (b) The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving written confirmation from the Company and the Purchaser, or their respective counsel, that all conditions of Closing in

favour of such Party have been satisfied or waived (subject to the issuance and delivery of the Monitor's Certificate), and the Monitor shall have no liability to the Parties in connection therewith.

6.6 Simultaneous Transactions

All actions taken and transactions consummated at the Closing shall be deemed to have occurred in the manner and sequence set forth in the Implementation Steps and the Approval and Reverse Vesting Order (subject to the terms of any escrow agreement or arrangement among the Parties relating to the Closing), and no such transaction shall be considered consummated unless all are consummated.

ARTICLE 7 CONDITIONS PRECEDENT

7.1 Conditions Precedent in favour of the Parties

The obligation of the Parties to complete the Transaction is subject to the following conditions being satisfied on or prior to the Closing Date:

- (a) SISP Order. The Court shall have issued and entered the SISP Order, which SISP Order shall not have been stayed, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.
- (b) Successful Bid. This Agreement shall have been designated as the Successful Bid in accordance with the terms of the SISP.
- (c) Approval and Reverse Vesting Order. The Court shall have issued and entered the Approval and Reverse Vesting Order, which Approval and Reverse Vesting Order shall not have been stayed, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.
- (d) Transaction Regulatory Approvals. The Parties shall have received the required Transaction Regulatory Approvals, and all such Transaction Regulatory Approvals shall be in full force and effect, except for Transaction Regulatory Approvals that need not be in full force and effect prior to Closing.
- (e) No Violation of Orders or Law. No Applicable Law and no judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise be in effect that restrains or prohibits the completion of the Transaction.
- (f) No Proceedings. No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction.

The foregoing conditions are for the mutual benefit of the Parties and may be waived by the Purchaser and the Company, in whole or in part, without prejudice to any of their rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser or the Company only if made in writing.

7.2 Conditions Precedent in favour of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being satisfied, on or prior to the Closing Date:

- (a) Implementation Steps. The Implementation Steps that are required to be completed prior to Closing shall have been completed in the order and in the timeframes contemplated hereunder, in a form and substance acceptable to the Purchaser, acting reasonably.
- (b) Deliverables of the Company. The Company shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the deliverables contemplated in Section 6.3.
- (c) Truth of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects as of the Closing Date.
- (d) Performance of Covenants. The Company shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by it on or before the Closing Date.
- (e) Material Adverse Effect. No Material Adverse Effect shall have occurred since the Effective Date.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 7.2 may be waived by the Purchaser in whole or in part, without prejudice to any of their rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

7.3 Conditions Precedent in favour of the Company

The obligation of the Company to complete the Transaction is subject to the following conditions being satisfied on or prior to the Closing Date:

- (a) Deliverables of the Purchaser. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Company at the Closing all the documents and payments contemplated in Section 6.4.
- (b) Truth of Representations and Warranties. Each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects as of the Closing Date.
- (c) Performance of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

The foregoing conditions are for the exclusive benefit of the Company. Any condition in this Section 7.3 may be waived by the Company in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Company only if made in writing.

ARTICLE 8 TERMINATION

8.1 Grounds for Termination

This Agreement may be terminated on or prior to the Closing Date:

- (a) by the mutual written agreement of the Company (with the consent of the Monitor) and the Purchaser;
- (b) by the Purchaser by written notice to the Company if:
 - (i) the Purchaser is not then in material breach of any provision of this Agreement, and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Company under this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE 7 and such breach, inaccuracy or failure has not been cured by the Company within 10 days of the Company's receipt of written notice of such breach from the Purchaser; or
 - (ii) any of the conditions set forth in Section 7.1 or 7.2 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by the Outside Date, unless such failure shall be due to the failure of the Purchaser to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing; or
- (c) by the Company (with the consent of the Monitor) by written notice to the Purchaser if:
 - (i) the Company is not then in material breach of any provision of this Agreement, and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Purchaser under this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE 7 and such breach, inaccuracy or failure has not been cured by Purchaser within 10 days of the Purchaser's receipt of written notice of such breach from Company; or
 - (ii) any of the conditions set forth in Section 7.1 or 7.3 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by the Outside Date, unless such failure shall be due to the failure of the Company to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing

8.2 Effect of Termination.

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder, except:

- (a) for the provisions of ARTICLE 9 shall survive;

- (b) the Deposit shall be payable in accordance with Section 2.6(b); and
- (c) that nothing herein shall relieve any party hereto from liability for any wilful breach of any provision hereof.

ARTICLE 9 GENERAL

9.1 Expenses

Except as otherwise expressly provided herein, all costs and expenses, including fees, disbursements and charges of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses, whether or not the Closing shall have occurred.

9.2 Access to Books and Records

For a period of two (2) years from the Closing Date or for such longer period as may be required to comply with Applicable Law, the Purchaser will retain all original Books and Records that are transferred to the Purchaser under this Agreement, but the Purchaser shall not be responsible or liable for any accidental loss or destruction of, or damage to, any such Books and Records. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Purchaser shall make such Books and Records, as well as electronic copies of such books and records (to the extent such electronic copies exist), available to the Monitor and the Company (and any representative, agent, former director or officer or trustee in bankruptcy of the estate of the Company) at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.

9.3 Notice

Any notice, waiver, determination or other communication required or permitted to be given under this Agreement (a “**Notice**”) must be in writing and sent in one of the following ways to the applicable address set out below:

- (a) delivered personally to the applicable party at the address set out below (a personally delivered Notice will be deemed to be received by the addressee when actually delivered);
- (b) by facsimile or electronic transmission to the address for the applicable party set out below (any Notice so given will be deemed to have been received on the day of transmission if it is a business day and the Notice was transmitted prior to 5:00 p.m. (local time in place of receipt) on such day. Otherwise, such Notice will be deemed to have been given and received on the following business day);
- (c) delivered by a prepaid courier service at the address set out below (such a Notice will be deemed to be received by the addressee when actually delivered); or
- (d) sent by registered mail, postage prepaid, to the applicable party (Notices so sent will be deemed to have been received by the addressee on the third business day following the date of mailing), except that in the event of an actual or

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threatened postal strike or other labour disruption that may affect the mail service of the parties. Notices will not be mailed.

Notices must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this section):

If to the Company:	Spring Loaded Technology Incorporated 50 Raddall Avenue, Unit 8 Dartmouth NS B3B 1T2 Email: JOE@SPRINGLOADEDTECH.COM Attention: JOE ELLSMERE
with a copy to (which shall not constitute notice):	O'Keefe & Sullivan Suite 202, Purdy's Wharf II 1969 Upper Water St. Halifax NS B3J 3R Email: Darren O'Keefe Attention: dokeefe@okeefesullivan.com
If to Purchaser:	4782489 Nova Scotia Limited 1741 Lower Water Street, Suite 600 Halifax NS B3J 0J2 Email: mark@goldharinc.com; boss@wenovaventures.com Attention: Mark Goldhar; Yicheng Wen
with a copy to (which shall not constitute notice):	Stewart McKelvey 1741 Lower Water Street, Suite 600 Halifax NS B3J 0J2 Email: rbaker@stewartmckelvey.com Attention: Ryan Baker
A copy of all notices shall be sent to:	Grant Thornton Limited 1675 Grafton Street, Suite 1000 Halifax NS B3J 0E9 Email: Liam.Murphy@doane.gt.ca Attention: Liam Murphy
with a copy to:	Reconstruct LLP 80 Richmond Street West, Suite 1700 Toronto ON M5H 2A4 Email: skour@reconllp.com

Attention: Sharon Kour

9.4 Public Announcements

The Company shall be entitled to disclose this Agreement to the Court and parties in interest in the CCAA Proceedings, other than any information which the Purchaser advises the Company in writing as being confidential, and this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings. Other than as provided in the preceding sentences or statements made in Court (or in pleadings filed therein), the Purchaser shall not issue (prior to or after the Closing) any press release or make any public statement or public communication with respect to this Agreement or the Transactions contemplated hereby without the prior consent of the Company, which shall not be unreasonably withheld or delayed.

9.5 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

9.6 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, including for greater certainty, ResidualCo, provided that no consent, waiver or agreement of ResidualCo shall be required for any amendment of this Agreement.

9.7 Entire Agreement

This Agreement and the attached Schedules hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by the Company and the Purchaser.

9.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with the Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

9.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court in the CCAA Proceedings, and any appellate courts of the Province of Nova Scotia therefrom.

9.10 Assignment

- (a) The Purchaser may assign its rights under this Agreement prior to Closing, in whole or in part, without the prior written consent of the Company or the Monitor, provided that: (i) the Purchaser provides prior notice of such assignment to the Company and the Monitor; (ii) such assignee agrees to be bound by the terms of this Agreement to the extent of the assignment; and (iii) no assignment shall relieve the Purchaser of any of its obligations hereunder which the Purchaser shall remain primarily liable therefore.
- (b) Except as specifically contemplated herein as it relates to ResidualCo, this Agreement may not be assigned by the Company without the consent of the Monitor.

9.11 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

9.12 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

9.13 Amendment and Waiver

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement (including the Schedules hereto) shall be binding unless executed in writing by all Parties hereto, and provided that such amendment is consented to by the Monitor. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

9.14 Monitor's Capacity

In addition to all of the protections granted to the Monitor under the CCAA Proceedings or any order of the Court in this CCAA Proceedings, the Company and the Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Company and not in its personal capacity, and the Monitor and its directors, officers, employees, agents, advisors, lawyers and successors and assigns will have no Liability, whether in its capacity as Monitor, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever.

9.15 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

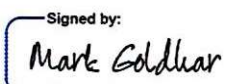
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

**SPRING LOADED TECHNOLOGY
INCORPORATED**

Per: 
Name: JOE ELLSMERE
Title: CEO
I have the authority to bind the corporation

4782489 NOVA SCOTIA LIMITED

Per: 
Name: Mark Goldhar
Title: Secretary
I have the authority to bind the corporation

SCHEDULE 1.1(aa)
Excluded Assets

Each of the following:

1. All shares or other Equity Interests of Spring Loaded Technology US Inc.
2. All Excluded Contracts.

SCHEDULE 1.1(bb)
Excluded Contracts

Each of the following:

1. All Contracts for borrowed money.
2. All Contracts involving repayable contributions and no further funding to the Company.
3. All guarantees or sureties of the Company.
4. All Contracts for Excluded Liabilities.

SCHEDULE 1.1(ff)
Implementation Steps

[To be completed]

SCHEDULE 1.1(ss)
Permits and Licenses

Each of the following:

1. Health Canada Class 1 Manufacture and Importer License (MDEL).
2. U.S. Food and Drug Administration (FDA) Registration.
3. UK Medicines and Healthcare products Regulatory Agency (MHRA) Registration.

SCHEDULE 1.1(tt)
Permitted Encumbrances

None.

SCHEDULE 1.1(yy)
Retained Assets

Each of the following:

1. All cash and cash equivalents.
2. All accounts receivable.
3. All tax attributes and associated receivables, including:
 - a. HST/GST returns, SR&ED input tax credits (ITCs), and carryforward input tax credits (ITCs);
 - b. carryforward non-capital losses; and
 - c. any net operating loss, net capital loss, investment tax credit, foreign tax credit, charitable deduction or any other credit or tax attribute that could be carried forward or back to reduce Taxes (including deductions and credits relating to alternative minimum Taxes).
4. Physical equipment, property and inventory.
5. Corporate records.
6. All Intellectual Property, whether registered or unregistered, and including all
 - a. patents and patent applications (domestic and foreign);
 - b. trade secrets, know-how, inventions, designs, processes, formulas, and proprietary information; and
 - c. copyrights, trademarks, service marks, and related goodwill.
7. All customer lists, customer data, and customer-related information.
8. All Permits and Licenses, rights, and claims related thereto.
9. All Retained Contracts.
10. All documentation, source materials, and records related to the foregoing.

SCHEDULE 1.1(zz)
Retained Contracts

Each of the following:

1. All customer contracts, including:
 - a. supply contracts with US Veterans Affairs, and Canadian Veterans Affairs; and
 - b. independent sales representative contracts and distribution agreements (including GE Consultants Medicaux, Inc, and Medi UK).
2. All employment agreements and Contracts.
3. All third-party agreements with respect to employee benefit plans.
4. All insurance policies of the Company.
5. Any Contracts in respect of the Company's bank accounts and credit cards.
6. Software licenses (including Toolkit 3D, Rhinoceros 3D, and Autodesk Fusion360).
7. All Contracts relating to Retained Assets (other than those specified as Excluded Contracts).
8. All other Contracts that are not Excluded Contracts.

SCHEDULE 1.1(zz)
Retained Liabilities

Each of the following:

1. Accounts payable with:
 - a. Designfusion;
 - b. Action O&P, Inc.;
 - c. Click Medical, LLC; and
 - d. Flextech, Inc.
2. Accrued sale commissions liabilities payable to the Company's inside sales team and independent sales representative partners.
3. Accrued vacation pay liabilities for the current, and prior years.

SCHEDULE 2.3(a)
Excluded Liabilities

Each of the following:

1. All indebtedness and Liabilities for borrowed money, including any indebtedness and Liabilities due to:
 - a. Business Development Bank of Canada;
 - b. BDC Capital Inc.;
 - c. Invest Nova Scotia (formally Nova Scotia Innovation Corporation);
 - d. Consortium MedTeq;
 - e. Atlantic Canada Regional Venture Fund Limited Partnership (Build Ventures);
 - f. Wilsang Corporation;
 - g. Cedar Point Business Solutions Inc.;
 - h. Joe Ellsmere;
 - i. Ben Ross;
 - j. Helen Steer;
 - k. Wenova Ventures Limited;
 - l. 3323381 Nova Scotia Limited;
 - m. Any other holder of a debenture issued by the Company; and
 - n. Atlantic Canada Opportunities Agency.
2. All indebtedness and Liabilities in respect of Canada Emergency Business Account (CEBA) loans.
3. All indebtedness and Liabilities under repayable contributions and other debt-like arrangements that will not provide further funding to the Company.
4. All Claims against the Company.
5. All Liabilities relating to or under the Excluded Assets and/or Excluded Contracts.
6. All Liabilities relating to, or arising from the termination or cancellation of, any Equity Interests (other than the Purchased Shares).
7. Any and all Liabilities pertaining to the administration of the CCAA Proceedings including, without limitation, under any Court ordered charge granted therein.
8. Any and all Liabilities relating to any change of control provision that may arise in connection with the change of control contemplated by the Transaction and to which the Company may be bound as at the Closing Time.
9. Any and all Liabilities that are not Retained Liabilities.

Appendix G

SISP and SISP Procedures

SUPREME COURT OF NOVA SCOTIA

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

AND IN THE MATTER OF an application by Spring Loaded Technology Incorporated (the "**Applicant**") for creditor protection under s.11 of the CCAA and other relief.

SISP APPROVAL ORDER

Before the Honourable Justice John P. Bodurtha in chambers:

UPON MOTION of the Applicant for an order pursuant to the CCAA, inter alia:

- (a) approving the sale and investment solicitation process in the form attached hereto as **Schedule "B"** (the "**SISP**") and granting certain related relief;
- (b) approving the Stalking Horse Agreement (as defined below) as the stalking horse bid for purposes of the SISP; and
- (c) granting the Bid Protections Charge (as defined below),

UPON READING the Notice of Motion, the Affidavit of Joe Ellsmere sworn January 30 2026 and the Supplementary Report of the Proposed Monitor, filed in these proceedings, and on hearing the submissions of counsel for the Applicant and such other counsel who were present and wished to be heard, with all parties being duly served and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice;

AND UPON READING the Affidavit of Service of Melissa De Caria sworn January 30, 2026 confirming that the parties on the service list maintained in these proceedings were served with notice of this Motion;

NOW UPON MOTION

IT IS HEREBY ORDERED THAT:

SERVICE AND DEFINITIONS

1. The service of the notice of motion in chambers, and the supporting documents, as set out in the affidavit of service is hereby deemed adequate notice so that the motion is properly returnable today and further service thereof is hereby dispensed with.
2. All terms not otherwise defined herein have the meaning given to it under the initial order dated as of January 26, 2026 (as amended and restated from time to time, the "**Initial Order**").

INTERPRETATION

3. Capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them under the SISP.

APPROVAL OF SALES AND INVESTMENT SOLICITATION PROCESS

4. The SISP (subject to such amendments as may be agreed to by the Monitor and the Applicants) is hereby approved.
5. The Monitor, with the assistance of the Applicant, and if deemed necessary by the Monitor, a Sales Advisor (as defined in the SISP), are hereby authorized and empowered to proceed, carry out, and implement the SISP and all corresponding sales, marketing, or tendering processes, including any and all actions related thereto, substantially in accordance with the SISP.
6. The Monitor and the Applicant are further hereby authorized and empowered to take such steps as they consider necessary or appropriate in carrying out each of their respective obligations under the SISP, subject to approval of this Court being obtained before the completion of any transaction(s) resulting from the SISP.
7. The Monitor, the Applicant, and any interested person, are hereby authorized and empowered to apply to this Court to amend, vary, or seek any advice, directions or the approval or vesting of any transactions, in connection with the SISP.
8. The Monitor and its affiliates, partners, directors, employees, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or as a result of the conducting of the SISP, except to the extent such losses, claims, damages or liabilities result from the gross negligence

or wilful misconduct of the Monitor in performing its obligations under the SISP Procedure, as determined by this Court.

9. In implementing the SISP, the Monitor shall have all of the benefits and protections granted to it under the CCAA, the Initial Order, and any other order of the Court in the within proceedings.

10. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Applicant, the Monitor and their respective advisors are hereby authorized and permitted, subject to the execution of a non-disclosure agreement, to disclose and transfer to prospective SISP participants (each, a "**SISP Participant**") and their advisors personal information of identifiable individuals but only to the extent desirable or required to negotiate or attempt to complete a transaction pursuant to the SISP (a "**Transaction**"). Each SISP Participant to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and if it does not complete a Transaction, shall return all such information to the Applicants or the Monitor, or in the alternative destroy all such information and provide confirmation of its destruction if requested by the Applicants or the Monitor. Any Successful Party shall maintain and protect the privacy of such information and, upon closing of the Transaction(s) contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Business and/or Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicants, and shall return all other personal information to the Applicants or the Monitor, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Applicants or the Monitor.

Stalking Horse Purchase Agreement:

11. The Applicants are hereby authorized and empowered to enter into the Stalking Horse Agreement dated January 30, 2026, (the "**Stalking Horse Agreement**"), between the Applicant, as vendor (the "**Vendor**") and 4782489 Nova Scotia Limited as purchaser (the "**Stalking Horse Purchaser**"), attached as Appendix F to the Monitor's First Report dated January 30, 2026 with such minor amendments as may be acceptable to the Vendor and the Stalking Horse Purchaser with the approval of the Monitor; provided that, nothing herein approves the sale and the vesting of any Property to the Stalking Horse Purchaser (or any of its designees) pursuant to the Stalking

Horse Agreement and that the approval of any sale and vesting of any such Property shall be considered by this Court on a subsequent motion made to this Court if the transaction set out in the Stalking Horse Agreement is designated as the Successful Bid pursuant to the SISP.

12. The Stalking Horse Agreement is hereby approved and accepted solely for the purposes being the stalking horse bid under the SISP and subject to further order of the Court referred to in paragraph 11.

13. As soon as reasonably practicable following the Vendor and the Stalking Horse Purchaser agreeing to any amendment to the Stalking Horse Agreement permitted pursuant to the terms of this Order, the Applicant shall: (a) file a copy thereof with this Court; (b) serve a copy thereof on the Service List; and (c) provide a copy thereof to each SISP Participant (as hereinafter defined) excluding from the public record any confidential information that the Vendor and the Stalking Horse Purchaser, with the consent of the Monitor, agree should be redacted.

BID PROTECTIONS

14. The Break-up Fee (as defined in the Stalking Horse Agreement) is hereby approved and the Vendor is hereby authorized and directed to pay the Break-up Fee to the Stalking Horse Purchaser (or to such other person as it may direct) in the manner and circumstances described in the Stalking Horse Agreement.

15. The Stalking Horse Purchaser shall be entitled to the benefit of and is hereby granted a charge (the "**Bid Protections Charge**") which charge shall not exceed \$90,000 as security for the payment of the Break-up Fee, in the manner and circumstances described in the Stalking Horse Agreement.

16. The filing, registration or perfection of the Bid Protections Charge shall not be required, and that the Bid Protections Charge shall be valid and enforceable for all purposes, including against any right, title or interest filed, registered, recorded or perfected subsequent to the Bid Protections Charge, notwithstanding any such failure to file, register, record or perfect.

17. The Bid Protections Charge shall constitute a charge on the Property and shall rank subordinate to the Charges (as defined in the ARIO and the Amended Charging Order), but in priority to all other Encumbrances (as defined in the ARIO and the Amended Charging Order).

18. Except for the Charges approved or such other charges as may be approved by this Court on notice to parties in interest, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, the Bid Protections Charge, unless the Applicants obtain the prior written consent of the Monitor and the Stalking Horse Purchaser, or further Order of this Court.

19. The Bid Protections Charge shall not be rendered invalid or unenforceable and the rights and remedies of the Stalking Horse Purchaser shall not otherwise be limited or impaired in any way by: (i) the pendency of these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), or otherwise, or any bankruptcy order(s) or receivership order(s) made pursuant to such applications; (iii) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (iv) the provisions of any federal or provincial statutes; or (v) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (each, an "**Agreement**") which binds any of the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Bid Protections Charge nor the execution, delivery, perfection, registration or performance of the Stalking Horse Agreement shall create, cause or be deemed to constitute a breach by any of the Applicants of any Agreement to which they are a party;
- (b) the Stalking Horse Purchaser shall not have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Bid Protections Charge or the execution, delivery or performance of the Stalking Horse Agreement; and
- (c) the payments made by and of the Vendors, pursuant to this Order, the Stalking Horse Purchase Agreement, and the granting of the Bid Protections Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

20. The Bid Protections Charge created by this Order over leases of real property in Canada shall only be a charge on the Applicants' interest in such real property lease.

21. The Stalking Horse Purchaser, with respect to the Bid Protections Charge only, shall be treated as unaffected in any Plan, or any plan filed by the Applicant under the CCAA.

GENERAL

22. The Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

23. Nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, construction lien trustee, or a trustee in bankruptcy of the Applicant, the Business or the Property.

24. The aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction outside Nova Scotia, is requested to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

25. The Applicant and the Monitor may apply to any court, tribunal, or regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and the Monitor may act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

26. Any interested party, including the Applicant and the Monitor, may apply to this Court to vary or amend this Order on such notice required under the *Civil Procedure Rules* or as this Court may order.

27. This Order and all of its provisions are effective as of 12:01 a.m. Atlantic Standard Time on the date of this Order.

DATED at Halifax, Nova Scotia, this _____ day of February 2026.

Prothonotary

Schedule "A"

SERVICE LIST

SUPREME COURT OF NOVA SCOTIA

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

AND IN THE MATTER OF an application by Spring Loaded Technology Incorporated (the "**Applicant**") for relief under s. 11 of the CCAA and other relief.

SERVICE LIST

(January 28, 2026)

O'KEEFE & SULLIVAN Suite 202, Purdy's Wharf II 1969 Upper Water St. Halifax, NS B3J 3R7 Darren D. O'Keefe Email: dokeefe@okeefesullivan.com Wayne Myles Email: wmyles@okeefesullivan.com Essber Essber Email: eessber@okeefesullivan.com Counsel for the Applicant	GRANT THORNTON LTD. 1675 Grafton St Halifax, NS B3J 0E9 Liam Murphy Email: liam.murphy@doane.gt.ca Corey Hines Email: corey.hines@doane.gt.ca The Monitor
RECONSTRUCT LLP 80 Richmond Street West, Suite 1700 Toronto, ON M5H 2A4 Sharon Kour Email: skour@reconllp.com Julien Gosset Email: jgosset@reconllp.com Counsel for the Monitor	STEWART McKELVEY Queen's Marque 600-1741 Lower Water Street Halifax, NS B3J 0J2 Sara L. Scott Email: sscott@stewartmckelvey.com Ryan Baker Email: rbaker@stewartmckelvey.com Counsel for Wenova Ventures Ltd.

THE TORONTO-DOMINION BANK 1785 Barrington St P.O. Box 427 Halifax, NS B3J 2P8 Chris Penny Manager of Commercial Services Email: christopher.penny@td.com Jeff Davies Email: jeffrey.davies@td.com	CEDAR POINT BUSINESS SOLUTIONS INC. 20 Garden Court Terrace Dartmouth, NS B3A 3S6 Chris Cowper-Smith Email: chris@cedarpointco.com
3323381 NOVA SCOTIA LIMITED 239 Five Island Road Hubley, NS B3Z 1B5 Mark Goldhar Email: mark@goldharinc.com	CANADA REVENUE AGENCY Department of Justice Canada Atlantic Region, National Litigation Sector 5251 Duke Street, Suite 1400 Halifax, NS B3J 1P3 David Lasaga Email: david.lasaga@justice.gc.ca
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CONSORTIUM MEDTEQ 740 Notre-Dame St. W, Suite 1400 Montreal, QC H3C 3X6 François Bergeron Email: francois.bergeron@medteq.ca	BDC CAPITAL INC. 100-5 Place Ville-Marie Montreal, QC H3B 5E7 Phil Anzarut Email: phil.anzarut@bdc.ca
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JOE ELLSMERE 1-2157 Connaught Ave Halifax, NS B3L 2Z2 Joe Ellsmere Email: joe.ellsmere@gmail.com	

Email List

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Schedule "B"

SISP

**SALES AND INVESTMENT SOLICITATION PROCESS FOR
THE BUSINESS AND ASSETS OF
SPRING LOADED TECHNOLOGIES INC.**

I. Introduction

1. On January 26, 2026, the Supreme Court of Nova Scotia (the "**Court**") issued an initial order (the "**Initial Order**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**") in these proceedings (the "**CCAA Proceedings**"). The Initial Order, among other things: (i) appointed Grant Thornton Limited as the Court-appointed monitor (in such capacity, the "**Monitor**") of Spring Loaded Technology Incorporated (the "**Applicant**"); and (ii) approved an interim financing facility (the "**DIP Facility**") from 4782489 Nova Scotia Limited (the "**DIP Lender**") pursuant to an interim financing term sheet dated January 22, 2026 by and between the DIP Lender and the Applicant.
2. On February 03 2026, the Court granted two orders: (i) an amended and restated Initial Order (the "**ARIO**") that, among other things, approved a key employee incentive plan ("**KEIP**") and a corresponding charge over the Applicant's current and future assets, undertakings, and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**") in favour of the KEIP beneficiaries (the "**KEIP Charge**"); and (ii) an order (the "**SISP Approval Order**") that, among other things, authorized the Monitor to implement a sale and investment solicitation process ("**SISP**") in accordance with the terms hereof. Capitalized terms that are not otherwise defined herein have the meanings ascribed to them in the ARIO or the SISP Approval Order.
3. Copies of the ARIO, the SISP Approval Order, and all other materials filed in these proceedings can be found at the following URL: www.DoaneGrantThornton.ca/SpringLoaded (the "**Monitor's Website**").
4. This SISP sets out the manner in which: (a) binding bids for a refinancing, sale or other strategic investment or transaction (each, a "**Transaction**") involving the business, assets and/or equity of the Applicant (the "**Opportunity**"), will be solicited from interested parties; (b) any such bids received will be addressed; (c) the selection by the Monitor of the winning bid ("**Successful Bid**") will be selected; and (d) Court approval of a Successful Bid will be sought.
5. The SISP shall be conducted by the Monitor.
6. Parties who wish to have their bids considered must participate in the SISP.
7. The Applicant, as vendor, 4782489 Nova Scotia Limited, as buyer (in such capacity, the "**Stalking Horse Bidder**") have entered into a share subscription agreement dated January 30, 2026 (the "**Stalking Horse Agreement**" or when referring to the bid established thereby, the "**Stalking Horse Bid**"), pursuant to which the Stalking Horse Bidder has agreed to acquire all of the issued and outstanding shares of the Applicant pursuant to an approval and reverse vesting order of the Court. A copy of the Stalking Horse Agreement is attached as Schedule "B".

II. Marketing and Solicitation

8. The Monitor will:

- (a) disseminate marketing materials and a process letter (which letter shall, among other things, direct recipients to the Monitor's Website for a copy of this SISP) to potentially interested parties identified by the Monitor, or any other interested party who contacts the Applicant or the Monitor;
- (b) solicit interest from interested parties with a view to such parties entering into non-disclosure agreements (each an "**NDA**"). Parties shall only obtain access to the virtual data room (the "**VDR**") and be permitted to participate in the SISP if they execute an NDA, in form and substance satisfactory to the Monitor;
- (c) provide interested parties who have executed an NDA with: (i) a letter outlining the Opportunity; and (ii) access to the VDR containing diligence information in respect of the Opportunity and such other diligence information as the Monitor considers advisable; and
- (d) request that such parties submit a an offer that meets at least the requirements set forth in Phase 1 and Phase 2 below, as determined by the Monitor, by the applicable deadlines.

III. SISP Timelines

9. The SISP shall be conducted subject to the terms hereof and the following key milestones:

Milestone	Deadline
Phase 1 ("Phase 1")	
Application for SISP Approval	February 3, 2026
Commencement of Marketing, including Solicitation Letter and Due Diligence	February 9, 2026
Deadline for submission of Phase 1 letters of intent (the " Phase 1 LOI Deadline ")	February 24, 2026
Determination of Qualified Bidders for Phase 2, if any (the " Qualification Deadline ")	February 25, 2026
Phase 2 ("Phase 2")	
Deadline for submission of Phase 2 bids, if required (the " Phase 2 Bid Deadline ")	March 12, 2026

Notification of Auction (if applicable)	March 13, 2026
Auction (if applicable)	By March 18, 2026
Selection of Successful Bid (assuming Auction)	By March 19, 2026
Schedule the Sale Approval Hearing	As soon as reasonably practical following the selection of the Successful Bid
Target Closing Date Deadline (the " Target Closing Date ")	No later than 7 days following Court approval of the Successful Bid

10. Any extensions or amendments (other than the Target Closing Date) shall be communicated to all bidders in writing and posted on the Monitor's Website.

11. The Monitor may make any modification to the SISP it considers appropriate in the circumstance, in consultation with the Applicant and DIP Lender, and where it considers such modification to be material the Monitor may seek Court approval of such modification on notice to parties in the CCAA Proceedings.

IV. Due Diligence

12. The Monitor shall provide to parties who execute an NDA in form and substance satisfactory to the Monitor (a "**Bidder**"):

- (a) a letter outlining the Opportunity ("**Information Memorandum**"); and
- (b) access to the VDR containing due diligence information in respect of the Opportunity and such other due diligence information as the Monitor, with the assistance of and in consultation with the Applicant, consider advisable.

13. Selected materials may be withheld from certain Bidders if the Monitor, in consultation with the Applicant, determines such information to represent proprietary or sensitive competitive information related to the Opportunity that should not be provided to a specific Bidder.

14. The Monitor shall be permitted, in its discretion, to provide general updates and information in respect of the SISP to any creditor (each a "**Creditor**") and its legal and financial advisors, if applicable, on a confidential basis, upon: (a) the irrevocable confirmation in writing from such Creditor that it will not submit any bid in the SISP; and (b) such Creditor executing a confidentiality agreement or undertaking with the Applicant in form and substance satisfactory to the Monitor.

15. Without limiting the generality of any term or condition of any NDA executed by any potential Bidder or Bidder, unless otherwise agreed by the Monitor or ordered by the Court, no potential Bidder or Bidder shall be permitted to have any discussions with:

- (a) any counterparty to any contract with the Applicant;

- (b) any current or former director, manager, shareholder, officer, member or employee of the Applicant, other than in the normal course of business and wholly unrelated to the Applicant, the Opportunity, the confidential information, the SISP or the CCAA Proceedings; and
- (c) any other potential Bidder, Bidder or the Stalking Horse Bidder regarding the SISP or any bids submitted or contemplated to be submitted pursuant thereto.

16. Notwithstanding the foregoing, where any such communications are agreed to with the Monitor's consent, such discussions shall be made in the presence of the Monitor. For greater certainty at no time shall parties be entitled to communicate or discuss with one another or with any other potential Bidder or Bidder regarding the SISP or any bids submitted or contemplated to be submitted pursuant thereto.

pursuant to this SISP shall be made on an "as is, where is" basis, without any representations or warranties of any kind or

Any bid submitted pursuant to this SISP shall be made on an "as is, where is" basis, without surviving representations or warranties of any kind or

in connection with the Opportunity. The Monitor does not make any representations or warranties whatsoever as to the information or the materials provided through the due diligence process or otherwise made available to any Bidder, including any information contained in the Information Memorandum or VDR.

V. Phase 1 Bid Deadline

18. Bidders that wish to make a formal binding offer pursuant to the SISP must submit by email a non-binding letter of intent (a "**Phase 1 Bid**") so as to be received by the Monitor not later than 5:00 PM (Halifax Time) on February 24, 2026, (the "**Phase 1 Bid Deadline**"), with a copy to each of the persons specified in Schedule "A" hereto.

19. A Phase 1 Bid will be considered a "**Qualified Phase 1 Bid**" only if (collectively, the "**Phase 1 Bid Criteria**"):

- (a) it is submitted on or before the Phase 1 Bid Deadline;
- (b) it is accompanied by a letter setting forth:
 - (i) the identity of the Bidder and full disclosure of any entities and/or individuals that control the Bidder;
 - (ii) the proposed purchase price in Canadian dollars, including details of all assets to be purchased and liabilities to be assumed by the Bidder. The purchase price must be in an amount that is at least \$1,100,000, being the purchase price contained in the Stalking Horse Agreement, plus the \$90,000 break fee in the Stalking Horse Agreement plus the minimum incremental overbid of \$110,000 (a "**Superior Offer**") or is otherwise a better offer than the offer contemplated under the Stalking Horse Agreement;
 - (iii) sources of funding for the proposed transaction which will not be subject to financing ;

- (iv) any anticipated approvals and consents expected to be required to close the transaction and any anticipated impediments to such approvals or consents;
- (v) a summary of due diligence required to be conducted during Phase 2, if any, to advance a binding bid in the SISP;
- (vi) a statement that the bidder expects to be able to consummate a sale transaction pursuant to the SISP on or before the Target Closing Date (as defined herein);
- (vii) all conditions to closing sought by the bidder; and
- (viii) any other terms or conditions that the bidder believes are material to the transaction.

20. Upon confirmation by the Monitor of receipt of a Phase 1 Qualified Bid, the SISP will automatically proceed to Phase 2. The Monitor may, if it deems appropriate or desirable in the circumstances, modify or amend the Phase 1 Bid Criteria.

VI. Criteria for Phase 2 Qualified Bids

21. Any Bidder who wishes to submit a binding bid in the SISP must submit a bid that complies with the following criteria (any bid that so complies, a **"Qualified Bid"**, and the offeror thereof, a **"Qualified Bidder"**):

- (a) it is received by the Monitor by no later than the Phase 2 Bid Deadline at the email addresses specified on Schedule "A" hereto;
- (b) it contains a purchase price is in an amount that is at least \$1,100,000, being a Superior Offer;
- (c) it contemplates closing of the Transaction by no later than April 15, 2026 (the **"Outside Date"**);
- (d) it contains:
 - (i) a duly executed binding Transaction document(s);
 - (ii) the legal name and identity (including jurisdiction of existence) and contact information of the Bidder, full disclosure of its direct and indirect principals, and the name(s) of its controlling equity holder(s);
 - (iii) a redline to the Stalking Horse Agreement;
 - (iv) evidence of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) and, if necessary to complete the Transaction, the Qualified Bidder's equity holder(s);

- (v) disclosure of any past or current connections or agreements with the Applicant, any known, potential, or prospective Bidder, or any current or former officer, manager, director, member or known current or former equity security holder of any of the Applicant; and
- (vi) such other information as may be reasonably requested by the Monitor;
- (e) it provides written evidence of the Qualified Bidder's ability to fully fund and consummate the Transaction and satisfy its obligations under the Transaction documents;
- (f) it does not include any request for or entitlement to any break fee, expense reimbursement or similar type of payment;
- (g) it is not conditional upon:
 - (i) approval from the Qualified Bidder's board of directors (or comparable governing body) or equity holder(s);
 - (ii) the outcome of any due diligence by the Qualified Bidder; or
 - (iii) obtaining financing;
- (h) it includes an acknowledgment and representation that the Qualified Bidder:
 - (i) has had an opportunity to conduct any and all required due diligence prior to making its bid, and has relied solely upon its own independent review, investigation and inspection in making its bid;
 - (ii) is not relying upon any written or oral statements, representations, promises, warranties, conditions, or guaranties whatsoever, whether express or implied (by operation of law or otherwise), made by any Bidder, including the Applicant, the Monitor and their respective employees, officers, directors, agents, advisors (including legal counsel) and other representatives, regarding the proposed Transaction, this SISP, or any information (or the completeness of any information) provided in connection therewith, except as expressly stated in the proposed Transaction documents;
 - (iii) is making its bid on an "*as is, where is*" basis and without surviving representations or warranties of any kind, nature, or description by the Applicant, the Monitor or any of their respective employees, officers, directors, agents, advisors and other representatives, except to the extent set forth in the proposed Transaction documents;
 - (iv) will be bound by this SISP and the SISP Approval Order; and
 - (v) is subject to the exclusive jurisdiction of the Court with respect to any disputes or other controversies arising under or in connection with the SISP or its bid;

- (i) it specifies any regulatory or other third-party approvals the Qualified Bidder anticipates would be required to complete the Transaction (including the anticipated timing necessary to obtain such approvals);
- (j) it includes full details of the Qualified Bidder's intended treatment of the Applicant's stakeholders under or in connection with the proposed bid, including the Applicant's secured creditors, unsecured creditors, employees, customers, suppliers, contractual counterparties and equity holders;
- (k) it is accompanied by a cash deposit (the "**Deposit**") paid to the Monitor, in trust, by wire transfer of immediately available funds in an amount equal to at least 10% of the cash consideration in the Qualified Bid, which Deposit shall be retained by the Monitor in a trust account in accordance with the terms hereof; and
- (l) it includes a statement that the Qualified Bidder will bear its own costs and expenses (including all legal and advisor fees) in connection with the proposed Transaction, and by submitting its bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis.

22. For greater certainty, the Stalking Horse Agreement shall automatically be considered a Qualified Bid for the purposes of this SISP.

23. The Monitor may waive the strict compliance of one or more of the requirements specified above and deem any bid to be a Qualified Bid notwithstanding any noncompliance with the terms and conditions of this SISP.

VII. Criteria for Credit Bids

24. Any party or parties holding a valid, enforceable, and properly perfected security interest in the Applicant may, subject in all respects to such party's compliance with the SISP, submit a bid (a "**Credit Bid**") in the amount of debt secured by such lien as part of any transaction contemplated by the SISP, provided however that:

- (a) any such Credit Bid must comply with the criteria set out in Section 21; and
- (b) any such Credit Bid shall also provide for the indefeasible and irrevocable repayment in full in cash on the date of closing of any such transaction of any and all obligations: (i) owing as at the date of closing pursuant to any charges granted by the Court in the CCAA Proceedings; and (ii) secured by a security interest in the asset(s) to be acquired under such transaction that is senior to the security interest held in such asset(s) by the party submitting such credit bid unless the holder or indenture trustee or agent of any such senior security interest otherwise agrees.

VIII. Selection of Successful Bid(s) and Auction

25. If the Monitor receives no Phase 1 Qualified Bids by the Phase 1 Bid Deadline, the Stalking Horse Bid shall be deemed the Successful Bid.

26. If one or more Qualified Bids (including the Stalking Horse Bid) has been received by the Monitor on or before the Phase 2 Bid Deadline, the Monitor will conduct an auction ("**Auction**").

27. If required, the Auction shall be conducted by March 18, 2026 at the offices of the Monitor at 1675 Grafton St, Halifax, NS B3J 0E9, or by videoconference or at such other location as shall be timely communicated to all parties entitled to attend the Auction, which Auction may be adjourned by the Monitor in its sole discretion.

28. Any Auction shall be conducted in accordance with the following procedures, which the Monitor may adjust in its sole discretion:

- (a) prior to 5:00 p.m. on March 13, 2026, the Monitor will provide all Qualified Bidders that have made a Qualified Bid (which for greater clarity shall include the Stalking Horse Bidder) with the highest or otherwise best Qualified Bid submitted pursuant to the SISP, which Qualified Bid shall become the floor price for the Auction;
- (b) prior 5:00 p.m. on March 16, 2026, each Qualified Bidder intending to participate in the Auction shall inform the Monitor in writing of its intent to participate in the Auction. The Auction shall only be conducted if more than one Qualified Bidder has indicated its intention to participate in the Auction;
- (c) the Monitor shall inform all Qualified Bidders intending to participate in the Auction (such bidder, an "**Auction Bidder**") of the process and protocols for the Auction and the submission of bids during the Auction;
- (d) no person other than an Auction Bidder and/or its representatives shall be entitled to attend the Auction and any Auction Bidder must have at least one representative in attendance at the Auction to make a bid;
- (e) the Auction shall be conducted on an open basis, the true identity of each Auction Bidder at the Auction will be fully disclosed to all other Auction Bidders and all material terms of each bid made at the Auction will be fully disclosed to all other Auction Bidders throughout the entire Auction;
- (f) bidding at the Auction will take place in one or more rounds of bidding so long as during each round at least one subsequent bid is submitted by an Auction Bidder. The minimum incremental overbid is \$100,000.
- (g) the Monitor may employ and announce at the Auction such additional procedural rules that the Monitor determines are reasonable under the circumstances provided that such rules are (i) not inconsistent with these SISP procedures, general practice in insolvency proceedings, the Initial Order or the SISP Order; and (ii) are disclosed to each Auction Bidder at the Auction;
- (h) if, in any round of bidding, no new bid is made, the Auction shall be closed and no bids (from Qualified Bidders or otherwise) shall be considered after the conclusion of the Auction.

29. At the end of the Auction, the Monitor shall select the successful bid and the Auction Bidder who made the successful bid shall be deemed the "Successful Bidder" hereunder.

30. In selecting a Successful Bid, the Monitor shall consider, among other things, the following criteria:

- (a) the amount of consideration being offered and, if applicable, the proposed form, composition and allocation of same;
- (b) the value of any assumption of liabilities or release of liabilities not otherwise accounted for in (i) above;
- (c) the likelihood of the Bidder's ability to close the Transaction by no later than the Outside Date (including factors such as: the Transaction structure and execution risk; conditions to, timing of, and certainty of closing; termination provisions; necessity for and availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals, if any);
- (d) the likelihood of the Court's approval of the Successful Bid;
- (e) the overall benefit to the Applicant and their secured and unsecured creditors and other stakeholders; and
- (f) any other factors the directors or officers of Applicant may, consistent with their fiduciary duties, reasonably deem relevant.

31. The highest bid may not necessarily be accepted by the Monitor. The Monitor, in consultation with the Applicant and DIP Lender, reserves the right not to accept any Qualified Bid and to otherwise terminate the SISP. The Monitor reserves the right to deal with one or more Bidders to the exclusion of others, to accept a Qualified Bid for different assets comprising the Opportunity or to accept multiple Qualified Bids and enter into definitive agreements in respect of all such bids.

IX. Court Approval of Successful Bid(s)

32. Following selection of the Successful Bid, if any, the Monitor, with the assistance of the Applicant, shall seek to finalize any remaining necessary definitive agreement(s) with respect to the Successful Bid in accordance with the milestones set out in Section 9.

33. Once the necessary definitive agreement(s) with respect to a Successful Bid have been finalized, as determined by the Monitor, the Monitor shall apply to the Court for an order or orders approving such Successful Bid and/or the mechanics to authorize the Monitor and Applicant to complete the transactions contemplated thereby, as applicable, and authorizing the Applicant or Monitor to: (a) enter into any and all necessary agreements and related documentation with respect to the Successful Bid; (b) undertake such other actions as may be necessary to give effect to such Successful Bid; and (c) implement the Transaction contemplated in such Successful Bid (each, an "**Approval Order**"). If the Successful Bid is not consummated in accordance with its terms, the Monitor shall be authorized, but not required, to elect that a Back-Up Bid (if any) be a Successful Bid.

X. Deposits

34. If a Successful Bid is selected and an Approval Order authorizing the consummation of the Transaction contemplated thereunder is granted by the Court, any Deposit paid in connection with such Successful Bid will be non-refundable and shall, upon closing of the Transaction contemplated by such Successful Bid, be applied to the cash consideration to be paid in connection with such Successful Bid or be dealt with as otherwise set out in the definitive agreement(s) entered into in connection with such Successful Bid.

35. Any Deposit delivered with a Qualified Bid that is not selected as a Successful Bid will be returned to the applicable Bidder by the Monitor as soon as reasonably practicable (but not later than ten (10) business days) after the date of the applicable Approval Order or such earlier date as may be determined by the Monitor.

XI. Closing

36. Closing of the Transaction contemplated in an Approval Order shall occur as soon as reasonably practical following the issuance of such Approval Order, and, in any event, by the Outside Date.

XII. Confidentiality and Access to Information

37. Unless otherwise provided for herein, participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Bidders, Qualified Bidders, or a Successful Bidder, or the details of any bid submitted or the details of any confidential discussions or correspondence between the Applicant, the Monitor, or the Stalking Horse Bidder and any such other Bidder, Qualified Bidder or Successful Bidder in connection with the SISP.

38. All discussions regarding bids should be directed through the Monitor. Under no circumstances should the management of the Applicant be contacted directly without the prior consent of the Monitor. Any such unauthorized contact or communication could result in exclusion of the Bidder or Qualified Bidder, as applicable, from the SISP. In its sole discretion, the Monitor may require any person to execute a confidentiality agreement or NDA prior to receiving any information regarding the SISP, including any information relating to the Property, the Business, the number or identity Bidder, Qualified Bidder or Successful Bidder or the detail of any bids received.

XIII. General

39. Other than as specifically set forth in a definitive agreement between the Applicant and a Successful Bidder, the SISP does not, and will not be interpreted to, create any contractual or other legal relationship among the Applicant, the Monitor, and any other Bidder.

40. The Applicant and the Monitor shall not be liable for any claim for a brokerage commission, finder's fee or like payment in respect of the completion of any of the transactions completed under the SISP. Any such claim shall be the sole liability of the Bidder who completes a Transaction under the SISP pursuant to which the claim is being made.

41. Unless otherwise set out herein, participants and prospective participants in this SISP shall not be permitted to receive any information that is not generally available to all participants relating to the number or identity of Bidders, Qualified Bidders or the details of any confidential

discussions or correspondence between the Monitor and Qualified Bidders in connection with this SISP.

42. The Monitor with the assistance of the Applicant may, with the consent of the applicable Bidders, disclose information about one bid to another Bidder(s) for the purpose of seeking to combine separate bids into an aggregate bid.

43. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with their participation in the SISP, including the submission of any bid or Qualified Bid, due diligence activities, completion of a Successful Bid, preparation for and attendance at the Approval Order hearing and any negotiations or actions whether or not they lead to the consummation of a Transaction.

44. At any time during this SISP, the Applicant or the Monitor may apply to the Court for advice and directions regarding the implementation and completion of this SISP.

SCHEDULE "A": E-MAIL ADDRESSES FOR DELIVERY OF BIDS

To the Monitor:

Grant Thornton Ltd.
1675 Grafton St
Halifax
NS B3J 0E9

Liam Murphy
Liam.Murphy@doane.gt.ca

Corey Hines
corey.hines@doane.gt.ca

with a copy to legal counsel to the Monitor:

Reconstruct LLP
80 Richmond Street West,
Suite 1700, Toronto, ON
M5H 2A4

Sharon Kour
skour@reconllp.com

Julien Gosset
jgosset@reconllp.com

SCHEDULE "B": STALKING HORSE AGREEMENT

SUBSCRIPTION AGREEMENT

This Subscription Agreement is made as of January 30, 2026 (the "**Effective Date**") between:

SPRING LOADED TECHNOLOGY INCORPORATED, a corporation existing under the laws of Canada (the "**Company**")

– and –

4782489 NOVA SCOTIA LIMITED, a company incorporated pursuant to the laws of the Province of Nova Scotia, or its permitted assignee or nominee (the "**Purchaser**")

WHEREAS:

- A. Pursuant to the order of the Supreme Court of Nova Scotia in Bankruptcy and Insolvency (the "**Court**") issued on January 26, 2026 (as amended, amended and restated, or otherwise modified from time to time, the "**Initial Order**"), the Company obtained, among other things, creditor protection under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**" and the proceedings, the "**CCAA Proceedings**") and Grant Thornton Limited was appointed as Monitor of the Company (in such capacity, the "**Monitor**");
- B. The Company will bring a motion to the Court for an order (the "**SISP Order**") approving, and authorizing and directing the Monitor to conduct, a stalking horse sale and investment solicitation process (the "**SISP**") to solicit offers or proposals for a sale of, or investment in, the Company or all or part of the Company's assets and business operations;
- C. The Purchaser has agreed to act as a stalking horse bidder in the SISP and the Company and Purchaser have agreed, with the consent of the Monitor, that the Transaction shall constitute a stalking horse bid in the SISP in accordance with the terms of the SISP and subject to Court approval; and
- D. Subject to the granting of the SISP Order, the designation of the Transaction as the Successful Bid pursuant to the SISP, the granting of the Approval and Reverse Vesting Order, and the other conditions set forth herein, the Company has agreed to issue from treasury and sell the Purchased Shares to the Purchaser, and the Purchaser has agreed to subscribe for and purchase the Purchased Shares, subject to and in accordance with the terms and conditions set forth in this Agreement and the CCAA Proceedings

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby acknowledge and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Unless something in the subject matter or context is inconsistent therewith, the following terms shall have the following meanings:

- (a) **"Affiliate"** has the meaning given to the term "affiliate" in the *Canada Business Corporations Act* (Canada).
- (b) **"Agreement"** means this subscription agreement, as may be further amended, amended and restated, or supplemented from time to time in accordance with the terms hereof.
- (c) **"Applicable Law"** means, in respect of any Person, property, transaction or event, any: (i) domestic or foreign statute, law (including the common law), ordinance, rule, regulation, treaty, restriction, regulatory policy, standard, code or guideline, by-law or order; (ii) judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, instruments or awards of any Governmental Authority; and (iii) policies, practices, standards, guidelines and protocols having the force of law, that applies in whole or in part to such Person, property, transaction or event.
- (d) **"Approval and Reverse Vesting Order"** means an order by the Court, in form and substance satisfactory to the Purchaser, acting reasonably, among other things: (i) approving and authorizing this Agreement and the Transaction; (ii) vesting out of the Company all Excluded Assets, Excluded Contracts, and Excluded Liabilities and Discharging all Encumbrances affecting the Company, Retained Assets, and Purchased Shares, other than Permitted Encumbrances; (iii) authorizing and directing the Company to file the Articles of Reorganization and terminating and cancelling all Equity Interests of the Company, other than the Purchased Shares; and (iv) authorizing and directing the Company to issue the Purchased Shares to the Purchaser, free and clear of all Encumbrances affecting the Company, Retained Assets, and Purchased Shares, other than Permitted Encumbrances.
- (e) **"Articles of Reorganization"** means articles of reorganization in respect of the Company authorizing the issuance of the Purchased Shares and the cancellation of the Existing Shares for no consideration on Closing; such articles of reorganization to be in a form and substance satisfactory to the Purchaser and the Monitor.
- (f) **"Authorization"** means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person's property or business and affairs (including any zoning approval or building permit) or from any Person in connection with any easements, contractual rights or other matters.
- (g) **"Books and Records"** means: (i) all of Company's files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including financial, Tax and accounting books and records; (ii) the corporate records of the Company; (iii) all files, documents, instruments, papers, books and records (whether stored or maintained in hard copy, digital or electronic format or otherwise), including financial, Tax and accounting books and records used by, or in the possession of Company, including information, documents and records relating to the Retained Contracts, the Employees, customer lists, customer information and account records, sales records, computer files, data processing records, sales literature, advertising and marketing data and records, cost and pricing information, production reports and records, equipment logs, operating guides and manuals, credit records, records relating to present and former suppliers and

contractors, plans and projections and all other records, data and information stored electronically, digitally or on computer-related media.

- (h) **"Break Fee"** has the meaning set out in Section 5.2(c).
- (i) **"Business"** means the business conducted by Company, being the research, development, manufacturing and sale of medical devices, which business includes the ownership of patents and other intellectual property concerning such medical devices.
- (j) **"Business Day"** means a day on which banks are open for business in Halifax, Nova Scotia, but does not include a Saturday, Sunday or statutory holiday in the Province of Nova Scotia.
- (k) **"CCAA"** has the meaning set out in the recitals hereto.
- (l) **"CCAA Proceedings"** has the meaning set out in the recitals hereto.
- (m) **"Claims"** means any civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim of any nature or kind (including any cross-claim or counterclaim), demand, investigation, audit, chose in action or cause of action, suit, default, assessment, litigation, prosecution, third party action, arbitral proceeding or proceeding, complaint or allegation, by or before any Person.
- (n) **"Closing"** means the closing and consummation of the Transaction.
- (o) **"Closing Amount"** has the meaning set out in Section 2.5.
- (p) **"Closing Date"** means the date that is five (5) Business Days after the date upon which the conditions set forth in ARTICLE 7 have been satisfied or waived, other than any conditions set forth in ARTICLE 7 that by their terms are to be satisfied or waived at the Closing (or such other earlier or later date as may be agreed by the Parties in writing).
- (q) **"Closing Time"** means 12:01 a.m. (Halifax time) on the Closing Date or such other time on the Closing Date as the Parties agree in writing.
- (r) **"Contracts"** means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral, to which Company is a party or by which Company bound or in which the Company, or will at Closing have, any rights or by which any of its property or assets are or may be affected, including any Contracts in respect of Employees.
- (s) **"Court"** has the meaning set out in the recitals hereto.
- (t) **"Deposit"** has the meaning set out in Section 2.5.
- (u) **"Discharge"** means, in relation to any Encumbrance against any Person or upon any asset, undertaking or property, the full, final, irrevocable, complete and permanent waiver, release, discharge, cancellation, termination and extinguishment of such Encumbrance against such Person or upon such asset, undertaking or property and all proceeds thereof.
- (v) **"Effective Date"** has the meaning set out in the preamble hereto.

- (w) **"Employee"** means any individual who is employed by Company as of the Closing Date, whether on a full-time or a part-time basis and includes an employee on short term or long term disability leave.
- (x) **"Encumbrance"** means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered) and includes a security interest, mortgage, easement, adverse ownership interest, defect on title, condition, right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, hypothec, pledge, deposit by way of security, hypothecation, assignment, charge, security under sections 426 or 427 of the *Bank Act* (Canada), trust or deemed trust, voting trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive licence or sole licence, or any other right, option or Claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof, affecting the Company, the Purchased Shares or the Retained Assets.
- (y) **"ETA"** means the *Excise Tax Act* (Canada).
- (z) **"Equity Interests"** means any shares, stock, partnership, membership, joint venture, or other ownership or equity interest, participation or securities of any nature or kind of a Person, whether voting or non-voting, whether preferred, common or otherwise, whether convertible or otherwise, including any contract, plan, indenture, deed, certificate, debenture, convertible debenture or loan, subscription rights, conversion rights, pre-emptive rights, warrants, options (including stock option or share purchase or equivalent plans), share appreciations, contingent interests or similar rights, or other documents or instruments governing and/or having been created or granted in connection with any of the foregoing.
- (aa) **"Excluded Assets"** means: (i) all rights, covenants, obligations and benefits in favour of ResidualCo under this Agreement that survive Closing; and (ii) the properties, rights, assets and undertakings of the Company listed in Schedule 1.1(aa), as the same may be modified by the Purchaser no later than five (5) Business Days before the Closing Date in accordance with the terms hereof.
- (bb) **"Excluded Contracts"** means all Contracts and other agreements of Company that are not Retained Contracts and for greater certainty, includes those contracts and agreements which are listed on Schedule 1.1(bb), as the same may be modified by the Purchaser no later than five (5) Business Days before the Closing Date in accordance with the terms hereof.
- (cc) **"Excluded Liabilities"** has the meaning set out in Section 2.3(a).
- (dd) **"Governmental Authority"** means: (i) any court, tribunal, judicial body or arbitral body or arbitrator; (ii) any domestic or foreign government or supranational body or authority whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental body, governmental bureau, governmental department, governmental tribunal or governmental commission of any kind whatsoever; (iii) any subdivision or authority of any of the foregoing; (iv) any quasi-governmental or private body or public body exercising any regulatory, administrative, expropriation or taxing authority under or for the account of the foregoing; (v) any stock or securities exchange; and (vi) any public utility authority.

- (ee) **"HST"** means all goods and services tax and harmonized sales tax imposed under the ETA or otherwise under Applicable Law.
- (ff) **"Implementation Steps"** means the transactions, acts and events described in Schedule 1.1(ff), to be agreed upon by the Purchaser and Company, with the consent of the Monitor, each acting reasonably, at least [four (4) Business Days prior to the hearing of the Company's motion seeking the Approval and Reverse Vesting Order].
- (gg) **"ITA"** means the *Income Tax Act* (Canada).
- (hh) **"Initial Order"** has the meaning set out in the recitals hereto.
- (ii) **"Intellectual Property"** means all registered or unregistered trademarks, trade names, business names, designs, logos, identifying indicia and service marks, websites, all patents and inventions or any improvements, modifications or alterations thereof, and all copyrights, industrial designs and other industrial or intellectual property of, or pertaining to, or used exclusively in connection with the operation of the Business, and all registrations and applications relating thereto, and all licenses, agreements and other contracts and commitments relating to any of the foregoing but for certainty does not include open source software or software available to the general public through ordinary retail sales.
- (jj) **"Interim Period"** means the period from the Effective Date to the Closing Time.
- (kk) **"Liabilities"** means any and all debts (including intercompany debt), capital leases, liabilities, expenses, commitments and obligations of any kind, character or description, whether direct or indirect, fixed or unfixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or unasserted, known or unknown, disputed or undisputed, joint or several or solidary, secured or unsecured, determined, determinable or otherwise, whenever or however arising (including whether arising out of (i) any contract, or (ii) any tort based on negligence or strict liability) and whether or not the same would be required to be reflected in financial statements or disclosed in the notes thereto.
- (ll) **"Material Adverse Effect"** means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to: (a) the business, results of operations, condition (financial or otherwise) or assets of the Company; or (ii) prevent the ability of the Company to perform its obligations under, or to consummate the Transactions contemplated by, this Agreement.
- (mm) **"Monitor"** has the meaning set out in the recitals hereto.
- (nn) **"Monitor's Certificate"** means an executed certificate of the Monitor substantially in the form attached to the Approval and Reverse Vesting Order.
- (oo) **"Notice"** has the meaning set out in Section 9.3.
- (pp) **"Organizational Documents"** means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

- (qq) **"Outside Date"** means April 15, 2026, or such later date as the Parties may mutually agree.
- (rr) **"Parties"** means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and **"Parties"** means more than one of them.
- (ss) **"Permits and Licenses"** means the permits, licenses, Authorizations, approvals or other evidence of authority related to the Business and issued to, granted to, conferred upon, or otherwise created for the Company or relating to the Business, including: (i) those related to the Business, the Retained Assets, and the Retained Contracts; and (ii) the Authorizations set forth in Schedule 1.1(ss), as the same may be modified by the Purchaser no later than five (5) Business Days before the Closing Date in accordance with the terms hereof.
- (tt) **"Permitted Encumbrances"** means those Encumbrances related to the Retained Assets as set forth in Schedule 1.1(tt), as the same may be modified by the Purchaser prior to the granting of the Approval and Reverse Vesting Order in accordance with the terms hereof.
- (uu) **"Person"** means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted.
- (vv) **"Purchase Price"** has the meaning set out in Section 2.4.
- (ww) **"ResidualCo"** means a corporation to be incorporated as a wholly-owned subsidiary of the Company to which the Excluded Assets, Excluded Contracts, and Excluded Liabilities will be transferred in accordance with the Implementation Steps.
- (xx) **"ResidualCo Shares"** means all of the issued and outstanding Equity Interests of ResidualCo.
- (yy) **"Retained Assets"** means: (i) all right, title and interest of the Company, if any, in all properties, rights, assets and undertakings of the Company including, without limitation, equipment, Retained Contracts, Permits and Licenses, Books and Records; and (ii) the non-exhaustive list of properties, rights, assets and undertakings set forth in Schedule 1.1(yy), in each case other than the Excluded Assets.
- (zz) **"Retained Contracts"** means the Contracts listed in Schedule 1.1(zz), as the same may be modified by the Purchaser no later than five (5) Business Days before the Closing Date in accordance with the terms hereof (and including as such Retained Contracts may be amended, restated, supplemented or otherwise modified from time to time).
- (aaa) **"Retained Liabilities"** means: (i) Liabilities specifically and expressly designated by the Purchaser as Retained Liabilities in Schedule 1.1(aaa), as the same may be modified by the Purchaser no later than five (5) Business Days before the Closing Date; and (ii) all Liabilities which relate to: (A) the Business under any Retained Contracts; and (B) any Permitted Encumbrances; in each case, to the extent forming part of the Retained Assets and solely in respect of the period, or arising out of events or circumstances that occurred, from and after the Closing Time (and not relating to any default, events, or circumstances existing prior to or as a consequence of Closing).

- (bbb) **"SISP"** has the meaning set out in the recitals hereto.
- (ccc) **"SISP Order"** has the meaning set out in the recitals hereto.
- (ddd) **"Successful Bid"** has the meaning set out in the SISP.
- (eee) **"Taxes"** means, with respect to any Person, all supranational, national, federal, provincial, state local or other taxes, including but not limited to income taxes, capital gains taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, documentary taxes, sales taxes, use taxes, license taxes, excise taxes, environmental taxes, registration charges, land transfer taxes, conveyance fees, security interest filing or recording fees and any other similar or like taxes or charges, transfer taxes and fees, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, pension plan premiums and contributions, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, HST, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Authority, or any other Tax arising from, or relating to, or in respect of the consummation of the Transaction, including in connection with the sale, transfer or registration of the transfer of any real property, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties and any Liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person.
- (fff) **"Transaction"** means all of the transactions contemplated by this Agreement, including the transaction whereby the Purchaser will subscribe for and purchase the Purchased Shares and the Implementation Steps.
- (ggg) **"Transaction Regulatory Approvals"** means all consents, approvals, Authorizations, notifications or waivers from, and filings with approvals required from any Governmental Authority or under any Applicable Laws relating to the Business and operations of the Company that would be required to be obtained in order to permit the Company and the Purchaser to complete the Transactions and for the Company to carry on the Business following the Closing Date, including in respect of any Permits and Licenses.

1.2 Interpretation

For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Schedules mean the Articles and Sections of, and Schedules attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

1.3 Currency

All references in this Agreement to dollars, monetary amounts, or to \$, are expressed in Canadian currency unless otherwise specifically indicated.

1.4 Schedules & Amendments to Schedules

- (a) The following exhibits and schedules are attached hereto and incorporated in and form part of this Agreement:

Schedule 1.1(aa)	Excluded Assets
Schedule 1.1(bb)	Excluded Contracts
Schedule 1.1(ff)	Implementation Steps
Schedule 1.1(ss)	Permits and Licenses
Schedule 1.1(tt)	Permitted Encumbrances
Schedule 1.1(yy)	Retained Assets
Schedule 1.1(zz)	Retained Contracts
Schedule 1.1(aaa)	Retained Liabilities
Schedule 2.3(a)	Excluded Liabilities

- (b) The Parties acknowledge that as of the Effective Date, the Schedules are not complete. The Schedules may be amended or completed by the Purchaser on or before the applicable dates set forth herein.

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale of the Purchased Shares

- (a) Subject to the terms and conditions of this Agreement, in accordance with the Implementation Steps and effective as of the Closing Time, the Company shall issue to the Purchaser, and the Purchaser shall subscribe for and purchase from the Company, free and clear of all Encumbrances (other than any Permitted Encumbrances), 10,000 newly issued common shares of the Company (the "**Purchased Shares**").
- (b) Pursuant to the Approval and Reverse Vesting Order and the Articles of Reorganization, and in accordance with the Implementation Steps, all Equity Interests of the Company outstanding as of the Closing Time other than the Purchased Shares shall be cancelled, without consideration, and the Purchased Shares issued to the Purchaser shall represent 100% of the outstanding Equity Interests of the Company following such cancellation and issuance.

- (c) For the avoidance of doubt, upon the Closing, following the issuance of the Purchased Shares and the completion of the Implementation Steps, the Company shall be wholly owned, directly or indirectly, by the Purchaser.

2.2 Retained Assets

On the Closing Date, the Company will retain, free and clear of any and all Encumbrances other than Permitted Encumbrances, all of the Retained Assets existing as of the date of this Agreement and any assets acquired by it up to and including Closing, including the Retained Contracts, Books and Records, but excluding the Excluded Assets which the Company will transfer to ResidualCo in accordance with Section 3.1 and the Approval and Reverse Vesting Order.

2.3 Excluded Liabilities

- (a) Save and except save and except for the Retained Liabilities, all debts, obligations, Liabilities, Encumbrances, indebtedness, Excluded Contracts, leases, agreements, undertakings, Claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise) of or against the Company, the Purchased Shares, or against, relating to or affecting any of the Retained Assets or Retained Contracts, or any Excluded Assets or Excluded Contracts, including, *inter alia*, the non-exhaustive list of Liabilities set forth in Schedule 2.3(a) (all of which are collectively referred to as the "**Excluded Liabilities**") shall be excluded and will no longer be binding on the Company, Purchased Shares (or the holders thereof), Retained Assets, Retained Contracts, Employees, Permits and Licenses or Books and Records following the Closing Time. Without limiting the foregoing, Excluded Liabilities includes: (i) any Claims that are not Retained Liabilities; and (ii) all Taxes owed or owing or accrued due by Company as of the Closing Time, including any Taxes related to debt forgiveness arising from or in connection with the consummation of the Transaction and the transfer of the Excluded Assets, Excluded Contracts, and Excluded Liabilities to ResidualCo.
- (b) Subject to the Implementation Steps and pursuant to the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to, vested in and assumed in full by ResidualCo in accordance with Section 3.2 and the Approval and Reverse Vesting Order.

2.4 Purchase Price

The purchase price payable by the Purchaser for the Purchased Shares shall be \$900,000.00 (the "**Purchase Price**").

2.5 Satisfaction of Purchase Price

The Purchaser shall pay the Purchase Price to the Monitor, for the benefit of the stakeholders of Company, as follows:

- (a) within two (2) Business Days of the Effective Date, the Purchaser shall pay to the Monitor a deposit in the amount of \$90,000.00 by wire transfer of immediately available funds, to be held in accordance with Section 2.6; and

- (b) at Closing, the Purchaser shall pay to the Monitor the balance of the Purchase Price, being \$810,000 (the "**Closing Amount**"), by wire transfer of immediately available funds

2.6 Deposit

The Deposit shall be held by the Monitor in an interest-bearing trust account and shall be:

- (a) released on Closing, in partial satisfaction of the Purchase Price; or
- (b) if this Agreement is terminated:
 - (i) by the Company pursuant to Section 8.1(c)(i), then the Deposit shall be forfeited to the Company, as a genuine pre-estimate of liquidated damages, and will be retained by the Monitor, for the benefit of the stakeholders of Company, in full and final satisfaction of any and all claims it may have against the Purchaser; or
 - (ii) for any other reason, then the Deposit will be released and promptly paid to the Purchaser in full and final satisfaction of any and all claims it may have against the Company.

2.7 Monitor to hold Purchase Price

The Purchase Price shall be held by the Monitor for the benefit of the stakeholders of the Company, and any Claim against Company, the Purchased Shares or the Retained Assets shall continue to exist solely as against ResidualCo from and after Closing in accordance with the Implementation Steps and the Approval and Reverse Vesting Order.

ARTICLE 3 TRANSFER OF EXCLUDED ASSETS AND EXCLUDED LIABILITIES

3.1 Transfer of Excluded Assets and Excluded Contracts to ResidualCo

At Closing, Company shall retain all of the Retained Assets (including, for greater certainty, Retained Contracts), except for inventory or other assets sold or otherwise discarded in the ordinary course of business prior to Closing. The Retained Assets shall not include: (i) the Excluded Assets; (ii) the Excluded Contracts; which Company shall transfer to, and will be assumed by, ResidualCo in accordance with the Implementation Steps, or (iii) the Purchase Price held by the Monitor, and same shall be vested in ResidualCo pursuant to the Approval and Reverse Vesting Order.

3.2 Transfer of Excluded Liabilities to ResidualCo

- (a) At Closing, in accordance with the Implementation Steps and pursuant to the Approval and Reverse Vesting Order, the Excluded Liabilities shall be transferred to, vested in, and assumed by ResidualCo.
- (b) Notwithstanding any other provision of this Agreement, the Purchaser and Company shall not assume and shall have no liability for any of the Excluded Liabilities or any Liabilities related to any Excluded Asset or Excluded Contract, and all Excluded Liabilities and any Liabilities related to any Excluded Asset or Excluded Contract shall be fully and finally Discharged from Company, the

Purchased Shares and the Retained Assets as at and from and after the Closing Time, pursuant to the Approval and Reverse Vesting Order.

3.3 Tax Matters

Pursuant to the Implementation Steps and the Approval and Reverse Vesting Order, at the Closing Time, all Taxes owed or owing or accrued due by Company as of the Closing Time shall be transferred to, vested in and assumed by ResidualCo, including any Taxes related to debt forgiveness arising from or in connection with the consummation of the Transaction and the transfer of the Excluded Assets, Excluded Contracts, and Excluded Liabilities to ResidualCo. Any and all obligations and Liabilities arising from any audits or reassessments with respect to any Taxes that relate to a time period occurring, or facts arising, prior to the Closing Time, regardless of when such audit was commenced or completed, shall be transferred to, assumed by, and vest in ResidualCo.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Company

The Company hereby represents and warrants as of the date hereof and as of the Closing Time as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with entering into this Agreement and performing their obligations hereunder:

- (a) Incorporation and Status. The Company is a corporation incorporated and existing under the *Canada Business Corporations Act* (Canada). The Company is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and, subject to obtaining of the Approval and Reverse Vesting Order in respect of the matters to be approved therein, performance by the Company of this Agreement has been authorized by all necessary corporate action on the part of the Company.
- (c) No Conflict. The execution, delivery and performance by the Company of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Company or Applicable Laws.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, subject only to obtaining the Approval and Reverse Vesting Order.
- (e) Proceedings. There are no proceedings pending against the Company or, to the knowledge of the Company, threatened, with respect to, or in any manner affecting, title to the Purchased Shares or the Retained Assets, or which would reasonably be expected to enjoin, delay, restrict or prohibit the issuance and transfer of all or any part of the Purchased Shares or the Retained Assets or the Closing of the Transaction as contemplated by this Agreement, or which would

reasonably be expected to delay, restrict or prevent the Company from fulfilling any of its obligations set forth in this Agreement.

- (f) No Consents or Authorizations. Subject only to obtaining the Approval and Reverse Vesting Order and Transaction Regulatory Approvals, the Company does not require any consent, approval, waiver or other Authorization from any Governmental Authority or any other Person, as a condition to the lawful completion of the Transaction.
- (g) Permits and Licenses. The Permits and Licenses are in good standing and no material default has occurred under any such Permits and Licenses that remains unremedied. To the knowledge of the Company, no Governmental Authority whose consent is not required to the Transaction has objected to the completion of the Transaction or indicated that such Permits and Licenses will not remain in full force and effect following completion of the Transaction.
- (h) Intellectual Property. The Company has taken all reasonable steps to maintain all material Intellectual Property that is owned or held for use by the Company, and the Company has paid all fees and made all filings required to maintain the Company's ownership thereof.
- (i) Residency. Neither the Company nor ResidualCo are a non-resident of Canada for purposes of the ITA.
- (j) No Subsidiaries. The Company does not own, or have any interest in any shares or Equity Interests, or another ownership interest, in any other Person, other than Spring Loaded Technology US Inc.

4.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of the Company as of the date hereof and as of the Closing Time as follows, and acknowledges that the Company is relying on such representations and warranties in connection with entering into this Agreement and performing its obligations hereunder:

- (a) Incorporation and Status. The Purchaser is a company incorporated and existing under the *Companies Act* (Canada). The Purchaser is in good standing under such act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Corporate Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action on the part of the Purchaser.
- (c) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser or Applicable Laws.
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of

the Purchaser, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.

- (e) Proceedings. There are no proceedings pending, or to the knowledge of the Purchaser, threatened, against the Purchaser before any Governmental Authority, which prohibit or seek to enjoin delay, restrict or prohibit the Closing of the Transaction, as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Purchaser from fulfilling any of its obligations set forth in this Agreement.
- (f) HST Registrant. The Purchaser is, or will be on the Closing Date, an HST registrant.

4.3 Survival; As is, Where is

- (a) The representations and warranties of the Company and Purchaser shall survive the Closing Time on the Closing Date provided, however, that the Purchaser's recourse for any breach or inaccuracy of such representations and warranties shall be against ResidualCo.
- (b) The Purchaser acknowledges, agrees and confirms that, at the Closing Time, the Purchased Shares (for clarity, together with the Retained Assets) shall be sold, issued and delivered to the Purchaser on an "as is, where is" basis, subject only to the representations and warranties contained herein. Other than those representations and warranties contained herein, no representation, warranty or condition is expressed or can be implied as to title, Encumbrances, description, fitness for purpose, merchantability, condition or quality or in respect of any other matter or thing whatsoever including with respect to the Permits and Licenses, Purchased Shares or the Retained Assets.

ARTICLE 5 COVENANTS

5.1 Closing Date

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to effect the Closing on or before the Outside Date.

5.2 SISP

- (a) As soon as practicable after the execution and delivery of this Agreement, the Monitor shall serve and file with the Court a motion for the issuance of the SISP Order and approval of the SISP, each of which (including the sale procedures approved by the SISP Order) shall be in a form and substance satisfactory to the Purchaser, acting reasonably.
- (b) The Monitor shall conduct the SISP with the assistance of the Company in accordance with the SISP Order, and shall not seek any amendment or modification to the SISP and SISP Order except as may be permitted under the SISP or SISP Order, or without the prior consent of the Purchaser or further order of the Court.

- (c) In consideration for the Purchaser's expenditure of time and money and agreement to act as the initial bidder through the SISP, and the preparation of this Agreement, and subject to Court approval, the Purchaser shall be entitled to an expense reimbursement fee in the amount of a maximum of \$90,000 (exclusive of HST, if any) (the "**Break Fee**") payable by the Company to the Purchaser only in the event that a successful bid other than the Purchaser's bid contemplated by this Agreement is accepted by the Company and/or Monitor, approved by the Court and completed. The payment of the foregoing amounts shall be approved in the SISP Order and payable to the Purchaser out of the sale proceeds derived from and upon completion of the winning bid. The Purchaser and Company acknowledge and agree that the foregoing amounts represent a fair and reasonable estimate of the expenses that will be incurred by the Purchaser as a result of preparing for and entering into this Agreement, and are not intended to be punitive in nature nor to discourage competitive bidding for the business and assets of the Company. For certainty, the Break Fee does not form part of the Purchase Price.

5.3 Motion for Approval and Reverse Vesting Order

- (a) As soon as practicable after the selection of this Agreement as the Successful Bid in the SISP, the Monitor shall serve and file with the Court a motion for the issuance of the Approval and Reverse Vesting Order, seeking relief that will, *inter alia*, approve this Agreement and the Transaction. The Monitor shall use its best efforts to seek the issuance and entry of the Approval and Reverse Vesting Order and the Purchaser shall cooperate with the Company in its efforts to obtain the issuance and entry of the Approval and Reverse Vesting Order.
- (b) Each of the Approval and Reverse Vesting Order and the motion materials seeking the Approval and Reverse Vesting Order shall be in form and substance satisfactory to the Purchaser, acting reasonably. The Monitor will provide to the Purchaser a reasonable opportunity to review a draft of the Approval and Reverse Vesting Order and motion materials to be served and filed with the Court, it being acknowledged that such motion materials should be served as promptly as reasonably possible following the selection of a Successful Bid in the SISP, and will serve such materials on the current service list and on such other interested parties, and in such manner, as the Purchaser may reasonably require.

5.4 Interim Period

- (a) During the Interim Period, except as otherwise expressly contemplated or permitted by this Agreement (including the Approval and Reverse Vesting Order and the Implementation Steps) or any order granted by the Court in the CCAA Proceedings, or as consented to by the Monitor, the Company shall be permitted to operate ordinary course of Business and consistent with past practices.
- (b) During the Interim Period, under the supervision of the Monitor and and subject to the terms of the SISP, the Company shall give, or cause to be given, to the Purchaser, and its representatives, reasonable access during normal business hours to the Retained Assets, including the Books and Records, to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the Business and the Retained Assets as the Purchaser reasonably

deems necessary or desirable to further familiarize itself with the Business and the Retained Assets. Without limiting the generality of the foregoing: (i) the Purchaser and its representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; and (ii) the Purchaser and its representatives shall be permitted to contact and discuss the Transactions contemplated herein with Governmental Authorities and Company's customers and contractual counterparties.

5.5 Insurance Matters

During the Interim Period, the Company shall keep in full force and effect all insurance policies existing on the Effective Date and give any notice or present any claim under any such insurance policies consistent with past practice in the ordinary course of business.

5.6 Transaction Regulatory Approvals and Consents

- (a) Each of the Parties shall use its commercially reasonable efforts to: (i) take, or cause to be taken, all appropriate action, and do, or cause to be done, all things necessary, proper or advisable under any Applicable Law or otherwise to consummate and make effective the Transaction; (ii) obtain any consents, approvals or orders required to be obtained or made in connection with the authorization, execution and delivery of this Agreement and the consummation of the Transaction, including the Transaction Regulatory Approvals; and (iii) make all filings and give any notice, and thereafter make any other submissions either required or reasonably deemed appropriate by each of the Parties, with respect to this Agreement and the Transaction required under any Applicable Law.
- (b) The Parties shall use reasonable efforts to cooperate and consult with each other in connection with the making of any such filings and notices, including providing copies of all such documents to the non-filing Party and its advisors within a reasonable period of time prior to filing or the giving of notice. Each Party shall pay for its own filing fees and other charges arising out of the actions taken under this Section 5.6.

5.7 Employee Matters

The Purchaser agrees that the Company will continue to employ the Employees from and after Closing on substantially the same terms and conditions as they currently enjoy.

5.8 ResidualCo

On the Closing Date, the Company shall convey the ResidualCo Shares to the Monitor to hold such shares as agent and bare trustee on behalf of the shareholders of the Company immediately prior to the Closing. The Monitor shall have no obligation or duties to take any actions, steps or otherwise in respect of the ResidualCo Shares.

ARTICLE 6 CLOSING ARRANGEMENTS

6.1 Closing

Closing shall take place on the Closing Date, effective as of the Closing Time, electronically (or as otherwise determined by mutual agreement of the Parties in writing), by the exchange of deliverables (in counterparts or otherwise) by electronic transmission in PDF format, in accordance with the Implementation Steps.

6.2 Implementation Steps

- (a) The specific mechanism for implementing the Closing, and the structure of the Transactions shall be structured in a tax efficient manner mutually agreed upon by the Parties, each acting reasonably.
- (b) On or prior to the Closing Date, subject to the terms of the Approval and Reverse Vesting Order, the Company shall effect, and Closing shall take place in accordance with, the Implementation Steps.
- (c) The Implementation Steps shall occur, and be deemed to have occurred, in the order and manner to be set out in Schedule 1.1(ff) at such date and time as specified therein, if any.

6.3 Closing Deliveries of the Company

At or before the Closing Time, the Company shall deliver or cause to be delivered to the Purchaser the following:

- (a) a copy of the SISP Order;
- (b) a copy of the Approval and Reverse Vesting Order;
- (c) confirmation of the incorporation and organization of ResidualCo in accordance with the terms hereof;
- (d) evidence of the filing of the Articles of Reorganization;
- (e) certificate(s) representing the Purchased Shares;
- (f) a certificate of an officer of the Company, dated as of the Closing Date, confirming that all of the representations and warranties contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Company has performed in all material respects the covenants to be performed by it prior to the Closing Time;
- (g) evidence of all Transaction Regulatory Approvals, such that the applicable Permits and Licenses will be valid and in good standing immediately following Closing;
- (h) the Books and Records;

- (i) all keys, usernames and passwords, domain names, codes, account numbers and other hardware and information necessary for the Company to continue its operation of the Retained Assets following Closing; and
- (j) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.4 Closing Deliveries of the Purchaser

At or before the Closing, the Purchaser shall deliver or cause to be delivered to the Company (or to the Monitor, as applicable), the following:

- (a) the Closing Amount in accordance with Section 2.5;
- (b) a certificate of an officer of the Purchaser dated as of the Closing Date confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true in all material respects as of the Closing Time, with the same effect as though made at and as of the Closing Time, and that the Purchaser has performed in all material respects the covenants to be performed by them prior to the Closing Time; and
- (c) such other agreements, documents and instruments as may be reasonably required by the Company to complete the Transaction, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

6.5 Monitor's Certificate

- (a) When all conditions to Closing set out in ARTICLE 7 have been satisfied and/or waived by the Company or the Purchaser, as applicable, the Company and the Purchaser, or their respective counsel, shall each deliver to the Monitor written confirmation, in form and substance satisfactory to the Monitor, that all conditions to Closing have been satisfied and/or waived, subject to the issuance and delivery of the Monitor's Certificate to the Purchaser (in accordance with the Approval and Reverse Vesting Order). Upon receipt of such written confirmation the Monitor shall:
 - (i) issue forthwith its Monitor's Certificate concurrently to the Company and the Purchaser, at which time the Implementation Steps will be deemed to have commenced (provided, for greater certainty, that any Implementation Steps contemplated or required to occur prior to Closing shall have occurred or shall be deemed to have occurred prior to Closing) and be completed in the order set out in the Implementation Steps and Closing will be deemed to have occurred; and
 - (ii) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Company and the Purchaser).
- (b) The Parties acknowledge and agree that the Monitor shall be entitled to deliver to the Purchaser, and file with the Court, the executed Monitor's Certificate without independent investigation, upon receiving written confirmation from the Company and the Purchaser, or their respective counsel, that all conditions of Closing in

favour of such Party have been satisfied or waived (subject to the issuance and delivery of the Monitor's Certificate), and the Monitor shall have no liability to the Parties in connection therewith.

6.6 Simultaneous Transactions

All actions taken and transactions consummated at the Closing shall be deemed to have occurred in the manner and sequence set forth in the Implementation Steps and the Approval and Reverse Vesting Order (subject to the terms of any escrow agreement or arrangement among the Parties relating to the Closing), and no such transaction shall be considered consummated unless all are consummated.

ARTICLE 7 CONDITIONS PRECEDENT

7.1 Conditions Precedent in favour of the Parties

The obligation of the Parties to complete the Transaction is subject to the following conditions being satisfied on or prior to the Closing Date:

- (a) SISP Order. The Court shall have issued and entered the SISP Order, which SISP Order shall not have been stayed, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.
- (b) Successful Bid. This Agreement shall have been designated as the Successful Bid in accordance with the terms of the SISP.
- (c) Approval and Reverse Vesting Order. The Court shall have issued and entered the Approval and Reverse Vesting Order, which Approval and Reverse Vesting Order shall not have been stayed, set aside, or vacated and no application, motion or other proceeding shall have been commenced seeking the same, in each case which has not been fully dismissed, withdrawn or otherwise resolved in a manner satisfactory to the Parties, each acting reasonably.
- (d) Transaction Regulatory Approvals. The Parties shall have received the required Transaction Regulatory Approvals, and all such Transaction Regulatory Approvals shall be in full force and effect, except for Transaction Regulatory Approvals that need not be in full force and effect prior to Closing.
- (e) No Violation of Orders or Law. No Applicable Law and no judgment, injunction, order or decree shall have been issued by a Governmental Authority or otherwise be in effect that restrains or prohibits the completion of the Transaction.
- (f) No Proceedings. No motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction.

The foregoing conditions are for the mutual benefit of the Parties and may be waived by the Purchaser and the Company, in whole or in part, without prejudice to any of their rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser or the Company only if made in writing.

7.2 Conditions Precedent in favour of the Purchaser

The obligation of the Purchaser to complete the Transaction is subject to the following conditions being satisfied, on or prior to the Closing Date:

- (a) Implementation Steps. The Implementation Steps that are required to be completed prior to Closing shall have been completed in the order and in the timeframes contemplated hereunder, in a form and substance acceptable to the Purchaser, acting reasonably.
- (b) Deliverables of the Company. The Company shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the deliverables contemplated in Section 6.3.
- (c) Truth of Representations and Warranties. Except as such representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.1 shall be true and correct in all material respects as of the Closing Date.
- (d) Performance of Covenants. The Company shall have performed, in all material respects, all covenants, obligations and agreements contained in this Agreement required to be performed by it on or before the Closing Date.
- (e) Material Adverse Effect. No Material Adverse Effect shall have occurred since the Effective Date.

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 7.2 may be waived by the Purchaser in whole or in part, without prejudice to any of their rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

7.3 Conditions Precedent in favour of the Company

The obligation of the Company to complete the Transaction is subject to the following conditions being satisfied on or prior to the Closing Date:

- (a) Deliverables of the Purchaser. The Purchaser shall have executed and delivered or caused to have been executed and delivered to the Company at the Closing all the documents and payments contemplated in Section 6.4.
- (b) Truth of Representations and Warranties. Each of the representations and warranties contained in Section 4.2 shall be true and correct in all material respects as of the Closing Date.
- (c) Performance of Covenants. The Purchaser shall have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing.

The foregoing conditions are for the exclusive benefit of the Company. Any condition in this Section 7.3 may be waived by the Company in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part. Any such waiver shall be binding on the Company only if made in writing.

ARTICLE 8 TERMINATION

8.1 Grounds for Termination

This Agreement may be terminated on or prior to the Closing Date:

- (a) by the mutual written agreement of the Company (with the consent of the Monitor) and the Purchaser;
- (b) by the Purchaser by written notice to the Company if:
 - (i) the Purchaser is not then in material breach of any provision of this Agreement, and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Company under this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE 7 and such breach, inaccuracy or failure has not been cured by the Company within 10 days of the Company's receipt of written notice of such breach from the Purchaser; or
 - (ii) any of the conditions set forth in Section 7.1 or 7.2 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by the Outside Date, unless such failure shall be due to the failure of the Purchaser to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing; or
- (c) by the Company (with the consent of the Monitor) by written notice to the Purchaser if:
 - (i) the Company is not then in material breach of any provision of this Agreement, and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the Purchaser under this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE 7 and such breach, inaccuracy or failure has not been cured by Purchaser within 10 days of the Purchaser's receipt of written notice of such breach from Company; or
 - (ii) any of the conditions set forth in Section 7.1 or 7.3 shall not have been, or if it becomes apparent that any of such conditions will not be, fulfilled by the Outside Date, unless such failure shall be due to the failure of the Company to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it before the Closing

8.2 Effect of Termination.

If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations hereunder, except:

- (a) for the provisions of ARTICLE 9 shall survive;

- (b) the Deposit shall be payable in accordance with Section 2.6(b); and
- (c) that nothing herein shall relieve any party hereto from liability for any wilful breach of any provision hereof.

ARTICLE 9 GENERAL

9.1 Expenses

Except as otherwise expressly provided herein, all costs and expenses, including fees, disbursements and charges of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses, whether or not the Closing shall have occurred.

9.2 Access to Books and Records

For a period of two (2) years from the Closing Date or for such longer period as may be required to comply with Applicable Law, the Purchaser will retain all original Books and Records that are transferred to the Purchaser under this Agreement, but the Purchaser shall not be responsible or liable for any accidental loss or destruction of, or damage to, any such Books and Records. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Purchaser shall make such Books and Records, as well as electronic copies of such books and records (to the extent such electronic copies exist), available to the Monitor and the Company (and any representative, agent, former director or officer or trustee in bankruptcy of the estate of the Company) at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the Purchaser.

9.3 Notice

Any notice, waiver, determination or other communication required or permitted to be given under this Agreement (a "**Notice**") must be in writing and sent in one of the following ways to the applicable address set out below:

- (a) delivered personally to the applicable party at the address set out below (a personally delivered Notice will be deemed to be received by the addressee when actually delivered);
- (b) by facsimile or electronic transmission to the address for the applicable party set out below (any Notice so given will be deemed to have been received on the day of transmission if it is a business day and the Notice was transmitted prior to 5:00 p.m. (local time in place of receipt) on such day. Otherwise, such Notice will be deemed to have been given and received on the following business day);
- (c) delivered by a prepaid courier service at the address set out below (such a Notice will be deemed to be received by the addressee when actually delivered); or
- (d) sent by registered mail, postage prepaid, to the applicable party (Notices so sent will be deemed to have been received by the addressee on the third business day following the date of mailing), except that in the event of an actual or

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threatened postal strike or other labour disruption that may affect the mail service of the parties. Notices will not be mailed.

Notices must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this section):

If to the Company:	Spring Loaded Technology Incorporated 50 Raddall Avenue, Unit 8 Dartmouth NS B3B 1T2 Email: Joe Ellsmere Attention: joe@springloadedtech.com
with a copy to (which shall not constitute notice):	O'Keefe & Sullivan Suite 202, Purdy's Wharf II 1969 Upper Water St. Halifax NS B3J 3R Email: Darren O'Keefe Attention: dokeefe@okeefesullivan.com
If to Purchaser:	4782489 Nova Scotia Limited 1741 Lower Water Street, Suite 600 Halifax NS B3J 0J2 Email: mark@goldharinc.com; boss@wenovaventures.com Attention: Mark Goldhar; Yicheng Wen
with a copy to (which shall not constitute notice):	Stewart McKelvey 1741 Lower Water Street, Suite 600 Halifax NS B3J 0J2 Email: rbaker@stewartmckelvey.com Attention: Ryan Baker
A copy of all notices shall be sent to:	Grant Thornton Limited 1675 Grafton Street, Suite 1000 Halifax NS B3J 0E9 Email: Liam.Murphy@doane.gt.ca Attention: Liam Murphy
with a copy to:	Reconstruct LLP 80 Richmond Street West, Suite 1700 Toronto ON M5H 2A4 Email: skour@reconllp.com

Attention: Sharon Kour

9.4 Public Announcements

The Company shall be entitled to disclose this Agreement to the Court and parties in interest in the CCAA Proceedings, other than any information which the Purchaser advises the Company in writing as being confidential, and this Agreement may be posted on the Monitor's website maintained in connection with the CCAA Proceedings. Other than as provided in the preceding sentences or statements made in Court (or in pleadings filed therein), the Purchaser shall not issue (prior to or after the Closing) any press release or make any public statement or public communication with respect to this Agreement or the Transactions contemplated hereby without the prior consent of the Company, which shall not be unreasonably withheld or delayed.

9.5 Time

Time shall, in all respects, be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties.

9.6 Benefit of Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, including for greater certainty, ResidualCo, provided that no consent, waiver or agreement of ResidualCo shall be required for any amendment of this Agreement.

9.7 Entire Agreement

This Agreement and the attached Schedules hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior negotiations, understandings and agreements. This Agreement may not be amended or modified in any respect except by written instrument executed by the Company and the Purchaser.

9.8 Paramountcy

In the event of any conflict or inconsistency between the provisions of this Agreement, and any other agreement, document or instrument executed or delivered in connection with the Transaction or this Agreement, the provisions of this Agreement shall prevail to the extent of such conflict or inconsistency.

9.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the exclusive jurisdiction of the Court in the CCAA Proceedings, and any appellate courts of the Province of Nova Scotia therefrom.

9.10 Assignment

- (a) The Purchaser may assign its rights under this Agreement prior to Closing, in whole or in part, without the prior written consent of the Company or the Monitor, provided that: (i) the Purchaser provides prior notice of such assignment to the Company and the Monitor; (ii) such assignee agrees to be bound by the terms of this Agreement to the extent of the assignment; and (iii) no assignment shall relieve the Purchaser of any of its obligations hereunder which the Purchaser shall remain primarily liable therefore.
- (b) Except as specifically contemplated herein as it relates to ResidualCo, this Agreement may not be assigned by the Company without the consent of the Monitor.

9.11 Further Assurances

Each of the Parties shall, at the request and expense of the requesting Party, take or cause to be taken such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to give effect to this Agreement.

9.12 Severability

Notwithstanding any provision herein, if a condition to complete the Transaction, or a covenant or an agreement herein is prohibited or unenforceable pursuant to Applicable Law, then such condition, covenant or agreement shall be ineffective to the extent of such prohibition or unenforceability without invalidating the other provisions hereof.

9.13 Amendment and Waiver

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement (including the Schedules hereto) shall be binding unless executed in writing by all Parties hereto, and provided that such amendment is consented to by the Monitor. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

9.14 Monitor's Capacity

In addition to all of the protections granted to the Monitor under the CCAA Proceedings or any order of the Court in this CCAA Proceedings, the Company and the Purchaser acknowledge and agree that the Monitor, acting in its capacity as Monitor of the Company and not in its personal capacity, and the Monitor and its directors, officers, employees, agents, advisors, lawyers and successors and assigns will have no Liability, whether in its capacity as Monitor, in its personal capacity or otherwise, in connection with this Agreement or the Transaction contemplated herein whatsoever.

9.15 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the day and year first above written.

**SPRING LOADED TECHNOLOGY
INCORPORATED**

Per: _____

Name: Joe Ellsmere

Title: Chief Executive Officer

I have the authority to bind the corporation

4782489 NOVA SCOTIA LIMITED

Per: _____

Signed by:

Mark Goldhar

Name: Mark Goldhar

Title: Secretary

I have the authority to bind the corporation

SCHEDULE 1.1(aa)
Excluded Assets

Each of the following:

1. All shares or other Equity Interests of Spring Loaded Technology US Inc.
2. All Excluded Contracts.

SCHEDULE 1.1(bb)
Excluded Contracts

Each of the following:

1. All Contracts for borrowed money.
2. All Contracts involving repayable contributions and no further funding to the Company.
3. All guarantees or sureties of the Company.
4. All Contracts for Excluded Liabilities.

SCHEDULE 1.1(ff)
Implementation Steps

[To be completed]

SCHEDULE 1.1(ss)
Permits and Licenses

Each of the following:

1. Health Canada Class 1 Manufacture and Importer License (MDEL).
2. U.S. Food and Drug Administration (FDA) Registration.
3. UK Medicines and Healthcare products Regulatory Agency (MHRA) Registration.

SCHEDULE 1.1(tt)
Permitted Encumbrances

None.

SCHEDULE 1.1(yy)
Retained Assets

Each of the following:

1. All cash and cash equivalents.
2. All accounts receivable.
3. All tax attributes and associated receivables, including:
 - a. HST/GST returns, SR&ED input tax credits (ITCs), and carryforward input tax credits (ITCs);
 - b. carryforward non-capital losses; and
 - c. any net operating loss, net capital loss, investment tax credit, foreign tax credit, charitable deduction or any other credit or tax attribute that could be carried forward or back to reduce Taxes (including deductions and credits relating to alternative minimum Taxes).
4. Physical equipment, property and inventory.
5. Corporate records.
6. All Intellectual Property, whether registered or unregistered, and including all
 - a. patents and patent applications (domestic and foreign);
 - b. trade secrets, know-how, inventions, designs, processes, formulas, and proprietary information; and
 - c. copyrights, trademarks, service marks, and related goodwill.
7. All customer lists, customer data, and customer-related information.
8. All Permits and Licenses, rights, and claims related thereto.
9. All Retained Contracts.
10. All documentation, source materials, and records related to the foregoing.

SCHEDULE 1.1(zz)
Retained Contracts

Each of the following:

1. All customer contracts, including:
 - a. supply contracts with US Veterans Affairs, and Canadian Veterans Affairs; and
 - b. independent sales representative contracts and distribution agreements (including GE Consultants Medicaux, Inc, and Medi UK).
2. All employment agreements and Contracts.
3. All third-party agreements with respect to employee benefit plans.
4. All insurance policies of the Company.
5. Any Contracts in respect of the Company's bank accounts and credit cards.
6. Software licenses (including Toolkit 3D, Rhinoceros 3D, and Autodesk Fusion360).
7. All Contracts relating to Retained Assets (other than those specified as Excluded Contracts).
8. All other Contracts that are not Excluded Contracts.

SCHEDULE 1.1(zz)
Retained Liabilities

Each of the following:

1. Accounts payable with:
 - a. Designfusion;
 - b. Action O&P, Inc.;
 - c. Click Medical, LLC; and
 - d. Flextech, Inc.
2. Accrued sale commissions liabilities payable to the Company's inside sales team and independent sales representative partners.
3. Accrued vacation pay liabilities for the current, and prior years.

SCHEDULE 2.3(a)
Excluded Liabilities

Each of the following:

1. All indebtedness and Liabilities for borrowed money, including any indebtedness and Liabilities due to:
 - a. Business Development Bank of Canada;
 - b. BDC Capital Inc.;
 - c. Invest Nova Scotia (formally Nova Scotia Innovation Corporation);
 - d. Consortium MedTeq;
 - e. Atlantic Canada Regional Venture Fund Limited Partnership (Build Ventures);
 - f. Wilsang Corporation;
 - g. Cedar Point Business Solutions Inc.;
 - h. Joe Ellsmere;
 - i. Ben Ross;
 - j. Helen Steer;
 - k. Wenova Ventures Limited;
 - l. 3323381 Nova Scotia Limited;
 - m. Any other holder of a debenture issued by the Company; and
 - n. Atlantic Canada Opportunities Agency.
2. All indebtedness and Liabilities in respect of Canada Emergency Business Account (CEBA) loans.
3. All indebtedness and Liabilities under repayable contributions and other debt-like arrangements that will not provide further funding to the Company.
4. All Claims against the Company.
5. All Liabilities relating to or under the Excluded Assets and/or Excluded Contracts.
6. All Liabilities relating to, or arising from the termination or cancellation of, any Equity Interests (other than the Purchased Shares).
7. Any and all Liabilities pertaining to the administration of the CCAA Proceedings including, without limitation, under any Court ordered charge granted therein.
8. Any and all Liabilities relating to any change of control provision that may arise in connection with the change of control contemplated by the Transaction and to which the Company may be bound as at the Closing Time.
9. Any and all Liabilities that are not Retained Liabilities.

AMENDMENT TO SUBSCRIPTION AGREEMENT

This Amending Agreement made as of March 31, 2026 is made (this “**Agreement**”),

B E T W E E N:

SPRING LOADED TECHNOLOGY INCORPORATED., a corporation
existing under the laws of Canada

(the “**Company**” or the “**Vendor**”)

and

4782489 NOVA SCOTIA LIMITED., a corporation incorporated pursuant to
the laws of the Province of Nova Scotia, or its permitted assignee or nominee

(the “**Purchaser**” and together with the Company, the “**Parties**”)

RECITALS

WHEREAS the Parties entered into a subscription agreement dated as of January 30, 2026 (the “**Original Subscription Agreement**”) wherein the Company agreed to sell and the Purchaser agreed to subscribe for, shares in the capital of the Company;

AND WHEREAS the Company shall seek approval of the Original Subscription Agreement as amended by this Agreement and to seek an Approval and Reverse Vesting Order in respect of the Purchased Shares;

NOW THEREFORE, in consideration of the promises and mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. **DEFINED TERMS:** All capitalized terms used in this Agreement that are not otherwise defined herein shall have the meaning ascribed to them in the Original Subscription Agreement.
2. **AMENDMENT OF THE ORIGINAL SUBSCRIPTION AGREEMENT:** The Company and Purchaser acknowledge and agree that the terms and conditions of the Original Subscription Agreement shall remain in full force and effect and shall remain unamended save and except as expressly amended by the terms of this Agreement.
 - (a) The Parties agree that the Original Subscription Agreement is hereby amended by deleting Sections 1.1(xx) and 5.8 in their entirety.
 - (b) The Parties agree that the definition of “ResidualCo” in Section 1.1(ww) of the Original Subscription Agreement is deleted in its entirety and replaced with the following:
 - i. “**ResidualCo**” means a corporation to be incorporated to which the Excluded Assets, Excluded Contracts, and Excluded Liabilities will be transferred in accordance with the Implementation Steps.

- (c) The Parties agree that the definition of “Retained Liabilities” in Section 1.1(aaa) of the Original Subscription Agreement is deleted in its entirety and replaced with the following:
- i. **“Retained Liabilities”** means: (i) Liabilities specifically and expressly designated by the Purchaser as Retained Liabilities in Schedule 1.1(aaa), as the same may be modified by the Purchaser no later than five (5) Business Days before the Closing Date; (ii) any and all Liabilities and Encumbrances of the Company for unremitted source deductions and GST/HST, whether accrued, owing, or assessed (or not yet assessed), in each case solely in respect of the period after January 26, 2026; and (iii) all Liabilities which relate to: (A) the Business under any Retained Contracts; and (B) any Permitted Encumbrances; in each case, to the extent forming part of the Retained Assets and solely in respect of the period, or arising out of events or circumstances that occurred, from and after the Closing Time (and not relating to any default, events, or circumstances existing prior to or as a consequence of Closing).
3. **INCORPORATION OF SCHEDULE 1.1(ff):** In accordance with the terms of the Original Subscription Agreement, the Parties agree that the specific mechanism for implementing the Closing shall be completed in accordance with the Implementation Steps attached hereto as Schedule 1.1(ff).
4. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts and delivered by e-mail, including in PDF format, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.
5. **ENUREMENT:** This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
6. **GOVERNING LAW AND JURISDICTION:** This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Nova Scotia and the federal laws of Canada, applicable therein. The Parties hereby attorn and submit to the non-exclusive jurisdiction of the Court.

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

**SPRING LOADED TECHNOLOGY
INCORPORATED**

Per: _____

Name: Joe Ellsmere

Title: Director

I have authority to bind the corporation

4782489 NOVA SCOTIA LIMITED

Per: _____

Name: Mark Goldhar

Title: Secretary

I have authority to bind the corporation

Schedule 1.1(ff) – Implementation Steps

1. At least one (1) day prior to the Closing Date, the Purchaser shall have paid to the Monitor the Closing Amount, for the benefit of the stakeholders of the Company, to be held in escrow by the Monitor on behalf of the Purchaser and released in accordance with these Implementation Steps.
2. Upon the issuance of the Monitor's Certificate, the following steps shall take place and shall be deemed to take place, in the following manner and sequence pursuant to the Approval and Reverse Vesting Order:
 - (a) First, the Company shall be deemed to transfer to ResidualCo, and ResidualCo shall be deemed to assume:
 - (i) all of the Company's right, title and interest in and to the Excluded Assets and Excluded Contracts;
 - (ii) all Excluded Liabilities; and
 - (iii) without limiting the generality of the foregoing, all Liabilities of the Company arising from any audits or reassessments with respect to Taxes relating to any period occurring, or facts arising, prior to the Closing Time (regardless of when such audit or reassessment is commenced or completed);

all of which shall vest absolutely and exclusively in ResidualCo and all such Excluded Assets, Excluded Contracts, Excluded Liabilities, and Taxes shall be fully and finally Discharged from the Company;
 - (b) Second, the Company shall retain, free and clear of any and all Encumbrances other than Permitted Encumbrances, all of the Retained Assets existing as of the date of the Agreement and any assets acquired by it up to and including Closing, including the Retained Contracts and Books and Records, and all Encumbrances affecting the Company and Retained Assets (other than Permitted Encumbrances) shall be fully and finally Discharged;
 - (c) Third, the following shall occur concurrently in consideration of the Purchase Price:
 - (i) the Closing Amount will be released from escrow and made payable to the Monitor;
 - (ii) the Retained Liabilities shall be retained by the Company;
 - (iii) the Articles of Reorganization will be filed or deemed to be filed and effective; and
 - (iv) the Company shall issue the Purchased Shares to the Purchaser and the Purchaser shall subscribe for the Purchased Shares, free and clear of all Encumbrances;
 - (d) Fourth, pursuant to the Approval and Reverse Vesting Order, all of the Equity Interests of the Company outstanding as of the Closing Time other than the Purchased Shares, as well as all options, conversion privileges, equity-based awards, warrants, securities, debentures, loans, notes or other rights, agreements or commitments of any character whatsoever that are held by any Person which are convertible or exchangeable for any securities of the

Company or which require the issuance, sale or transfer by the Company, of any shares or other securities of the Company, or otherwise relating thereto, shall be deemed terminated and cancelled without consideration and the only Equity Interests of Company that shall remain shall be the Purchased Shares;

- (e) Fifth, Closing shall be deemed to have occurred and the Company shall cease to be an applicant in the CCAA Proceedings and the Company shall be deemed to be released from the purview of the Initial Order and all other orders of the Court granted in the CCAA Proceedings, save and except for the Approval and Reverse Vesting Order, the provisions of which shall continue to apply in all respects, with ResidualCo taking its place; and
- (f) Sixth, all directors and officers of ResidualCo shall be deemed to have resigned, effective immediately.

The Parties acknowledge and agree that: (i) any and all Liabilities arising from or relating to (i) the transactions noted above, and (ii) the transfer of the Excluded Assets, Excluded Contracts, and Excluded Liabilities to ResidualCo, shall be transferred to and vested in ResidualCo, and the Company shall have no obligations in connection with such Liabilities.

Appendix F

Independent Security Opinion

March 27, 2026

Grant Thornton Limited, in its capacity as Monitor of Spring Loaded Technology Incorporated and not in its personal capacity
1675 Grafton St., Suite 1000
Halifax NS B3J 0E9
Attention: Liam Murphy

Dear Mr. Murphy:

Re: Spring Loaded Technology Incorporated (the “Debtor”)

In your capacity as monitor of the Debtor appointed pursuant to the Companies' Creditors Arrangement Act (“**CCAA**”) in the Nova Scotia Supreme Court (the “**Court**”) under Hfx No. 550323 (the “**CCAA Proceedings**”), you have retained us to review and comment on the validity, enforceability and perfection of security granted by the Debtor in the Province of Nova Scotia (the “**Province**”).

We are qualified to practice law in the Province and we express no opinion as to any laws or matters governed by any laws other than the laws of the Provinces and the federal laws of Canada applicable therein (collectively, the “**Applicable Laws**”).

DOCUMENTS REVIEWED

In coming to our opinion, we reviewed the following (collectively, the “**Documents**”):

1. Amended and Restated Convertible Debenture Purchase Agreement dated July 21, 2020, in which the Debtor agreed to sell convertible debentures to Atlantic Canada Regional Venture Fund Limited Partnership (“**Build LP**”), Nova Scotia Innovation Corporation (now, Invest Nova Scotia) (“**Invest**”), Wilsang Corporation (“**Wilsang**”), BDC Capital inc. (“**BDC**”), and Consortium Medteq (“**Medteq**”).
2. Convertible Debenture and Security Agreement dated May 11, 2020, issued by the Debtor to Build LP, in the principal amount of \$750,000.00, providing Build LP with a security interest over all present and after-acquired personal property of the Debtor (the “**Build LP Debenture**”).

Gavin D.F. MacDonald | Partner

Direct 902 491 4464 **Main** 902 421-6262 **Fax** 902 421-3130 **Email** gmacdonald@coxandpalmer.com
Nova Centre | South Tower, Suite 1500, 1625 Grafton Street, Halifax, NS B3J 0E8
Correspondence PO Box 2380 Central Halifax NS B3J 3E5

3. Convertible Debenture and Security Agreement dated May 11, 2020, issued by the Debtor to Invest, in the principal amount of \$500,000.00, providing Invest with a security interest over all present and after-acquired personal property of the Debtor.
4. Convertible Debenture and Security Agreement dated July 21, 2020, issued by the Debtor to Wilsang, in the principal amount of \$20,000.00, providing Wilsang with a security interest over all present and after-acquired personal property of the Debtor.
5. Convertible Debenture and Security Agreement dated July 21, 2020, issued by the Debtor to BDC, in the principal amount of \$1,500,000.00, providing BDC with a security interest over all present and after-acquired personal property of the Debtor as amended by a Convertible Debenture Amending Agreement dated April 2022, extending the initial term of the agreement.
6. Convertible Debenture and Security Agreement dated July 21, 2020, issued by the Debtor to Medteq, in the principal amount of \$250,000.00, providing Medteq with a security interest over all present and after-acquired personal property of the Debtor.
7. Convertible Debenture Amending Agreement dated April 21, 2022 (the "Innovacorp Debenture Amendment"), which extended the maturity date of a convertible debenture dated December 21, 2018, issued by the Debtor to Innovacorp, in the principal amount of \$430,000.00.
8. Convertible Debenture Purchase Agreement dated September 24, 2025, in which the Debtor agreed to sell convertible debentures to Cedar Point Business Solutions Inc. ("**Cedar Point**"), Joe Ellsmere, Ben Ross, Helen Steer, Wenova Ventures Ltd. ("**Wenova**") and 3323381 Nova Scotia Limited ("**3323381**" collectively with the foregoing, the "**Senior Creditors**").
9. Secured Convertible Debenture dated September 24, 2025, issued by the Debtor to Cedar Point, in the principal amount of \$45,000.00, providing Cedar Point with a security interest over all present and after-acquired personal property of the Debtor.
10. Secured Convertible Debenture dated September 24, 2025, issued by the Debtor to Mr Ellsmere, in the principal amount of \$45,000.00, providing him with a security interest over all present and after-acquired personal property of the Debtor.

March 27, 2026

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11. Secured Convertible Debenture dated September 24, 2025, issued by the Debtor to Mr. Ross, in the principal amount of \$45,000.00, providing him with a security interest over all present and after-acquired personal property of the Debtor.
12. Secured Convertible Debenture dated September 24, 2025, issued by the Debtor to Ms. Steer, in the principal amount of \$25,000.00, providing her with a security interest over all present and after-acquired personal property of the Debtor.
13. Secured Convertible Debenture dated November 18, 2025, issued by the Debtor to Wenova, in the principal amount of \$70,000.00, providing Wenova with a security interest over all present and after-acquired personal property of the Debtor.
14. Secured Convertible Debenture dated November 18, 2025, issued by the Debtor to 3323381, in the principal amount of \$20,000.00, providing 3323381 with a security interest over all present and after-acquired personal property of the Debtor.
15. Subordination Agreement dated September 24, 2025, granted by BDC, Invest, Atlantic Canada Regional Venture Fund GP Inc. ("**Build GP**"), Medteq, and Wilsang (collectively, the "**Subordinated Creditors**") to Mr. Ellsmere, Cedar Point, Mr. Ross and Ms. Steer in respect of amounts owing by the Debtor as amended by First Amendment to Subordination Agreement dated November 18, 2025 adding Wenova and 3323381 as senior creditors (the "**Subordination Agreement**").

In this opinion, "**Senior Creditor Security**" means items 8 through 14 above; and "**Subordinated Creditor Security**" means items 1 through 7 above.

SEARCHES AND INVESTIGATION

Upon your instructions, we have made no searches and conducted no independent investigations in order to confirm any registration of any Document to evidence or create a security interest other than (i) a search of the Personal Property Registry (Nova Scotia) as of March 19, 2026 (the "**Search**"). We have not examined any corporate records of any party to any Document, including the Debtor.

We note that the Documents do not have resolutions attached to them by which the Debtor authorized its officer to execute the Documents or grant the security. The absence of such resolution authorizing the execution of the Documents might mean that the person signing it had no authority to do so and could, in some circumstances, invalidate the security constituted thereby. General principles of corporate law would typically protect a counterparty from a defect in the authorization of the person signing unless the other

party knew or ought to have known about the defect. We have no information as to the knowledge of the Senior Creditors or Subordinated Creditors at the time of the execution of the Documents by the Debtor. In addition, if the Debtor adopted standard borrowing resolutions, which we have not received or reviewed, such resolutions may provide for the authority necessary to grant the security assuming that the persons named in the resolutions are the persons who signed the Documents.

ASSUMPTIONS

In giving this opinion, we have assumed that:

1. The Debtor was and is a corporation incorporated under the laws of Canada that has not been dissolved;
2. Prior to its insolvency, the Debtor was the absolute owner of its property, assets rights and undertaking;
3. At the relevant times, the Debtor had the corporate power and capacity to own its property and assets, carry on business, execute and deliver security documents to perform all of its obligations under the Documents and secure its obligations as provided for in the Documents;
4. the execution, delivery and performance of the obligations in the Documents by the Debtor had been duly authorized by all necessary corporate action on the part of the Debtor;
5. all signatures are genuine and the copy of the Documents submitted to us is authentic and conforms to the original;
6. all persons executing the Documents possessed the legal power, capacity, competency and were duly authorized to do so;
7. the name of the Debtor is correctly set forth in the Documents and all notices and registrations relating thereto;
8. the collateral described in the Documents (the “**Collateral**”) does not include consumer goods as defined in the Personal Property Security Act (Nova Scotia) (the “**PPSA**”); and
9. with respect to the Documents, that Senior Creditors and Subordinated Creditors, as applicable, have each given value, the Debtor has rights in the Collateral and that the Debtor and the applicable creditor have not agreed orally

or in writing to postpone the time for attachment of the security interests referred to in the Documents.

Opinions

Based upon and subject to the foregoing, and subject to the qualifications set forth hereinafter, we are of the opinion that:

1. The Search showed, as of its currency date, the following registered financing statements:
 - a. Registration No. 27816636 dated June 20, 2017, in favour of The Toronto-Dominion Bank in respect of monies on deposit in the name of the Debtor or owed to the Debtor by the secured party;
 - b. Registration No. 42088583 dated September 24, 2025, in favour of the Senior Creditors in respect of all present and after-acquired personal property of the Debtor; and
 - c. Registration No. 42677070 dated January 30, 2026, in favour of the Subordinated Creditors in respect of all present and after-acquired personal property of the Debtor.
2. The Senior Creditor Security creates a valid security interest in favour of the Senior Creditors, in the personal property collateral described therein in which the Debtor has rights to secure the payment and performance of the obligations described therein as being secured thereby, and, such security interest, to the extent capable of perfection by registration of a financing statement under the PPSA, and to the extent that the PPSA applies to the perfection of such collateral, has been validly perfected.
3. The Subordinated Creditor Security creates a valid security interest in favour of the Subordinated Creditors, in the personal property collateral described therein in which the Debtor has rights to secure the payment and performance of the obligations described therein as being secured thereby, and, such security interest, to the extent capable of perfection by registration of a financing statement under the PPSA, and to the extent that the PPSA applies to the perfection of such collateral, has been validly perfected.

Qualifications

The opinions expressed herein are subject to the following qualifications:

- a) the interests of the Senior Creditors and Subordinated Creditors and the enforceability of the Documents is subject to any orders issued by the Court in the CCAA Proceedings, including (without limitation) any priority charges granted in respect of the administration of the CCAA Proceeding, interim financing, or otherwise;
- b) the enforceability of the Documents referred to above is subject to applicable law, including bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors rights in general;
- c) equitable remedies, including, without limitation, specific performance and injunctive relief, may be granted only in the discretion of a Court of competent jurisdiction;
- d) the opinions expressed herein are limited to the laws of the Province of Nova Scotia and the laws of Canada applicable therein and no opinion is given with respect to any other jurisdiction and further is predicated on the state of such law as it exists at the date hereof and we hereby undertake no obligation to update our opinion because of legislative changes or jurisprudential developments;
- e) we are not sufficiently familiar with the relationship between the Debtor, Senior Creditors and Subordinated Creditors to know whether any funds were actually advanced to the Debtor or whether the Debtor is actually indebted to any of the creditors;
- f) all rights, duties or obligations arising under any of the Documents must be exercised and discharged in good faith and in a commercially reasonable manner;
- g) we express no opinion as to the clauses in the Documents which purport to enable a creditor to recover from the Debtor costs of enforcement;
- h) we express no opinion about the validity of any loans secured by the Documents;
- i) we express no opinion regarding the creation or perfection of any security interest or other interest in any property to the extent that a security interest or other interest therein is governed by any federal legislation which is paramount to the PPSA including, without limitation, any vessel registered under the *Canada Shipping Act* (Canada) and any rolling stock, patents, trade-marks, copyrights and other intellectual property rights;

- j) to the extent that the property purported to be charged by the Documents includes motor vehicles, trailers, motor homes, boats, outboard motors, aircraft air frames, aircraft engines or propellers (“**serial numbered goods**”) and is not described by serial number in the registration, the property may be subject to the rights of third parties registered by serial number and in priority to the Senior Creditors and the Subordinated Creditors;
- k) we express no opinion as to the priorities as between the security held by the Senior Creditors, Subordinated Creditors and any other security or any other competing claims and we express no opinion as to the validity of any enforcement steps taken or contemplated;
- l) without limiting the generality of the foregoing, the priority of the security interests created by the Documents are subject to the operation of the laws of Canada and Nova Scotia in effect from time to time creating statutory liens and trusts having priority over registered mortgages, charges and security interests such as those contained in the Documents;
- m) notwithstanding that registration under the PPSA will perfect a security interest in all forms of collateral to which the PPSA applies, perfection by possession of certain types of collateral may provide additional rights to a secured party; and
- n) in order to maintain the effectiveness of the registration under the PPSA referred to herein, the creditors may be required to undertake certain actions required under the PPSA.

In connection with the foregoing opinions, we have not been advised of any facts which would permit annulment of the Documents under Section 36.1 of the CCAA. In particular, we have no information which would lead us to assume that the Debtor was insolvent on any of the dates upon which it purported to grant security or that the Documents were otherwise entered into in fraud of creditors’ rights.

The opinions expressed herein may be relied upon only by the persons to whom this letter is addressed and for the purposes of evaluating the security described above. This letter may not be further disseminated or distributed except with our written consent.

March 27, 2026
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We trust that you will find the above to be in order. Should you require anything further, please do not hesitate to contact us.

Yours very truly,

Cox & Palmer

A handwritten signature in blue ink that reads "Cox & Palmer". The script is cursive and fluid, with the ampersand being particularly stylized.

Per: Gavin D.F. MacDonald
GDFM/GDFM

Appendix G

DIP Payout Statement

Spring Loaded Technology Inc.
Debtor-in-Possession Financing - Interest Payout Schedule
Prepared March 24, 2026

Annual Rate	12%
Daily Rate (360 Day Year)	0.033333%

Day count convention: Exclude start date, include repayment date.

Date	First Draw Principal	Second Draw Principal	Third Draw Principal	Cumulative Principal Balance	First Draw Interest	Second Draw Interest	Third Draw Interest	Total Daily Interest Rate	Cumulative Interest Expense	Note
Jan 27 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Exclude first draw interest on first advance date
Jan 28 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$83.33	
Jan 29 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$166.67	
Jan 30 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$250.00	
Jan 31 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$333.33	
Feb 1 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$416.67	
Feb 2 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$500.00	
Feb 3 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$583.33	
Feb 4 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$666.67	
Feb 5 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$750.00	
Feb 6 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$833.33	
Feb 7 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$916.67	
Feb 8 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$1,000.00	
Feb 9 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$1,083.33	
Feb 10 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$1,166.67	
Feb 11 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$1,250.00	
Feb 12 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$1,333.33	
Feb 13 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$1,416.67	
Feb 14 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$1,500.00	
Feb 15 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$1,583.33	
Feb 16 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$1,666.67	
Feb 17 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$1,750.00	
Feb 18 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$1,833.33	
Feb 19 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$1,916.67	
Feb 20 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$2,000.00	
Feb 21 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$2,083.33	
Feb 22 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$2,166.67	
Feb 23 2026	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$2,250.00	

Feb 24 2026	\$250,000.00	\$200,000.00	\$0.00	\$450,000.00	\$83.33	\$0.00	\$0.00	\$83.33	\$2,333.33	Exclude second draw interest on second advance date
Feb 25 2026	\$250,000.00	\$200,000.00	\$0.00	\$450,000.00	\$83.33	\$66.67	\$0.00	\$150.00	\$2,483.33	
Feb 26 2026	\$250,000.00	\$200,000.00	\$0.00	\$450,000.00	\$83.33	\$66.67	\$0.00	\$150.00	\$2,633.33	
Feb 27 2026	\$250,000.00	\$200,000.00	\$0.00	\$450,000.00	\$83.33	\$66.67	\$0.00	\$150.00	\$2,783.33	
Feb 28 2026	\$250,000.00	\$200,000.00	\$0.00	\$450,000.00	\$83.33	\$66.67	\$0.00	\$150.00	\$2,933.33	
Mar 1 2026	\$250,000.00	\$200,000.00	\$0.00	\$450,000.00	\$83.33	\$66.67	\$0.00	\$150.00	\$3,083.33	
Mar 2 2026	\$250,000.00	\$200,000.00	\$0.00	\$450,000.00	\$83.33	\$66.67	\$0.00	\$150.00	\$3,233.33	
Mar 3 2026	\$250,000.00	\$200,000.00	\$0.00	\$450,000.00	\$83.33	\$66.67	\$0.00	\$150.00	\$3,383.33	
Mar 4 2026	\$250,000.00	\$200,000.00	\$0.00	\$450,000.00	\$83.33	\$66.67	\$0.00	\$150.00	\$3,533.33	
Mar 5 2026	\$250,000.00	\$200,000.00	\$0.00	\$450,000.00	\$83.33	\$66.67	\$0.00	\$150.00	\$3,683.33	
Mar 6 2026	\$250,000.00	\$200,000.00	\$0.00	\$450,000.00	\$83.33	\$66.67	\$0.00	\$150.00	\$3,833.33	
Mar 7 2026	\$250,000.00	\$200,000.00	\$0.00	\$450,000.00	\$83.33	\$66.67	\$0.00	\$150.00	\$3,983.33	
Mar 8 2026	\$250,000.00	\$200,000.00	\$0.00	\$450,000.00	\$83.33	\$66.67	\$0.00	\$150.00	\$4,133.33	Exclude third draw interest on third advance date
Mar 9 2026	\$250,000.00	\$200,000.00	\$0.00	\$450,000.00	\$83.33	\$66.67	\$0.00	\$150.00	\$4,283.33	
Mar 10 2026	\$250,000.00	\$200,000.00	\$0.00	\$450,000.00	\$83.33	\$66.67	\$0.00	\$150.00	\$4,433.33	
Mar 11 2026	\$250,000.00	\$200,000.00	\$0.00	\$450,000.00	\$83.33	\$66.67	\$0.00	\$150.00	\$4,583.33	
Mar 12 2026	\$250,000.00	\$200,000.00	\$0.00	\$450,000.00	\$83.33	\$66.67	\$0.00	\$150.00	\$4,733.33	
Mar 13 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$0.00	\$150.00	\$4,883.33	
Mar 14 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$16.67	\$166.67	\$5,050.00	
Mar 15 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$16.67	\$166.67	\$5,216.67	
Mar 16 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$16.67	\$166.67	\$5,383.33	
Mar 17 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$16.67	\$166.67	\$5,550.00	
Mar 18 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$16.67	\$166.67	\$5,716.67	
Mar 19 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$16.67	\$166.67	\$5,883.33	
Mar 20 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$16.67	\$166.67	\$6,050.00	
Mar 21 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$16.67	\$166.67	\$6,216.67	
Mar 22 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$16.67	\$166.67	\$6,383.33	
Mar 23 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$16.67	\$166.67	\$6,550.00	
Mar 24 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$16.67	\$166.67	\$6,716.67	
Mar 25 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$16.67	\$166.67	\$6,883.33	
Mar 26 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$16.67	\$166.67	\$7,050.00	
Mar 27 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$16.67	\$166.67	\$7,216.67	
Mar 28 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$16.67	\$166.67	\$7,383.33	
Mar 29 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$16.67	\$166.67	\$7,550.00	
Mar 30 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$16.67	\$166.67	\$7,716.67	
Mar 31 2026	\$250,000.00	\$200,000.00	\$50,000.00	\$500,000.00	\$83.33	\$66.67	\$16.67	\$166.67	\$7,883.33	

\$0.00	
Total Interest Expense	\$7,883.33
First Interest Payment	\$2,416.67
Balance Interest Payable March 31, 2026	\$5,466.67

Tuesday, March 31, 2026

Appendix H

Detailed Budget to Actual Cash Flow Reporting

Spring Loaded Technology Incorporated

Appendix G - Detailed Budget to Actual Cash Flow Reporting

Cash Flow Forecast Projection - Variance Report - Prepared by Management

For the Period of January 26, 2026 to April 24, 2026

		Actuals (wk 1 - 8)													Budget (wk 9 - 13)	
		Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Forecast	Forecast	Forecast	Forecast	Forecast		
		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	67,877	46,165	56,744	29,851	46,044	65,829	54,436	50,213	50,246	50,246	50,246	50,246	50,246		668,388
Miscellaneous	2	4,214	206	-	-	-	5,951	-	4,583	-	34,128	6,046	-	-		55,127
Total Receipts		72,091	46,371	56,744	29,851	46,044	71,781	54,436	54,796	50,246	84,374	56,291	50,246	50,246		723,515
Disbursements																
Payroll	3	50,663	4,410	82,153	-	52,502	3,218	58,251	-	46,539	-	46,539	-	46,539		390,814
Direct materials	4	8,517	10,626	13,353	3,290	11,602	32,397	47,525	38,859	21,425	21,425	21,425	21,425	21,425		273,294
Commissions	3	-	28,535	-	-	-	-	-	-	-	-	-	-	-		28,535
Insurance		3,012	-	-	-	-	3,012	-	-	-	2,982	-	-	-		9,006
Rent		-	5,425	-	-	-	6,422	-	-	-	5,282	-	-	-		17,129
Office expenses		186	765	351	489	3,094	594	604	930	500	500	500	500	500		9,513
Travel		6,648	5,137	7,932	(188)	3,370	1,326	2,610	273	1,662	1,662	1,662	1,662	1,662		35,418
Utilities		174	108	-	515	83	1,427	87	4,414	235	235	235	235	235		7,984
Repairs and maintenance		135	565	-	-	1,413	3,006	67	461	196	196	196	196	196		6,627
Regulatory fees	5	-	581	-	15,973	-	-	-	3,425	3,389	-	-	-	-		23,368
Dues and Subscriptions		944	16,750	2,337	926	5,144	3,595	1,545	2,725	-	-	2,234	-	-		36,201
Intellectual Property Legal Expenses		-	-	-	10,000	5,000	2,400	-	5,000	-	-	2,739	-	-		25,139
Corporate Consultants		-	-	-	-	1,539	-	4,913	411	-	5,000	-	-	-		11,864
Banking fees		623	605	455	567	906	1,721	643	426	876	876	876	876	876		10,325
Contingency		-	-	-	-	-	-	-	-	1,000	1,000	1,000	1,000	1,000		5,000
Critical Suppliers Pool	6	33,318	6,441	12,603	6,114	17,755	-	-	-	-	-	-	-	-		76,231
HST payable (receivable)	7	-	-	-	-	-	-	-	-	-	-	-	-	-		0
Total Disbursements		104,220	79,947	119,183	37,687	102,408	59,118	116,245	56,925	75,822	39,158	77,406	25,894	72,433		966,447
Operational Cash Flow		(32,129)	(33,577)	(62,439)	(7,836)	(56,364)	12,663	(61,809)	(2,129)	(25,577)	45,216	(21,115)	24,352	(22,187)		(242,932)
Restructuring																
Monitor fees		40,000	-	-	-	39,689	-	-	-	-	25,000	-	-	-		104,689
Monitor's counsel fees		-	-	20,000	-	31,650	-	-	-	-	-	-	-	-		51,650
Company counsel fees		40,000	-	-	-	-	-	-	-	-	-	-	-	-		40,000
DIP interest and fees	8	10,000	-	-	-	2,417	-	618	-	-	-	-	-	-		13,034
DIP lender counsel fees	8	-	-	-	-	23,590	-	-	-	-	-	-	-	-		23,590
Total Restructuring		90,000	-	20,000	-	97,346	-	618	-	-	25,000	-	-	-		232,964
Net Cash Flow		(122,129)	(33,577)	(82,439)	(7,836)	(153,710)	12,663	(62,426)	(2,129)	(25,577)	20,216	(21,115)	24,352	(22,187)		(475,895)
Opening cash balance		9,744	137,615	104,038	21,600	13,763	60,053	72,716	60,290	58,161	32,584	52,800	31,685	56,036		9,744
DIP Financing		250,000	-	-	-	200,000	-	50,000	-	-	-	-	-	-		500,000
Ending Cash balance		137,615	104,038	21,600	13,763	60,053	72,716	60,290	58,161	32,584	52,800	31,685	56,036	33,849		33,849

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. In the above forecast actual results for the period of January 26, 2026 to March 20, 2026 have been used and Company forecasted amounts for the period of March 23, 2026 to April 24, 2026.

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 reimbursements for wages under the Industrial Research Assistance Program ("IRAP"), expected to be received as forecast.

[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, amongst 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] The Company has received notices of assessment from CRA for amounts claimed from December 1, 2025 to February 28, 2026. Notices of assessment indicate that the refunds are being held while the account is being reviewed. The Monitor has reached out to CRA legal counsel to understand what the Company may do to expedite the post-filing HST returns in the ordinary course.

[8] Fees and interest incurred and payable per the DIP Agreement.

As at March 30, 2026

Joe Ellsmere

Chief Executive Officer

Appendix I

Monitor's Fee Summary

In the CCAA proceedings of Spring Loaded Technology

Appendix H - Monitor Fee Summary

Professional Fee Summary

Summary of Monitor's Fees and Disbursements									
Invoice	Matter	Period	Hours	Fees	Admin	Expenses	HST	Total	Avg Hourly Rate
GT000000874	CCAA	January 30, 2026	73.75	32,537.50	2,277.63	-	4,874.12	39,689.25	441.19
GT000001080	CCAA	February 20, 2026	144.75	56,996.25	4,045.39	795.00	8,657.13	70,493.77	393.76
GT000001240	CCAA	March 23, 2026	97.25	37,585.00	2,630.95	-	5,630.24	45,846.19	386.48
Total			315.75	\$ 127,118.75	\$ 8,953.97	\$ 795.00	\$ 19,161.49	\$ 156,029.21	402.59

In the Matter of the CCAA proceedings of Spring Loaded Technology

Appendix H - Monitor Fee Summary

Summary of Monitor's Significant Activities

From January 26, 2026 to August 23, 2026

Name	Position	Avg. Hourly Rate	Total Hours	Total Fees	Significant activities
Liam Murphy	Partner	\$ 575.00	89.25	\$ 51,318.75	Various correspondence with counsel; DIP term sheet and other DIP matters; Stalking horse bid matters; Various internal correspondence; Review draft affidavit and materials; Various correspondence with Company; KERP/KEIP matters; CFF matters; ACOA/GST matters; Health Canada and FDA matters; Review final application materials; Review data room info; Potential RVO matters; SISP matters; Prep for Court, attend and debrief same; Service List matters; Launch website; Draft report; Review draft subscription agreement; Various correspondence with creditors; Review critical supplier requests; Review draft application; Target list matters; Finalize SISP; Review revised application materials; Various calls with management; Secured creditor matters; Various correspondence with interested parties; Follow up on filing matters; Various correspondence with DIP Lender; Various correspondence with 2020 debenture holders; Prepare for, attend, and debrief Court hearing; Review NDA; Review solicitation letter; Follow up on Teaser matters; Review teaser and CIM; Review executed orders and updates to website; Discuss reporting to BDC; Correspondence to Breg.
Total Partner		575.00	89.25	\$ 51,318.75	
Corey Hines	Senior Manager	\$ 440.00	73.25	32,230.00	Pre-filing matters for CCAA; Draft CFF template; Various correspondence with Management; Various correspondence with Wenova; Various correspondence with counsel; DIP matters; SISP preparation; Draft pre-filing report; Application matters; D&O matters; AP listing matters; Prepare for Court; Attend Court hearing for Initial Order; Stalking horse agreement matters; Review CCAA notice; Review allINS ad; Draft and revise First Report; Compile creditor listing; Review service affidavit of creditor notice; Various correspondence with creditors; SISP matters; Various internal correspondence; Supplier matters; Various correspondence with interested parties/bidders; Review SISP materials; KERP/KEIP matters; Review reports and filing ahead of hearing; Attend Court; Email with CRA re: January HST period; Review CIM; Review solicitation letter and email blast; Review EBITDA model, CIM and VDR; Various correspondence with CRA; HST return matters; Compile CFF reporting template; Supplier matter payments; DIP advance matters.
Sr. Manager <15h		\$ 440.00	0.50	220.00	EBITDA table and bridge.
Total Senior Manager		440.00	73.75	\$ 32,450.00	

In the Matter of the CCAA proceedings of Spring Loaded Technology

Appendix H - Monitor Fee Summary

Summary of Monitor's Significant Activities

From January 26, 2026 to August 23, 2026

Name	Position	Avg. Hourly Rate	Total Hours	Total Fees	Significant activities
Ben Chisholm		\$ 300.00	130.25	39,075.00	Various internal correspondence; Pre-filing matters; CIM and teaser matters; SISP matters; Preliminary review of materials; Review website; Review materials in VDR; EBITDA model matters; Review internal FS; Review product information; Review First Report; Review SISP documents; Begin drafting of CIM outline; Various meetings; Review and compile Affidavit and First Report information; Review previous CIMs; Review research re orthopedic industry; Discuss outcome of court hearing; Various correspondence with counsel; Various correspondence with interested parties; Reach out to graphic design team re: CIM; Drafting of SISP and CIM; Draft and revise ads; Book advertisements in AIINS and Insolvency Insider; Creation and updating of target list; Review and edits to CIM; Financial summary; Research and review targets; Drafting of website blurb; Update website; Send out revised NDAs for signing; Create VDR for interested parties; Send payments for processing; Draft affidavit of service for SISP and target list appendix; Various correspondence with Company; Compile information for email update to creditors; Update target list.
Senior Associate <15h		\$ 190.00	2.00	380.00	Prepare target list of PE firms.
Total Senior Associate		298.34	132.25	\$ 39,455.00	
Faith Capone		\$ 190.00	15.75	\$ 2,992.50	Add new creditors to Ascend; Create and update website; PPSA search; Open new bank account; Update AR listing in Ascend; Newspaper ad and Creditor Notice for review; Draft Form 1 & 2; Draft email correspondence to creditors, Draft Creditor Notice; Assemble creditor package, email all creditors x2; Affidavit of service with documents; email CCAA forms to OSB; Amend Creditors in Ascend; Amend Form 1 for OSB; Various calls with creditors; Email confirmation receipt of funds to account; Call with counsel; Open bank account for SISP; Banking matters.
Administrative less than 15 hours		\$ 190.00	4.75	\$ 902.50	Make redactions to CIM materials.
Total Administrative		190.00	20.50	\$ 3,895.00	
Grand Total		402.59	315.75	\$ 127,118.75	

Appendix J

RECON Fee Affidavit

**SUPREME COURT OF NOVA SCOTIA
IN BANKTUPRCY AND INSOLVENCY**

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

AND IN THE MATTER OF an application by Spring Loaded Technology Incorporated ("**SLT**" the "**Applicant**") for relief under s. 11 of the CCAA and other relief.

**FEE AFFIDVAIT OF ALINA STOICA
(Sworn March 31, 2026)**

I, **ALINA STOICA**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a law clerk with the law firm Reconstruct LLP ("**RECON**") and therefore have knowledge of the matters set out in this affidavit. Where this affidavit is based on information and belief, I have stated the source of my information and believe it to be true.
2. RECON are the lawyers on record for Grant Thornton Limited, in its capacity as the Court-appointed Monitor (in such capacity, the "**Monitor**") in these CCAA proceedings.
3. RECON has prepared statements of account (the "**Accounts**") in connection with its mandate, detailing its fees and disbursements incurred for the period from January 16, 2026 to March 30, 2026 (the "**Billing Period**"). Attached as **Exhibit "A"** is a copy of the Accounts.
4. The Accounts are a fair and accurate description of the services provided, the disbursements incurred, and the amounts charged by RECON, and are based on its standard rates and charges.

5. As detailed in the Accounts, the total amount being claimed for the work performed by RECON during the Billing Period is \$58,855.15 (fees of \$52,084.20 and HST of \$6,770.95).

6. Attached as **Exhibit "B"** is a summary of the timekeepers whose services are reflected in the Accounts, including their title, hourly rate, and their fees and hours billed. RECON incurred a total of 113.6 at an average hourly rate of \$571.72 exclusive of HST.

7. We anticipate that the fees to be incurred by RECON until the completion of these proceedings are estimated to be \$25,000 plus disbursements and HST.

8. This affidavit is sworn in support of the Monitor's motion for, *inter alia*, approval of the fees and disbursements of the Monitor and its counsel, RECON, and for no other improper purpose.

SWORN BEFORE ME at the City of)
Toronto, in the Province of Ontario, on the)
31st day of March, 2026.)
)
)
)
)
)
)
)



Levi Rivers a Commissioner, etc.,
Province of Ontario, for Reconstruct LLP,
Barristers and Solicitors.
Expires: August 22, 2028.



ALINA STOICA

EXHIBIT "A"

THIS IS **EXHIBIT "A"** REFERRED TO IN THE AFFIDAVIT OF **ALINA STOICA** SWORN
BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 31ST DAY
OF MARCH 2026.

A handwritten signature in blue ink, appearing to read 'James D. ...', is written above a horizontal line.

A COMMISSIONER FOR TAKING AFFIDVAITS



INVOICE

Invoice # 500325
Date: 02/12/2026
Due Upon Receipt

80 Richmond Street W., Suite 1700
Toronto, ON
M5H 2A4
T: 416.613.8280
F: 416.613.8290

Doane Grant Thornton Limited
200 King Street, 19th Floor
Toronto, ON
M5H 3T4

00592-Doane Grant Thornton Limited

CCAA of Spring Loaded Technologies Inc.

Date	Description	Hours	Rate	Discount	Total	LP
01/16/2026	Discuss CCAA filing; participate in videoconference with professionals.	1.00	\$885.00	-	\$885.00	SK
01/19/2026	Attending to review of DIP term sheet re: Wenova-Spring Loaded transaction with GTL comments; call with E. Essber of O'keefe and Sullivan re: file.	0.40	\$400.00	50.0%	\$80.00	JG
01/19/2026	Communications with J. Gosset re: providing project management guidance and feedback on handling court materials and documents; communications with E. Essber, S. Mudekwe, J. Gosset, and D. O'Keefe re: advising on the relief sought in a hearing and its notice status for court proceedings; draft DIP term sheet concerning debtor-in-possession financing agreement with SLT; communications with C. Hines, L. Murphy, and J. Gosset re: reviewing and finalizing comments on the Wenova DIP term sheet, specifically addressing the initial counsel advance section; communications draft; communications with J. Gosset re: review and analysis of the first draft of the monitor's report.	0.90	\$885.00	-	\$796.50	SK
01/20/2026	Attending to revising pre-filing report for proposed monitor appointment in SLT CCAA proceedings; attending to key	3.80	\$400.00	50.0%	\$760.00	JG

	documents for filing; correspondence with O'Keefe and Sullivan re: same; reviewing and adding language to the SLT initial Order draft re: authority to pay pre-filing amounts to critical vendors.					
01/20/2026	Review and analyze initial orders and affidavits for precedent pre-filing payment authorization and tax relief; draft and revise court documents; draft sales and investment solicitation process documents for CCAA proceedings; review and analyze debt summary and charging order.	3.00	\$885.00	-	\$2,655.00	SK
01/21/2026	Drafting and revision of pre-filing materials, initial order, and key documents for SLT CCAA proceedings; related correspondence.	6.50	\$400.00	50.0%	\$1,300.00	JG
01/21/2026	Draft and revise SISP documents for SLT under CCAA; review and comment on court materials; communicate with stakeholders re: KERP structure and court documents; incorporate no set-off language into SLT initial order.	3.30	\$885.00	-	\$2,920.50	SK
01/22/2026	Reviewed, revised, and finalized drafts of the initial order, charging order, sealing order, affidavit materials, and pre-filing report in connection with SLT CCAA application; incorporated requested language and factual updates; reviewed financial statements, board materials, and related supporting documents for inclusion in the record; corresponded with Grant Thornton and counsel re: draft approvals, filing logistics, and timing for court submission.	8.00	\$400.00	50.0%	\$1,600.00	JG
01/22/2026	Communications with stakeholders re: SLT affidavit and monitor's report finalization; revise pre-filing report and SISP documents for SLT restructuring under CCAA; review and comment on SLT initial order drafts for creditor protection application; communications re: SLT SISP auction procedures and Monitor's role.	5.00	\$885.00	-	\$4,425.00	SK
01/23/2026	Attending to correspondence with L. Murphy, S. Kour, and C. Hines re: discussing amendment of company's materials to increase initial draw; consulting with S. Kour and Darren; attending to correspondence with S. Kour re: drafting an NDA for the dataroom	3.50	\$400.00	50.0%	\$700.00	JG

	with a focus on IP/tech assets.					
01/23/2026	Communicate with J. Gosset re: SLT report; further review and comments on court documents; instructions to J. Gosset re: court documents and filing; discussion with L. Murphy.	1.10	\$885.00	-	\$973.50	SK
01/26/2026	Attending to preparation for and attendance at CCAA hearing; correspondence with counsel and stakeholders; drafting and revising SISP materials, share subscription agreement tasks, service list, sealing motion, and related court materials; coordinating on KERP issues.	4.30	\$400.00	50.0%	\$860.00	JG
01/26/2026	Attending court hearing for initial order.	0.90	\$885.00	-	\$796.50	SK
01/26/2026	Communications re: share subscription agreement; review and comment on court materials and proposed monitor report for SLT; videoconference with counsel re: same.	1.80	\$885.00	-	\$1,593.00	SK
01/27/2026	Attending to review of document outlining the sale and investment solicitation process for SLT under the CCAA; attending to back-up bid language in SISP process.	0.90	\$400.00	50.0%	\$180.00	JG
01/27/2026	Review and comment on drafts of court materials; communicate with stakeholders re: service list updates and confirmations; draft communications for agreement review and execution.	0.60	\$885.00	-	\$531.00	SK
01/28/2026	Attending to correspondence with L. Murphy; S. Kour; C. Hines; E. Essber; S. Mudekwe et al.; attending to the SISP process; inquiring about materials for the comeback hearing; attending to notice to media, KERP/KEIP.	4.60	\$400.00	50.0%	\$920.00	JG
01/28/2026	Reviewing subscription agreement; providing comments about same to S. Kour.	0.20	\$450.00	-	\$90.00	SJ
01/28/2026	Review and analyze CCAA documents for SLT; draft and revise subscription agreement for stalking horse; revise sale and investment solicitation process document for SLT; discuss vesting out tax liabilities with L. Murphy.	3.40	\$885.00	-	\$3,009.00	SK
01/29/2026	Attending to all aspects of the CCAA proceedings, including extensive	5.90	\$400.00	50.0%	\$1,180.00	JG

	correspondence with counsel and the Monitor, drafting and revising the amended and restated initial order, SISP approval order, monitor's reports, stay extension materials, sealing issues, and participating in multi-party strategy calls re: restructuring and transaction documentation.					
01/29/2026	Reviewing and revising court materials for comeback hearing; correspondence with S. Kour re: same and status of file.	4.80	\$450.00	-	\$2,160.00	SJ
01/29/2026	Review and revise court documents re: formatting and content; revise notice of motion and orders ; correspondence with counsel in NS.	1.00	\$300.00	-	\$300.00	AS
01/29/2026	Draft first report of the monitor for Stalking Horse agreement and SISP; communications re: review and analysis of court materials and updates to initial order; confirm incorporation of requested terms in SISP process; ensure SISP includes insider bid provisions as referenced in Monitor's report.	1.30	\$885.00	-	\$1,150.50	SK
01/29/2026	Commenting on court materials; videoconference re: discussion of subscription agreement.	0.90	\$885.00	-	\$796.50	SK
01/30/2026	Attending to correspondence with company counsel, coordinating materials.	0.40	\$400.00	50.0%	\$80.00	JG
01/30/2026	Reviewing and revising amended and restated initial order; correspondence with S. Mudekwe about same.	0.40	\$450.00	-	\$180.00	SJ
01/30/2026	Communications re: SISP agreement and KEIP decision timeline; review and analyze SLT subscription agreement changes and year-end debt summary; teleconference and communications with counsel re: CCAA application; draft correspondence and discussion with counsel for 2020 Bondholders.	1.00	\$885.00	-	\$885.00	SK
01/31/2026	Attending to finalization and service of first report of the monitor.	1.30	\$400.00	50.0%	\$260.00	JG
01/31/2026	Communications with S. Joshi and J. Gosset re: finalizing the monitor's report with a focus on the KEIP; review court materials.	1.00	\$885.00	-	\$885.00	SK

Quantity Subtotal 71.2

Line Item Discount Subtotal -\$7,920.00

Time Keeper	Hours	Rate	Discount	Total
Julien Gosset	39.6	\$400.00	-\$7,920.00	\$7,920.00
Sharon Kour	25.2	\$885.00	-	\$22,302.00
Alina Stoica	1.0	\$300.00	-	\$300.00
Simran Joshi	5.4	\$450.00	-	\$2,430.00
Quantity Total				71.2
Subtotal				\$32,952.00
Invoice Discount				15.0%
Tax (13.0%)				\$3,641.20
Total				\$31,650.40
Payment (02/26/2026)				-\$31,650.40
Balance Owing				\$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
500542	03/18/2026	\$11,229.38	\$0.00	\$11,229.38

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
500325	02/12/2026	\$31,650.40	\$31,650.40	\$0.00
Outstanding Balance				\$11,229.38
Total Amount Outstanding				\$11,229.38

Please make all amounts payable to: Reconstruct LLP

Payment is due upon receipt. 10.0% simple annual interest will be charged every 30 days.

HST No.: 737783274 RT 0001



INVOICE

Invoice # 500542
Date: 03/18/2026
Due Upon Receipt

80 Richmond Street W., Suite 1700
Toronto, ON
M5H 2A4
T: 416.613.8280
F: 416.613.8290

Doane Grant Thornton Limited
200 King Street, 19th Floor
Toronto, ON
M5H 3T4

00592-Doane Grant Thornton Limited

CCAA of Spring Loaded Technologies Inc.

Date	Description	Hours	Rate	Total	LP
02/01/2026	Discuss consultation rights in SISP for Spring Loaded Technology Inc; Review and analyze restructuring documents for Spring Loaded Technologies Inc.; provide video link for L. Williams to attend 2020 Debenture holders videoconference.	0.30	\$885.00	\$265.50	SK
02/02/2026	Correspondence with L. Williams, counsel, regarding the 2020 Debentures and circulation of the current SISP.	0.30	\$450.00	\$135.00	JG
02/02/2026	Reviewing L. Williams changes on the SISP; correspondence with S. Kour about same.	0.30	\$450.00	\$135.00	SJ
02/02/2026	Communicate with parties re: circulation of draft materials for Spring Loaded Technology Inc; review and analyze Sale and Investment Solicitation Process documents for Spring Loaded Technologies Inc; communicate re: scheduling call and discussing KEIP implications for management and creditors; review and analyze DIP Term Sheet and Memorandum of Fact and Law for Wenova and Spring Loaded.	3.10	\$885.00	\$2,743.50	SK
02/03/2026	Meeting and videoconference regarding CCAA application for Spring Loaded Technology Inc; communications on amendments to SISP procedures and KEIP confirmation; review and analyze Sale and Investment Solicitation Process document.	2.80	\$885.00	\$2,478.00	SK
02/04/2026	Attending to correspondence with monitor re invoices; correspondence with company counsel re next steps.	0.60	\$450.00	\$270.00	JG

02/04/2026	Communicate with counsel regarding draft orders for Spring Loaded Technology Inc; videoconference; participate in Spring Loaded hearing; Review and analyze Sale and Investment Solicitation Process document for Spring Loaded.	2.10	\$885.00	\$1,858.50	SK
02/05/2026	Providing the Monitor with all issued orders for website.	0.10	\$450.00	\$45.00	JG
02/09/2026	Reviewing and providing comments on the non-disclosure agreement; correspondence with L. Murphy about same.	1.70	\$450.00	\$765.00	SJ
02/09/2026	Review and analyze Confidentiality Agreement obligations and remedies; communicate with S. Joshi re sale process.	0.20	\$885.00	\$177.00	SK
02/10/2026	Updating service list; correspondence with ACOA re same.	0.10	\$450.00	\$45.00	JG
02/10/2026	Discussion with Monitor re filing.	0.20	\$885.00	\$177.00	SK
02/11/2026	Discussion re SISP.	0.10	\$885.00	\$88.50	SK
02/13/2026	Review status of SISP with Monitor.	0.20	\$885.00	\$177.00	SK
02/14/2026	Review status of SISP.	0.10	\$885.00	\$88.50	SK
02/16/2026	Reviewing prospective party's comments on the non-disclosure agreement; correspondence with S. Kour about same.	0.20	\$450.00	\$90.00	SJ
02/16/2026	Communications with S. Joshi and J. Gosset re: discussing potential modifications to the non-solicitation clause in the NDA with Spring Loaded Technology.	0.10	\$885.00	\$88.50	SK
02/17/2026	Correspondence with B. Chisom re interested party's comments on non-disclosure agreement.	0.10	\$450.00	\$45.00	SJ
02/18/2026	Discuss NDA exceptions and restrictions with Monitor.	0.20	\$885.00	\$177.00	SK
02/20/2026	Communications with L. Murphy, S. Joshi, B. Chisholm, and C. Hines re: review and approval of draft update email concerning SISP outreach and bidder interest status.	0.10	\$885.00	\$88.50	SK

Quantity Subtotal 12.9

Time Keeper	Hours	Rate	Total
Julien Gosset	1.1	\$450.00	\$495.00
Sharon Kour	9.5	\$885.00	\$8,407.50
Simran Joshi	2.3	\$450.00	\$1,035.00

Quantity Total	12.9
Subtotal	\$9,937.50
Tax (13.0%)	\$1,291.88
Total	\$11,229.38

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
500542	03/18/2026	\$11,229.38	\$0.00	\$11,229.38
Outstanding Balance				\$11,229.38
Total Amount Outstanding				\$11,229.38

Please make all amounts payable to: Reconstruct LLP

Payment is due upon receipt. 10.0% simple annual interest will be charged every 30 days.

HST No.: 737783274 RT 0001

Remittance Advice

Wire Transfer Information

Bank Name/Address: Royal Bank of Canada
Main Branch - Toronto
Royal Bank Plaza
200 Bay Street
Toronto, ON M5J 2J5

Account Number: 1570423
Transit Number: 00002
Bank Number: 003

Name/Account #: Reconstruct LLP

SWIFT: ROYCCAT2

Payment by e-transfer: accountspayable@reconllp.com

Payment by Credit Card: Please call 416.613.8280 to make a payment.

Please include the invoice number 500542 as an additional reference so we may accurately identify and apply your payment.
Please provide adequate payment to cover the wire fees assessed by your financial institution.



INVOICE

Invoice # 500700
Date: 03/31/2026
Due Upon Receipt

80 Richmond Street W., Suite 1700
Toronto, ON
M5H 2A4
T: 416.613.8280
F: 416.613.8290

Doane Grant Thornton Limited
200 King Street, 19th Floor
Toronto, ON
M5H 3T4

00592-Doane Grant Thornton Limited

CCAA of Spring Loaded Technologies Inc.

Date	Description	Hours	Rate	Total	LP
03/03/2026	Locating and reviewing precedents for auction procedures; correspondence with L. Murphy about same.	0.30	\$450.00	\$135.00	SJ
03/03/2026	Correspondence with S. Joshi re: discussion of drafting auction procedures and timing for circulation to buyers during the sale process.	0.10	\$885.00	\$88.50	SK
03/11/2026	Drafting template letter that outlines the auction procedures.	3.50	\$450.00	\$1,575.00	SJ
03/12/2026	Drafting auction procedures.	0.80	\$450.00	\$360.00	SJ
03/13/2026	Correspondence with client re materials for sale approval motion; correspondence with D. O'Keefe about same; correspondence with S. Scott re finalizing schedules to the subscription agreement.	0.80	\$450.00	\$360.00	SJ
03/17/2026	Correspondence with purchaser's counsel re implementation steps.	0.10	\$450.00	\$45.00	SJ
03/19/2026	Correspondence with client re outstanding amounts owing on file; correspondence with S. Kour about same and relief for hearing.	0.20	\$450.00	\$90.00	SJ
03/20/2026	Drafting approval and reverse vesting order; correspondence with L. Murphy re court materials.	2.00	\$450.00	\$900.00	SJ
03/23/2026	Reviewing and revising implementation steps; drafting termination order.	2.30	\$450.00	\$1,035.00	SJ

03/24/2026	Drafting termination and discharge order; correspondence with S. Kour re implementation steps.	1.40	\$450.00	\$630.00	SJ
03/25/2026	Correspondence with E. Essber re releases for directors and judicial assistant contact; drafting termination order; reviewing and making changes to monitor's report; correspondence with client re implementation steps.	3.60	\$450.00	\$1,620.00	SJ
03/25/2026	Review email to court and provide feedback.	0.10	\$300.00	\$30.00	AS
03/26/2026	Reviewing and revising monitor's report; drafting approval and reverse vesting order and termination order; correspondence with client about same; correspondence with various parties re court time.	5.00	\$450.00	\$2,250.00	SJ
03/26/2026	Correspondence with S. Joshi re: professional fees for Spring Loaded matter; advise on including additional parties in correspondence for SLT's CCAA application; coordinate and confirm court date for SLT hearing; acknowledge receipt and review court materials.	0.10	\$885.00	\$88.50	SK
03/27/2026	Correspondence with S. Kour re security opinion; reviewing draft orders and monitor's second report; correspondence with client about same; correspondence with D. Wedlake and S. Scott re implementation steps.	1.60	\$450.00	\$720.00	SJ
03/27/2026	Correspondence with S. Joshi regarding professional fees for Spring Loaded matter; Confirm responsibility for materials related to Spring Loaded Technology Inc.'s CCAA application; correspond with S. Joshi on priority and validity of debentures and subordination agreement; save comments on court materials for Spring Loaded monitor report.	0.30	\$885.00	\$265.50	SK
03/29/2026	Draft correspondence with S. Joshi re: estimate of total professional fees to complete the Spring Loaded matter, including motion preparation and transaction closing.	0.10	\$885.00	\$88.50	SK
03/30/2026	Reviewing monitor's report; finalizing implementation steps; correspondence with purchaser's counsel re draft orders, implementation steps and draft amending agreement; drafting amending agreement to subscription agreement; correspondence with S. Fernandes re comments on draft orders; correspondence with client re Cox & Palmer security opinion and estimate of fees; reviewing notice of motion.	3.30	\$450.00	\$1,485.00	SJ
03/30/2026	Review second report of the monitor; draft notice of motion and fee affidavit; review accounts; emails re same with S. Joshi and C. Paul.	3.00	\$300.00	\$900.00	AS
03/30/2026	Review security review and discussion with S. Joshi to	0.90	\$885.00	\$796.50	SK

advise client; discuss next steps to wind down CCAA.

Quantity Subtotal 29.5

Time Keeper	Hours	Rate	Total
Sharon Kour	1.5	\$885.00	\$1,327.50
Alina Stoica	3.1	\$300.00	\$930.00
Simran Joshi	24.9	\$450.00	\$11,205.00
Quantity Total			29.5
Subtotal			\$13,462.50
Tax (13.0%)			\$1,750.13
Total			\$15,212.63

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
500542	03/18/2026	\$11,229.38	\$0.00	\$11,229.38

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
500700	03/31/2026	\$15,212.63	\$0.00	\$15,212.63
Outstanding Balance				\$26,442.01
Total Amount Outstanding				\$26,442.01

Please make all amounts payable to: Reconstruct LLP

Payment is due upon receipt. 10.0% simple annual interest will be charged every 30 days.

HST No.: 737783274 RT 0001

Remittance Advice

Wire Transfer Information

Bank Name/Address: Royal Bank of Canada
Main Branch - Toronto
Royal Bank Plaza
200 Bay Street
Toronto, ON M5J 2JS

Account Number: 1570423
Transit Number: 00002
Bank Number: 003

Name/Account #: Reconstruct LLP

SWIFT: ROYCCAT2

Payment by e-transfer: accountspayable@reconllp.com

Payment by Credit Card: Please call 416.613.8280 to make a payment.

Please include the invoice number 500700 as an additional reference so we may accurately identify and apply your payment.
Please provide adequate payment to cover the wire fees assessed by your financial institution.

EXHIBIT "B"

THIS IS **EXHIBIT "B"** REFERRED TO IN THE AFFIDAVIT OF **ALINA STOICA** SWORN
BEFORE ME AT THE CITY OF TORONTO, IN THE PROVINCE OF ONTARIO THIS 31ST DAY
OF MARCH 2026

A handwritten signature in blue ink, appearing to read 'James A. ...', is written above a horizontal line.

A COMMISSIONER FOR TAKING AFFIDVAITS

Summary of Accounts of Reconstruct LLP
(From January 16, 2026 to March 30, 2026)

SUMMARY OF TIMEKEEPERS		
Legal Professionals	Year of Call	Hourly Rate
Sharon Kour, Partner	2011	\$885.00
Simran Joshi, Associate	2024	\$450.00
Julien Gosset, Associate	2025	\$400.00 (January 2026)
Julien Gosset, Associate	2025	\$450.00 (February, March 2026)
Alina Stoica, Law Clerk	-	\$300.00

Billing Summary	
Total Hours for S. Kour	36.2
Total Professional Fees for S. Kour	\$32,037
Total Hours for S. Joshi	32.6
Total Professional Fees for S. Joshi	\$14,670
Total Hours for J. Gosset	39.6
Total Professional Fees for J. Gosset @ \$400	\$15,840
Total Hours for J. Gosset	2.6
Total Professional Fees for J. Gosset @ \$450	\$1,170
Total Hours for A. Stoica	4.1
Total Professional Fees for A. Stoica	\$1,230
Total Hours	113.6
Average Hourly Rate	\$571.72
Professional fees	\$64,947
Discount	-\$12,862.80
Disbursements	0.00

	Total Fees and Disbursements	\$52,084.20
	HST (13%)	\$6,770.95
	TOTAL PROFESSIONAL FEES:	\$58,855.15

Confidential Appendix – A

List of Interested Parties Contacted in the SISP

Confidential Appendix – B

Confidential Information Memorandum

Confidential Appendix – C

Phase 1 Non Binding Bids

Confidential Appendix – D

Feedback Summary from Qualified Bidders