2026 **Hfx No. 550323**

SUPREME COURT OF NOVA SCOTIA
IN BANKRUPTCY 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**" or the "**Applicant**") for creditor protection under s.11 of the CCAA and other relief.

APPROVAL AND REVERSE VESTING 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 stalking horse share subscription agreement between the Applicant, as vendor, and 4782489 Nova Scotia Limited, as purchaser (the "**Purchaser**"), dated as of January 30, 2026, as amended by an amending agreement dated March 31, 2026 (the "**Subscription Agreement**");

(b) approving the transactions contemplated by the Subscription Agreement (collectively, the "**Transaction**") and authorizes the Applicant to take such additional steps and execute such additional documents as necessary or desirable for the completion of the Transaction;

(c) transferring and vesting all of the Applicant's right, title and interest in and to the Excluded Assets, Excluded Contracts, and Excluded Liabilities in 17820569 Canada Inc. ("**ResidualCo**");

(d) discharging all Encumbrances affecting the Applicant and Retained Assets (other than Permitted Encumbrances);

(e) authorizing the Applicant to file the Articles of Reorganization;

(f) authorizing the Applicant to issue the Purchased Shares to the Purchaser;

(g) terminating and cancelling, without consideration, all of the Equity Interests of the

Applicant outstanding as of the Closing Time other than the Purchased Shares;

(h) adding ResidualCo as an applicant in this within proceeding (the "**CCAA Proceeding**") and following closing, removing SLT as an applicant in this CCAA Proceeding;

(i) approving the releases of the Released Parties (as defined herein); and

(j) grants the Monitor enhanced powers with respect to ResidualCo.

UPON READING the Notice of Motion, Second Report of Grant Thornton Limited ("**GTL**"), in its capacity as Court-appointed Monitor of the Applicant (in such capacity, 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, 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 Alina Stoica sworn April 1, 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:

DEFINITIONS

1. Capitalized terms used in this Order and not otherwise defined herein have the meaning ascribed to such term in the Subscription Agreement and/or the Amended and Restated Initial Order dated as of February 4, 2026 (the "**ARIO**") in the CCAA Proceedings, as applicable.

APPROVAL AND VESTING

2. The Subscription Agreement and the Transaction be and are hereby approved and that the execution of the Subscription Agreement by the Applicant is hereby authorized, approved and ratified, with such minor amendments as the parties thereto may deem necessary, with the consent of the Monitor. The Applicant is hereby authorized and directed to perform its obligations under the Subscription Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the issuance and conveyance of the Purchased Shares to the Purchaser.

3. Notwithstanding any provision hereof, the closing of the Transaction shall be deemed to occur in the manner, order and sequence set out in the Subscription Agreement, including in accordance with the Implementation Steps, with such alterations, changes or amendments as may be agreed to by the Purchaser and the Applicant, with the consent of the Monitor, provided that such alterations, changes or amendments do not materially alter or impact the Transaction or the consideration which the Applicant and/or its applicable stakeholders will benefit from as part of the Transaction.

4. This Order shall constitute the only authorization required by the Applicant to proceed with the Transaction (including, for certainty, the Implementation Steps), and that no shareholder, director, or other approval shall be required in connection therewith. Without limiting the generality of the foregoing, the Applicant is hereby permitted to execute and file articles of amendment or reorganization or such other documents or instruments as may be required to permit or enable and effect the Transaction and Implementation Steps and that such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under federal, provincial or territorial law to obtain director, shareholder, or other approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under corporate law to effect the Transaction and Implementation Steps.

5. Upon delivery of a Monitor's certificate substantially in the form attached as **Schedule "A"** hereto (the "**Monitor's Certificate**") to counsel to the Applicant and Purchaser ("**Closing Time**"), the following shall occur and shall be deemed to have occurred at the Closing Time in the following sequence:

(a) first, all of the:

i. Applicant's right, title and interest in and to the Excluded Assets and Excluded Contracts;

ii. Excluded Liabilities; and

iii. without limiting the generality of the foregoing, all Liabilities of the Applicant 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);

shall be transferred to, assumed by, and shall vest absolutely and exclusively in ResidualCo, with all applicable Claims and Encumbrances, including the charges created by the ARIO or any Order of the Court in the CCAA Proceedings, continuing to attach to the Excluded Assets and/or to the Purchase Price, as applicable, in accordance with paragraph 8 of this Order, in either case with the same nature and priority as they had immediately prior to the transfer. For clarity, the Excluded Contracts and Excluded Liabilities shall become the obligations of ResidualCo, and shall no longer form part of the Retained Assets or obligations of the Applicant, and the Applicant shall be and is hereby forever released and Discharged from such Excluded Contracts and Excluded Liabilities and all related Claims and all Encumbrances affecting or relating to the Applicant or Retained Assets shall be expunged and Discharged as against the Applicant and Retained Assets;

(b) second, the Retained Assets will be retained by the Applicant, in each case free and clear of and from any and all Claims and Encumbrances, other than the

Permitted Encumbrances, affecting or relating to the Retained Assets, and such Claims and Encumbrances, including the charges created by the ARIO or any Order of the Court in the CCAA Proceedings, are hereby expunged and Discharged as against the Retained Assets;

(c) third, the following shall occur concurrently:

i. the Closing Amount and Deposit will be released from escrow and made payable to the Monitor;

ii. the Retained Liabilities shall be retained by the Applicant;

iii. the Articles of Reorganization will be filed or deemed to be filed; and

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

(e) fifth, the Applicant shall cease to be an applicant in the CCAA Proceeding and the Applicant shall be deemed to be released from the purview of the ARIO and all other orders of the Court granted in the CCAA Proceedings, save and except for this Approval and Reverse Vesting Order, the provisions of which (as they relate to SLT) shall continue to apply to SLT in all respects; and

(f) sixth, all directors and officers of ResidualCo shall be deemed to have resigned effective immediately.

6. The Monitor shall file with the Court a copy of the Monitor's Certificate, forthwith after delivery thereof in connection with the Transaction, but, for greater certainty, any delay in the filing of the Monitor's Certificate shall not delay the Closing.

7. The Monitor may rely on written notice from the Applicant and the Purchaser regarding the satisfaction or waiver of the conditions to closing under the Subscription Agreement and shall have no liability with respect to delivery and filing of the Monitor's Closing Certificate.

8. Upon delivery of the Monitor's Certificate, and upon filing of a copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Applicant's Property, business or operations (collectively, the "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Monitor's Certificate and a copy of this Order as though they were originals and to enter into records, make, amend or discharge such registrations and transfers of interests as the Purchaser, the Applicant, ResidualCo or the Monitor may require to give effect to the terms of this Order and the Subscription Agreement. Presentment of a copy of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to enter into records, make, amend or discharge registrations and transfers of interests as required by this paragraph, including, without limitation, to effect the Discharge of the Claims and Encumbrances as against the Applicant, and any of the Purchaser, Applicant, or Monitor shall be authorized to take all such steps as may be necessary to effect such discharges.

9. No authorization, approval or other action by and no notice to or filing with any Governmental Authority or regulatory body exercising jurisdiction over the Applicant, the Purchased Shares or the Retained Assets is required for the due execution, delivery and performance by the Applicant of the Subscription Agreement.

10. For the purposes of determining the nature and priority of Claims, the net proceeds from the issuance of the Purchased Shares (the "**Proceeds**") and the Excluded Assets, shall stand in the place and stead of the Purchased Shares and Retained Assets, and that from and after the Closing Time, all Claims and Encumbrances shall attach to the Proceeds

and the Excluded Assets with the same priority as they had with respect to the Purchased Shares or Retained Assets immediately prior to Closing and the consummation of the Transaction.

11. Pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Applicant or the Monitor, as the case may be, is authorized, permitted, and directed to, at the Closing Time, disclose to the Purchaser all human resources and payroll information in the Applicant's records pertaining to past and current employees of the Applicant. The Purchaser shall maintain and cause the Applicant, after Closing, to maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner which is in all materials respects identical to the prior use of such information by the Applicant prior to Closing.

12. At the Closing Time, and without limiting the provisions of paragraph 5 hereof, the Purchaser and the Applicant shall be deemed released from any and all claims, liabilities (direct, indirect, absolute or contingent), or obligations with respect to any Taxes (including penalties and interest thereon) of, or that relate to, the Applicant (provided, as it relates to the Applicant, such release shall not apply to Taxes in respect of the business and operations conducted by the Applicant after the Closing Time), including without limiting the generality of the foregoing, all Taxes that could be assessed against the Purchaser or the Applicant (including its affiliates and any predecessor corporations) for which they could otherwise have joint or several liability.

13. Except for the Excluded Assets, Excluded Contracts, and Excluded Liabilities, all Retained Contracts to which the Applicant is a party at the time of delivery of the Monitor's Certificate, and all Permits and Licenses and regulatory approvals required for the Applicant's business issued under Health Canada, the U.S. Food and Drug Administration and the United Kingdom Medicines and Healthcare Products Regulatory Agency shall remain in full force and effect upon and following delivery of the Monitor's Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right

of set off, dilution or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

(a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Applicant);

(b) the insolvency of the Applicant or the fact that the Applicant sought or obtained relief under the CCAA;

(c) any compromises, releases, discharges cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Subscription Agreement, the Transaction or the provisions of this Order, or any other Order of the Court in this CCAA Proceeding; or

(d) any transfer or assignment, or any change of control of the Applicant arising form the implementation of the Subscription Agreement, the Transaction or the provisions of this Order.

14. For greater certainty, that (a) nothing in paragraph 12 hereof shall waive, compromise or discharge any obligations of the Applicant in respect of any Retained Liabilities, (b) the designation of any Claim as an Retained Liability is without prejudice to the Applicant's right to dispute the existence, validity or quantum of any such Retained Liability, and (c) nothing in this Order or the Subscription Agreement shall affect or waive the Applicant's rights and defences, both legal and equitable, with respect to any Retained Liability, including, but not limited to, all rights with respect to entitlements to set offs or recoupments against such Retained Liability.

15. From and after the Closing Time, all Persons shall be deemed to have waived any and all defaults of the Applicant then existing or previously committed by the Applicant, or caused by the Applicant, directly or indirectly, or noncompliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition, or obligation, expressed or implied in any pending and executory contracts, agreements, leases and arrangements (whether oral or written) by which the Applicant or any of its

property or assets is bound or under which the Applicant has rights (each, a "**Contract**") existing between such Person and the Applicant arising directly or indirectly from the commencement of these CCAA Proceedings and the implementation of the Transaction, including without limitation any of the matters or events listed in paragraphs 5 and 13 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a Contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Applicant from performing its obligations under the Subscription Agreement or be a waiver of defaults by the Applicant under the Subscription Agreement and the related documents.

16. From and after the Closing Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Applicant relating in any way to or in respect of any Excluded Assets, Excluded Liabilities or Excluded Contracts and any other claims, obligations and other matters that are waived, released, expunged or discharged pursuant to this Order.

17. From and after the Closing Time:

(a) the nature of the Retained Liabilities retained by the Applicant, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transaction or this Order;

(b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to ResidualCo;

(c) any Person that prior to the Closing Time had a valid right or claim against the Applicant under or in respect of any Excluded Asset, Excluded Contract or Excluded Liability (each an "**Excluded Liability Claim**") shall no longer have such right or claim against the Applicant but will have an equivalent Excluded Liability Claim against ResidualCo in respect of the Excluded Asset, Excluded Contract or Excluded Liability from and after the Closing Time in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ResidualCo; and

(d) the Excluded Liability Claim of any Person against ResidualCo following the Closing Time shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Applicant prior to the Closing Time.

18. As of the Closing Time:

(a) ResidualCo shall be a company to which the CCAA applies; and

(b) ResidualCo shall be added as the applicant in these CCAA Proceedings and all references in any Order of this Court in respect of these CCAA Proceedings to (i) an "Applicant" or "SLT" shall refer to ResidualCo, and (ii) "Property" shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of ResidualCo (the "**ResidualCo Property**"), and, for greater certainty, the Administration Charge shall constitute a charge on the ResidualCo Property.

19. Following the Closing Time, the title of these proceeding is hereby changed to:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 17820569 CANADA INC.

20. Notwithstanding:

(a) the pendency of these proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**") in respect of ResidualCo and any bankruptcy order issued pursuant to any such applications;

(c) any assignment in bankruptcy made in respect of ResidualCo; and

(d) the provisions of any applicable legislation;

the Subscription Agreement, the implementation of the Transaction (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts and Excluded Liabilities in and to ResidualCo and the issuance of the Purchased Shares to the Purchaser) and any payments by or to the Purchaser, ResidualCo or the Monitor authorized herein shall be binding on any trustee in bankruptcy that may be appointed in respect of ResidualCo and shall not be void or voidable by creditors of ResidualCo, as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA, BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

MONITOR'S ENHANCED POWERS

21. In addition to the powers and duties of the Monitor set out in the prior orders of this Court and the CCAA, and without altering in any way the limitations and obligations of the Applicant as a result of the CCAA Proceedings, the Monitor be and is hereby authorized and empowered, but not required to:

(a) execute documents for and on behalf of ResidualCo;

(b) assign ResidualCo, or cause ResdiaualCo to be assigned into bankruptcy and the Monitor shall be entitled but not obligated to act as trustee in bankruptcy thereof; and

(c) apply to this Court for advice and direction or any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court including for advice and directions with respect to any matter.

22. The enhancement of the Monitor's powers as set forth herein, the exercise by the Monitor of any of its powers, the performance by the Monitor of any of its duties, or the use of employment by the Monitor of any person in connection with its appointment and the performance of its powers and duties shall not constitute the employer, successor employer or related employer of the employees of the Applicant within the meaning of any provincial, federal or municipal legislation or common law governing employment, pensions or labour standards or any other statute, regulation or rule of law or equity for any purpose whatsoever or expose the Monitor to liability to any individuals arising from or relating to their previous employment by the Applicant.

23. The Monitor is not and shall not be or deemed to be a director, officer or employee of the Applicant.

24. Nothing in this Order, including the release of the Applicant from the purview of these CCAA Proceedings pursuant to paragraph 5(e) hereof and the addition of ResidualCo as an Applicant in these CCAA Proceedings shall affect, vary, derogate from, limit or amend any rights, approvals and protections afforded to the Monitor in these CCAA Proceedings and GTL shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, and any other Orders in these CCAA Proceedings or otherwise, including all approvals, protections and stays of proceedings in favour of GTL in its capacity as Monitor, all of which are expressly continued and confirmed.

25. No action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except with leave of the Court following a motion brought on not less than fifteen (15) days' notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under the present paragraph.

26. Notwithstanding anything contained in this Order, the Monitor, its employees and representatives are not and shall not be or deemed to be a director, officer, or employee of ResidualCo *de facto* or otherwise.

27. The Monitor and each of its affiliates, current and former directors, officers, partners, employees, lawyers and agents, as applicable, shall incur no liability or obligation personally or otherwise, as a result of the carrying out of the provisions of this Order, save and except for any liability arising as a direct result of the gross negligence or wilful misconduct of the Monitor.

28. Nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of ResidualCo.

RESIDUALCO MATTERS

29. From and after the Closing Date, GTL is authorized, but not obligated, to file an assignment in bankruptcy of ResidualCo pursuant to the BIA, naming GTL as trustee in bankruptcy, and take all such steps as are necessary to make the assignment in bankruptcy and commence proceedings under the BIA.

30. Joe Ellsmere (the "**First Director**") is hereby authorized, *nunc pro tunc*, to act as director and officer of ResidualCo and, in such capacity, is hereby authorized to take such steps and perform such tasks as are necessary or desirable to facilitate the Transaction.

31. Notwithstanding any provisions in the *Canada Business Corporations Act*, RSC 1985, c C-44 or any other applicable statue, the First Director shall be entitled to tender his resignation as a director and officer upon the appointment of the trustee in bankruptcy in respect of ResidualCo in these CCAA Proceedings and the granting and issuance of this Order.

32. The First Director shall not incur any liability as a result of becoming a shareholder, director or officer of ResidualCo, save and except for any liability or obligation incurred as a result of fraud, gross negligence or wilful misconduct on his part.

POST-FILING RELEASES

33. Effective upon the filing of the Monitor's Certificate, (a) the current directors, officers, shareholders, employees, consultants, legal counsel and advisors of the Applicant; (b) the current and former directors, officers, shareholders, consultants, legal counsel and advisors to ResidualCo; (c) GTL, in its personal capacity and in its capacity as the Monitor, and its legal counsel and their respective current and former directors, officers, partners, employees and advisors; and (d) the Purchaser and its permitted assignees and/or nominees, and in each case, each of their respective current and former directors, officers, partners, employees, consultants, financial and legal advisors (the Persons listed in (a), (b), (c), and (d) being collectively, the "**Released Parties**") shall be deemed to be forever irrevocably released and discharged from any and all present and future liabilities, claims (including, without limitation, claims for contribution or indemnity), indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind 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 equity and whether based in statute or otherwise) based in whole or in part of any act or omission, transaction, dealing or other occurrence existing or taking place during these CCAA Proceedings and prior to the filing of the Monitor's Certificate, or undertaken or completed in connection with or pursuant to the terms of this Order or these CCAA Proceedings, or arising in connection with or relating to the Subscription Agreement, the completion of the Transaction, the closing documents, any agreement, document, instrument, matter or transaction involving the Applicant arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Transaction (collectively, the "**Released Claims**"), which Released Claims are hereby and shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, provided that nothing herein shall release any claim that is not permitted to be released pursuant to section 5.1(2) of the CCAA, any claim for wilful misconduct, fraud, or gross negligence, or any obligations of any Released Party under, or in connection with, the Subscription Agreement or the closing documents. For greater certainty, "current" in this paragraph refers to individuals who remain in their respective role(s) as of the date of this Order.

GENERAL

34. 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.

35. 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.

36. The aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or elsewhere, 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.

37. Each of the Monitor and the Applicant 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.

38. 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.

39. 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 April 2026.

____
Prothonotary

Schedule A – Form of Monitor's Certificate

2026 **Hfx No. 550323**

SUPREME COURT OF NOVA SCOTIA
IN BANKRUPTCY 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**" or the "**Applicant**") for creditor protection under s.11 of the CCAA and other relief.

MONITOR'S CERTIFICATE

RECITALS

A. Pursuant to the Order of the Honourable Justice John P. Bodurtha of the Supreme Court of Nova Scotia in Bankruptcy and Insolvency (the "**Court**") granted on January 26, 2026 (as may be amended and amended and restated from time to time, the "**ARIO**"), the Applicant commenced proceedings (the "**CCAA Proceedings**") under the CCAA**.** Pursuant to the ARIO, Grant Thornton Limited was appointed as monitor of the Applicant (in such capacity, the "**Monitor**").

B. Pursuant to the approval and reverse vesting order of the Court dated April ●, 2026 (the "**Order**"), the Court approved the Subscription Agreement between SLT, as vendor, and 4782489 Nova Scotia Limited, as purchaser (the "**Purchaser**"), dated January 30, 2026, as amended by an amending agreement dated March 31, 2026 (the "**Subscription Agreement**") and the transaction contemplated therein (the "**Transaction**"), and ordered, *inter alia*, that: (i) all of Applicant's right, title and interest in and to the Excluded Assets, Contracts and Excluded Liabilities shall vest absolutely and exclusively in 17820569 Canada Inc.; and (ii) the Applicant to issue the Purchased Shares to the Purchaser, which vesting is and issuance, in each case, to be effective upon the delivery by the Monitor to the Purchaser of a certificate confirming that the Monitor has received written confirmation in the form and substance satisfactory to the Monitor from the Purchaser and the Applicant that all conditions to closing have been satisfied or waived by the parties to the Subscription Agreement.

C. Capitalized terms not defined herein shall have the meaning given to them in the Order, including those defined by reference to the Subscription Agreement.

THE MONITOR CERTIFIES the following:

1. The Monitor has received written confirmation from the Purchaser and from the Applicant, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived by the parties to the Subscription Agreement; and

2. The Purchaser has paid to the satisfaction of the Monitor the Purchase Price in accordance with the Subscription Agreement.

This Monitor's Certificate was delivered by the Monitor at __________ on ___________, 2026.

Grant Thornton Limited., solely in its capacity as monitor of the Applicant and not in its personal or corporate capacity.

Per: ________________________________
Name:
Title:

Schedule B – Service List

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

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 **Simran Joshi** Email: sjoshi@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.

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