

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 CFFI Ventures Inc. (the Applicant)** for creditor protection under s. 11 of the CCAA, and other relief

**Affidavit of Brittany Bartlett**  
**Sworn on March 11, 2026**

I, Brittany Bartlett, make oath and give evidence as follows:

1. I am a Vice President and CFO of CFFI, positions that I have held since January 2024. In that role, I am responsible for overseeing all financial functions at CFFI, including financial planning and reporting, cash flow management and accounting. Prior to joining CFFI as CFO, I spent more than 14 years at KPMG Canada, becoming a partner in October 2020. I hold a Bachelor of Commerce degree with a major in Accounting from Dalhousie University and obtained my Chartered Accountant designation (now Chartered Professional Accountant designation) in 2012 following graduation from the Atlantic School of Chartered Accountancy in 2010 and completion of required practical experience.
2. I have personal knowledge of the evidence sworn to in this Affidavit except where otherwise stated to be based on information and belief. I state, in this Affidavit, the source of any information that is not based on my own personal knowledge, and I state my belief of the source.
3. I swear this Affidavit in support of CFFI’s application for an initial order under the CCAA (the “**CCAA Proceedings**”), for appointment of FTI Consulting Canada Inc. (“**FTI**”) as Monitor of CFFI in the CCAA Proceedings (the “**Monitor**”), and related relief, substantially in the form attached as Schedule “B” to the Notice of Application (the “**CCAA Initial Order**”).
4. I previously swore an Affidavit on February 14, 2026 (my “**Initial Affidavit**”) in Hfx. No. 551005 in support of CFFI’s application for an Interim Order pursuant to section 130 of the

*Companies Act*, RSNS 1989, c 81 (the “**Companies Act**”). My Initial Affidavit provides the background on CFFI’s business, assets, liabilities and, in that case, the Plan of Arrangement (the “**Companies Act Plan**” and the arrangement proposed thereunder, the “**Arrangement**”) that CFFI was proposing to advance under section 130 of the *Companies Act*. As described further below, CFFI is seeking the CCAA Initial Order and is intending to advance substantially the same Companies Act Plan within these CCAA Proceedings in order to accommodate certain jurisdictional concerns raised by the Canada Revenue Agency (“**CRA**”) with respect to advancement of the Companies Act Plan under the *Companies Act*. While this Affidavit is filed ancillary to the ongoing Companies Act proceedings, it is anticipated that the CCAA proceeding will become the basis on which the commercial terms of the Companies Act Plan are ultimately implemented, subject to the granting of the proposed Initial Order.

5. This Affidavit should be read in conjunction with my Initial Affidavit, a true copy of which (without exhibits) is attached as **Exhibit “A”** hereto. My Initial Affidavit, together with CFFI’s Notice of Application for relief under section 130 of the *Companies Act*, were served on the service list in CFFI’s proceedings under the *Companies Act* (the “**Companies Act Proceedings**”) and, accordingly, the recipients thereof are aware of the proposed Companies Act Plan.

6. Capitalized terms used but not defined herein have the meanings given to such terms in my Initial Affidavit.

#### **CFFI’s Application for the Interim Order**

7. On February 17, 2026, CFFI’s application for an Interim Order under section 130 of the *Companies Act* was heard by the Honourable Justice Keith on an *ex parte* basis. Justice Keith granted a preliminary interim order (the “**Preliminary Interim Order**”) which, among other things, imposed a stay of proceedings pending a come-back hearing of CFFI’s application for the Interim Order. The come-back hearing was scheduled for Friday, February 27, 2026. Attached as **Exhibit “B”** is a true copy of the Preliminary Interim Order as issued by the Court.

8. On February 25, 2026, counsel for the CRA and counsel to Brendan Paddick contacted CFFI’s counsel requesting an adjournment of the application. CFFI’s counsel advised each of them that CFFI was willing to adjourn to the week of March 9, 2026.

9. On February 27, 2026, CFFI and various stakeholders appeared before the Court and requested an adjournment. During discussions regarding scheduling, CRA counsel advised that CRA intended to raise jurisdictional concerns with respect to the proposed Interim Order. The Court adjourned CFFI's application to March 13, 2026.

10. On March 6, 2026, the CRA filed a Notice of Motion (the "**CRA Motion**") seeking a Declaration that the federal Crown is not bound by section 130 of the *Companies Act* and any corresponding orders issued thereunder. Mr. Paddick filed a separate brief of law opposing the motion for the Interim Order (the "**Paddick Brief**") on the same day.

### **Conversion to a CCAA Proceeding**

11. CFFI has reviewed the CRA Motion and supporting Brief of Law. While CFFI does not agree with the CRA's position on jurisdiction, it believes that the proposed Arrangement under the *Companies Act* can be implemented pursuant to the CCAA and the corresponding time, cost and resources litigating the jurisdiction issue with the CRA avoided.

12. CFFI intends to advance a plan of arrangement in the proposed CCAA Proceedings (the "**CCAA Plan**") that is substantially the same as the Companies Act Plan. In connection therewith, CFFI anticipates that it will seek approval at the comeback hearing of the following orders (in addition to an Amended and Restated Initial Order):

- a. a claims process order approving a claims process for the identification, quantification and resolution of claims against CFFI; and
- b. a meetings order (i) accepting the filing of the CCAA Plan; (ii) authorizing CFFI to call, hold and conduct meetings of the Unsecured Creditor Class and the Secured Creditor Class to consider and vote on resolutions to approve the CCAA Plan; and (iii) setting a date for the hearing of CFFI's motion for an order sanctioning the CCAA Plan.

13. CFFI will file a further Motion with respect to such requested relief in the event the CCAA Initial Order is granted.

## CCAA Plan

### *Paddick Brief*

14. I have reviewed the Paddick Brief and wish to address certain of the assertions made therein:

- a. **HPS has “veto power over every aspect of the Plan”**. This assertion appears to be based on the following quote from the Support Agreement: “[a]ll material transaction documents relating to the Arrangement Transaction and the [Companies Act] Plan must be in form and substance acceptable to the HPS Parties, in their sole discretion”. This provision, however, does not impact the Companies Act Plan (nor will it impact the CCAA Plan) – rather, it is intended to address the documents *relating to* the Companies Act Plan (i.e., the numerous closing documents that are typical for a transaction of this nature, which will not impact any economic terms). The Support Agreement, from which this provision is quoted, is the basis on which the HPS Parties have covenanted to support CFFI’s proposed Companies Act Plan,<sup>1</sup> rather than an avenue to control it;
  
- b. **“The proposed [Companies Act] Plan allows HPS to determine the value of HPS’ own claims”**.<sup>2</sup> This statement appears to be based on Section 3.2 of the Companies Act Plan, with the following quote being referenced “[a]ll calculations and determinations made by the Applicant for the purposes of this [Companies Act] Plan shall, subject to compliance with the Support Agreement, be conclusive, final and binding upon the Debtholders, subject to the prior written consent of the HPS Parties”. Section 3.2 of the Companies Act Plan, however, is a qualification to Section 3.1, which addresses how fractional share and contingent value right issuances are to be addressed. The section does not concern the valuation of claims by the HPS Parties or any other creditors; and

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<sup>1</sup> Initial Affidavit, Exhibit F, Section 4(a).

<sup>2</sup> Paddick Brief, Part 4(a)(ii).

- c. “... board representation provides HPS with direct access to, and influence over, CFFI’s decision making”<sup>3</sup> and “HPS... controls the valuation of CFFI’s assets”<sup>4</sup>. CFFI’s board of directors (the “**Board**”) is currently comprised of Stan Spavold, Nanci Rorabeck, Mayu Sris and myself, and was previously comprised of Stan Spavold, Mayu Sris and John Risley. Mr. Sris was not part of the Special Committee of the Board (the “**Special Committee**”), which was comprised of all Board members other than Mr. Sris, which determined the fair market value of CFFI’s assets for purposes of the Companies Act Plan as informed by the Fairness Opinion (as defined below).

15. CFFI is indebted to its secured lenders in excess of \$777 million USD (excluding default interest owing to the HPS Parties). Its assets have a fair market value of \$367 million CAD, as determined by the Special Committee and supported by the Fairness Opinion. If someone were to value CFFI’s assets in excess of the value of its secured indebtedness, such person would not be precluded from advancing a transaction with this value proposition given the ‘fiduciary out’ contained in the Support Agreement.<sup>5</sup>

#### *Fairness Opinion*

16. In my Initial Affidavit, I noted that, in anticipation of making an application under section 130 of the *Companies Act*, CFFI engaged Ernst & Young LLP (“**E&Y**”) to prepare a fairness opinion (the “**Fairness Opinion**”) in respect to the Arrangement to assist Secured Creditors and Unsecured Creditors in their respective consideration of the Plan. That Fairness Opinion has now been received by CFFI and a true copy is attached hereto as **Exhibit “C”**. The Fairness Opinion confirms that, based on the standard assumptions and terms noted therein, the Plan is fair and reasonable. CFFI anticipates that the terms of the Companies Act Plan on which the Fairness Opinion is based will be the same as that proposed in the CCAA Plan.

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<sup>3</sup> Paddick Brief, paragraph 9.

<sup>4</sup> Paddick Brief, paragraph 17.

<sup>5</sup> Initial Affidavit, Exhibit F, Section 10.

## **CCAA Initial Order Relief**

17. As noted above, and for the reasons discussed herein and in my Initial Affidavit, CFFI is seeking the CCAA Initial Order. Further information regarding the relief sought by CFFI in the CCAA Initial Affidavit is provided below.

### *a) Application of the CCAA*

18. CFFI liabilities in excess of \$5 million. In particular, as at February 10, 2026, CFFI had secured debt in excess of \$1.0 billion CAD and unsecured debt of approximately \$372 million CAD (the majority of which relates to CRA and remains under dispute).

19. As set out in my Initial Affidavit, CFFI is unable to meet its obligations generally as they become due. Among other things, all amounts outstanding under the Notice Purchase Agreement matured on October 23, 2022, and have not been repaid. As at February 10, 2026, \$776,784,249 USD (excluding default interest) remained outstanding and due to HPS under the Notice Purchase Agreement. In addition: (a) the Paddick Promissory Note matured and was repayable on December 31, 2024 in the principal amount of \$23,350,629 CAD, and has not been paid; and (b) CFFI's debt to Robert Orr, together with other unsecured obligations, remain outstanding and have not been repaid. The CRA claims in excess of \$330 million CAD from CFFI, although that claim is disputed by CFFI.

### *b) Stay of Proceedings*

20. The proposed CCAA Initial Order provides a stay of proceedings until March 23, 2026.

21. Similar to the stay of proceedings granted in the Preliminary Interim Order, CFFI is seeking to have the stay extended to any Person in which CFFI holds a direct or indirect equity interest (the "**Non-Filing Affiliates**") so that none can be held in default and enforcement action taken by reason of CFFI's CCAA Proceedings and related matters. Such enforcement action could lead to the immediate loss of value to CFFI, undermine advancement of the CCAA Plan by potentially harming its assets, and distract management during a critical time for CFFI and its stakeholders.

*c) Monitor*

22. FTI has consented to act as the Monitor of CFFI in these CCAA Proceedings. A copy of the Monitor's consent is attached hereto as **Exhibit "D"**.

*d) Administration Charge*

23. CFFI proposes that counsel to CFFI, the Monitor, and Monitor's counsel be granted a court-ordered charge on the Property (as defined in the CCAA Initial Order) as security for their respective fees and disbursements relating to services rendered in respect of CFFI (the "**Administration Charge**"). The Administration Charge is proposed to have first priority over all other charges. With the concurrence of the proposed Monitor, CFFI is proposing that the Administration Charge for the first ten days of the CCAA Proceedings be limited to \$250,000.

*e) Directors' and Officers' Charge*

24. CFFI also seeks approval of a second ranking charge on the Property (the "**D&O Charge**") as security for any obligations and liabilities that CFFI's directors and officers may incur in their roles as directors and officers after the date of the CCAA Initial Order, up to the maximum amount of \$100,000. The quantum of the D&O Charge was developed in consultation with, and with the assistance of, the proposed Monitor.

25. It is my understanding that CFFI's directors and officers are among the potential beneficiaries under an insurance policy that provides an aggregate limit of liability of \$15 million (the "**D&O Insurance**"). However, I understand that the D&O Insurance has various exceptions, exclusions, and carve-outs where coverage may not be available. The directors of CFFI have accordingly expressed their desire for certainty with respect to potential liability if they continue in their current capacities within these CCAA Proceedings.

26. As discussed further in my Initial Affidavit, CFFI is managed by a small group of directors, officers and employees who have significant institutional knowledge regarding the assets, obligations, and history of CFFI. In addition, since my Initial Affidavit, Mr. Risley is no longer an officer or employee of CFFI, further narrowing the number of individuals with institutional knowledge critical to CFFI's current restructuring efforts. CFFI requires the continued services of its directors and officers.

*f) Payment of Pre-Filing Obligations*

27. During the course of this CCAA Proceeding, CFFI intends to make payments for goods and services supplied post-filing in the ordinary course as set out in the Cash Flow Forecast (defined below) and as permitted by the proposed CCAA Initial Order.

28. Moreover, in order to ensure uninterrupted business operations and preservation of the Property during these CCAA Proceeding, CFFI is proposing in the CCAA Initial Order that it be authorized, with the consent of the Monitor or by further Order of this Court, to make certain payments, including payments owing in arrears, to third parties that are critical to CFFI's business operations or preservation of the Property, in all cases in an amount not to exceed \$125,000.

Sworn to/Affirmed before me )  
On March 11, 2026 )  
At Halifax, Nova Scotia )



A Barrister of the Supreme Court of  
Nova Scotia

**STEPHEN KINGSTON**  
Barrister of the Supreme  
Court of Nova Scotia



BRITTANY BARTLETT

2026

Hfx No. \_\_\_\_\_

This is Exhibit "A" referred to in the Affidavit  
of Brittany Bartlett, sworn to before me on  
March 11, 2026.



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A Barrister of the Supreme Court  
of Nova Scotia

**STEPHEN KINGSTON**  
A Barrister of the Supreme  
Court of Nova Scotia



Form 39.08

2026

Hfx. No.

55 1005

Supreme Court of Nova Scotia

In the Matter of the *Companies Act*, R.S.N.S. 1989, c. 81 (the "Act")

And in the Matter of an Application by CFFI Ventures Inc. for relief pursuant to section 130 of the Act

Affidavit of Brittany Bartlett  
Sworn on February 14, 2026

I, Brittany Bartlett, make oath and give evidence as follows:

1. I am a Vice President and the Chief Financial Officer ("CFO") of CFFI Ventures Inc. ("CFFI"), positions that I have held since January 2024. In that role, I am responsible for overseeing all financial functions at CFFI, including financial planning and reporting, cash flow management and accounting. Prior to joining CFFI as CFO, I spent more than 14 years at KPMG Canada, becoming a partner in October 2020. I hold a Bachelor of Commerce degree with a major in Accounting from Dalhousie University and obtained my Chartered Accountant designation (now Chartered Professional Accountant designation) in 2012 following graduation from the Atlantic School of Chartered Accountancy in 2010 and completion of required practical experience.
2. I have personal knowledge of the evidence sworn to in this Affidavit except where otherwise stated to be based on information and belief. I state, in this Affidavit, the source of any information that is not based on my own personal knowledge, and I state my belief of the source.
3. In preparing this Affidavit, I have reviewed the books and records of CFFI and have relied on various advisors to CFFI, and other members of senior management of CFFI, as necessary, and where I relied upon such information, I do believe such information to be true.
4. I swear this Affidavit in support of an application by CFFI (the "**Application**") for an order pursuant to section 130 of the Act in substantially the same form as the draft Interim Order being submitted to this Honourable Court (the "**Interim Order**") which, among other things:

- a. authorizes CFFI to call, hold and conduct meetings of the Secured Creditors (as defined below) and the Unsecured Creditors (as defined below) to consider and vote on the proposed Arrangement (as defined below);
- b. approves the distribution of Meeting Packages (as defined below) and the voting procedures and mechanics at the Secured Creditors Meeting (as defined below) and the Unsecured Creditors Meeting (as defined below);
- c. authorizes CFFI to apply to the Court for final approval of the Arrangement on April 30, 2026 (the "**Final Application**"), subject to obtaining applicable creditor approvals;
- d. stays the exercise of certain rights and remedies against or in respect of CFFI or its property or assets; and
- e. seeks such further and other relief as this Court deems just.

5. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan of Arrangement, a true copy of which is attached as **Exhibit "A"** hereto (as may be amended or varied in accordance with its terms, the "**Plan**").

## I. BACKGROUND

6. As discussed further below, this application is made in support of a proposed arrangement by way of the Plan (the "**Arrangement**") pursuant to which, among other things: (i) substantially all of CFFI's assets will be transferred to AcquireCo (as defined below); (ii) AcquireCo will assume secured debt and other obligations from CFFI in an amount based on the fair market value of the assets transferred to AcquireCo; and (iii) holders of claims against CFFI that are not assumed will receive certain "contingent value rights", as described further below. More particularly, the Plan contemplates the arrangement of certain liabilities of CFFI to:

- a. holders of secured notes issued by CFFI pursuant to a Note Purchase and Guarantee Agreement dated as of October 23, 2017, as amended and restated on April 25, 2019 (as amended, restated, amended and restated or otherwise modified from time to time, the "**Note Purchase Agreement**") by and among CFFI (as borrower),

certain affiliates of CFFI (as guarantors), HPS Investment Partners LLC (“HPS”), as agent and lead arranger, and each of MP III Offshore Master Lux, L.P., Mezzanine Partners III, L.P., and AP Mezzanine Partners III L.P. (collectively, the “HPS Secured Creditors” and together with HPS, the “HPS Parties”), as secured creditors;

- b. SFPC Quantum LP (“SFPC Quantum”) as holder of a secured guarantee dated as of May 24, 2022 (the “CFFI Guarantee”) from CFFI guaranteeing the due and punctual payment and performance of all obligations of Cormorant Utility Services Limited (“Cormorant”) to certain secured creditors under an Amended and Restated Credit Agreement dated March 28, 2025 among Cormorant (as borrower) and SFPC Quantum (as both lender and agent) (as amended, restated, amended and restated or otherwise modified from time to time, the “Cormorant Credit Agreement”);
- c. FPR Financial Corporation (“FPR Financial”) as party to a secured Demand Promissory Note dated as of October 6, 2023 (the “FPR Promissory Note”) between CFFI and FPR Financial; and
- d. all holders of all outstanding unsecured debt due and owing by CFFI immediately prior to the Effective Time (as defined below), including the Impaired HPS Debt (as discussed and defined below).

7. Attached and marked as **Exhibit “B”** to this Affidavit is a true copy of a disclosure statement with respect to the Arrangement (the “**Disclosure Statement**”). The Disclosure Statement, among other things, includes summary details of the process and Arrangement, the Plan, the Interim Order (if granted), and the Contingent Value ‘A’ Rights and Contingent Value ‘B’ Rights (both as defined below), and is intended to assist creditors in their consideration of the Plan and participation in the contemplated voting process. Subject to issuance of the requested Interim Order, both the Plan and Disclosure Statement will be distributed on the terms set forth therein.

8. An overview of CFFI's corporate structure, business, finances, and debt structure is provided below, followed by a summary of the proposed Arrangement and the requested Interim Order.

**(a) CFFI's Corporate Structure and Business**

9. CFFI is a private company incorporated pursuant to the laws of the Province of Nova Scotia with its registered office at 741 Bedford Highway, Unit 1, Halifax, Nova Scotia.

10. CFFI is a holding company which holds (both directly and indirectly) and manages equity investments in a diversified portfolio of companies across various sectors, including financial services, marine services, skincare, biotechnology, renewables energy development, and electrical construction and maintenance (the "**Equity Interests**").

11. A simplified corporate organization chart for CFFI and its various portfolio companies is attached hereto as **Exhibit "C"**. The Equity Interests held by CFFI that are currently proposed to be transferred pursuant to the Arrangement are shown in the corporate organization chart (the "**Target Entities**"). Such Equity Interests of the Target Entities are discussed in detail below and are defined in the Plan and in this Affidavit as the "**Transferred Equity Interests**".<sup>1</sup>

12. In addition to the Equity Interests, CFFI owns an extensive collection of artwork and other collectible items. The artwork and other collectible items owned by CFFI as of the Effective Time are defined in the Plan and this Affidavit as the "**Transferred Tangible Property**".

13. In addition to the Equity Interests and the Transferred Tangible Property, CFFI:

- a. holds cash and certain receivables. All cash and cash equivalents that CFFI holds as of the Effective Time are referred to in the Plan and in this Affidavit as the "**Transferred Cash**". All receivables owing to CFFI from any person as of the Effective Time are referred to in the Plan and in the Plan and in this Affidavit as the "**Transferred Receivables**"; and

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<sup>1</sup> The Plan permits the HPS Parties to elect in writing to include any other Equity Interests held by CFFI in the definition of "Transferred Equity Interests" at any time prior to the granting of the Final Order (as defined below). The Plan also permits the HPS Parties to remove any of the Target Entities at any time prior to the Effective Date.

- b. is party to the contracts listed in Schedule A to the Plan (as such schedule may be amended revised or modified by AcquireCo pursuant to the Plan up to 5 business days prior to the granting of the Final Order (as defined below), the “**Assumed Contracts**” and the liabilities of CFFI thereunder, the “**Assumed Contractual Liabilities**”).

The Transferred Cash, Transferred Receivables, Assumed Contracts, Transferred Equity Interests, Transferred Tangible Property and any other assets of CFFI that may be transferred to AcquireCo pursuant to the Plan are referred to in the Plan and in this Affidavit as the “**CFFI Assets**”.

14. As a holding company, CFFI’s operations are limited to the investment and management of capital in the Equity Interests (including the Transferred Equity Interests) and the Transferred Tangible Property and Transferred Receivables.

15. CFFI is wholly owned by a number of holding companies and trusts, the ultimate beneficial owners and beneficiaries of which are Mr. John Risley and certain of his family members. Mr. Risley is a Director and the Chairman and Chief Executive Officer of CFFI. The other Directors and Officers of CFFI are as follows:

- a. Mr. Stan Spavold – Director and President
- b. Mr. Mayu Sris – Director
- c. Ms. Brittany Bartlett – Vice President, Chief Financial Officer and Treasurer
- d. Ms. Nanci Rorabeck – Vice President, Chief Legal Officer and Secretary

16. In addition to Mr. Risley and the three officers listed above, CFFI employs nine individuals, the majority of whom are located in Nova Scotia.

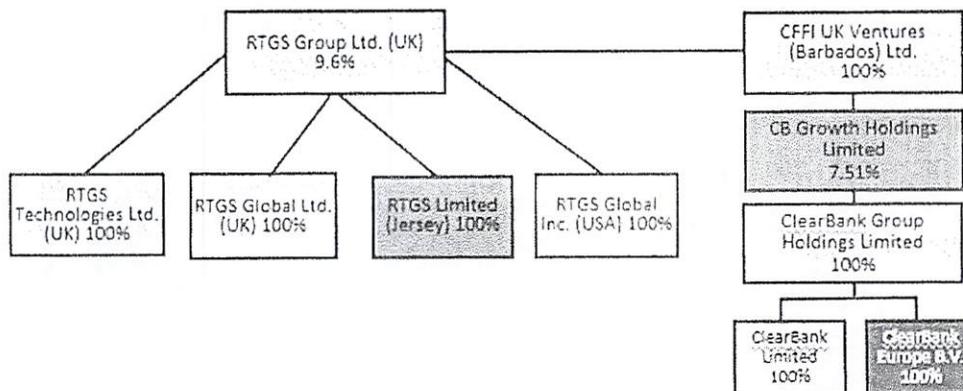
17. A detailed summary of each of the Transferred Equity Interests to be transferred to AcquireCo pursuant to the proposed Arrangement is provided below.

(i) **CFFI UK Ventures (Barbados) Limited**

18. CFFI UK Ventures (Barbados) Limited (“**CFFI Barbados**”) is a holding company incorporated under the laws of Barbados. CFFI Barbados owns shares in a number of entities, including:

- a. 9.6% of the issued and outstanding shares of RTGS Group Ltd., the parent company of a number of United Kingdom and Jersey-based companies that have developed a single SaaS API which enables financial institutions to settle funds transfers with each other; and
- b. 7.51% of the issued and outstanding shares of CB Growth Holdings Limited, the parent company of a number of United Kingdom and Netherlands-based companies that operate a tech-focused clearing bank located in the United Kingdom which provides cloud-based accounts, clearing services and embedded banking to financial technology companies in order to allow them to access banking services and transactional solutions on a proprietary platform under the name "ClearBank".

19. CFFI owns 100% of the issued and outstanding shares of CFFI Barbados which, in turn, holds the equity interests illustrated in the following diagram:



20. Mr. Spavold is a director of CFFI Barbados.

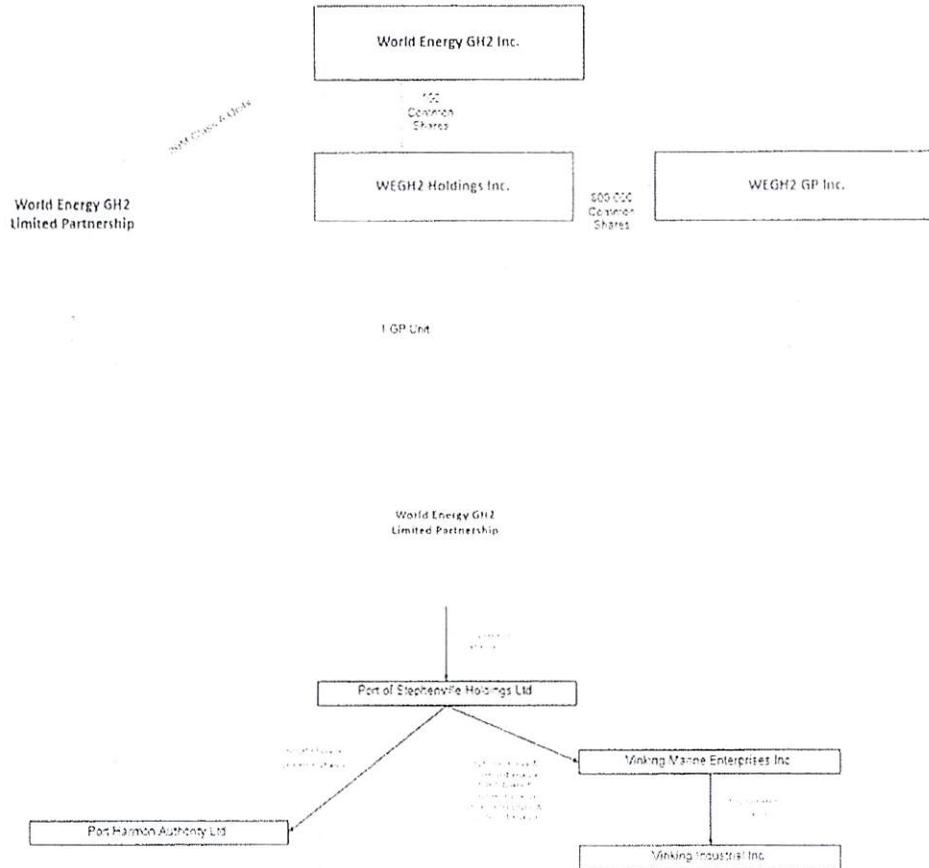
(ii) CFFI USA Holdings Inc.

21. CFFI USA Holdings Inc. ("CFFI USA") is a holding company incorporated under the laws of Delaware and in respect of which CFFI holds 100% of the issued and outstanding shares. CFFI USA holds a demand promissory note in a company by the name of Servicelink Technologies USA Inc. (dba Portal.io). Portal.io is an online service that connects contractors with dealers to assist with pricing, developing and preparing customer quotes for projects. Other than the demand promissory note in Portal.io, CFFI USA does not have any other material assets or operations.

(iii) World Energy GH2

22. "World Energy GH2" represents a family of companies and partnerships based in Newfoundland and Labrador that are developing renewable energy.

23. The business of World Energy GH2 is conducted through numerous companies and partnerships, all shares and units of which are owned directly or indirectly by World Energy GH2 Inc. ("WE GH2"), a company incorporated under the *Canada Business Corporations Act* ("CBCA"). CFFI currently owns 30% of the common shares of WE GH2, however it is expected that such holdings will be subject to significant dilution as a result of certain anticipated financing transactions. WE GH2 holds the equity interests illustrated in the following diagram:



24. Ms. Rorabeck is a director of WE GH2.



and affiliates, including World Energy Net Zero Services, LLC (“**WE Net Zero**”), World Energy Holdings, LLC (“**WE Holdings**”), and World Energy Sustainable Products, LLC (“**WE Sustainable Products**”) (together with WE LLC, “**World Energy**”). BIOX USA’s and BIOX Holdings’ equity holdings in World Energy are as follows:

- a. *WE LLC* – 16.81% (BIOX USA) and 15.56% (BIOX Holdings)
- b. *Par 49* – 16.81% (BIOX USA) and 15.56% (BIOX Holdings)
- c. *WE Net Zero* – 16.81% (BIOX USA) and 15.56% (BIOX Holdings)
- d. *WE Holdings* – 16.37% (BIOX USA)
- e. *WE Sustainable Products* – 18.21% (BIOX USA) and 16.86% (BIOX Holdings)

29. World Energy is based in Boston, Massachusetts, and was the world’s first commercial scale producer of sustainable aviation fuel produced from inedible agricultural waste, fats, oils, and greases. World Energy has also produced renewable diesel and renewable naphtha from agricultural waste, fats, and oils.

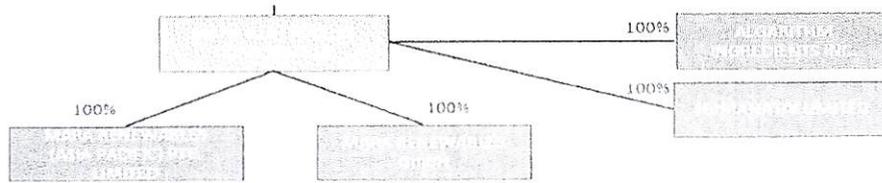
30. Par 49 purchases third party gallons of biofuel, and generates, markets and sells carbon abatement credits generated from the third-party fuel production.

31. Both BIOX USA and BIOX Holdings are wholly owned by CFFI. Mr. Risley and Mr. Spavold are directors of WE LLC and Par 49.

(vi) **MARA Renewables**

32. MARA Renewables Corporation (“**MARA**”), a company incorporated under the CBCA, is based in Dartmouth, Nova Scotia and is the parent of a family of companies that delivers premium Omega-3 products derived from algae. Such products include algal oil for use in infant formulas, nutritional supplements, food applications and animal nutrition products. MARA has a proprietary cultivation system that protects its oils from environmental contaminants and pollutants as they cultivate, add a patented, solvent free process to extract omega-3 EPA and DHA.

33. The business of MARA is conducted through numerous companies each of which is wholly or partially owned by MARA, as illustrated in the following diagram:



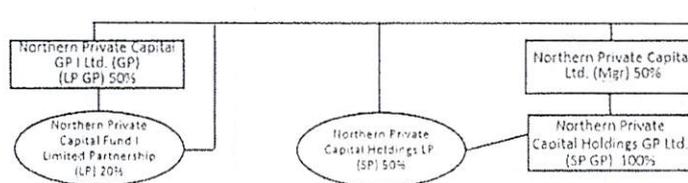
34. CFFI owns 47.19% of the issued and outstanding shares of MARA. Both Mr. Risley and Mr. Spavold are Directors of MARA.

**(vii) Skinfix Inc.**

35. Skinfix Inc. (“Skinfix”) is a company incorporated pursuant to the laws of the Province of Nova Scotia and is headquartered in New York. Skinfix develops, manufactures, distributes, markets and sells skincare products. CFFI owns 34.39% of the issued and outstanding shares of Skinfix. I am a director of Skinfix.

**(viii) Northern Private Capital**

36. Northern Private Capital is a private equity firm based in Toronto founded by CFFI and Mr. Andrew Lapham which focuses on investments in companies that possess unique intellectual property, trade secrets and know-how which are difficult to replicate and which operates through Northern Private Capital Fund I Limited Partnership (“NPCI LP”). CFFI owns a 20% interest in NPCI LP. CFFI also owns a 50% interest in: (a) Northern Private Capital GP I Ltd. (the “NPC GP”), a company incorporated pursuant to the laws of Ontario, and which is the general partner of NPCI LP; and (b) Northern Private Capital Ltd., a company incorporated pursuant to the laws of Ontario, and which provides management, oversight and administrative services to NPCI LP for and on behalf of NPC GP. The foregoing holdings are illustrated in the following diagram:

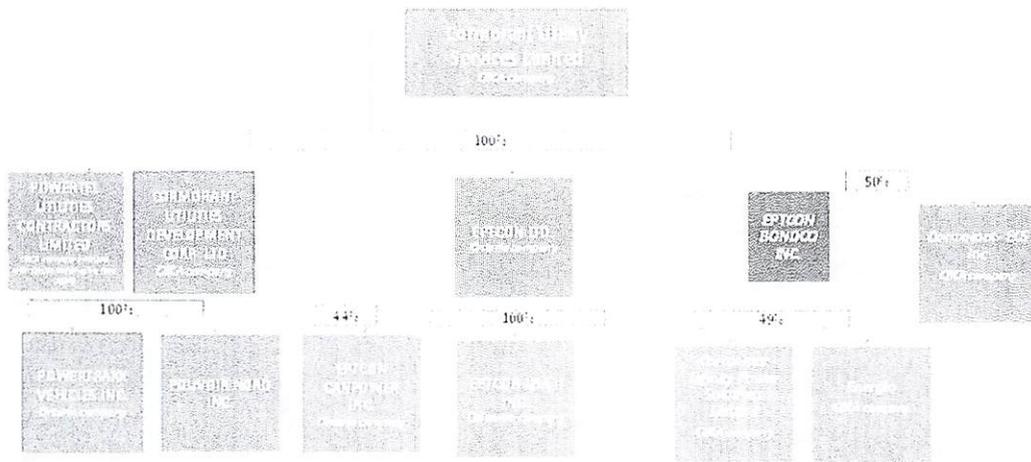


37. Mr. Risley is a Director of both Northern Private Capital corporations.

(ix) **Cormorant Utility Services Limited**

38. Cormorant, a company incorporated under the CBCA, is the parent of a family of companies based in Ontario that provide comprehensive solutions to the utility power sector, including: (a) transmission and distribution engineering, procurement and construction; (b) substation engineering, procurement and construction; (c) electrical design, testing, commissioning, refurbishment and maintenance; (d) design and manufacturing of prefabricated substation buildings, switchgear buildings and inverter buildings; (e) tracked vehicle manufacturing; and (f) underground cable engineering, procurement and construction.

39. CFFI owns 53.1% of the issued and outstanding shares of Cormorant. The business of Cormorant is conducted through numerous operating companies, as illustrated in the following diagram:



40. Both Mr. Spavold and I are Directors of Cormorant and its subsidiaries.

(b) **Other Investments**

41. In addition to the primary assets noted above, CFFI holds minority and majority equity interests and debt in a number of other companies that are proposed to be included in the Arrangement as Target Entities, as follows:

- a. *OpenScreen Holdings Inc.* (“**OpenScreen**”), a company incorporated under the laws of Nova Scotia and in respect of which CFFI holds 50% of the issued and outstanding shares. A subsidiary of OpenScreen, Openscreen Inc., uses QR codes to deliver app-less, secure device management.

- b. *Valent Low-Carbon Technologies Inc.* (“**Valent**”), a company incorporated under the CBCA and in respect of which CFFI holds 26.10% of the issued and outstanding shares. Valent is a diversified energy technology company focused on aggregating and building out the value chain for net-zero fuels in aviation, marine and heavy land transport applications.
- c. *Boomerswork Employment Services Inc.* (“**Boomerswork**”), a company incorporated under the Province of Nova Scotia, and in respect of which CFFI holds less than 5% of the issued and outstanding shares. Boomerswork matches professionals with employers looking for talent on a part-time or term basis.
- d. *DeNova Inc.* (“**DeNova**”), a company incorporated under the laws of Nova Scotia and in respect of which CFFI holds approximately 2% of the issued and outstanding shares. DeNova develops scalable aquafeed ingredients for the aquacultural industry.
- e. *Enlighten Innovations Inc.* (“**Enlighten**”), a company incorporated under the laws of Alberta and in respect of which CFFI holds approximately 1% of the issued and outstanding shares. Enlighten specializes in energy storage and clean marine fuels using its NaSICON technology, a patented sodium ion-selective ceramic membrane technology.
- f. *Graphite Innovation and Technologies Inc.* (“**GIT**”), a company incorporated under the CBCA and in respect of which CFFI holds 466,679 Class A-3 Preferred Shares. GIT is a materials engineering firm focused on delivering disruptive uses for graphene technologies. GIT supplies sustainable marine coatings to the maritime transportation sector.
- g. *Sandpiper Investment Fund Limited Partnership* (“**Sandpiper LP**”), a limited partnership formed under the laws of Nova Scotia and in respect of which CFFI holds approximately 1% of all partnership units. Sandpiper LP is an Atlantic Canadian-based fund focused on investment in and financing of women-led, early stage companies.

- h. *Metric Partners Limited Partnership* (“**Metric LP**”), a limited partnership formed under the laws of Nova Scotia and in respect of which CFFI holds 100% of the limited partnership units. Metric LP invests in various start-up enterprises and holds an indirect investment in GIT.

**(c) New Holdco, AcquireCo and SPVCoS**

42. 4782643 Nova Scotia Limited is a company existing under the laws of the Province of Nova Scotia and a direct, wholly owned subsidiary of CFFI (referred to in this Affidavit and in the Plan as “**New Holdco**”), which was formed for the purpose of implementing the Plan, if approved.

43. 4761218 Nova Scotia Limited is a company existing under the laws of the Province of Nova Scotia (referred to in this Affidavit and in the Plan as “**AcquireCo**”), which was formed for the purpose of implementing the Plan, if approved.

44. CFFI NPCLP Holdings Inc. is a company existing under the laws of the Province of Nova Scotia and a direct, wholly owned subsidiary of CFFI (referred to in this Affidavit and in the Plan as “**NPCI SPVCo**”), which was formed for the purpose of implementing the Plan, if approved.

45. CFFI NPCSP Holdings Inc. is a company existing under the laws of the Province of Nova Scotia and a direct, wholly owned subsidiary of CFFI (referred to in this Affidavit and in the Plan as “**NPCH SPVCo**”), which was formed for the purpose of implementing the Plan, if approved.

46. CFFI SPVFLP Holdings Inc. is a company existing under the laws of the Province of Nova Scotia and a direct, wholly owned subsidiary of CFFI (referred to in this Affidavit and in the Plan as “**Sandpiper SPVCo**”), which was formed for the purpose of implementing the Plan, if approved.

47. CFFI MPLP Holdings Inc. is a company existing under the laws of the Province of Nova Scotia and a direct, wholly owned subsidiary of CFFI (referred to in this Affidavit and in the Plan as “**Metric SPVCo**”), which was formed for the purpose of implementing the Plan, if approved.

**(d) CFFI’s Assets and Liabilities**

48. Attached as **Exhibits “D”** and **“E”** to this Affidavit are copies of the following financial statements:

- a. unaudited, non-consolidated financial statements for CFFI for fiscal year 2024;<sup>2</sup> and
- b. unaudited, condensed, non-consolidated interim financial statements for CFFI for the nine-month period ended September 30, 2025 (the “Interim Financial Statements”).

Assets

49. As detailed further in the Interim Financial Statements, as at September 30, 2025, CFFI’s assets were as follows:

|   |                             |
|---|-----------------------------|
| <b>Current Assets: \$320.3 million</b>                  |                             |
| Cash and cash equivalents                               | \$730,000                   |
| Cash held in escrow                                     | \$48.2 million <sup>3</sup> |
| Cash held in short-term investments                     | \$11.8 million              |
| Accounts receivable                                     | \$1.7 million               |
| Current portion of long-term advances                   | \$257.4 million             |
| Cash surrender value of corporate owned life insurance  | \$352,000                   |
| Prepaid expenses and deposits                           | \$11,000                    |
| <b>Long Term Advances: \$62.5 million</b>               |                             |
| Long term advances                                      | \$62.5 million              |
| <b>Investments: \$718.6 million</b>                     |                             |
| Investments in controlled subsidiaries                  | \$627.8 million             |
| Investments subject to significant influence            | \$39.9 million              |
| Investments in publicly traded entities                 | \$29.3 million <sup>4</sup> |
| Investments in jointly controlled enterprises           | \$20.1 million              |
| Other investments measured at cost                      | \$1.5 million               |
| <b>Beneficial Investments: \$67.6 million</b>           |                             |
| Beneficial investments                                  | \$67.6 million              |
| <b>Artwork, Antiques and Collectibles: \$14 million</b> |                             |
| Artwork, antiques and collectibles                      | \$14 million                |
| <b>Equipment: \$1,000</b>                               |                             |

<sup>2</sup> Effective January 1, 2024, CFFI voluntarily changed its accounting policy with respect to investments in controlled subsidiaries and investments subject to significant influence and its related accounting policy with respect to long-term advances due from controlled subsidiaries and investees subject to significant influence. CFFI previously accounted for these investments using equity method accounting and adjusted investment carrying values for CFFI’s undiluted share of the net earnings or losses of each investee. CFFI also previously recorded any cumulative equity losses in excess of the carrying value of investments in controlled subsidiaries and subject to significant influence as a reduction in the carrying value of long-term advances from the same investee, where applicable. Subsequent to the policy change, investments in controlled subsidiaries, investments subject to significant influence and long-term advances pertaining to investees subject to control and significant influence are carried at cost less accumulated impairment losses.

<sup>3</sup> As of the date of this Affidavit, \$0 is held in escrow.

<sup>4</sup> As of the date of this Affidavit, the balance of investments in publicly traded entities is \$0.

|           |         |
|-----------|---------|
| Equipment | \$1,000 |
|-----------|---------|

**Liabilities**

50. As detailed further in the Interim Financial Statements, as at September 30, 2025, CFFI's total liabilities were as follows:

|  |                 |
|--|-----------------|
| <b>Current Liabilities: \$1.41 billion</b> |                 |
| Accounts payable and accrued liabilities   | \$3.3 million   |
| HST payable                                | \$8,000         |
| Current portion of long term debt          | \$1.4 billion   |
| <b>Related Party Debt: \$634.8 million</b> |                 |
| Due to related parties                     | \$634.8 million |

51. In addition to the foregoing, as at September 30, 2025, CFFI's shareholder deficit was approximately \$914.4 million on a balance sheet basis.

a. **Secured Debt**

i. **HPS Secured Debt Obligations**

52. CFFI (as borrower), certain affiliates of CFFI (as guarantors, the "Affiliate Guarantors") and the HPS Parties are party to the Note Purchase Agreement pursuant to which the HPS Secured Creditors agreed to purchase notes from CFFI in an aggregate principal amount of \$250 million USD, which was provided for working capital and acquisition financing purposes.

53. Pursuant to the Note Purchase Agreement, all outstanding amounts bear interest at a rate of 8% per annum payable on the last business day of March, June, September and December, plus 5% interest per annum payable in-kind ("PIK"). The Note Purchase Agreement provides that CFFI may elect to either pay the interest quarterly in cash, or the loan bears interest at a rate of 20% per annum for the quarter, PIK. On the occurrence of any event of default, interest on the loan increases 2% per annum, increasing by 0.5% per annum every six months until the default has been cured.

54. Since 2019, CFFI has elected to add interest to the principal balance as PIK interest, as permitted under the Note Purchase Agreement. This resulted in an interest rate of 20% under the Note Purchase Agreement, before consideration of default interest being charged on the loan balance relating to events of default for non-compliance by CFFI with certain covenants in the Note Purchase Agreement. As at September 30, 2025, the effective rate of interest under the Note Purchase Agreement was 28% per annum.

55. CFFI's election to add interest to the principal balance as PIK interest was part of a plan by CFFI to manage its cash flow, exit one or more significant investment(s), and use the proceeds of such realized investment(s) to pay all amounts outstanding under the Note Purchase Agreement. In connection with this strategy, CFFI engaged various Canadian and US investment advisors to assist with the monetization of certain of its large investments. While significant interest was received by CFFI for these investments, an executable transaction was not ultimately identified. CFFI believes that the lack of an executable transaction was the result of, among other things, uncertainty surrounding the prospects of certain of these investments, along with the difficulties associated with selling equity interests where it did not hold a controlling position.

56. CFFI does not believe that its assets can be monetized in the near term. Furthermore, CFFI does not believe the value of its assets are sufficient to address the quantum of the debt outstanding under the Note Purchase Agreement.

57. Given the value of CFFI's assets and the interest that has accrued (and continues to accrue), refinancing outstanding sums under the Note Purchase Agreement was not, and is not, possible.

58. All obligations of CFFI under the Note Purchase Agreement are secured by, among other things:

- a. guarantees from the Affiliate Guarantors, including BIOX USA, BIOX Holdings, and CFFI Barbados;
- b. a personal guarantee by Mr. Risley; and
- c. an Amended and Restated Pledge and Security Agreement dated as of April 25, 2019, which granted HPS a security interest in: (i) any and all of CFFI's or the Affiliate Guarantors' present and after acquired personal property, including all undertakings, property, rights and assets of ever nature and kind, owned or at any time acquired by CFFI or the Affiliate Guarantors, or in which CFFI or the Affiliate Guarantors has or acquires an interest, wherever situate,; and (ii) all capital stock in which either CFFI or any of the Affiliate Guarantors have, or may subsequently have, an interest in, in both cases other than Excluded Property (as defined in the Amended and Restated Pledge and Security Agreement).

59. As at September 30, 2025, approximately \$991.8 million USD was outstanding under the Note Purchase Agreement. Since this date, CFFI has repaid \$72,439,272 CAD of the outstanding sum from proceeds realized from sales over the past approximately 6 months of certain equity interests previously held by CFFI. As at February 10, 2026, \$776,784,249 USD (excluding default interest) remains outstanding under the Note Purchase Agreement.

60. All outstanding amounts under the Note Purchase Agreement matured on October 23, 2022. As described further below, HPS and CFFI have been in discussion regarding various alternatives to address repayment of the Note Purchase Agreement since in or about 2019 when CFFI's intended monetization of the investments described above failed to proceed. Such discussions have culminated in the execution of the Support Agreement (as defined below) and the Arrangement being proposed by CFFI.

#### ii. SFPC Quantum Secured Debt Obligations

61. Cormorant (as borrower) and SFPC Quantum (as secured creditor and agent) are party to the Cormorant Credit Agreement pursuant to which SFPC Quantum made available to Cormorant: (a) a senior secured, non-revolving term loan in the principal amount of \$36.1 million CAD (the "**Term Loan**"); and (b) a delayed draw loan of \$5.16 million CAD (the "**Draw Loan**"). Borrowings under the Cormorant Credit Agreement bear interest at a variable rate of interest per annum equal to the variable rate of interest quoted by National Bank of Canada on such day and in effect from time to time, plus the Applicable Margin (as defined in the Cormorant Credit Agreement) provided that, commencing April 1, 2026 and at all times thereafter, the Applicable Margin would be 5%. The maturity date of the Cormorant Credit Agreement is January 4, 2027.

62. All borrowings under the Cormorant Credit Agreement are guaranteed by each of CFFI (pursuant to the CFFI Guarantee) and by Mr. Risley (pursuant to a Guarantee dated May 24, 2022). All obligations of CFFI under the CFFI Guarantee are secured by: (a) a Securities Pledge Agreement between CFFI and SFPC Quantum dated May 24, 2022 (the "**Cormorant Securities Pledge Agreement**") pursuant to which CFFI granted SFPC Quantum a security interest in all securities owned or at any time acquired by CFFI in the capital of Cormorant (the "**Cormorant Securities Collateral**"); and (b) a Security Agreement dated May 24, 2022 pursuant to which CFFI granted SFPC Quantum a security interest in all property and undertakings of CFFI owned or at any time acquired (other than the Excluded Assets, as defined in the Security Agreement),

including all present and after acquired personal property, all inventory, all equipment, machinery, furniture, fixtures, vehicles, and money, among other things.

63. Pursuant to a Subordination Agreement, dated May 24, 2022 among CFFI, HPS and SFPC Quantum, HPS agreed, among other things, to subordinate and postpone its security interest in the Cormorant Securities Collateral to SFPC Quantum's priority security interest in same. SFPC Quantum is subordinate to HPS with respect to its interest in all other collateral.

64. As at September 30, 2025, approximately \$39.8 million CAD was outstanding under the Cormorant Credit Agreement. Amounts outstanding under the Cormorant Credit Agreement are repayable as follows:

- a. on each of November 15, 2025, December 31, 2025 and March 31, 2026, an amount equal to 2.5% of the total of the full initial advance made under the Term Loan and the full amount of each advance (other than the advance of \$3,612,000 made on May 14, 2024, the "**May Advance**") under the Draw Loan;
- b. on April 30, 2026, an amount equal to 7.5% of the total of the full initial advance made under the Term Loan and the full amount of each advance (other than the May Advance) under the Draw Loan; and
- c. on each of May 31 and June 30, 2026, an amount equal to \$1,806,000 in respect of the May Advance;
- d. the remainder on the maturity date (January 4, 2027).

65. Since September 30, 2025, both the November 15 and December 31 payments outlined above were made by Cormorant to SFPC Quantum, together with a repayment of amounts outstanding under the Term Loan in the amount of \$7,308,800, all from proceeds realized from the sale of certain equity interests held indirectly by Cormorant. As at February 10, 2026, \$30,664,707 remains outstanding under the Cormorant Credit Agreement.

66. No amounts have been claimed under the CFFI Guarantee.

**iii. FPR Financial**

67. CFFI (as borrower) and FPR Financial (as secured creditor) are party to the FPR Promissory Note pursuant to which FPR Financial loaned cash in the amount of \$1,702,204 USD (the “**FPR Financial Loan**”) to CFFI, repayable on demand and bearing interest at 10% per annum. All obligations of CFFI under the FPR Promissory Note are: (a) guaranteed by Mr. Risley pursuant to the terms of a Guarantee dated October 6, 2023; and (b) secured by a pledge agreement dated October 6, 2023 whereby CFFI pledged its interest in a capital contribution made to NPCI LP in the amount of the FPR Financial Loan. The pledge is subordinate to HPS.

68. As at February 10, 2026, \$2,102,339 USD was outstanding under the FPR Financial Loan.

**b. Unsecured Debt**

69. As at February 10, 2026,<sup>5</sup> CFFI had unsecured debt of approximately \$372,115,190 (a portion of which is disputed and, as described further below, is the subject of appeals or notices of objection), generally comprised of the following:

- a. accounts payable of approximately \$608,742;
- b. a demand promissory note between CFFI and Brendan Paddick in the principal amount of \$23,350,629, due on demand or December 31, 2024 (the “**Paddick Promissory Note**”);
- c. a debt to Robert Orr, a former consultant to a former CFFI subsidiary, Slanmhor Pharmaceutical Inc. (“**Slanmhor**”), which subsequently amalgamated with CFFI, in the amount of \$1,250,964 relating to a Consulting Agreement between Slanmhor and Transcendent Thinking Inc. (a consulting company owned by Mr. Orr);
- d. various disputed assessments and reassessments by the Canada Revenue Agency (the “**CRA**”) in the amount of \$331,543,383 (as of February 10, 2025) for which either appeals or notices of objection have been filed by CFFI and in respect of which the process remains ongoing, including as follows:

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<sup>5</sup> Using last available numbers current as of December 10, 2025 for the CRA assessment and re-assessments.

- i. in 2022, CFFI was assessed by the CRA for interest and penalties of approximately \$2.9 million on a past tax liability of an amalgamated subsidiary. CFFI has appealed the decision of the CRA and the appeal process remains ongoing. Accumulated interest on the assessed amount (as of December 11, 2025) totals \$900,000;
  - ii. in 2023, Clearwater Fine Foods Inc., an amalgamation predecessor company of CFFI, was assessed by the CRA for: (A) additional income tax of approximately \$159.8 million, along with additional interest and penalties of \$77.9 million. CFFI has filed a notice of objection and the objection process remains ongoing. Accumulated interest on the assessed amount (as of December 11, 2025) totals \$60,500,000; and (B) additional income taxes, penalties and interest of \$2.6 million. CFFI filed a notice of objection and the objection process remains ongoing. Accumulated interest on the assessed amount (as of December 11, 2025) totals \$700,000; and
  - iii. in 2023, CFFI was re-assessed by the CRA for income taxes, interest and penalties of approximately \$24.3 million relating to a past income tax filing of an amalgamation subsidiary. As of December 11, 2025, the amalgamation subsidiary was permitted to carry back losses from a subsequent tax year, thereby reducing the re-assessed amount to \$14.6 million. In January 2024, CFFI was re-assessed by the CRA for additional income taxes, interest and penalties of \$6.5 million relating to past income tax filings of the same subsidiary. CFFI filed notices of objection in February and October 2024. The CRA has applied certain credits owing to CFFI against the re-assessed tax amounts. The objection process remains ongoing. Accumulated interest on the assessed amounts (as of December 11, 2025) is \$1 million;
- e. obligations under a Put Option Agreement, dated September 23, 2019 (as amended, the “**Put Option Agreement**”) to Sumac Corporations Limited (“**Sumac**”) following exercise by Sumac of a put exercise notice thereunder in the amount of

US\$2,956,547. Pursuant to the Put Option Agreement, the closing date of the transaction under the exercise notice was on or before July 29, 2022 and CFFI agreed: (i) that the fair market value of the put interest was approximately US\$3.8 million plus any capital contributions made by Sumac between July 1, 2021 and March 30, 2022, and (ii) to assume the obligation for an outstanding capital commitment of approximately US\$406,980. CFFI and Sumac agreed in the Put Option Agreement that CFFI would pay US\$1 million by wire transfer on April 8, 2022 and the balance, plus interest at 10%, in four equal monthly instalments on April 30, May 30, June 30 and July 29, 2022. Default interest under the Put Option Agreement is 13%;

- f. obligations under an Equity Commitment Letter between CFFI, Cormorant and SFPC Quantum, entered as of September 30, 2022 (as amended, restated, amended and restated or otherwise modified from time to time, the “**Cormorant Equity Commitment Letter**”) pursuant to which CFFI committed to purchase \$3 million of equity in the capital of Cormorant, subject to the terms and conditions of the Cormorant Equity Commitment Letter. The deadline for such purchase has been extended multiple times, most recently to the earlier of April 30, 2026, and the date upon which a sale, transfer or other disposition of CFFI’s equity interests in WE LLC is completed; and
- g. related party debt of approximately \$11,474,075 between CFFI (as borrower) and various related companies and individuals (as lenders), all of which are either repayable on demand or which have no set terms of repayment.

70. In addition, CFFI has certain contingent liabilities pursuant to guarantees it provided to:

- a. the Minister of National Resources of the indebtedness owing by Horizon Services pursuant to a certain Conventional Offshore Oil and Gas Contribution Agreement dated February 2, 2022;
- b. the Minister for Federal Economic Development Agency for Southern Ontario of the indebtedness of Forge Hydrocarbons Corporation and Forge Sombra

Corporation pursuant to a certain Contribution Agreement dated June 5, 2020, as amended by an Amending Agreement #1 dated February 23, 2021;

- c. Canada's Ocean Supercluster for the obligation of Horizon Services;
- d. Jona Capital Inc., V160CT54 Limited, 12266563 Canada Inc., Kensington Private Equity Fund, and Tersus Technologies Inc; and
- e. Hydro One Network Inc. and PCL Solar Constructors Canada Inc. in respect of various Cormorant-related projects which CFFI guaranteed the contractor's performance under the terms of the governing agreement, in all cases contingent on the failure of the contractor to comply with same and with initial recourse to Cormorant;

in each case with no amounts currently outstanding or having been called for by the applicable counterparties,

**(e) Background to the Arrangement**

71. CFFI has been actively exploring options to right size its capital structure for the past number of years and address the maturing of the Note Purchase Agreement.

72. As a result of CFFI being offside certain loan covenants contained in the Note Purchase Agreement since June 28, 2019, there has been a 2% increase in the interest rate per annum, which further increases by 0.5% per annum every six months until remedied (the "**Increased Interest Rate**"). In addition, since 2019, CFFI elected in accordance with the terms of the Note Purchase Agreement to add interest to the principal balance as PIK interest. Such election has resulted in the loan bearing interest at a rate of 20% per annum for the applicable quarter, payable in kind (the "**PIK Interest Rate**"). As discussed further above, CFFI's election to add interest to the principal balance as PIK interest was made on the basis of its plan to monetize certain key investments and use the proceeds thereof to repay all amounts under the Note Purchase Agreement, including all accrued PIK interest. This intended monetization did not proceed for the reasons described above and CFFI has been unable to refinance the Note Purchase Agreement.

73. On October 23, 2022, the loan matured in accordance with the terms of the Note Purchase Agreement and remains outstanding and past maturity. It continues to bear interest at the Increased Interest Rate and the PIK Interest Rate.

74. HPS and CFFI have engaged in ongoing discussions around possible alternatives to address the matured Note Purchase Agreement and ongoing interest accrual. These discussions ultimately culminated in the development of the proposed Arrangement whereby HPS will indirectly acquire the CFFI Assets and the Note Purchase Agreement debt will be in part assumed and in part exchanged for Contingent Value Rights (as defined below). CFFI and HPS executed the Support Agreement that sets forth terms on which such parties will pursue the implementation of the Arrangement.

75. By way of the Arrangement, CFFI's significant obligations under the Note Purchase Agreement will cease and be addressed in full.

## THE PROPOSED ARRANGEMENT

### *a) Summary of the Arrangement*

76. The Arrangement applies to all creditors of CFFI.<sup>6</sup>

77. Secured Creditors are defined in the Plan as the HPS Secured Creditors, SFPC Quantum LP and FPR Financial Corporation (the "**Secured Creditors**" and their claims, the "**Secured Claims**"). The Secured Creditors are divided into two categories under the Arrangement: (a) Priority Secured Debt; and (b) Subordinate Secured Debt.

78. "Priority Secured Debt" is comprised of all HPS Secured Debt Obligations (other than the Impaired HPS Debt, discussed further below), and all secured debt outstanding to SFPC Quantum LP and/or FPR Financial to the extent such debt is secured by liens ranking in priority to, or *pari passu* with, the HPS Secured Debt Obligations (the "**Priority Secured Debt**" and the security interest securing same, the "**Priority Security Interest**"). The only secured debt other than the HPS Secured Debt Obligations that would fall into this category are the obligations due and owing to SFPC Quantum under the Cormorant Credit Agreement (as guaranteed by the CFFI Guarantee)

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<sup>6</sup> Subject to an election to limit the Plan only to Secured Creditors and to only arrange Secured Creditor Claims thereunder, as contemplated by the requested Interim Order.

up to the value of the Cormorant Securities Collateral, and solely with respect to the Cormorant Securities Collateral.

79. The second category – the Subordinate Secured Debt – is defined in the Plan as all Secured Debt other than Priority Secured Debt (the “**Subordinate Secured Debt**”).

80. “**Unsecured Creditors**” are holders of all claims against CFFI that are not Secured Debt (the “**Unsecured Claims**”). The Unsecured Claims include:

- a. the “Impaired HPS Debt” means an amount owing under the Note Purchase Agreement equal to the aggregate amount of all obligations outstanding under the Note Purchase Agreement (and all related documentation, including guarantees and security documentation) plus the Priority Secured Debt that is not held by an HPS Party less the fair market value of the CFFI Assets (net of any Assumed Contractual Liabilities), in aggregate (the “**CFFI Asset Value**”). The Impaired HPS Debt is applied first to accrued and unpaid interest and then, to the extent the Impaired HPS Debt exceeds accrued and unpaid interest, to principal owing under the Note Purchase Agreement. Conceptually, the “Impaired HPS Debt” reflects the portion of the obligations outstanding under the Note Purchase Agreement (and related documentation) that is not supported by the CFFI Asset Value (taking into account the CFFI Asset Value required to support the Priority Secured Debt that is not owed to HPS). The Impaired HPS Debt is not being assumed by AcquireCo and is therefore proposed to be treated as an Unsecured Claim; and
- b. the “Convenience Class Claims”, defined as: (i) one or more Unsecured Claims held by an Unsecured Creditor in an aggregate amount that is less than or equal to \$15,000, as reflected in the books and records of CFFI as of 5:00 p.m. (Atlantic Time) on February 10, 2026 (the “**Record Date**”); and (ii) one or more Unsecured Claims held by an Unsecured Creditor in an aggregate amount in excess of \$15,000, as reflected in the books and records of CFFI on the Record Date, where the Unsecured Creditor has validly filed a “**Convenience Class Claim Election**” by April 15, 2026 (the “**Election Deadline**”) (each, a “**Convenience Class Claim**” and the holders thereof, each a “**Convenience Class Creditor**”).

81. At a high level, and as described in greater detail below, under the Arrangement:

- a. the Priority Secured Debt will be assumed by, and novated to, AcquireCo, and will continue as against AcquireCo (or its assignee) in the normal course so that the Priority Secured Debt will comprise the principal amount owing from AcquireCo to the applicable Secured Creditor<sup>7</sup>;
- b. the Subordinate Secured Debt will be fully and finally settled in exchange for the issuance of a "Contingent Value 'A' Right" for each \$1,000 of Secured Claims in respect of the applicable Subordinate Secured Debt (computed in Canadian dollars), pursuant to which holders of Contingent Value 'A' Rights may be entitled to certain future payments, subject to applicable milestones being achieved with respect to the future value of the CFFI Assets. The terms of the Contingent Value 'A' Rights are as set forth in the certificate in the form attached as Exhibit E to the Disclosure Statement (the "**Contingent Value 'A' Rights Certificate**").
- c. the Unsecured Claims (i.e. those remaining following extinguishment of the Convenience Class Claims) will be fully and finally settled in exchange for the issuance of a "Contingent Value 'B' Right" (and together with the Contingent Value 'A' Rights, the "**Contingent Value Rights**") for each \$1,000 of Unsecured Claims in respect of the applicable Unsecured Claims (computed in Canadian dollars), pursuant to which holders of Contingent Value 'B' Rights may be entitled to certain future payments, subject to applicable milestones being achieved with respect to the future value of the CFFI assets and the maximum payment amount to holders of Contingent Value 'A' Rights being paid in full. The terms of the Contingent Value 'B' Rights are as set forth in the certificate in the form attached as Exhibit F to the Disclosure Statement (the "**Contingent Value 'B' Rights Certificate**").
- d. the Convenience Class Claims will be paid as follows:

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<sup>7</sup> To the extent any claim by a Secured Creditor is comprised of both Priority Secured Debt and Subordinate Secured Debt, such Secured Creditor will hold a limited recourse claim against AcquireCo enforceable solely against the CFFI Assets that are secured by the Priority Security Interest. Such Secured Creditor will not have any recourse more generally against AcquireCo or any other assets of AcquireCo not secured by the Priority Security Interest.

- i. each Convenience Class Claim that is less than or equal to \$15,000 in the aggregate will be paid in full, in cash by CFFI; and
  - ii. each Convenience Class Claim that exceeds \$15,000 in the aggregate and which delivers a completed and executed Convenience Class Claim Election by the Election Deadline will be paid a cash distribution equal to the lesser of \$15,000 and the Convenience Class Creditor's pro rata share of the "**Remaining Convenience Class Funds**" (defined as an amount equal to \$250,000, less the aggregate value of all Convenience Class Claims that are less than or equal to \$15,000);
- e. all CFFI Assets (other than limited partnership interests held by CFFI in NPCH LP (the "**NPCH LP Interests**"), NPCI LP (the "**NPCI LP Interests**"), Sandpiper LP (the "**Sandpiper LP Interests**") and Metric LP (the "**Metric LP Interests**"), and any amounts owing to CFFI as of the Effective Time by NPCH LP (the "**NPCH Receivables**"), NPCI LP (the "**NPCI Receivables**"), Sandpiper LP (the "**Sandpiper Receivables**"), and Metric LP (the "**Metric Receivables**")) will be transferred to, and acquired by, New HoldCo (free and clear of all Encumbrances (as defined in the Plan)), and New HoldCo will assume the Assumed Contractual Liabilities, in exchange for New HoldCo shares;
- f. the NPCH LP Interests and the NPCH Receivables will be transferred to, and acquired by, NPCH SPVCo (free and clear of all Encumbrances) in exchange for common shares of NPCH SPVCo;
- g. the NPCI LP Interests and the NPCI Receivables will be transferred to, and acquired by, NPCI SPVCo (free and clear of all Encumbrances) in exchange for common shares of NPCI SPVCo;
- h. the Sandpiper LP Interests and the Sandpiper Receivables will be transferred to, and acquired by, Sandpiper SPVCo (free and clear of all Encumbrances) in exchange for common shares of Sandpiper SPVCo;

- i. the Metric LP Interests and the Metric Receivables will be transferred to, and acquired by, Metric SPVCo (free and clear of all Encumbrances) in exchange for common shares of Metric SPVCo; and
- j. all shares of New Holdco will be transferred to, and acquired by, AcquireCo (free and clear of all Encumbrances) in exchange for the assignment, transfer and novation to AcquireCo of (i) the Priority Secured Debt, (ii) all obligations with respect to the Contingent Value Rights; and (iii) such liabilities to former employees of CFFI as HPS may elect prior to the Effective Time in its sole discretion (defined in the Plan and this Affidavit as the “**Assumed Employee Liabilities**”).

82. The foregoing transactions will together result in: (a) the HPS Secured Creditors (or their nominee) holding all shares of AcquireCo; (b) AcquireCo holding all of the issued and outstanding shares of New Holdco and assuming liability for the Priority Secured Debt, the Contingent Value Rights, the Assumed Employee Liabilities, and the Assumed Contractual Liabilities; and (c) New Holdco owning all of the CFFI Assets which includes, for greater certainty, all Transferred Equity Interests (which include the shares of NPCH SPVCo, NPCI SPVCo, Sandpiper SPVCo and Metric SPVCo), Transferred Cash, Transferred Tangible Property, Transferred Receivables, and Assumed Contracts.

83. The following events or transactions will occur in the following order under the Arrangement starting at 12:01 a.m. (or such other time as CFFI and the HPS Parties may determine, the “**Effective Time**”) on the “**Effective Date**” (defined as the date shown on the confirmation of filing of the Arrangement Filings issued by the Registrar of Joint Stock Companies for the Province of Nova Scotia, the “**Registrar**”):

- a. each director of CFFI appointed prior to the Effective Date by HPS will resign from, and will be deemed to have resigned from, the CFFI Board of Directors and of any applicable Target Entities;
- b. CFFI will pay all Convenience Class Claims the amounts in cash discussed above and all Convenience Class Claims will, and will be deemed to be, irrevocably and

finally extinguished and the holders of such Convenience Class Claims will have no further right, title or interest with respect thereto;

- c. CFFI will deliver to each holder of Subordinate Secured Debt a Contingent Value 'A' Right Certificate on the basis discussed above, following which, all Subordinate Secured Debt will be irrevocably and finally extinguished and the holders of the Subordinate Secured Debt will have no further right, title or interest with respect thereto;
- d. CFFI will deliver to each holder of Unsecured Claims (other than Convenience Class Claims) a Contingent Value 'B' Right Certificate on the basis discussed above, following which, all Unsecured Claims (other than Convenience Class Claims) will be irrevocably and finally extinguished and the holders of such Unsecured Claims will have no further right, title or interest with respect thereto;
- e. the NPCI LP Interests and the NPCI Receivables will be transferred to, and acquired by, NPCI SPVCo (free and clear of all Encumbrances) and NPCI SPVCo will issue and deliver common shares of NPCI SPVCo to CFFI in payment and satisfaction of the NPCI LP Interests and the NPCI Receivables, following which CFFI will cease to be a holder of the NPCI LP Interests and the name of CFFI will be removed from the registers of holders of the NPCI LP Interests and NPCI SPVCo will become the holder of all issued and outstanding NPCI LP Interests;
- f. the NPCH LP Interests and the NPCH Receivables will be transferred to, and acquired by, NPCH SPVCo (free and clear of all Encumbrances) and NPCH SPVCo will issue and deliver common shares of NPCH SPVCo to CFFI in payment and satisfaction of the NPCH LP Interests and the NPCH Receivables, following which CFFI will cease to be a holder of the NPCH LP Interests and the name of CFFI will be removed from the registers of holders of the NPCH LP Interests and NPCH SPVCo will become the holder of all issued and outstanding NPCH LP Interests;
- g. the Sandpiper LP Interests and the Sandpiper Receivables will be transferred to, and acquired by, Sandpiper SPVCo (free and clear of all Encumbrances) and

Sandpiper SPVCo will issue and deliver common shares of Sandpiper SPVCo to CFFI in payment and satisfaction of the Sandpiper LP Interests and the Sandpiper Receivables, following which CFFI will cease to be a holder of the Sandpiper LP Interests and the name of CFFI will be removed from the registers of holders of the Sandpiper LP Interests and Sandpiper SPVCo will become the holder of all issued and outstanding Sandpiper LP Interests;

- h. the Metric LP Interests and the Metric Receivables will be transferred to, and acquired by, Metric SPVCo (free and clear of all Encumbrances) and Metric SPVCo will issue and deliver common shares of Metric SPVCo to CFFI in payment and satisfaction of the Metric LP Interests and the Metric Receivables, following which CFFI will cease to be a holder of the Metric LP Interests and the name of CFFI will be removed from the registers of holders of the Metric LP Interests and Metric SPVCo will become the holder of all issued and outstanding Metric LP Interests;
- i. all CFFI Assets, the Transferred Equity Interests (which include the shares of NPCI SPVCo, NPCH SPVCo, Sandpiper SPVCo and Metric SPVCo), the Transferred Cash, the Transferred Tangible Property, the Transferred Receivables and the Assumed Contracts) will be transferred to and acquired by New Holdco (free and clear of all Encumbrances) and New Holdco will issue and deliver to CFFI shares of New Holdco in payment and satisfaction in full of the purchase price for the CFFI Assets, following which CFFI will cease to be a holder of the Transferred Equity Interests and the name of CFFI will be removed from the registers of holders of Transferred Equity Interests, and New Holdco will become the holder of all issued and outstanding Transferred Equity Interests;
- j. each share of New Holdco will be transferred to and acquired by AcquireCo (free and clear of all Encumbrances) in exchange for the assignment, transfer and novation to AcquireCo of the Priority Secured Debt Obligations, all obligations with respect to the Contingent Value Rights, the Assumed Employee Liabilities, and the Assumed Contractual Liabilities;

- k. the terms and conditions of the Priority Debt Obligations will be amended to provide that all of the Priority Secured Debt as of the Effective Date will be treated as the principal amount owing from AcquireCo to the Secured Creditors and such Priority Secured Debt will be novated to AcquireCo;
- l. all rights of any Secured Creditor in respect of the Equity Interests to directly or indirectly hold, acquire, vote, control the voting rights or the direction, management and policies of CFFI will be revoked and terminated with no further force or effect, subject to the provisions of the Plan;
- m. CFFI will cease to be a holder of the New Holdco shares and the name of CFFI will be removed from the register of holders of New Holdco shares, and AcquireCo will become the holder of all issued and outstanding New Holdco shares; and
- n. the releases discussed below will become effective.

84. The Arrangement provides for releases of CFFI and the “**Debtholder Released Parties**”, defined as HPS, the Secured Creditors, the Unsecured Creditors, and each of their respective current and former directors, officers, managers, partners, trustees, employees, auditors, financial advisors, legal counsel and agents (collectively, the “**Released Parties**”). Under the Arrangement, and in accordance with the sequencing outlined above, the Released Parties will be released and discharged from all present and future actions, damages, judgments, executions, obligations, liabilities and claims of any kind or nature whatsoever arising on or prior to the Effective Date in connection with the Secured Claims and the Unsecured Claims (and all debt documents relating to same), the Support Agreement, the Arrangement, the Court proceedings relating to the Arrangement, the transactions contemplated under the Arrangement and any proceedings commenced with respect to or in connection with the Arrangements and any other actions or matters related directly or indirectly to the foregoing (the “**Released Claims**”).

85. The Plan permanently bars and enjoins (on and after the Effective Date) any: (a) action, suit, demand or proceeding against the Released Parties with respect to any Released Claim; (b) any enforcement, levies, collection or recovery efforts against the Released Parties; (c) any effort to attach, perfect or asset any Encumbrance against the Released Parties or their property; or (d) any action to interfere with the implementation or consummation of the Arrangement.

86. Importantly, the Plan does not release, and expressly preserves: (a) all obligations of the Released Parties under the Support Agreement or the Plan; (b) AcquireCo (or its assignee(s)) from or in respect of its obligations with respect to the Priority Secured Debt Obligations, the Contingent Value Rights, the Assumed Employee Liabilities, the Transferred Receivables, and the Assumed Contractual Liabilities, or any claims or liabilities attributable to fraud, wilful misconduct, criminal acts or criminal omission, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

87. In addition, from and after the Effective Date, the Plan deems all persons to have consented and agreed to the Plan in its entirety and deems such persons to have:

- a. waived any and all defaults or events of default, any non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any Organizational Document (as defined in the Plan), Shareholder Agreement (as defined in the Plan), contract, instrument, credit document, lease, licence, guarantee, agreement for sale or other agreement, in each case relating to, arising out of, or in connection with, (i) the Secured Claims and the Unsecured Claims (and all debt documents relating to same), (ii) the Support Agreement, (iii) the Arrangement, (iv) the Plan, the transactions contemplated under the Arrangement and the Court proceedings relating to the Arrangement, and (v) any post-Effective Date transaction (except as expressly provided for in the Plan) whereby AcquireCo assigns and transfers all or substantially all of the CFFI Assets to an affiliate of AcquireCo for consideration at least equal to the value of the transferred CFFI Assets; and
- b. agreed that, if there is any conflict between the provisions of any agreement or other arrangement existing between a person and CFFI and/or the Target Entities and the Plan, then the provisions of the Plan take precedence and priority and the provisions of the agreement or arrangement are deemed to be amended accordingly.

*b) Conditions Precedent to the Arrangement*

88. Subject to the terms of the Support Agreement, the implementation of the Arrangement is conditional upon the following:

- a. no law having been passed or becoming effective which makes the Arrangement illegal or otherwise prohibited; and
- b. all conditions to the implementation of the Arrangement set out in the Support Agreement being satisfied or waived by the applicable party pursuant to the terms of the Support Agreement, including the following:
  - i. the Interim Order shall have been obtained by February 17, 2026 (which may be extended at any time by HPS, in its sole discretion);
  - ii. a final order of the Court approving the Arrangement (the “**Final Order**”) shall have been obtained by no later than April 30, 2026 (which may be extended at any time by the HPS Parties, in their sole discretion) and such Final Order shall have become a final order, the implementation, operation or effect of which has not been stayed, varied, vacated, or subject to appeal and in respect of which any applicable appeal periods has expired;
  - iii. the Arrangement shall have been approved by the Court in accordance with the Act;
  - iv. all required stakeholder, regulatory, Court approvals, consents, waivers and filings shall have been obtained or made, as applicable, on terms satisfactory to HPS, in its sole discretion, and copies of any and all such approvals, consents and/or waivers shall have been provided to HPS;
  - v. all filings that are required under applicable laws in connection with the Arrangement shall have been made and any material regulatory consents or approvals that are required in connection with the Arrangement shall have been obtained and, in the case of waiting or suspensory periods, such waiting or suspensory periods shall have expired or been terminated;
  - vi. no decision, order or decree by a governmental entity shall be in effect, no application shall have been made to any governmental entity, and no action or investigation shall have been announced, threatened or commenced by any governmental entity, in consequence of or in connection with the

Arrangement or the Plan that restrains, impedes or prohibits the Arrangement or the Plan or any material part thereof or requires a material variation of the Arrangement:

- vii. there shall not exist or have occurred any Material Adverse Change<sup>8</sup>; and
- viii. the Effective Date shall have occurred no later than May 1, 2026 (the “**Outside Date**”) (which may be extended at any time by HPS, in its sole discretion).

*c) Support Agreement*

89. The HPS Parties and the Company Parties (which include FPR Financial) executed a Support Agreement on February 9, 2026 (the “**Support Agreement**”), a copy of which is attached hereto as **Exhibit “F”**. Pursuant to the Support Agreement, and subject to the terms and conditions outlined therein, the HPS Parties and the Company Parties agreed, among other things, to:

- a. the terms of the Arrangement;
- b. not to take any action, or omit to take any action, that is materially inconsistent with the Support Agreement or that would materially frustrate, hinder or delay the consummation of the Arrangement and the Plan;
- c. other than with respect to the Alternative Implementation Process (as defined below) not to propose, file, solicit, vote for or otherwise support any alternative offer, restructuring, liquidation, workout or plan of compromise or arrangement or reorganization that is inconsistent with the Arrangement and the Plan, except with the prior written consent of CFFI (in the case of the HPS Parties) or the HPS Parties (in the case of the Company Parties), acting reasonably;

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<sup>8</sup> Defined in the Plan any change, development, occurrence or event occurring up to and including the Effective Date which materially and adversely affects, or is reasonably expected to materially and adversely affect, (a) the financial condition, performance or prospects of Mr. Risley, CFFI and/or its subsidiaries party to the Support Agreement (collectively, the “**Company Parties**”) and their Material Subsidiaries (taken as a whole), (b) the business, operations, property or assets of the Company Parties and their Material Subsidiaries (taken as a whole), or (c) the ability to implement the Plan or Arrangement or other transaction in an Alternative Implementation Process (discussed and defined further below).

- d. in the case of CFFI, to file the Plan on a timely basis consistent with the terms and conditions of the Support Agreement and to recommend to any Person entitled to vote on the Plan that they vote to approve the Plan and take all reasonable actions necessary to obtain any regulatory and other approvals and consents that are necessary for implementation of the Arrangement; and
- e. in the case of the HPS Parties, to vote (or cause to be voted) all of its Secured Claims and Unsecured Claims, as applicable, in favour of the Plan and against the approval or ratification of any matter or transaction that, if approved, could reasonably be expected to materially delay, challenge, frustrate or hinder the consummation of the Arrangement or the Plan.

90. Under the Support Agreement, the Company Parties agreed that they would achieve the following timelines with respect to the Plan:

- a. Court approval of the Interim Order, in the form attached to the Support Agreement or otherwise in form and content satisfactory to the HPS Parties, in their sole discretion, will be obtained by no later than February 17, 2026;
- b. a fairness opinion from Ernst & Young LLP (“E&Y”) in respect of the Plan (the “**Fairness Opinion**”, which is described further below) will be received by no later than March 6, 2026;
- c. the Plan will be approved by the requisite majority of votes cast at the Secured Creditors Meeting and the Unsecured Creditors Meeting (both of which are defined below), or the Court shall approve the Plan, notwithstanding such approvals have been obtained, by no later than April 17, 2026;
- d. the Plan will be approved by the Court pursuant to the Final Order, by no later than April 30, 2026, and the Final Order shall be in form and content satisfactory to the HPS Parties, in their sole discretion; and
- e. the Arrangement will be implemented pursuant to the Plan and the Final Order by no later than the Outside Date (May 1, 2026).

91. Pursuant to the Support Agreement, the Company Parties and the HPS Parties have agreed that the proposed transaction will be implemented by way of an arrangement under the Act. CFFI believes that this is the most prudent path towards a going concern solution given, among other things: (i) the Act will provide an efficient and cost-effective means by which the transaction can be implemented, taking into account the complexity of the transaction terms and the volume of CFFI's stakeholders; (ii) it is intended that this will help maintain the status quo and operations of CFFI's various investment entities and minimize disruptions from such entities' stakeholders and contractual counterparties; and (iii) commencing such proceedings will not preclude the possibility of a "Superior Transaction", as described further below.

92. Importantly, under the Support Agreement, the HPS Parties and the Company Parties agreed that if the Arrangement is not implemented pursuant to the Plan for any reason, they will consider and negotiate in good faith and, if practicable, consummate the Arrangement by way of an alternative implementation method or proceeding (an "**Alternative Implementation Process**"), including by means of a Secured Creditor Arrangement (as defined below).

93. The Company Parties and HPS Parties also agreed in the Support Agreement that to the extent CFFI receives a *bona fide* unsolicited written proposal, it is permitted to negotiate and enter into a transaction in respect of such proposal (a "**Superior Transaction**") if the CFFI Board of Directors determines based on legal and financial advice that such proposal would reasonably be expected to result in a transaction more favourable to CFFI and the HPS Parties than the Arrangement. In the event a Superior Transaction is pursued by CFFI, the Support Agreement may be terminated by CFFI (on behalf of the Company Parties) by the provision of written notice to HPS. Accordingly, CFFI will be able to pursue an alternative transaction notwithstanding the execution of the Support Agreement or the commencement of arrangement proceedings should a Superior Transaction emerge.

*d) Fairness Considerations*

94. In anticipation of making this Application, CFFI engaged E&Y to prepare the Fairness Opinion with a view to making it available to Secured Creditors and Unsecured Creditors to assist in their respective considerations of the Plan.

95. E&Y is in the process of preparing a Fairness Opinion with respect to the Arrangement which will be provided to CFFI by no later than March 6, 2026. Copies of the Fairness Opinion will be distributed to all Secured Creditors and Unsecured Creditors in accordance with the terms of the proposed Interim Order (as discussed below) upon receipt and prior to the Meetings (as defined below).

96. Importantly, the Arrangement has been structured by CFFI in a manner which ensures transparency and fairness for all affected parties and expressly preserves the discretion of the CFFI Board of Directors to pursue a Superior Transaction to the extent CFFI receives a *bona fide* proposal that could reasonably be expected to result in a transaction more favourable to CFFI and the HPS Parties than the Arrangement. Further, in recognition of the critical need for the outstanding HPS Secured Debt Obligations to be repaid or resolved as soon as possible for the benefit of both CFFI (and its stakeholders) and the HPS Parties, the Plan requires CFFI and the HPS Parties to negotiate in good faith and, if practicable, consummate the Arrangement by way of an alternative implementation method or proceeding, should the current Arrangement pursuant to the Plan not be implementable for any reason.

97. Finally, the Arrangement is structured so as to ensure that the Priority Secured Debt and other obligations assumed by AcquireCo match the fair market value of the CFFI Assets as of the Effective Date transferred within the Arrangement. The capital structure of AcquireCo will accordingly be right-sized from CFFI's current structure by creating symmetry between AcquireCo's secured obligations and the fair market value of the CFFI Assets.

98. Accordingly, from both a process and a substantive perspective, the Arrangement has been structured to be fair to CFFI, the HPS Parties, and other stakeholders.

#### INTERIM ORDER

99. A copy of the draft Interim Order is attached as **Exhibit "G"** to this Affidavit.

##### *a) Meeting Procedures*

100. CFFI proposes in the draft Interim Order that the meeting of the Secured Creditors (the "**Secured Creditors Meeting**") be held at 10:00 a.m. (Atlantic time) on April 17, 2026 and the meeting of the Unsecured Creditors (the "**Unsecured Creditors Meeting**") and together with the

Secured Creditors Meeting, the “Meetings”) be held at 11:00 a.m. on April 17, 2026, in each case to permit the Secured Creditors and Unsecured Creditors to consider and, if deemed advisable, pass a resolution authorizing, adopting and approving, with or without variation, the Arrangement and all transactions contemplated therein.

101. The only persons entitled to attend the Meetings are the Secured Creditors and Unsecured Creditors (each determined as of the Record Date), together with the officers, directors and advisers of CFFI and such other persons who receive the permission of the Chair of the applicable Meeting. The record date for determining: (a) the Secured Creditors entitled to receive a notice of meeting and a proxy and to vote at Secured Creditors Meeting; and (b) the Unsecured Creditors entitled to receive a notice of meeting and a proxy and to vote at the Unsecured Creditors Meeting is proposed to be set at 5:00 p.m. (Atlantic time) on the Record Date (February 10, 2026).

102. To the extent any Secured Creditor or Unsecured Creditor disputes the value ascribed to its claim in the applicable creditor proxy, such claim will be considered a “Disputed Claim”. Any Secured Creditor or Unsecured Creditor with a Disputed Claim must notify CFFI of its dispute in writing and with supporting documentation by no later than April 10, 2026, failing which the Disputed Claim will be deemed to be the value ascribed to it in the applicable creditor proxy based on the books and records of CFFI as at the Record Date.

103. Quorum for the Meetings is defined in the draft Interim Order as two or more persons entitled to vote at the applicable Meeting present in person or by proxy at the outset of such Meeting. Only the Secured Creditors and the Unsecured Creditors, each determined as at the Record Date, are entitled to vote at the applicable Meeting.

104. Under the Interim Order, the voting procedures at the Meetings are proposed to be as follows:

- a. completed creditor proxies must be forwarded to McInnes Cooper in the manner specified in the Disclosure Statement on or before 5:00 p.m. (Atlantic time) on April 15, 2026;
- b. all Convenience Class Creditors will be deemed to vote in favour of the Arrangement as part of the Unsecured Creditors’ class in an amount equal to the

applicable Convenience Class Claim and no Convenience Class Creditors will be entitled to vote at the Unsecured Creditors Meeting, whether in person or by proxy;

- c. votes taken at the Secured Creditors Meeting will be on the basis that each Secured Creditor as of the Record Date will be entitled to one vote for each \$1.00 of Secured Claims, as reflected in the books and records of CFFI on the Record Date and shown in the applicable creditor proxy;
- d. votes taken at the Unsecured Creditors Meeting will be on the basis that each Unsecured Creditor (other than Convenience Class Creditors) as of the Record Date will be entitled to one vote for each \$1.00 of Unsecured Claims, as reflected in the books and records of CFFI on the Record Date and shown in the applicable creditor proxy;
- e. each Secured Creditor or Unsecured Creditor holding a Disputed Claim that has not been resolved through agreement with CFFI and HPS or determination by the Court prior to the time of the Secured Creditors Meeting or Unsecured Creditors Meeting, as applicable, will be entitled to attend the applicable Meeting and vote the Disputed Claim in the manner described above (i.e. one vote for each \$1.00 of Secured Claims or Unsecured Claims, as applicable) based on the value ascribed to such Disputed Claim in the creditor proxy. A separate record of votes cast by creditors holding Disputed Claims will be maintained by CFFI and reported to the Court; and
- f. in order for the Plan to be considered to have been approved at each of the Meetings, subject to further Order of the Court and paragraph 42 of the Interim Order regarding a Secured Creditor Arrangement (defined and discussed further below), each resolution at the Secured Creditors Meeting and the Unsecured Creditors Meeting must be passed, with or without variation, by an affirmative vote of not less than 75% of the aggregate votes of the Secured Creditors or Unsecured Creditors (including Convenience Class Creditors deemed to vote in favour of the Arrangement), as applicable, each voting in a single class in person or by proxy, and a majority in number.

105. Under the draft Interim Order, and subject to the terms of the Support Agreement, CFFI is authorized to make amendments, modifications or supplements to the Arrangement and the Plan as it may determine are appropriate, provided that if any such amendments, modifications or supplements would, if disclosed, reasonably be expected to affect a Secured Creditor's or Unsecured Creditor's (other than a Convenience Class Creditor's) decision to vote for or against the Plan, such amendment, modification or supplement must be distributed at least five business days prior to the relevant Meeting by pre-paid mail, courier, email or by the method most reasonably practicable in the circumstances.

106. Upon obtaining approval of the Arrangement at each of the Meetings, or approval of a Secured Creditor Arrangement (defined and discussed below), CFFI is requesting Court approval in the Interim Order to bring the Final Application before the Court on April 30, 2026 for final approval of the Arrangement.

107. The Interim Order provides that any person who wishes to oppose the Final Application must file with the Court and serve on the lawyers for CFFI and HPS and on all parties listed in paragraph 40 of the Interim Order a copy of all materials to be relied on in opposition to the Final Application by no later than 5:00 p.m. (Atlantic time) on the date that is three business days prior to the hearing of the Final Application.

*b) Meeting Materials*

108. CFFI is proposing under the Interim Order to distribute to each of the Secured Creditors and Unsecured Creditors: (a) a notice of meeting and a proxy in the forms attached as Exhibits H and I to the Disclosure Statement; (b) a copy of the Disclosure Statement; (c) a copy of the Interim Order; (d) a copy of the Plan; and (e) to Unsecured Creditors only, a Convenience Class Claim Election (collectively, the "**Meeting Packages**") by one or more recognized courier services, email, or such other means as CFFI may determine are reasonable in the circumstances. Such materials must be sent out by CFFI within five business days of the granting of the Interim Order or as soon as practicable thereafter.

109. The Interim Order permits CFFI to give notice of the Interim Order and any other materials, notices and orders in these proceedings by forwarding originals or true copies by prepaid ordinary mail, courier, personal delivery or electronic transmissions to the Secured Creditors, Unsecured

Creditors or other interested parties at their respective addresses as shown on CFFI's records. The Interim Order deems such notice for all purposes to have been received on the following timeframes:

- a. if sent by courier, one business day after receipt by the courier;
- b. if delivered in person, upon receipt by the intended addressee; and
- c. if delivered by email or other electronic means, upon the transmission thereof.

*c) Stay of Proceedings*

110. The Interim Order includes a provision granting a stay of proceedings from 12:01 a.m. (Atlantic time) on the date of the Interim Order until and including the earlier of the Effective Date and the date these proceedings are terminated (the "Stay of Proceedings"). The Stay of Proceedings precluding the exercise of any right, remedy or proceeding against or in respect of CFFI, or any of its present or future property, assets, rights or undertakings by:

- a. any of the Secured Creditors or Unsecured Creditors in respect of any payable, potential payable, monetary liability, default or event of default existing under any existing loans, notes, commitments, contracts, guarantees, agreements, arrangements or at law; or
- b. any person that is a party or a beneficiary of any other payable, potential payable, monetary liability, loan, note, commitment, contract, guarantee, or other agreement or arrangement with one or more of CFFI and its direct and indirect subsidiaries by reason of any of the matters noted in the Interim Order,

in each case, except with the prior consent of CFFI or leave of the Court.

111. The proposed Stay of Proceedings is necessary to permit CFFI to complete the Arrangement without any risk that any party will frustrate the Arrangement by purporting to take enforcement action with respect to any of the Secured Claims or Unsecured Claims, or any other contract that may include an "Event of Default" provision triggered on, or as a result of, any of the matters noted in the Interim Order. The proposed Stay of Proceedings is intended to have the minimum impact on others' rights as is necessary to permit the Arrangement to be completed.

112. The proposed Stay of Proceedings will provide CFFI with the stability needed to finalize the Arrangement on terms that are fair and reasonable to CFFI and its stakeholders and is necessary in order to complete the Arrangement.

113. Importantly, the Interim Order expressly permits: (a) any interested party to make a motion to vary or amend the Interim Order; and (b) any person affected by the Interim Order who did not receive notice in advance of the hearing of the application for the Interim Order to make a motion to vary or amend the Interim Order within five days of such person being served with a copy of the Interim Order.

114. The Interim Order provides that the provisions of the Interim Order relating to calling, holding and conduct of the Secured Creditors Meeting will continue to apply with respect to the Secured Claims in the event that CFFI seeks approval of a plan of arrangement wherein only the Secured Claims are proposed to be arranged (and not the Unsecured Claims) (a “**Secured Creditor Arrangement**”), and that any votes cast at the Secured Creditors Meeting may be counted in favour of a resolution of the Secured Creditors approving the Secured Creditor Arrangement.

115. In the event that the Unsecured Creditors do not pass a resolution approving of the Arrangement, it is anticipated that CFFI will seek approval of a Secured Creditor Arrangement, in reliance on and in accordance with the provisions of the Support Agreement relating to an Alternative Implementation Process. CFFI expects that based on the value of the debt outstanding under the Note Purchase Agreement and the number of Secured Creditors, approval of the Arrangement at the Secured Creditors Meeting is certain, subject to the terms of the Support Agreement.

Sworn to/Affirmed before me  
On February 14, 2026  
At Halifax, Nova Scotia,

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A Barrister of the Supreme Court  
of Nova Scotia

**BRITTANY BARTLETT**

STEPHEN KINGSTON  
A Barrister of the Supreme  
Court of Nova Scotia

2026

Hfx No. \_\_\_\_\_

This is Exhibit "B" referred to in the Affidavit  
of Brittany Bartlett, sworn to before me on  
March 11, 2026.



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A Barrister of the Supreme Court  
of Nova Scotia

**STEPHEN KINGSTON**  
Barrister of the Supreme  
Court of Nova Scotia

FEB 18 2026

HALIFAX, N.S. CB

2026

Hfx No. 551005

SUPREME COURT OF NOVA SCOTIA

In the Matter of the **Companies Act**, R.S.N.S. 1989, c. 81 (the "Act")

And in the Matter of an Application by **CFFI Ventures Inc.** for relief pursuant to Section 130 of the Act

PRELIMINARY INTERIM ORDER

BEFORE THE HONOURABLE JUSTICE JOHN KEITH IN CHAMBERS:

**UPON** CFFI Ventures Inc. ("**CFFI**") having applied for an Interim Order for the advice and directions of this Honourable Court pursuant to Subsection 130(1) of the Act in connection with an Arrangement;

**AND UPON** CFFI having sought an abridgement of the time requirements for the filing of this Application, pursuant to Civil Procedure Rule 2.03(1)(c);

**AND UPON** reading the Affidavit of Brittany Bartlett sworn February 14, 2026, and the Exhibits appended thereto (the "**Filing Affidavit**"), together with all other materials filed in relation to the Application;

**AND UPON** hearing Stephen Kingston on behalf of CFFI, together with such other counsel as attended and spoke at the hearing of the Application on February 17, 2026;

IT IS HEREBY ORDERED THAT:

ABRIDGEMENT OF TIME

1. The time requirements for the filing of the present Application are hereby abridged and validated so that this Application is properly returnable today.

DEFINITIONS

2. For the purposes of this Preliminary Interim Order, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the plan of arrangement (as may be amended or varied in accordance with its terms, the "**Plan**") attached as Exhibit "A" to the Filing Affidavit.



### STAY OF PROCEEDINGS

3. From 12:01 a.m. (Atlantic Time) on **February 17, 2026** until and including the earlier of the Effective Date and the date these proceedings are terminated, no right, remedy or proceeding, including, without limitation, any right to terminate, demand, accelerate, set off, amend, declare in default or take any other action under applicable law or in connection with any loan, note, commitment, contract or other agreement, at law or under contract, may be exercised, commenced or proceeded with against or in respect of CFFI, or any of the present or future property, assets, rights or undertakings of CFFI, of any nature in any location, whether held directly or indirectly by CFFI by:
  - a. Any of the Secured Creditors or Unsecured Creditors in respect of any payable, potential payable, monetary liability, default or event of default under any existing loans, notes, commitments, contracts, guarantees, agreements, arrangements or at law;
  - b. Any person that is party to or a beneficiary of any other payable, potential payable, monetary liability, loan, note, commitment, contract, guarantee or other agreement or arrangement with one or more of CFFI and its direct and indirect subsidiaries (collectively, the "**CFFI Group**"), against or in respect of any of the CFFI Group, or any of the present or future property, assets, rights or undertakings of any of the CFFI Group, of any nature in any location, whether held directly or indirectly by any of the CFFI Group, by reason or as a result of:
    - i. CFFI having made an application to this Court pursuant to Subsection 130(1) of the *Companies Act*;
    - ii. CFFI being a party to or involved in this proceeding, any ancillary proceedings or the Arrangement;
    - iii. the provisions of this Preliminary Interim Order or any other order in these proceedings or any ancillary proceedings;
    - iv. the Arrangement or any of the steps, transactions or proceedings contemplated thereby or relating thereto, however or whatever taken;
    - v. the non-payment of principal, interest and any other amounts due and payable in respect of any of the obligations owing to any Secured Creditor or Unsecured Creditor, or the expiry of any applicable grace periods in respect of such obligations;
    - vi. any default or cross-default arising under any agreement to which CFFI or any of the CFFI Group is a party as a result of any default or event of default under any other circumstances listed above,

in each case except with the prior consent of CFFI or leave of this Court, provided that this paragraph 3 shall not apply to the termination of the Support Agreement in accordance with its respective terms.

**GENERAL**

- 4. Any interested party may make a Motion seeking to vary or amend this Order upon such notice as required by the *Civil Procedure Rules* or such other notice as the Court may order.
- 5. Any person affected by this Order who did not receive notice in advance of the hearing of the Application for this Order may make a Motion seeking to vary or amend this Order within five days of such person being served with a copy of this Order.

**PRECEDENCE**

- 6. To the extent of any inconsistency or discrepancy with respect to the matters provided for in this Preliminary Interim Order, as between this Preliminary Interim Order and the articles or by-laws of CFFI or the terms of any instrument creating, governing or collateral to CFFI's obligations to any Secured Creditor or Unsecured Creditor, this Preliminary Interim Order shall govern.

**EXTRA-TERRITORIAL ASSISTANCE**

- 7. This Court seeks and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or territory and any court or any judicial, regulatory or administrative body of the United States or other country to act in aid of and to assist this Court in carrying out the terms of this Preliminary Interim Order.

**APPLICATION FOR INTERIM ORDER**

- 8. CFFI's Application for an Interim Order, which includes relief not included in this Preliminary Interim Order, shall be heard in this Honourable Court on **Friday, February 27, 2026 at 9:30 a.m.**

DATED at Halifax, Nova Scotia this 17<sup>th</sup> day of February, 2026.

IN THE SUPREME COURT  
COUNTY OF HALIFAX, N.S.  
I hereby certify that the foregoing document,  
identified by the seal of the court, is a true  
copy of the original document on the file herein.

**FEB 18 2026**

*Carrie Butler*  
Deputy Prothonotary

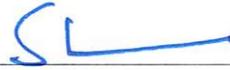
**CARRIE BUTLER**  
Deputy Prothonotary

*Carrie Butler*  
PROTHONOTARY  
**CARRIE BUTLER**  
Deputy Prothonotary

2026

Hfx No. \_\_\_\_\_

This is Exhibit "C" referred to in the Affidavit  
of Brittany Bartlett, sworn to before me on  
March 11, 2026.



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A Barrister of the Supreme Court  
of Nova Scotia

**STEPHEN KINGSTON**  
A Barrister of the Supreme  
Court of Nova Scotia

March 5, 2026

**PRIVATE AND CONFIDENTIAL**

CFFI Ventures Inc.  
741 Bedford Highway  
Halifax, Nova Scotia  
B3M 2M1

Attention: Special Committee of the Board of Directors

Dear Mr. Stan Spavold, Director & President  
Ms. Brittany Bartlett, Vice President & Chief Financial Officer

**Re: CFFI Ventures Inc. Proposed Plan of Arrangement Transaction**

**Introduction**

Ernst & Young LLP ("EY") understands that CFFI Ventures Inc. ("CFFI") is pursuing a recapitalization transaction (the "Proposed Transaction") by way of a Plan of Arrangement (the "Plan") under Section 130 of the Nova Scotia Companies Act (the "Act").

The terms of the Proposed Transaction are set forth in the draft proposed Plan of Arrangement dated February 17, 2026.

EY has been engaged by McInnes Cooper ("MC") to provide fairness opinion services to the CFFI Board of Directors in connection with the Proposed Transaction in accordance with the terms and conditions of our engagement letter dated January 6, 2026.

This fairness opinion has been prepared in conformity with the Practice Standards of the Canadian Institute of Chartered Business Valuators.

All currency amounts stated herein are in Canadian dollars, unless otherwise noted.

**The Proposed Transaction**

EY understands and assumes the information set out below with respect to the Proposed Transaction<sup>1</sup>

HPS (as defined below) will establish a new corporation ("AcquireCo") that will acquire substantially all of the assets of CFFI, including various equity interests, cash, receivables, and art in exchange for the assignment of various liabilities and obligations, including debt of CFFI which ranks in priority to amounts owing to HPS, along with a portion of the HPS debt (the "HPS Debt"), and the "contingent value rights" that are proposed to be provided

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<sup>1</sup> See the draft proposed Plan of Arrangement dated February 17, 2026 for the transaction details.

to applicable secured and unsecured creditors (such that AcquireCo would be responsible for any payments thereunder). The portion of the HPS Debt to be assumed pursuant to the Proposed Transaction (the "HPS Assumed Debt") is to be equal to the fair market value of the acquired assets of \$367.0 million. HPS will own 100% of the equity of AcquireCo.

### Classes of Creditors

There are two classes of creditors contemplated under the Plan:

1. "Secured Creditors" comprised of:
  - i. Three HPS funds (MP III Offshore Master Lux, L.P., Mezzanine Partners III, L.P., AP Mezzanine Partners III L.P.) collectively, "HPS"), holding the HPS Debt, which totals approximately \$1,076 million.
  - ii. FPR Financial Corporation, a related party of CFFI, holding a claim of approximately \$2.9 million pursuant to a promissory note (the "FPR Note"), secured against certain potential equity distributions to CFFI on a subordinate basis.
  - iii. SFPC Quantum LP, holding a guarantee (the "SFPC Guarantee") from CFFI for a \$30.6 million loan to Cormorant Utility Services Limited ("Cormorant") (in which CFFI holds an equity interest). The loan matures January 4, 2027 and is secured on a subordinate basis other than with respect to CFFI's equity interest in Cormorant, for which HPS is subordinate.
2. "Unsecured Creditors" comprised of all creditors that are not holders of secured claims, including:
  - i. Trade creditors.
  - ii. The counterparty to a put option liability (approximately \$3.0 million).
  - iii. Two individuals owed approximately \$24.9 million in aggregate.
  - iv. Canada Revenue Agency, with an alleged corporate income tax claim of approximately \$332 million, which is disputed by CFFI.
  - v. Three HPS funds (MP III Offshore Master Lux, L.P., Mezzanine Partners III, L.P., AP Mezzanine Partners III L.P.), holding the HPS Debt that is not part of the HPS Assumed Debt will be treated as unsecured under the Plan (the "Impaired HPS Debt").

Unsecured creditors holding a claim of \$15,000 or less ("Convenience Class Creditors") will be paid in full in cash. We understand that approximately 2/3rds of unsecured creditors will be deemed to be Convenience Class Creditors.

CFFI shareholders, Secured Creditors, and Unsecured Creditors are collectively referred to as the "CFFI Parties" below.

### Treatment of Claims

The HPS Assumed Debt and claims in priority to the HPS Assumed Debt (i.e., the SFPC Guarantee, solely with respect to CFFI's interest in Cormorant's equity) (collectively, the "Priority Secured Debt") will be assumed by AcquireCo.

Secured claims that are subordinate to the Priority Secured Debt (i.e., the FPR Note and the SFPC Guarantee with respect to assets other than CFFI's interest in Cormorant's equity) (collectively, the "Subordinate Secured Debt") will receive Contingent Value "A" Rights (as described below) in exchange for full and final settlement of their Subordinate Secured Debt.

Convenience Class Creditors will be paid in full in cash from a \$250,000 convenience class pool (the "Convenience Class Pool"), leaving approximately \$170,000 in the Convenience Class Pool. Other unsecured creditors can elect to receive a \$15,000 payment from the remaining portion of the Convenience Class Pool, in which case they shall be deemed to vote in favour of the Plan, provided that, to the extent the Convenience Class Pool is oversubscribed to, such electing unsecured creditors will receive a pro rata share of the remainder of the Convenience Class Pool based on relative claim value.

Unsecured creditors (other than Convenience Class Creditors and those electing to receive payment from the Convenience Class Pool) will receive Contingent Value "B" Rights (as described below) in exchange for full and final settlement of their unsecured claims.

The "Contingent Value "A" Rights" and "Contingent Value "B" Rights" are based on the form appended to the Plan in Schedules E and F.

### **Purpose of the Engagement**

In connection with the Proposed Transaction to be filed with the Supreme Court of Nova Scotia, the CFFI Board of Directors, (the "Board") has requested that EY provide an opinion (the "Opinion") as to, on the basis our review and subject to the assumptions and limitations noted herein:

- Whether the Proposed Transaction is fair from a financial point of view to CFFI.
- The treatment of the CFFI Parties under the Plan compared to a liquidation of CFFI.

The Opinion has been prepared to provide information for consideration by the Board and the CFFI Parties of CFFI with respect to the Proposed Transaction, but does not constitute a recommendation to any party as to any course of action they might take. Despite any conclusions reached herein, the circumstances of any individual CFFI Party will necessarily determine what course of action they will take in responding to the Plan.

### Independence of EY

EY has developed this Opinion on the basis of an independent review and analysis of CFFI. The analysis herein and the valuation conclusions reached are those of the professionals within EY.

EY is independent of all “interested parties” to the Proposed Transaction, in accordance with the requirements of MI 61-101<sup>2</sup> and EY’s professional standards:

- Over the past three years EY has not performed any professional services to CFFI. EY performs financial statement audit services for one CFFI investee entity, World Energy GH2 Inc., and advisory services for one CFFI investee entity, Cormorant Utility Services Limited. No professional services were provided to Mr. John Risley during the past three years.
- EY has no financial interest in CFFI or in the outcome of the Proposed Transaction.
- EY has not conducted a prior valuation of CFFI.
- There are no understandings or agreements between EY and CFFI or its associates or affiliates, with respect to future business dealings.
- EY’s fees are not contingent on the completion of the Proposed Transaction or on the conclusions expressed herein.

### Scope of Review

In developing this Opinion, EY has had discussions with the management of CFFI (“Management”), conducted the procedures noted below, and relied on information obtained from these general procedures, among others:

1. Reviewed the draft Plan of Arrangement dated February 17, 2026 for an understanding of the terms of the Proposed Transaction.
2. Reviewed the unaudited historical annual financial statements of CFFI for the year ended December 31, 2025 and the annual financial statements for the year ended December 31, 2024 with accompanying review engagement report prepared by BDO Canada LLP to obtain an understanding of the cost, revenue, investment and financing structure, and the results of operations in terms of revenues, profits, and cash flows.
3. In order to assess value of CFFI’s financial interests in holding companies, operating companies, and investment funds (collectively, the “Investee Entities”), we have reviewed information on each Investee Entity. The assets to be transferred to AcquireCo including the information reviewed for the Investee Entities has included:
  - a. CFFI management internally prepared calculations of fair market value for each Investee Entity.

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<sup>2</sup> While the Proposed Transaction does not fall under MI 61-101 Protection of Minority Security Holders in Special Transactions, EY has applied its guidance in assessing independence.

- b. Background materials concerning the businesses, as well as industry data and information considered relevant to formulating a view of the fair market value.
  - c. Historical financial statements.
  - d. Financial projections, to the extent they are available, to obtain an understanding of future prospects, initiatives, risks, and opportunities.
  - e. Board of Director presentations.
  - f. A range of economic, investment, stock market trading, and acquisition transaction data in the process of developing factors and rates of return relevant to estimating the fair market value.
  - g. Shareholder agreements.
  - h. Organization charts, capitalization tables, share issuance agreements, or other information to obtain an understanding of the relative ownership interests.
4. Applied the valuation approaches and methods we deemed most appropriate in the circumstances for each Investee Entity and each Investee Entities' investments in additional entities.
5. Reviewed an independent expert report from a qualified, experienced third party expert on the fair market value of the portfolio of artwork as at February 19, 2026.
6. Obtained a letter of representation as to certain factual matters and the completeness and accuracy of certain information upon which our fairness opinion is based, addressed to us and dated as of the date hereof, provided by Management (the "Management Representation Letter").
7. Evaluated the Proposed Transaction on the basis of fairness from a financial point of view to CFFI.
8. Evaluated the Proposed Transaction on the basis of fairness from a financial point of view to the CFFI Parties relative to a liquidation.

### **Assumptions and Limitations**

EY has relied upon the completeness, accuracy and fair presentation of all of the financial and other information obtained from public sources and from CFFI for purposes of developing this Opinion. The Opinion is conditional upon the completeness and accuracy of such information. Subject to the exercise of professional judgement and except as expressly described herein, we have not attempted to verify the completeness, accuracy or fair presentation of any of the information relied upon in developing this assessment of financial fairness. The attached Schedule of Limiting Conditions in Appendix B includes additional assumptions concerning the information reviewed.

Management of CFFI has represented to us that, the information provided by CFFI is true and correct in all material respects, and there have been no changes in facts subsequent to the provision of such information that is material to the conclusion herein.

This Opinion has been prepared for the specific purpose identified above and it is not to be used in any other context without the express written consent of EY. This Opinion has been developed as of the date of this letter on the basis of identifiable information and EY has not undertaken to update it to any other date. Should information relevant to our conclusions become available to EY subsequent to the date of this letter, EY reserves the right, but will be under no obligation, to revise our Opinion.

In completing this Opinion, EY has made numerous assumptions with respect to economic, industry, and company performance and expectations that are matters over which EY has no control.

Going concern business value and associated evaluations of transaction fairness are inherently and inescapably a matter of implicit or explicit perceptions of the potential future economic performance of the business under consideration and the environment in which that performance will take place. Recognizing that those perceptions are developed under conditions where neither contractual nor other bases exist to ensure that actual operating results will conform to the assumptions employed for valuation purposes, this analysis necessarily works with contingent and uncertain information and there is a corresponding degree of uncertainty in the resultant estimates of value. It must accordingly be recognized that CFFI and EY do not warrant that the projections and estimates employed in developing this Opinion represent commitments as to what the future performance of the business will be.

This Opinion is considered to be a reasonable evaluation on the basis of the information and assumptions upon which they are predicated and as of the time when they were developed. However, should significant deviations from these assumptions emerge in the future, the evaluation may cease to be representative.

EY believes that an evaluation of the fairness of a proposed transaction from a financial point of view must be considered as a whole and that selecting portions of the analysis without considering the other factors and analyses may create a misleading view of the evaluation process.

### **Value Standard**

In assessing the adequacy of financial value, EY has applied the concept of fair market value as the relevant assessment benchmark on a basis consistent with the guidance of Multilateral Instrument 61-101 - Protection of Minority Security Holders in Special Transactions ("MI 61-101"). Fair market value is defined in MI 61-101 as:

*"The monetary consideration that, in an open and unrestricted market, a prudent and informed buyer would pay to a prudent and informed seller, each acting at arm's length with the other and under no compulsion to act."*

### **Financial Fairness Considerations**

Depending on circumstances and the nature of the transaction under review, the reasonability of transaction values may be assessed through valuation analyses and the comparison of financial metrics and factors implied by the transaction. For example: implied transaction multiples may be compared to public company trading and transaction data; and implied internal rates of return may be compared to return expectations for the subject business (or underlying investee businesses), in light of risk profile.

As part of our review, EY has conducted independent analyses relating to individual values assigned to underlying CFFI investments, including valuation modelling and review of implied transaction multiples and implied rates of return, relative to public data and our analyses, among other factors.

Depending on circumstances and the nature of each Investee Entity, we applied the approaches and methods deemed most appropriate in the circumstances.

### **Consideration of Liquidation Alternative**

EY has also assessed whether CFFI Parties would be in a better or worse position, from a financial point of view, under the Plan than if CFFI were liquidated.

EY considered a liquidation scenario that contemplates assumptions that would be required to arrive at estimated ranges of recoveries for the various assets, inclusive of investments, of CFFI in a liquidation process. EY also relied upon the discussions, documents, and materials referred to under "Scope of Review", discussed with Management the alternatives available to CFFI, and considered, among other things, the following matters:

1. In a liquidation process, prospective buyers will be aware that the seller is compelled to sell its assets within a specified timeline, which may have a negative impact on the value realized.
2. A liquidation process may have a negative impact on the value of select CFFI's Investee Entities' businesses as customers, suppliers, creditors, and employees of CFFI and its Investee Entities react to protect or enhance their interests.
3. A liquidation process would give rise to additional legal and financial advisory costs to implement the liquidation and engage in the associated insolvency proceedings. These costs would be recovered from estate proceeds otherwise available to the CFFI Parties.

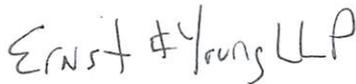
4. Based on our liquidation analysis, the CFFI shareholder, Subordinate Secured Debt holders and Unsecured Creditors would not be expected to receive any recovery in a liquidation.
5. Based on our fairness review, the HPS Debt significantly exceeds the fair market value of the assets being transferred to AcquireCo.
6. The Proposed Transaction would significantly reduce the total amount of debt outstanding and would reduce the risk that AcquireCo's cash flow from operations and available liquidity would be insufficient to provide adequate funds to finance the operating expenditures necessary to execute its operating strategy and service its debt. Following the closing of the Proposed Transaction, AcquireCo would be in a better financial position to execute on a strategy to maximize value from its portfolio of Investee Entities.

#### **Fairness Conclusion**

On the basis of our review and subject to the assumptions and limitations noted herein, it is our opinion that:

- the Proposed Transaction is fair from a financial point of view to CFFI;
- CFFI's shareholders would not be in a worse position, from a financial point of view, under the Proposed Transaction than if CFFI was liquidated; and
- CFFI's Secured Creditors and Unsecured Creditors would be in a better position, from a financial point of view, under the Proposed Transaction than if CFFI was liquidated.

Sincerely,

A handwritten signature in black ink that reads 'Ernst & Young LLP'.

**Ernst & Young LLP**

**APPENDIX A - ASSETS TO BE TRANSFERRED FROM CFFI TO ACQUIRECO**

| Equity interests in Investee Entities (including advances) | CFFI ownership interest |
|--|-------------------------|
| Horizon Maritime Services Ltd.                             | 100.0%                  |
| Horizon Maritime Offshore A/S                              | 100.0%                  |
| CFFI UK Ventures (Barbados) Limited                        | 100.0%                  |
| Northern Private Capital Fund I LP                         | 26.7%                   |
| Northern Private Capital GP 1 Ltd.                         | 50.0%                   |
| Northern Private Capital Ltd.                              | 50.0%                   |
| CB Growth Holdings Limited (Beneficial interest)           | 5.8%                    |
| Cormorant Utility Services Limited                         | 39.8%                   |
| Biox USA Limited   | 100.0%                  |
| BIOX Holdings LLC  | 100.0%                  |
| Metric Partners LP   | 100.0%                  |
| CFFI USA Holdings Inc.                                     | 100.0%                  |
| OpenScreen Holdings Inc.                                   | 50.0%                   |
| Mara Renewables Corp.                                      | 36.8%                   |
| Skinfix Inc.   | 32.3%                   |
| World Energy GH2 Inc.                                      | 10.0%                   |
| Valent Low-Carbon Technologies Inc.                        | 26.1%                   |
| Boomerswork Employment Services Inc.                       | 6.5%                    |
| Graphite Innovation and Technologies Inc.                  | 1.9%                    |
| DeNova Inc.  | 1.7%                    |
| Sandpiper Investment Fund Limited Partnership              | 1.2%                    |
| Enlighten Innovations Inc.                                 | 0.8%                    |
| Artwork  | 100.0%                  |

## APPENDIX B - SCHEDULE OF LIMITING CONDITIONS

1. Ernst & Young LLP ("EY") has prepared this fairness opinion solely for the purpose stated, and it should not be used for any other purpose. In carrying out our work, we have worked solely on the instructions of our client and this fairness opinion has been prepared solely for the use of CFFI and its Board of Directors. Our fairness opinion may not have considered issues relevant to third parties and EY shall have no responsibility whatsoever to any third party which obtains a copy of this fairness opinion. Any use such a third party may choose to make of this fairness opinion is entirely at its own risk.
2. Provision of valuation conclusions and/or recommendations and considerations of the issues described herein are areas of valuation practice for which we believe that we have knowledge and experience. The services provided are limited to such knowledge and experience and do not represent audit, advisory or tax-related services that may otherwise be provided by EY or another Ernst & Young member firm.
3. No investigation of the title to the subject company and subject assets has been made, and the ownership claims to the subject company and subject assets are assumed to be valid. To the extent that EY's services relate to assets, properties or business interests, EY shall assume no responsibility for matters of legal description or title, and EY shall be entitled to make the following assumptions: (i) title is good and marketable, (ii) there is full compliance with all applicable government regulations and laws (including, without limitation, zoning regulations), and (iii) all required licenses, certificates of occupancy, consents, or legislative or administrative authority from any government, private entity or organization have been or can be obtained or renewed for any use to which EY services relate.
4. The conclusions and/or recommendations contained herein are not intended to apply at any time other than the effective date that is specifically stated in this fairness opinion. Changes in market conditions could materially impact the analysis. We assume no responsibility for changes in market conditions or for the inability to realize the values stated herein.
5. No responsibility is assumed for information furnished by others (including management), and such information is believed to be reliable.
6. In the course of our analysis, we were provided with written information, oral information, and data in electronic form, related to the structure, operation, and financial performance of the subject company and subject assets. We have relied upon this information in our analyses and in the preparation of this fairness opinion and have not independently verified its accuracy or completeness.
7. Certain historical financial data used in our engagement were derived from unaudited financial statements and are the responsibility of management. These financial statements may not have included disclosures required by generally accepted accounting principles. We have not independently verified the accuracy or completeness of the data provided and do not express an opinion or offer any form of assurance regarding its accuracy or completeness.
8. The estimates of cash flow data underlying the analysis herein is solely for use in the valuation analysis. We have not performed an examination or compilation of the underlying cash flow data in accordance with standards prescribed by the Canadian Institute of Chartered Professional Accountants, and, accordingly, do not express an opinion or offer any form of assurance on the underlying cash flow data or their underlying assumptions. Furthermore,

there will usually be differences between estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material.

9. Our fairness opinion assumes full compliance with all applicable federal, provincial, local, and other zoning, usage, environmental and similar laws and regulations, unless otherwise stated.
10. We assume no responsibility for any financial and tax reporting decisions, which are appropriately those of management. It is our understanding that management accepts the responsibility for any financial statement and tax reporting issues with respect to the subject assets.
11. We reserve the right (but will not be obligated) to revise this fairness opinion in light of any relevant information (that we consider material to this fairness opinion) that comes to our attention after the date of issuance.

2026

Hfx No. \_\_\_\_\_

This is Exhibit "D" referred to in the Affidavit  
of Brittany Bartlett, sworn to before me on  
March 11, 2026.



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A Barrister of the Supreme Court  
of Nova Scotia

STEPHEN KINGSTON  
A Barrister of the Supreme  
Court of Nova Scotia

2026

Hfx. No. \_\_\_\_\_

**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:** **The Application of CFFI Ventures Inc. (the "Applicant") for creditor protection under s. 11 of the CCAA, and other relief**

**CONSENT TO ACT**

FTI Consulting Canada Inc. consents to act as an officer of this Court and to act as Monitor of CFFI Ventures Inc. pursuant to any order made by this Court under the CCAA.

Dated at Toronto, Ontario this 11th day of March, 2026

**FTI CONSULTING CANADA INC.**

Per:



\_\_\_\_\_  
Name: Jeffrey Rosenberg  
Title: Senior Managing Director