Form 39.08

Court Administration
FEB 17 2026
Halifax, N.S.

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

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**".[1]

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

[1] 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.

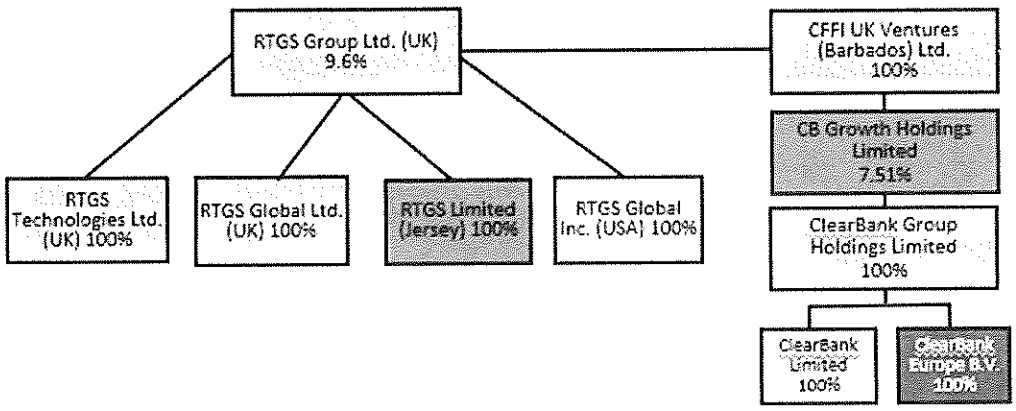
(i) CFFI UK Ventures (Barbados) Limited

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.

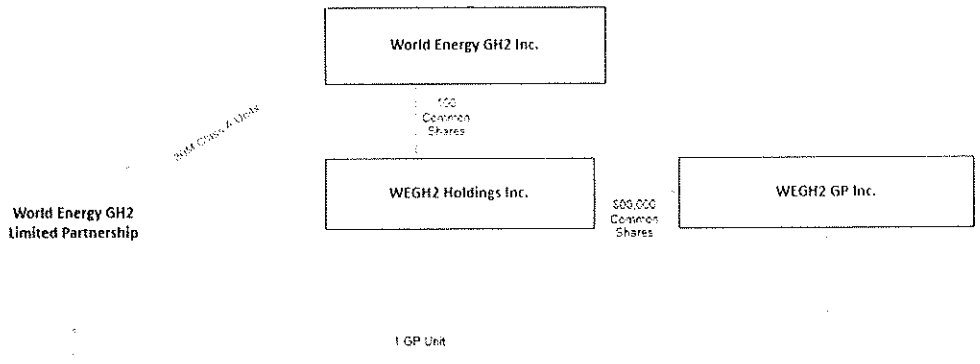
(ii) CFFI USA Holdings Inc.

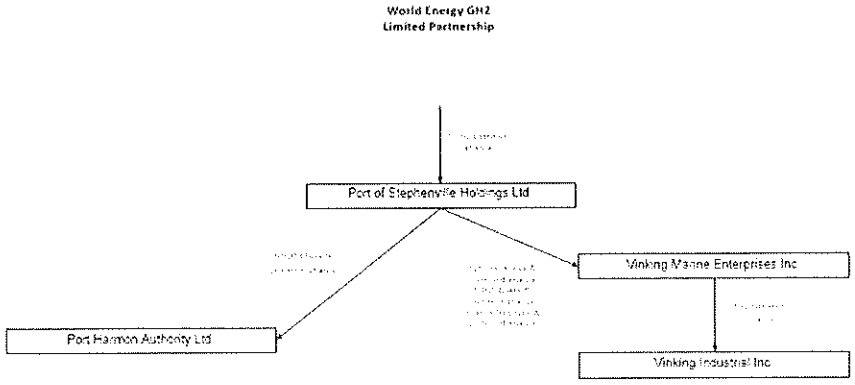
21. CFFI USA Holdings Inc. ("**CFFI USA**") is a holding company incorporated under the laws of Delaware and in respect of which CFFI holds 100% of the issued and outstanding shares. CFFI USA holds a demand promissory note in a company by the name of Servicelink Technologies USA Inc. (dba Portal.io). 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:



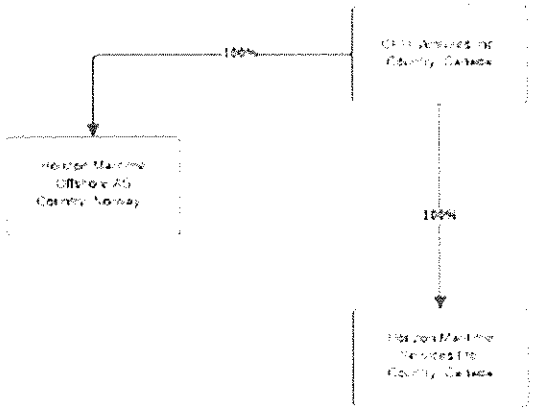


24. Ms. Rorabeck is a director of WE GH2.

(iv) Horizon Maritime

25. "Horizon Maritime" is a family of companies based in St. John's, Newfoundland and Labrador, providing marine services in Canadian waters and harsh/deep water environments around the globe. Among other things, Horizon Maritime owns a fleet of versatile, state-of-the-art vessels equipped for a broad range of demands such as offshore supply and support, subsea intervention and construction and subsea cable repair and maintenance. Horizon Maritime also provides vessel crewing and shoreside support services, tugs, barges and workboats, vessel management and supply base and logistics.

26. The business of Horizon Maritime is conducted through a network of affiliate corporations and partnerships, all of which are owned directly or indirectly, in whole or in part, by CFFI. In particular, and as shown below, CFFI owns all of the issued and outstanding shares of Horizon Maritime Services Ltd. ("**Horizon Services**"), a company incorporated under the CBCA, and Horizon Maritime Offshore AS, a company incorporated pursuant to the laws of Norway ("**Horizon Norway**"). All other companies and partnerships within the Horizon Maritime family of companies are held directly or indirectly by Horizon Services:



27. Both Mr. Spavold and Mr. Sris are Directors of Horizon Services. Mr. Spavold is also a Director of Horizon Norway.

(v) BIOX USA and BIOX Holdings

28. BIOX USA Limited ("**BIOX USA**") and BIOX Holdings, LLC ("**BIOX Holdings**") are both holding companies incorporated in the United States which hold equity interests in World Energy, LLC ("**WE LLC**") and Par 49 Holdings, LLC ("**Par 49**") and their various subsidiaries

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.

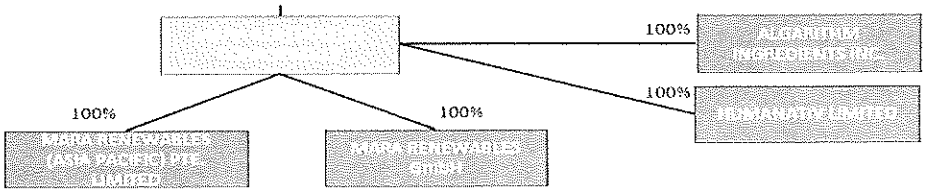
30. Par 49 purchases third party gallons of biofuel, and generates, markets and sells carbon abatement credits generated from the third-party fuel production.

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:



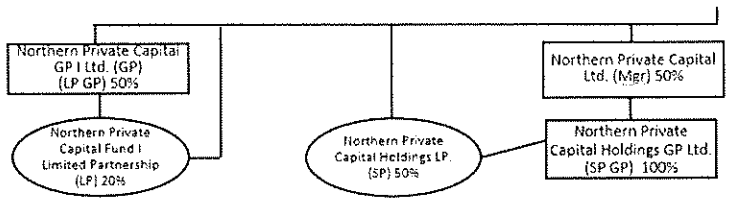
34. CFFI owns 47.19% of the issued and outstanding shares of MARA. Both Mr. Risley and Mr. Spavold are Directors of MARA.

(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:

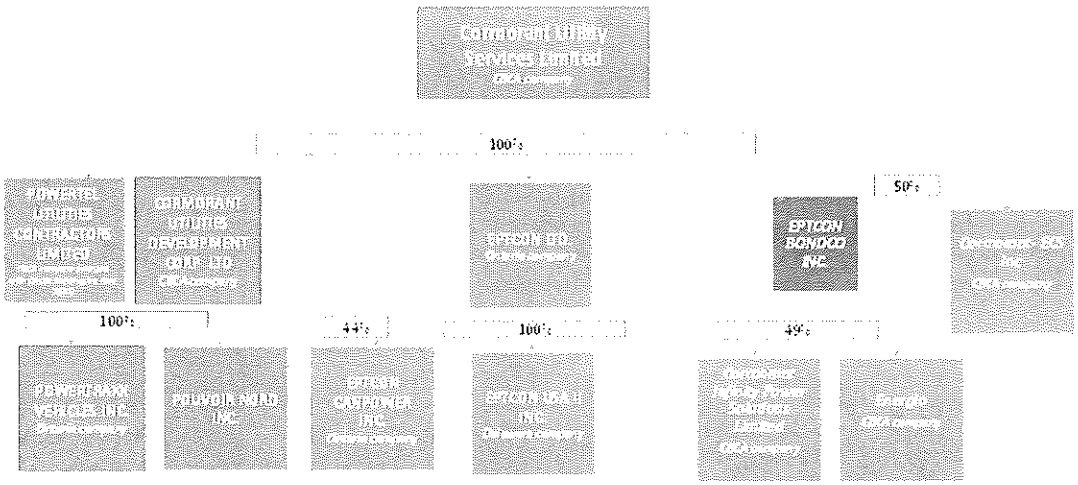


37. Mr. Risley is a Director of both Northern Private Capital corporations.

(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;[2] 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:

Current Assets: $320.3 million	
Cash and cash equivalents	$730,000
Cash held in escrow	$48.2 million[3]
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
Long Term Advances: $62.5 million	
Long term advances	$62.5 million
Investments: $718.6 million	
Investments in controlled subsidiaries	$627.8 million
Investments subject to significant influence	$39.9 million
Investments in publicly traded entities	$29.3 million[4]
Investments in jointly controlled enterprises	$20.1 million
Other investments measured at cost	$1.5 million
Beneficial Investments: $67.6 million	
Beneficial investments	$67.6 million
Artwork, Antiques and Collectibles: $14 million	
Artwork, antiques and collectibles	$14 million
Equipment: $1,000	

[2] 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.

[3] As of the date of this Affidavit, $0 is held in escrow.

[4] 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:

Current Liabilities: $1.41 billion	
Accounts payable and accrued liabilities	$3.3 million
HST payable	$8,000
Current portion of long term debt	$1.4 billion
Related Party Debt: $634.8 million	
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,[5] 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:

[5] 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. [6]

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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[6] 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[7];

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:

[7] 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[8]; 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 ●, 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;

[8] 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,)
)
)
)

A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
A Barrister of the Supreme
Court of Nova Scotia

BRITTANY BARTLETT

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2026 Hfx. No. _____

This is Exhibit "A" referred to in the Affidavit of Brittany Bartlett, sworn to before me on February 14, 2026.

SL

A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
A Barrister of the Supreme
Court of Nova Scotia

Hfx No. [●]

PLAN OF ARRANGEMENT UNDER SECTION 130 OF THE NOVA SCOTIA *COMPANIES ACT*, R.S.A. 1989, c. 81, AS AMENDED

February 17, 2026

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PLAN OF ARRANGEMENT
UNDER SECTION 130 OF

THE NOVA SCOTIA *COMPANIES ACT*

ARTICLE 1
INTERPRETATION

1.1 Definitions

"**AcquireCo**" means 4761218 Nova Scotia Limited, a company existing under the laws of the Province of Nova Scotia.

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"**Applicant**" or "**CFFI**" means CFFI Ventures Inc.

"**Arrangement**" means an arrangement under section 130 of the NSCA on the terms and subject to the conditions set out in this Plan, subject to any amendments or variations thereto made in accordance with the Support Agreement and this Plan.

"**Arrangement Filings**" means a certified copy of the Final Order and such other documents as are required by the Registrar in order for the Arrangement to become effective.

"**Arrangement Resolutions**" means, collectively, the Secured Creditors' Arrangement Resolution and the Unsecured Creditors' Arrangement Resolution, in substantially the form attached to the Disclosure Statement, to be considered at the Meetings to, among other things, approve the Arrangement and this Plan.

"**Assumed Contingent Value Rights Obligations**" means all Obligations in respect of the Contingent Value 'A' Rights and Contingent Value 'B' Rights issued in the steps set forth in Sections 2.3(e) and 2.3(f).

"**Assumed Contracts**" means those contracts listed in Schedule A hereto (as such schedule may be amended, revised or modified by AcquireCo up to 5 Business Days prior to the granting of the Final Order).

"**Assumed Contractual Liabilities**" means all liabilities of CFFI under the Assumed Contracts, whether or not such liabilities first arose prior to or following the Effective Time.

"**Assumed Employee Liabilities**" means such liabilities of CFFI to former employees of CFFI as HPS may elect prior to the Effective Time in its sole discretion.

"**Assumed Priority Secured Debt Obligations**" means all Obligations in respect of the Priority Secured Debt that remain outstanding immediately following the step forth in Section 2.3(f).

"**Business Day**" means any day, other than a Saturday or a Sunday or civic holiday, on which commercial banks are generally open for business in Halifax, Nova Scotia.

"**Canadian Securities Commissions**" means, collectively, the applicable securities commissions or regulatory authorities in each of the provinces and territories of Canada.

"**Canadian Securities Laws**" means, collectively, and, as the context may require, the applicable securities laws of each of the provinces and territories of Canada, and the respective regulations and rules made under those securities laws together with all applicable published policy statements, instruments, blanket orders and rulings of the Canadian Securities Commissions and all discretionary orders or rulings, if any, of the Canadian Securities Commissions made in connection with the transactions contemplated by this Agreement together with applicable published policy statements of the Canadian Securities Commissions, as the context may require.

"**Cash Elected Amount**" means, with respect to any Unsecured Creditor that has validly filed a Convenience Class Claim Election by the Election Deadline, the lesser of: (i) $15,000; and (ii) such Unsecured Creditor's Pro Rata Share of the Remaining Convenience Class Funds.

"**CFFI Asset Value**" means the fair market value as of the Effective Date of the CFFI Assets (for certainty, net of any Assumed Contractual Liabilities), in aggregate, as determined by the directors of CFFI.

"**CFFI Assets**" means the Transferred Cash, Transferred Equity Interests, Transferred Receivables, Transferred Tangible Property, CFFI Insurance Policies, Assumed Contracts, and any other assets of CFFI as may be elected in writing by the HPS Parties in their sole discretion prior to the granting of the Final Order.

"**CFFI Entities**" means, collectively, CFFI and the Target Entities.

"**CFFI Insurance Policies**" means such insurance policies of CFFI as AcquireCo may elect up to 5 Business Days prior to the granting of the Final Order.

"**Claims**" means any right or claim of any Person that may be asserted or made in whole or in part against the applicable Persons, or any of them, in any capacity, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any claim made or asserted against the applicable

Persons, or any of them, through any affiliate, subsidiary, associated or related Person, or any right or ability of any Person to advance a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including any class action or proceeding before an administrative or regulatory tribunal), cause or chose in action, whether existing at present or commenced in the future.

"**Contingent Value 'A' Rights**" means the rights granted to holders of Subordinate Secured Debt pursuant to 2.3(e) of this Plan to receive cash payments from the Applicant on the terms and subject to the conditions set forth in the Contingent Value 'A' Rights Certificate to be issued in accordance with the Plan.

"**Contingent Value 'A' Rights Certificate**" means a certificate substantially in the form attached as Exhibit A to this Plan, as amended or supplemented from time to time in accordance with the terms thereof.

"**Contingent Value 'B' Rights**" means the rights granted to Unsecured Creditors pursuant to 2.3(f) of this Plan to receive cash payments from the Applicant on the terms and subject to the conditions set forth in the Contingent Value 'B' Rights Certificate to be issued in accordance with the Plan.

"**Contingent Value 'B' Rights Certificate**" means a certificate substantially in the form attached as Exhibit B to this Plan, as amended or supplemented from time to time in accordance with the terms thereof.

"**Contingent Value Rights Certificates**" means, collectively, the Contingent Value 'A' Rights Certificates and the Contingent Value 'B' Rights Certificates.

"**Convenience Class Claim**" means (a) one or more Unsecured Claims of 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 on the Record Date; and (b) one or more Unsecured Claims of 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 such Unsecured Creditor has validly filed a Convenience Class Claim Election by the Election Deadline.

"**Convenience Class Claim Election**" means the election by an Unsecured Creditor with one or more Unsecured Claims that are in an aggregate amount in excess of $15,000, as reflected in the books and records of CFFI on the Record Date, submitted by no later than the Election Deadline, in the form attached as Exhibit "G" to the Disclosure Statement, to receive only the Cash Elected Amount and pursuant to which such Unsecured Creditor is thereby deemed to have foregone any recovery on its Claims in excess of the Cash Elected Amount, to vote in favour of the Plan in respect of such Claims, and to receive no other entitlements under the Plan.

"**Convenience Class Creditor**" means a Person having a Convenience Class Claim (including, for greater certainty, any Unsecured Creditor that has validly submitted a Convenience Class Claim Election by the Election Deadline).

"**Court**" means the Supreme Court of Nova Scotia in Halifax.

"**Debt**" means the debt outstanding under the Debt Documents.

"**Debt Documents**" means, collectively, the Note Purchase Agreement Debt Documents, the Other Secured Debt Documents and the Unsecured Claim Documents.

"**Debtholder Released Parties**" means, collectively, (i) HPS, (ii) the Secured Creditors, (iii) the Unsecured Creditors, and (iv) for each of the entities named in the foregoing clauses (i) through (iii), each of their respective current and former directors, officers, managers, partners, trustees, employees (including, for the avoidance of doubt, the HPS Appointed Directors), auditors, financial advisors, legal counsel and agents.

"**Debtholders**" means, collectively, the Secured Creditors and the Unsecured Creditors.

"**Disclosure Statement**" means the disclosure statement dated February 18, 2026, including all exhibits and schedules thereto, to be distributed to Debtholders as of the Record Date (as may be amended, revised and/or supplemented in accordance with the terms of the Interim Order).

"**Effective Date**" means the date shown on the confirmation of filing of the Arrangement Filings issued by the Registrar.

"**Effective Time**" means 12:01 a.m. on the Effective Date or such other date or time as the Applicant and the HPS Parties may determine.

"**Election Deadline**" means April 15, 2026.

"**Encumbrance**" means any lien, mortgage, hypothec, pledge, security instrument, prior claim, title charges which are liens, claims against title, conditional or installment sale agreement, restriction on transfer, call option, right of first refusal or first offer, easement, servitude, security interest, charge, right-of-way, encroachment or other encumbrance of any nature, whether voluntarily incurred or arising by operation of Law.

"**Equity Interests**" means, in respect of any Person, equity securities issued by or other ownership interests in that Person, including shares of any corporation, units of or other interests in any limited or general partnership or limited liability company, or other body corporate, any securities or other interests convertible into or exchangeable for any of the foregoing and any rights relating to or arising as a result of such interests, including any nomination or other governance rights, pre-emptive rights, drag along rights, rights of first offer or refusal or put or call rights, whether created by Law, Organizational Documents, Shareholder Agreements or otherwise.

"**Final Order**" means the final order of the Court approving this Plan as contemplated herein, as such order may be amended at any time prior to the Effective Date.

"**Governmental Entity**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

"**HPS**" means HPS Investment Partners LLC, solely in its capacity as agent and lead arranger under the Note Purchase Agreement.

"**HPS Appointed Directors**" means any director of CFFI having been appointed, prior to the Effective Date, by HPS, pursuant to rights provided for under the Note Purchase Agreement Debt Documents.

"**HPS Parties**" means, collectively, HPS and the HPS Secured Creditors.

"**HPS Secured Creditors**" means MP III Offshore Master Lux, L.P., Mezzanine Partners III, L.P., AP Mezzanine Partners III L.P. and any other Person that becomes a "Purchaser" under the Note Purchase Agreement.

"**Impaired HPS Debt**" means an amount owing under the Note Purchase Agreement Debt Documents equal to:

(i) the aggregate amount of all Obligations outstanding under (A) the Note Purchase Agreement Debt Documents and (B) the Other Secured Debt Documents solely to the extent that such Obligations are secured by a Priority Security Interest; less

(ii) the CFFI Asset Value;

provided that, for greater certainty, the Impaired HPS Debt shall first consist of accrued and unpaid interest owing under the Note Purchase Agreement Debt Documents as of the Effective Date and if the amount of the Impaired HPS Debt exceeds the amount of such accrued and unpaid interest, an amount of principal owing under the Note Purchase Agreement Debt Documents equal to such excess shall become Impaired HPS Debt.

"**Interim Order**" means the interim order of the Court, containing declarations and directions with respect to, among other things, the Meetings and the Arrangement issued pursuant to the application of the Applicant, as such order may be amended or supplemented by further order of the Court at any time prior to the Effective Date.

"**Law**" or "**Laws**" means any law, statute, order, decree, consent decree, judgment, rule regulation, ordinance or other pronouncement having the effect of law whether in Canada, the United States or any other country, or any domestic or foreign state, county, province, city or other political subdivision or of any Governmental Entity.

"**Meeting Date**" means April 17, 2026, subject to any postponement or adjournment of that date pursuant to the Interim Order or any other Order.

"**Meetings**" means, collectively, the Secured Creditors Meeting and the Unsecured Creditors Meeting.

"**Metric LP**" means Metric Partners Limited Partnership, a limited partnership existing under the laws of Nova Scotia.

"**Metric LP Interests**" means all of the limited partnership interests that CFFI holds as of the Effective Time in Metric LP.

"**Metric LP Interests Value**" means the fair market value as of the Effective Date of the Metric LP Interests and the Metric Receivables, as determined by the directors of CFFI on or prior to the Effective Date.

"**Metric Receivables**" means, the amounts, if any, owing as of the Effective Time to CFFI from Metric LP.

"**Metric SPVCo**" means CFFI MPLP Holdings Inc., a company existing under the laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**Metric SPVCo Shares**" means 1000 common shares of Metric SPVCo.

"**New Holdco**" means 4782643 Nova Scotia Limited, a company existing under the laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**New Holdco Share Consideration**" means 1000 New Holdco Shares.

"**New Holdco Shares**" means the common shares of New Holdco.

"**Note Purchase Agreement**" means the Second Amended and Restated Note Purchase and Guarantee Agreement dated April 25, 2019 by and among, *inter alia*, HPS, the Secured Creditors and CFFI, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"**Note Purchase Agreement Debt Documents**" means the Note Purchase Agreement and all related documentation, including, without limitation, all guarantee and security documentation, related to the foregoing.

"**NPC H LP**" means Northern Private Capital Holdings LP, a limited partnership existing under the Laws of Ontario.

"**NPC H LP Interests**" means all of the limited partnership interests that CFFI holds as of the Effective Time in NPC H LP.

"**NPC H LP Interests Value**" means the fair market value as of the Effective Date of the NPC H LP Interests and the NPC H Receivables, as determined by the directors of CFFI on or prior to the Effective Date.

"**NPC H Receivables**" means, the amounts, if any, owing as of the Effective Time to CFFI from NPC H LP.

"**NPC H SPVCo**" means CFFI NPCSP Holdings Inc., a company existing under the Laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**NPC H SPVCo Shares**" means 1000 common shares of NPC H SPVCo.

"**NPC I LP**" means Northern Private Capital Fund I Limited Partnership, a limited partnership existing under the laws of Ontario.

"**NPC I LP Interests**" means all of the limited partnership interests that CFFI holds as of the Effective Time in NPC I LP.

"**NPC I LP Interests Value**" means the fair market value as of the Effective Date of the NPC I LP Interests and the NPC I Receivables, as determined by the directors of CFFI on or prior to the Effective Date.

"**NPC I Receivables**" means, the amounts, if any, owing as of the Effective Time to CFFI from NPC I LP.

"**NPC I SPVCo**" means CFFI NPCLP Holdings Inc., a company existing under the laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**NPC I SPVCo Shares**" means 1000 common shares of NPC I SPVCo.

"**NSCA**" means the *Companies Act* (Nova Scotia), R.S.A. 1989, c. 81.

"**Obligations**" means all liabilities, duties and obligations of CFFI, including, without limitation, principal and interest, any make whole, redemption or similar premiums, reimbursement obligations, fees, penalties, damages, guarantees, indemnities, costs, expenses or otherwise, and any other liabilities, duties or obligations, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, as the context requires, the Secured Creditor Claims or the Unsecured Claims.

"**Order**" means any order of the Court in these proceedings, including, without limitation, the Interim Order and the Final Order.

"**Organizational Documents**" means: (a) in respect of a body corporate, any articles or certificate of incorporation, amalgamation or continuance and by-laws of a body corporate, or equivalent foundational documents, and any Shareholder Agreement related to Equity Interests in the body corporate; (b) in respect of a partnership, any partnership agreement and filings required by applicable Laws to establish the partnership; (c) in respect of a limited partnership, any limited partnership agreement and filings required by applicable Laws to establish the partnership as a limited partnership; (d) in respect of a trust, any trust agreement governing the trust; (e) any similar charter, agreement or document adopted or filed in connection with the creation, formation or initial organization of the Person; and (f) any amendment to or restatement of any of the foregoing.

"**Other Secured Debt Documents**" means, collectively, the Demand Promissory Note issued by CFFI to FPR Financial Corporation dated October 6, 2023, the Guarantee provided by CFFI in favour of SFPC Quantum LP dated May 24, 2022, and, in each case, all related documentation, including, without limitation, all security documentation related to the foregoing.

"**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status.

"**Plan**" means this plan of arrangement proposed under Section 130 of the NSCA, and any amendments or variations made in accordance with the terms of this Plan.

"**Post-Effective Date Reorganization Transaction**" has the meaning ascribed thereto in 2.6.

"**Priority Secured Debt**" means, collectively: (i) all Secured Debt outstanding under the Note Purchase Agreement Debt Documents (excluding the Impaired HPS Debt); and (ii) all Secured Debt outstanding under the Other Secured Debt Documents, solely to the extent that such Secured Debt is secured by a Priority Security Interest.

"**Priority Security Interest**" means a security interest in all or any of the CFFI Assets that ranks in priority to, or *pari passu* with, the security interest granted by the Applicant to secure the Secured Debt outstanding under the Note Purchase Agreement Debt Documents.

"**Pro Rata Share**" means, in respect of each Unsecured Creditor that has validly filed a Convenience Class Claim Election by the Election Deadline, the percentage that such Unsecured Creditor's aggregate Unsecured Claims bears to the aggregate of all Unsecured Claims of Unsecured Creditors that have validly filed a Convenience Class Claim Election by the Election Deadline.

"**Record Date**" means 5:00 pm (Atlantic Time) on February 10, 2026.

"**Registrar**" means the Registrar of Joint Stock Companies for the Province of Nova Scotia.

"**Released Claims**" means, collectively, the matters that are subject to release and discharge pursuant to Article 4.

"**Released Parties**" means, collectively, CFFI and the Debtholder Released Parties, as applicable.

"**Remaining Convenience Class Funds**" means an amount equal to $250,000, less the aggregate value of all Convenience Class Claims that are less than or equal to $15,000.

"**Sandpiper LP**" means Sandpiper Ventures Fund Limited Partnership, a limited partnership existing under the Laws of Nova Scotia.

"**Sandpiper LP Interests**" means all of the limited partnership interests that CFFI holds as of the Effective Time in Sandpiper LP.

"**Sandpiper LP Interests Value**" means the fair market value as of the Effective Date of the Sandpiper LP Interests and the Sandpiper Receivables, as determined by the directors of CFFI on or prior to the Effective Date.

"**Sandpiper Receivables**" means, the amounts, if any, owing as of the Effective Time to CFFI from Sandpiper LP.

"**Sandpiper SPVCo**" means CFFI SPVFLP Holdings Inc., a company existing under the Laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**Sandpiper SPVCo Shares**" means 1000 common shares of Sandpiper SPVCo.

"**Secured Creditor Claims**" means all Obligations in respect of the Note Purchase Agreement Debt Documents (in each case, for the avoidance of doubt, excluding the Impaired HPS Debt) and the Other Secured Debt Documents.

"**Secured Creditors**" means the HPS Secured Creditors, SFPC Quantum LP and FPR Financial Corporation.

"**Secured Creditors' Arrangement Resolution**" means a resolution passed by the Secured Creditors authorizing, adopting and approving, with or without variation, the Arrangement and all transactions contemplated therein.

"**Secured Creditors Meeting**" means, the meeting of the Secured Creditors to be held on the Meeting Date in accordance with the Interim Order to consider and, if determined advisable, pass the Secured Creditors' Arrangement Resolution and to consider such other matters as may properly come before such meeting, and any adjournment(s) or postponement(s) thereof.

"**Secured Debt**" means the debt outstanding under the Note Purchase Agreement Debt Documents (excluding the Impaired HPS Debt) and the Other Secured Debt Documents.

"**Shareholder Agreements**" related to Equity Interests in a Person means any agreements among some or all holders of Equity Interests in the Person (and, if applicable, others) regarding ownership or transfer of the Equity Interests, exercise of any voting or other rights related to the Equity Interests or governance of the Person, including any unanimous or other shareholder agreements, voting agreements, voting trusts, pooling agreements or proxies.

"**Subordinate Secured Debt**" means any Secured Debt that is not a Priority Secured Debt.

"**Support Agreement**" means the support agreement (and all schedules and exhibits thereto) among, *inter alia*, CFFI and HPS dated as of February [●], 2026, as the same may be amended or restated from time to time in accordance with its terms.

"**Target Entities**" means BIOX Holdings LLC, Biox USA Limited, MARA Renewables Corporation, CFFI UK Ventures (Barbados) Limited, CFFI USA Holdings Inc., Cormorant Utility Services Limited, Horizon Maritime Offshore A/S, Horizon Maritime Services Ltd., Northern Private Capital GP 1 Ltd., Northern Private Capital Ltd., NPC I LP, NPC I SPVCo, NPC H SPVCo, NPC H LP, Metric LP, Metric SPVCo, OpenScreen Holdings Inc., Skinfix Inc., Valent Low-Carbon Technologies Inc., World Energy GH2 Inc., Boomerswork.com, DeNova, Enlighten Innovations Inc. and Graphite Innovation and Technologies Inc. and, Sandpiper LP, Sandpiper SPVCo, and any other Persons in which CFFI holds an Equity Interest as may be elected in writing by the HPS Parties in their sole discretion prior to the granting of the Final Order; provided, however, that the HPS Parties may remove any of the foregoing in their sole discretion at any time prior to the Effective Date.

"**Transferred Cash**" means all of the cash and cash equivalents that CFFI holds as of the Effective Time, less the amount of cash required to satisfy payment of the Convenience Class Claims pursuant to Sections 2.3(b) and (c).

"**Transferred Equity Interests**" means all of the Equity Interests that CFFI holds in any of the Target Entities as of immediately prior to the step set forth in Section 2.3(s).

"**Transferred Receivables**" means, if any, the amounts owing as of the Effective Time to CFFI from any other Person.

"**Transferred Tangible Property**" means all tangible personal property owned or held by CFFI as of the Effective Time, including all artwork and other collectible items.

"**Unsecured Claim Documents**" means all documentation evidencing or otherwise related to the Unsecured Claims.

"**Unsecured Claims**" means all Claims against CFFI as of immediately prior to the Effective Time that are not Secured Debt, which, for the avoidance of doubt, includes, and shall be deemed to include, the Impaired HPS Debt.

"**Unsecured Creditors**" means the holders of Unsecured Claims.

"**Unsecured Creditors' Arrangement Resolution**" means a resolution passed by the Unsecured Creditors authorizing, adopting and approving, with or without variation, the Arrangement and all transactions contemplated therein.

"**Unsecured Creditors Meeting**" means, the meeting of the Unsecured Creditors to be held on the Meeting Date in accordance with the Interim Order to consider and, if determined advisable, pass the Unsecured Creditors' Arrangement Resolution and to consider such other matters as may properly come before such meeting, and any adjournment(s) or postponement(s) thereof.

1.2 Articles of Reference

The terms "hereof", "hereunder", "herein" and similar expressions refer to this Plan and not to any particular article, section, subsection, clause or paragraph of this Plan, and include any agreements supplemental thereto. In this Plan, a reference to an article, section, subsection, clause or paragraph shall, unless otherwise stated, refer to an article, section, subsection, clause or paragraph of this Plan.

1.3 Interpretation Not Affected by Headings

The division of this Plan into articles, sections, subsections, clauses and paragraphs and other portions, and the insertion of headings and a table of contents, are for convenience of reference only and shall not affect the construction or interpretation of this Plan.

1.4 Gender and Number

In this Plan where the context requires, words importing the singular shall include the plural and vice versa and words importing the use of any gender shall include all genders.

1.5 Date for any Action

In the event that the date on which any action is required to be taken hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 Time

All times expressed herein are local time in Toronto, Ontario, Canada unless otherwise specified.

1.7 Statutory References

Any reference in this Plan to a statute includes all rules, regulations, published policies and blanket orders made thereunder, and any and all amendments to the foregoing in force from time to time.

1.8 Contractual References

Any reference to a contract means such contract as amended, modified, replaced or supplemented from time to time.

1.9 Successors and Assigns

This Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in this Plan.

1.10 Currency

Unless otherwise stated, all references herein to sums of money, cash or currency are expressed in lawful money of Canada. For the purposes of converting various amounts from Canadian dollars to United States dollars or from United States dollars to Canadian dollars for the purposes of Section 2.3 in this Plan, a Canadian dollar to United States dollar exchange rate shall be selected by CFFI and agreed to by the HPS Parties, each acting reasonably.

1.11 Governing Law

This Plan shall be governed by and construed in accordance with the Laws of Nova Scotia and the federal Laws of Canada applicable therein. All questions as to the interpretation or application of this Plan and all proceedings taken in connection with this Plan shall be subject to the exclusive jurisdiction of the Court.

ARTICLE 2
ARRANGEMENT

2.1 Arrangement Filings and Effective Date.

As soon as practicable after the satisfaction or waiver of the conditions set forth in Article 5 (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction of those conditions as of the Effective Date), unless another time or date is agreed in writing among CFFI and the HPS Parties, the Arrangement Filings shall be filed by the Applicant with the Registrar. The Arrangement Filings shall implement this Plan.

2.2 Binding Effect

On and from the Effective Time, this Plan and the transactions contemplated hereby shall be final and binding upon, and be deemed to have been consented and agreed upon by the CFFI Entities,

HPS, the Secured Creditors, the Unsecured Creditors and any other Person affected by or named in this Plan, including the respective heirs, executors, administrators, directors, officers, legal representatives, successors and assigns of each of the foregoing, without any further act or formality required on the part of any Person and, subject to the implementation and effectiveness of the Plan in accordance with its terms, shall constitute a full, final and absolute settlement of all rights of the beneficial and legal owners of the Secured Debt and Unsecured Claims attaching thereto or arising therefrom and an absolute release and discharge of and from all Obligations of CFFI to the Debtholders, except as expressly provided for in the Plan.

On and from the Effective Time, and, subject to the implementation and effectiveness of the Plan in accordance with its terms, without limiting the foregoing, CFFI, HPS, the Secured Creditors, the Unsecured Creditors and any other Person affected by or named in this Plan will be deemed to have executed and delivered to CFFI and its Affiliates all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan.

2.3 The Arrangement

Commencing at the Effective Time, the following events or transactions will occur, or be deemed to have occurred and be taken and effected, in the following order in five minute increments (unless otherwise indicated) and at the times set out in this Section 2.3 (or in such other manner or order or at such other time or times as the Applicant and the HPS Parties may determine in accordance with the Support Agreement), without any further act or formality required on the part of any Person, except as may be expressly provided herein:

Resignation of HPS Appointed Director

(a) Each HPS Appointed Director shall resign from, and shall be deemed to have immediately resigned from, the board of directors of CFFI and of any applicable Target Entities.

Payment of Convenience Class Claims

(b) Each Unsecured Creditor with Unsecured Claims that are less than or equal to $15,000 in the aggregate shall be deemed to hold a Convenience Class Claim in the aggregate amount of such Unsecured Claims and in exchange for, and in full and final settlement of such Convenience Class Claim, CFFI shall pay a cash distribution equal to the full amount of such Unsecured Claims.

(c) Each Unsecured Creditor with Unsecured Claims in excess of $15,000 in the aggregate who delivers a duly completed and executed Convenience Class Claim Election to CFFI's legal counsel by the Election Deadline, shall be treated for all purposes as a Convenience Class Creditor and hold a Convenience Class Claim. In exchange for, and in full and final settlement of such Convenience Class Claims, CFFI shall pay a cash distribution equal to the Cash Elected Amount and, for greater certainty, such Convenience Class Creditors will be entitled to receive only the Cash Elected Amount and will not be entitled to any further consideration or distributions under the Plan.

(d) All Convenience Class Claims shall, and shall be deemed to be, thereafter irrevocably and finally extinguished and the holders of such Convenience Class Claims shall have no further right, title or interest in and to such Unsecured Claims.

Exchange of Subordinate Secured Debt for Contingent Value 'A' Rights

(e) In exchange for, and in full and final settlement of, the Subordinate Secured Debt, subject to the treatment of fractional interests in accordance with Section 3.1 of this Plan, CFFI shall deliver to each holder of Subordinate Secured Debt, in their capacity as such, one Contingent Value 'A' Right for each $1,000 of Secured Creditor Claims in respect of the Subordinate Secured Debt held by such holder of Subordinate Secured Debt (computed in Canadian dollars) as at the Effective Date. The Subordinate Secured Debt shall, and shall be deemed to be, thereafter irrevocably and finally extinguished and the holders of the Subordinate Secured Debt shall have no further right, title or interest in and to the Subordinate Secured Debt or the Secured Creditor Claims in respect of the Subordinate Secured Debt.

Exchange of Unsecured Claims for Contingent Value 'B' Rights

(f) In exchange for, and in full and final settlement of, any Unsecured Claims remaining following the extinguishment of Convenience Class Claims pursuant to Section 2.3(e) of this Plan, subject to the treatment of fractional interests in accordance with Section 3.1 of this Plan, CFFI shall deliver to each Unsecured Creditor (for the avoidance of doubt, excluding Convenience Class Creditors), in their capacity as such, a Contingent Value 'B' Right for each $1,000 of Unsecured Claims held by such Unsecured Creditor (computed in Canadian dollars) as at the Effective Date. Such Unsecured Claims shall, and shall be deemed to be, thereafter irrevocably and finally extinguished and the Unsecured Creditors shall have no further right, title or interest in and to such Unsecured Claims.

Transfer of NPC I LP Interests and NPC I Receivables

(g) The NPC I LP Interests and NPC I Receivables shall be, and shall be deemed to be, transferred for and acquired by, NPC I SPVCo (free and clear of all Encumbrances of any kind whatsoever) and NPC I SPVCo shall issue and deliver the NPC I SPVCo Shares to CFFI in payment and satisfaction for the NPC I LP Interests and NPC I Receivables, and such NPC I SPVCo Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(h) The amount added to the capital account for the NPC I SPVCo Shares in respect of the share issuance in 2.3(g) shall be equal to the NPC I LP Interests Value.

(i) CFFI shall cease to be a holder of the NPC I LP Interests and the name of CFFI shall be removed from the registers of holders of NPC I LP Interests, and NPC I SPVCo shall become the holder of all issued and outstanding NPC I LP Interests.

Transfer of NPC H LP Interests and NPC H Receivables

(j) The NPC H LP Interests and NPC H Receivables shall be, and shall be deemed to be, transferred for and acquired by, NPC H SPVCo (free and clear of all Encumbrances of any kind whatsoever) and NPC H SPVCo shall issue and deliver the NPC H SPVCo Shares to CFFI in payment and satisfaction for the NPC H LP Interests and NPC H Receivables, and such NPC H SPVCo Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(k) The amount added to the capital account for the NPC H SPVCo Shares in respect of the share issuance in 2.3(j) shall be equal to the NPC H LP Interests Value.

(l) CFFI shall cease to be a holder of the NPC H LP Interests and the name of CFFI shall be removed from the registers of holders of NPC H LP Interests, and NPC H SPVCo shall become the holder of all issued and outstanding NPC H LP Interests.

Transfer of Sandpiper Interests and Sandpiper Receivables

(m) The Sandpiper LP Interests and Sandpiper Receivables shall be, and shall be deemed to be, transferred for and acquired by, Sandpiper SPVCo (free and clear of all Encumbrances of any kind whatsoever) and Sandpiper SPVCo shall issue and deliver the Sandpiper SPVCo Shares to CFFI in payment and satisfaction for the Sandpiper LP Interests and Sandpiper Receivables, and such Sandpiper SPVCo Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(n) The amount added to the capital account for the Sandpiper SPVCo Shares in respect of the share issuance in 2.3(m) shall be equal to the Sandpiper LP Interests Value.

(o) CFFI shall cease to be a holder of the Sandpiper LP Interests and the name of CFFI shall be removed from the registers of holders of Sandpiper LP Interests, and Sandpiper SPVCo shall become the holder of all issued and outstanding Sandpiper LP Interests.

Transfer of Metric LP Interests and Metric Receivables

(p) The Metric LP Interests and Metric Receivables shall be, and shall be deemed to be, transferred for and acquired by, Metric SPVCo (free and clear of all Encumbrances of any kind whatsoever) and Metric SPVCo shall issue and deliver the Metric SPVCo Shares to CFFI in payment and satisfaction for the Metric LP Interests and Metric Receivables, and such Metric SPVCo Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(q) The amount added to the capital account for the Metric SPVCo Shares in respect of the share issuance in 2.3(p) shall be equal to the Metric LP Interests Value.

(r) CFFI shall cease to be a holder of the Metric LP Interests and the name of CFFI shall be removed from the registers of holders of Metric LP Interests, and Metric SPVCo shall become the holder of all issued and outstanding Metric LP Interests.

Asset Conveyance to New Holdco

(s) All CFFI Assets shall be, and shall be deemed to be, transferred to and acquired by New Holdco (free and clear of all Encumbrances of any kind whatsoever) and in payment and satisfaction in full of the purchase price for the CFFI Assets, New Holdco shall assume the Assumed Contractual Liabilities, which shall be assigned, transferred and novated to New Holdco, and issue and deliver to CFFI the New Holdco Share Consideration, and such New Holdco Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(t) The amount added to the capital account for the New Holdco Shares in respect of the share issuance in 2.3(s) shall be equal to the CFFI Asset Value.

(u) CFFI shall cease to be a holder of the Transferred Equity Interests and the name of CFFI shall be removed from the registers of holders of Transferred Equity Interests, and New Holdco shall become the holder of all issued and outstanding Transferred Equity Interests.

AcquireCo Acquires New Holdco

(v) Each New Holdco Share that is issued and outstanding immediately following the share issuance in 2.3(s) shall be, and shall be deemed to be, transferred to and acquired by, AcquireCo (free and clear of all Encumbrances of any kind whatsoever) in exchange for the assignment, transfer and novation to AcquireCo of (i) the Assumed Priority Secured Debt Obligations, (ii) the Assumed Contingent Value Rights Obligations, and (iii) the Assumed Employee Liabilities.

(w) The terms and conditions of the Assumed Priority Secured Debt Obligations shall be amended, and deemed to be amended, to the extent necessary to provide that all of the Assumed Priority Secured Debt Obligations (including, for the avoidance of doubt, any accrued and unpaid interest) as of the Effective Date will be treated as the principal amount owing from AcquireCo to the Secured Creditors, along with such other amendments as AcquireCo and the applicable Secured Creditor(s) may agree in writing in their sole discretion, and such Assumed Priority Secured Debt Obligations shall be novated, and deemed to be novated, accordingly.

(x) All rights, whether direct or indirect, and whether or not exercised, of any Secured Creditor pursuant to any Debt Document, in respect of any and all and any part of the Equity Interests of CFFI, including for greater certainty the power of attorney, the pledge and any other rights of HPS and the HPS Secured Creditors to, directly or indirectly, hold, acquire, vote, control the voting rights or the direction, management and policies of CFFI shall immediately be, and be deemed to be, revoked and terminated with no further force or effect, subject to the provisions of this Plan.

(y) CFFI shall cease to be a holder of such New Holdco Shares and the name of CFFI shall be removed from the register of holders of New Holdco Shares, and AcquireCo shall become the holder of all issued and outstanding New Holdco Shares.

Fees and Expenses

(z) CFFI shall pay in full in cash the outstanding reasonable and documented fees and expenses of the advisors to the Applicant and to the HPS Parties pursuant to the terms and conditions of the Support Agreement.

Releases

(aa) The releases referred to in Article 4 shall become effective.

2.4 Subordinate Secured Debt

For the avoidance of doubt, upon the assumption of the Assumed Priority Secured Debt Obligations pursuant to Section 2.3, to the extent that any Secured Creditor Claim is comprised of both Priority Secured Debt and Subordinate Secured Debt, the holder of such Secured Creditor Claims shall hold a limited recourse claim against AcquireCo or its assignee(s), enforceable solely against the CFFI Assets that are the subject of its Priority Security Interest, and shall have no other recourse for such Secured Debt against AcquireCo or its assignee(s) (on a secured or unsecured basis) or any other assets of AcquireCo or its assignee(s).

2.5 Securities Law Matters

The Applicant intends that the issuance and distribution, pursuant to this Plan, of the New Holdco Share Consideration issued upon the completion of 2.3(s) becoming effective and the Contingent Value 'A' Rights and Contingent Value 'B' Rights issued in exchange for the Subordinate Secured Debt and the Unsecured Claims (other than Convenience Class Claims), respectively, shall be exempt from the prospectus requirements of Canadian Securities Laws, to the extent applicable, pursuant to Section 2.11 of National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators.

2.6 Post-Effective Date Matters

From and after the Effective Date, all Persons shall be deemed, without any further act or formality required on the part of such Persons, to have consented and agreed to the future assignment or transfer of all or any part of the CFFI Assets to an Affiliate of AcquireCo provided that the transferor of the CFFI Assets receives consideration having a value at least equal to the value of the transferred CFFI Assets (the "**Post-Effective Date Reorganization Transaction**").

ARTICLE 3
IMPLEMENTATION OF ARRANGEMENT

3.1 Fractional Interests

No fractional NPC I SPVCo Shares, NPC H SPVCo Shares, Sandpiper SPVCo Shares, New Holdco Shares, Contingent Value 'A' Rights or Contingent Value 'B' Rights shall be issued under this Plan, and fractional share interests shall not entitle the owner thereof to vote or to any rights of a holder of NPC I SPVCo Shares, NPC H SPVCo Shares, Sandpiper SPVCo Shares, New Holdco Shares or claims (whether actual or contingent, and whether or not previously asserted) of any Person with respect to fractional NPC I SPVCo Shares, NPC H SPVCo Shares, Sandpiper SPVCo Shares, New Holdco Shares, Contingent Value 'A' Rights or Contingent Value 'B' Rights pursuant to this Plan shall be rounded down to the nearest whole number of NPC I SPVCo Shares,

NPC H SPVCo Shares, Sandpiper SPVCo Shares, New Holdco Shares, Contingent Value 'A' Rights or Contingent Value 'B' Rights, as applicable, without compensation therefor.

3.2 Calculations

All calculations and determinations made by the Applicant for the purposes of this 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.

ARTICLE 4
RELEASES

4.1 Release of Released Parties and Extinguishment of Affected Equity Claims

At the applicable time pursuant to Section 2.3, each of the Released Parties shall be released and discharged from all present and future actions, causes of action, 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 Debt, the Debt Documents, the Support Agreement, this Plan, these proceedings, the transactions contemplated hereunder and any proceedings commenced with respect to or in connection with this Plan and any other actions or matters related directly or indirectly to the foregoing, provided that nothing in this paragraph shall release or discharge (i) any of the Released Parties from or in respect of its obligations under this Plan or the Support Agreement, (ii) AcquireCo or its assignee(s) from or in respect of its obligations pursuant to (A) the Assumed Priority Secured Debt Obligations, (B) the Assumed Contingent Value Rights Obligations under the Contingent Value Rights Certificates, (C) the Assumed Employee Liabilities, (D) the Transferred Receivables and (E) the Assumed Contractual Liabilities or (iii) any Released Party from liabilities or claims attributable to any Released Party's fraud, wilful misconduct, criminal act or criminal omission, as determined by the final, non-appealable judgment of a court of competent jurisdiction.

4.2 Injunctions

All Persons are permanently and forever barred, estopped, stayed and enjoined, on and after the Effective Date, with respect to any and all Released Claims, from (i) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever against the Released Parties, as applicable, or commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever that could result in a claim for contribution of indemnity from a Released Party in respect of any and all Released Claims; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the Released Parties; (iii) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Encumbrance of any kind against the Released Parties or their property; or (iv) taking any actions to interfere with the implementation or consummation of this Plan; provided, however, that the foregoing shall not apply to the enforcement of any obligations under this Plan.

ARTICLE 5
CONDITIONS PRECEDENT TO PLAN IMPLEMENTATION

5.1 Conditions Precedent to Implementation of this Plan

The implementation of this Plan shall be conditional upon the fulfillment, satisfaction or waiver of the following conditions precedent:

(a) the Court shall have granted the Final Order and the Final Order shall have become a final order, the implementation, operation or effect of which shall not have been stayed, varied in a manner not acceptable to the Applicant, vacated or subject to pending appeal and as to which order any appeal periods relating thereto shall have expired;

(b) no Law shall have been passed and become effective, the effect of which makes the consummation of this Plan illegal or otherwise prohibited; and

(c) all conditions to implementation of this Plan set out in the Support Agreement shall have been satisfied or waived by the applicable parties pursuant to the terms of the Support Agreement.

5.2 Effectiveness

This Plan will become effective in the sequence described in Section 2.3 on the filing of the Arrangement Filings with the Registrar, and shall be binding on and enure to the benefit of the CFFI Entities, the Debtholders, HPS, the Released Parties, the directors and officers of the CFFI Entities and all other Persons named or referred to in, or subject to, this Plan and their respective successors and assigns and their respective heirs, executors, administrators and other legal representatives, successors and assigns. The Arrangement Filings shall be filed with respect to the Arrangement in its entirety. The confirmation of filing of the Arrangement Filings with the Registrar shall be conclusive evidence that the Arrangement has become effective and that each of the provisions in Section 2.3 has become effective in the sequence set forth therein. No portion of this Plan shall take effect with respect to any party or Person until the Effective Time.

ARTICLE 6
MISCELLANEOUS

6.1 Waiver of Defaults

From and after the Effective Time, all Persons shall be deemed to have consented and agreed to all of the provisions of this Plan in its entirety. Without limiting the foregoing, all Persons shall be deemed to have:

(a) waived any and all defaults or events of default, rights or any non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any Organizational Document, Shareholder Agreement, contract, instrument, credit document, lease, licence, guarantee, agreement for sale or other agreement, written or oral, in each case relating to, arising out of, or in connection with, the Debt or the Debt Documents, the Support Agreement, the

Arrangement, this Plan, the transactions contemplated hereunder, any proceedings commenced with respect to or in connection with this Plan and any and all amendments or supplements thereto, and any Post-Effective Date Reorganization Transaction, except as expressly provided for in this Plan. Any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection with any of the foregoing shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall be deemed to excuse the CFFI Entities and their respective successors from performing their obligations under this Plan; and

(b) agreed that, if there is any conflict between the provisions of any agreement or other arrangement, written or oral, existing between such Person and the CFFI Entities and the provisions of this Plan, then the provisions of this Plan take precedence and priority and the provisions of such agreement or other arrangement are deemed to be amended accordingly.

6.2 Amendments to the Plan of Arrangement

Subject to the terms and conditions of the Support Agreement, the Interim Order and the Final Order:

(a) the Applicant, subject to the prior written consent of the HPS Parties, reserves the right to amend, restate, modify and/or supplement this Plan at any time and from time to time, provided that (except as provided in subsection (c) below) any such amendment, restatement, modification or supplement must be contained in a written document that is (i) filed with the Court (either before or as soon as practicable following the Meetings provided that written copies of any such amendments, restatements, modifications or supplements are provided at the Meetings) and, if made following the Meetings, approved by the Court, and (ii) communicated to the Debtholders in the manner required by the Court (if so required);

(b) any amendment, modification or supplement to this Plan may be proposed by the Applicant, subject to the prior written consent of the HPS Parties, at any time prior to or at the Meetings, with or without any prior notice or communication (other than as may be required under the Interim Order), and if so proposed and accepted at the Meetings, subject to the prior written consent of the HPS Parties, shall become part of this Plan for all purposes; and

(c) any amendment, modification or supplement to this Plan may be made following the Meetings by the Applicant, subject to the prior written consent of the HPS Parties, without requiring filing with, or approval of, the Court, provided that it concerns a matter which is of an administrative nature and is required to better give effect to the implementation of this Plan and is not materially adverse to the financial or economic interests of any of the Debtholders.

6.3 Consents, Waivers and Agreements

At the Effective Time, each Debtholder and any other Person affected by this Plan will be deemed to have consented and agreed to all of the provisions of this Plan in its entirety. Without limitation to the foregoing, each Debtholder and any other Person affected by this Plan will be deemed:

(a) to have executed and delivered to the Applicant all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety;

(b) to have waived any non-compliance or default by the CFFI Entities with or of any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Debtholder or other Person and the CFFI Entities with respect to the Debt or the Debt Documents that has occurred or exists on or prior to the Effective Time; and

(c) to have agreed that, if there is any conflict between the provisions of any such agreement and the provisions of this Plan, then the provisions of this Plan take precedence and priority and the provisions of such agreement or other arrangement are deemed to be amended accordingly.

6.4 Paramountcy

On and from the Effective Time, any conflict between this Plan and the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any Organizational Document, Shareholder Agreement, contract, mortgage, security agreement, indenture, trust indenture, loan agreement, support agreement, commitment letter or other agreement, written or oral, and any and all amendments or supplements thereto, existing between the Applicant and any other Person, in each case as at the Effective Date will be deemed to be governed by the terms, conditions and provisions of this Plan and the Final Order, which shall take precedence and priority.

6.5 Deeming Provisions

In this Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

6.6 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall reflect this Plan and may, subject as hereinafter provided, be made or given by the Person making or giving it or by any agent of such Person authorized for that purpose by personal delivery, by prepaid mail or by e-mail addressed to the respective parties as follows:

(i) if to CFFI:

CFFI Ventures Inc.
1-741 Bedford Highway
Bedford, Nova Scotia
B4A 3Z7

Attention: Nanci Rorabeck
Email: nrorabeck@cffi.com

With a required copy (which shall not be deemed notice) to:

McInnes Cooper
1969 Upper Water Street, Suite 1300
McInnes Cooper Tower – Purdy's Wharf
Halifax, Nova Scotia
B3J 3JR

Attention: Ben Pryde & Stephen Kingston
Email: ben.pryde@mcinnescooper.com;
stephen.kingston@mcinnescooper.com

(ii) if to the HPS Parties:

HPS Investment Partners LLC
40 West 57th Street
33rd Floor
New York, New York 10019

Attention: Jeffrey Fitts, Shant Babikian & Mayu Sris
Email: jeffrey.fitts@hpspartners.com;
shant.babikian@hpspartners.com; mayu.sris@hpspartners.com

With a required copy (which shall not be deemed notice to):

Cox & Palmer
Nova Centre, South Tower, Suite 1500 – 1625 Grafton Street
Halifax NS B3J 0E8

Attention: Gavin MacDonald
Email: gmacdonald@coxandpalmer.com

or to such other address as any party above may from time to time notify the others in accordance with this Section 6.6. In the event of any strike, lock-out or other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery or by email and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been given or made. Any such notices and communications so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of emailing, provided that such day in either event is a Business Day and the communication is so delivered or emailed before 5:00 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. The unintentional failure by the Applicants to give a notice contemplated hereunder to any

particular Debtholder shall not invalidate this Plan or any action taken by any Person pursuant to this Plan.

6.7 Further Assurances

Notwithstanding that the transactions and events set out herein will occur and be deemed to occur in the order set out in this Plan without any further act or formality, each of the Persons named or referred to in, affected by or subject to, this Plan will make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them to carry out the full intent and meaning of this Plan and to give effect to the transactions contemplated herein.

Schedule A

Assumed Contracts

1. Lease Agreement and Service Contract between CFFI Ventures Inc. and MMP Office Interiors Inc. dated as of January 26, 2021, as may have been amended, supplemented and/or varied from time to time;

2. Lease between CFFI Ventures Inc. and Micco Companies Limited dated as of February 1, 2021, as amended by a Lease Amendment dated August 15, 2024, and as may have been further amended, supplemented and/or varied from time to time;

3. Bell Mobility Services Agreement between CFFI Ventures Inc. and Bell Mobility Inc., as amended by an Amendment to the Bell Mobility Services Agreement and as may have been further amended, supplemented and/or varied from time to time;

4. Master Communications Agreement (Retail) between CFFI Ventures Inc. and Bell Canada dated as of November 21, 2024, as may have been amended, supplemented and/or varied from time to time;

5. Services Contract (ABM Advantage Strategy) between CFFI Ventures Inc. and ABM Integrated Solutions dated as of February 1, 2021, as may have been amended, supplemented and/or varied from time to time;

6. Customer Agreement between CFFI Ventures Inc. and Iron Mountain Canada Operations ULC (d/b/a Iron Mountain Canada) dated January 20, 2021, as may have been amended, supplemented and/or varied from time to time.

EXHIBIT A

CONTINGENT VALUE 'A' RIGHTS CERTIFICATE

THIS CONTINGENT VALUE 'A' RIGHT HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR PURSUANT TO THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. ACCORDINGLY, THIS CONTINGENT VALUE 'A' RIGHT MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS EITHER REGISTERED UNDER THE ACT AND APPLICABLE STATE LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

CFFI VENTURES INC.

CONTINGENT VALUE 'A' RIGHTS CERTIFICATE

Contingent Value 'A' Rights Certificate No. _____*[CVR-A[•]]*_____

THIS IS TO CERTIFY THAT _____ is the registered holder of _____ Class 'A' Contingent Value Rights, each entitling such holder to receive a contingent cash payment from CFFI Ventures Inc., a corporation existing under the laws of Nova Scotia (the "**Company**"), on the terms and subject to the conditions set forth in this Contingent Value 'A' Rights certificate (the "**Certificate**").

This Certificate is issued pursuant to a plan of arrangement under Section 130 of the *Companies Act* (Nova Scotia) (as it may be amended or supplemented from time to time pursuant to the terms thereof, the "**Plan of Arrangement**"), whereby, among other things, the holders of Subordinate Secured Debt (as defined in the Plan of Arrangement) as of immediately prior to the Effective Time will become entitled to receive a contingent cash payment on the terms and subject to the conditions set forth herein (each, a "**Contingent Value 'A' Right**"), in exchange and as consideration for the full and final settlement of the Subordinate Secured Debt held by such holders as at the Effective Date, pursuant to the terms of the Plan of Arrangement.

1. INTERPRETATION

1.1 Definitions. Capitalized terms used in this Certificate shall have the meanings ascribed to them below:

(a) "**Affiliate**" means, with respect to any Person, any other Person directly or indirectly, controlling, controlled by, or under common control with, such Person. For this purpose, "control" (including, the terms "controlling", "controlled" "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise;

(b) "**Board of Directors**" means the board of directors of the Company from time to time;

(c) "**Business Day**" means any day, other than a Saturday, a Sunday or a day on which banks are required or authorized to remain closed in Halifax, Nova Scotia, Canada;

(d) "**Certificate**" has the meaning set forth in the recitals hereto;

(e) "**CFFI Assets**" has the meaning set forth in the Plan of Arrangement.

(f) "**CFFI Assets Mark-to-Market Value**" means, at the applicable time, the fair market value of the CFFI Assets then held, as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(g) "**CFFI Assets Net Realized Value**" means, at the applicable time, without duplication, the aggregate amount of cash and the fair market value of any non-cash consideration received by the Company since the Effective Date on account of (i) any dividend or other distribution, direct or indirect, paid to the Company on account of any of the Transferred Equity Interests and (ii) any sale, transfer or other disposition by the Company to any Person of any CFFI Assets, including any of the Transferred Equity Interests or Transferred Tangible Property, net of any costs or expenses directly incurred in connection therewith (with any escrowed, held-back or withheld amounts included only when released to the Company), in each case as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(h) "**CFFI Assets Value**" means, at any given time, the sum of (i) the CFFI Assets Mark-to-Market Value and (ii) the CFFI Assets Net Realized Value.

(i) "**CFFI Minimum Asset Value**" means $[•].[1]

(j) "**Company**" has the meaning set forth in the recitals hereto;

(k) "**Company Permitted Assignee**" has the meaning set forth in Section 4.3;

(l) "**Contingent Value 'A' Maximum Payment Amount**" means $[•][2], being the maximum aggregate amount that may be paid to all Holders of Contingent Value 'A' Rights.

(m) "**Contingent Value 'A' Payment**" has the meaning set forth in Section 2.9(b);

(n) "**Contingent Value 'A' Payment Date**" means a date determined by the Company that is no later than forty (40) Business Days after the end of the applicable Contingent Value 'A' Payment Period;

(o) "**Contingent Value 'A' Payment Determination Date**" means the last calendar day of each Contingent Value 'A' Period;

(p) "**Contingent Value 'A' Payment Determination Time**" has the meaning set forth in the definition of "**Contingent Value 'A' Payment Per Right**";

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[1] Will be the value of the Note Purchase Agreement liability but for implementation of the Plan of Arrangement.

[2] Will be the value of the applicable holder's Subordinate Secured Debt but for implementation of the Plan of Arrangement.

(q) "**Contingent Value 'A' Payment Notice**" has the meaning set forth in Section 2.9(a);

(r) "**Contingent Value 'A' Payment Per Right**" means, with respect to any Contingent Value 'A' Payment Period, an amount equal to the Contingent Value 'A' Payment Pool calculated for the applicable Contingent Value 'A' Payment Period divided by the total number of Contingent Value 'A' Rights issued and outstanding as of 11:59 p.m. on December 31 of the applicable Contingent Value 'A' Payment Period (the "**Contingent Value 'A' Payment Determination Time**");

(s) "**Contingent Value 'A' Payment Periods**" means each consecutive financial year of the Company ending on December 31; provided that, the first Contingent Value 'A' Payment Period shall commence on the Effective Date and the last Contingent Value 'A' Payment Period shall end on the Termination Date;

(t) "**Contingent Value 'A' Payment Pool**" means, with respect to any Contingent Value 'A' Payment Period, an amount equal to 15% of the Company's Gross Profit for such Contingent Value 'A' Payment Period, net of any deduction of allowances for reserves as in the opinion of the Board of Directors, acting reasonably and in good faith, are required to or are prudent to maintain to fund the operations and liabilities of the Company and its subsidiaries; provided that, the Contingent Value 'A' Payment Pool for any given Contingent Value 'A' Payment Period shall never exceed the Contingent Value 'A' Payment Pool Annual Maximum for any Contingent 'A' Payment Period;

(u) "**Contingent Value 'A' Payment Pool Annual Maximum**" means, with respect to any Contingent Value 'A' Payment Period, the excess (if any) of the CFFI Assets Value over the CFFI Minimum Asset Value, as calculated on the Contingent Value 'A' Payment Determination Date;

(v) "**Contingent Value 'A' Right**" has the meaning set forth in the recitals hereto;

(w) "**Contingent Value 'A' Rights Register**" has the meaning set forth in Section 2.7;

(x) "**Effective Date**" has the meaning set forth in the Plan of Arrangement;

(y) "**Effective Time**" has the meaning set forth in the Plan of Arrangement;

(z) "**Extraordinary Resolution**" has the meaning set forth in Section 3.12;

(aa) "**Governmental Entity**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or axing authority or power;

(bb) "**Gross Profit**" means, for any Contingent Value 'A' Payment Period, the amount equal to: (i) realized gains and income recognized by the Company in profit or loss from (i) the disposition of assets, subsidiaries or other investments (including shares, limited partnership units, debt instruments and intangible assets), measured as the aggregate consideration received; and (ii) investment income, including interest, dividends and partnership or fund distributions, in each case to the extent recognized in profit or loss under US GAAP; minus (b) all expenses, costs and charges of the Company incurred or recognized in such period under US GAAP, whether direct or indirect, operating or non-operating, including, without limitation, selling, general and administrative expenses (including employee salaries, benefits and any other employment-related costs), occupancy and insurance, information technology, professional fees and advisory or success fees, brokerage fees, severance, retention and change-in-control payments, transaction expenses (including transfer taxes and other transaction-related taxes), depreciation and amortization, impairment charges and write-downs, financing and interest costs, foreign exchange losses, and income, capital gains and other taxes;

(cc) "**Holder**" means, as the context requires, the holder of this Certificate and any Person in whose name a Contingent Value 'A' Right is registered in the Contingent Value 'A' Register at the applicable time;

(dd) "**Interim Order**" has the meaning set forth in the Plan of Arrangement;

(ee) "**Note Purchase Agreement**" has the meaning set forth in the Plan of Arrangement;

(ff) "**Note Purchase Agreement Debt Documents**" has the meaning set forth in the Plan of Arrangement;

(gg) "**Person**" means any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

(hh) "**Plan of Arrangement**" has the meaning set forth in the recitals hereto;

(ii) "**Termination Date**" means December 31, 2031;

(jj) "**Transferred Equity Interests**" has the meaning set forth in the Plan of Arrangement;

(kk) "**Transferred Tangible Property**" has the meaning set forth in the Plan of Arrangement;

(ll) "**US GAAP**" means generally accepted accounting principles in the United States as in effect from time to time, consistently applied throughout the periods involved;

1.2 Interpretation.

(a) Currency. All references to dollars or to $ are references to Canadian dollars. For the purposes of converting various amounts from Canadian dollars to United States dollars or from United States dollars to Canadian dollars for the purposes of this Certificate, a Canadian dollar to United States dollar exchange rate shall be selected by the Board of Directors, acting reasonably.

(b) Gender and Number. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(c) Certain Phrases and References, etc. The words (a) "including," "includes" and "include" mean "including (or includes or include) without limitation," (b) "or" or "either" shall not be exclusive, and (c) "the aggregate of," "the total of," "the sum of," or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of." The phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not merely mean "if". Unless stated otherwise, "Article" and "Section" followed by a number or letter mean and refer to the specified Article or Section of this Certificate. The term "Certificate" and any reference in this Certificate to this Certificate or any other agreement or document includes, and is a reference to, this Certificate or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it.

(d) Statutes. Any reference to a statute refers to such statute and all rules and regulations made or promulgated under it, as it or they may have been or may from time to time be amended modified, supplemented or reenacted, including by succession of comparable successor laws, in each case unless expressly stated otherwise.

(e) Computation of Time. If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Certificate, then the first day of the period is not counted, but the day of its expiry is counted. Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day.

(f) Time References. Unless otherwise specified, all references to time herein mean local time, in Halifax, Nova Scotia.

(g) Accounting Matters. For the purposes of this Certificate, Gross Profit shall be derived from the Company's books and records and its financial statements prepared in good faith in accordance with US GAAP. The Company shall apply US GAAP and its accounting policies on a basis consistent with prior periods. Any change in accounting policies or practices (including as required by US GAAP) shall be reflected using a method that preserves comparability so that Gross Profit is not artificially increased or decreased by such change, with reasonable

adjustments made if necessary to achieve comparability, as conclusively determined by the Company acting reasonably.

2. TERMS OF CLASS "A" CONTINGENT VALUE RIGHTS

2.1 Contingent Value 'A' Right Payments. Each Contingent Value 'A' Right shall entitle the Holder thereof to receive from the Company, subject to Sections 2.3 and 2.4 and subject to the Company's right to make any applicable deductions or withholdings in accordance with Section 2.9(c), in respect of any Contingent Value 'A' Payment Period, an amount equal to the Contingent Value 'A' Payment Per Right, provided that:

(a) no amounts shall be paid, payable or accrue hereunder or to any Holder of Contingent Value 'A' Rights for such Contingent Value 'A' Payment Period unless the CFFI Assets Value as of the applicable Contingent Value 'A' Payment Determination Time is greater than the CFFI Minimum Asset Value; and

(b) the aggregate of all payments made to Holders of Contingent Value 'A' Rights shall not exceed the Contingent Value 'A' Maximum Payment Amount.

2.2 Holder of Contingent Value 'A' Rights not a Shareholder. Nothing in the holding of this Certificate, or otherwise, shall, in itself, confer or be construed as conferring upon the Holder any right or interest whatsoever as a shareholder of the Company, including, but not limited to, the right to vote at, to receive notice of, or to attend, meetings of shareholders of the Company or any other proceedings of the Company, or the right to dividends and other allocations.

2.3 Solvency Restrictions. Notwithstanding any other provision of this Certificate, the Company is not obligated to deliver any payments hereunder to the extent that it would be contrary to solvency requirements or any other provision of applicable law.

2.4 Contingent Value 'A' Rights to Rank Pari Passu. All Contingent Value 'A' Rights are direct unsecured contingent obligations of the Company and shall rank *pari passu* with each other, whatever may be the actual date of issue thereof. Apart from the foregoing, the Contingent Value 'A' Rights shall not confer on Holders any legal right or interest in any other property of the Company or its Affiliates or the Company.

2.5 Transfer and Ownership of Contingent Value 'A' Rights. Subject to Section 2.10, neither this Certificate nor any right or interest hereunder shall be assignable by the Holder, his beneficiaries, dependents or legal representatives without the Company's prior written consent, which may be withheld or conditioned in its sole discretion.

2.6 Ownership of Rights. The Company may deem and treat the registered Holder of this Certificate as the absolute owner of the Contingent Value 'A' Rights represented hereby for all purposes and the Company shall not be affected by any notice or knowledge to the contrary, except where the Company is required to take notice by statute or by order of a court of competent jurisdiction.

2.7 Register. The Company shall maintain a register (the "Contingent Value 'A' Right Register") which shall include (without limitation) the following information for each

Holder: (i) the name and mailing address of each Holder and (ii) the number of Contingent Value 'A' Rights issued to each Holder pursuant to the Plan of Arrangement.

2.8 Issue in Substitution for Certificates Lost, etc.

(a) If this Certificate becomes mutilated or is lost, destroyed or stolen, the Company, subject to applicable law, shall issue and deliver, a new Certificate of like tenor, and bearing the same legend, if applicable, as the one mutilated, lost, destroyed or stolen in exchange for and in place of and upon cancellation of such mutilated Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Certificate, and the substituted Certificate shall be entitled to the benefits hereof.

(b) The applicant for the issue of a new Certificate pursuant to this Section 2.8 shall bear the cost of the issue thereof and in case of loss, destruction or theft shall, as a condition precedent to the issuance thereof, furnish to the Company such evidence of ownership and of the loss, destruction or theft of the Certificate so lost, destroyed or stolen as shall be satisfactory to the Company, in its sole discretion, acting reasonably, and such applicant shall also be required to furnish an indemnity and surety bond in amount and form satisfactory to the Company, in its sole discretion, and shall pay the reasonable charges of the Company in connection therewith.

2.9 Payment Procedures.

(a) Within twenty (20) Business Days of the end of a Contingent Value 'A' Payment Period, the Company shall provide each Holder with written notice (the "**Contingent Payment Notice**") setting out: (a) the Contingent Value 'A' Payment Per Right for that Contingent Value 'A' Payment Period (if any) (net of any applicable deductions or withholdings pursuant to Section 2.9(c)) and (b) the Contingent Value 'A' Payment Date of the applicable payment.

(b) On or before 11:00 a.m. (Eastern time) on the Business Day immediately prior to the applicable Contingent Value 'A' Payment Date, the Company shall send by first-class mail (postage prepaid) to the address of the Holder of the Contingent Value 'A' Rights last appearing on the register pursuant to Section 2.7 (or, in the event of the address not being so recorded, at the last known address of the Holder), a cheque in the name of such Holder representing the amount payable to the Holder in accordance with Section 2.1 (the "**Contingent Value 'A' Payment**"). Notwithstanding the aforementioned, the Company may, in its sole discretion, elect to make any payments hereunder by wire transfer to an account designated in writing by the Holder, provided that the Holder has delivered to the Company current and accurate wire transfer details upon the Company's request. If the Holder fails to deliver such wire transfer details within a reasonable time following the Company's request, the Company shall send the payment by cheque to the Holder's last known address as recorded in the register pursuant to Section 2.7 (or, if no such address is recorded, to the last known address of the Holder) and the Holder shall be deemed to waive any claims, liabilities or damages arising from non-delivery, delay, or other issues resulting from the use of such delivery method.

(c) The Company (and any applicable Affiliate) shall be entitled to deduct and withhold from any amounts or property to be issued, paid, assigned or conveyed hereunder, such amounts as the Company is required to deduct and withhold with respect to such payment or transfer under the *Income Tax Act* (Canada) or any provision of federal, provincial, state, local or foreign tax law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the relevant Holder, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

(d) If any portion of any Contingent Value 'A' Payment remains undistributed to a Holder twelve (12) months after the delivery date of the Contingent Value 'A' Payment Notice, such Holder shall be entitled to look to the Company (subject to abandoned property, escheat and other similar applicable law) only as general creditors thereof with respect to the Contingent Value 'A' Payment payable hereunder, without any interest thereon. The Company shall not be liable to such Holder for any such consideration delivered in respect of a Contingent Value 'A' Right to a public official pursuant to any abandoned property, escheat or other similar applicable law.

(e) For the avoidance of doubt, no Contingent Value 'A' Payment shall accrue or become payable to any Holder with respect to any Contingent Value 'A' Payment Period unless the CFFI Assets Value as of the applicable Contingent Value 'A' Payment Determination Date is greater than the CFFI Minimum Asset Value.

2.10 Ability to Abandon Contingent Value 'A' Rights. A Holder may at any time, at such Holder's option, abandon all of such Holder's remaining rights in a Contingent Value 'A' Right by transferring such Contingent Value 'A' Right to the Company or any of its Affiliates without consideration therefor, which abandonment a Holder may effect by delivery of a written notice of such transfer and abandonment to the Company. Subject to applicable law, nothing in this Certificate shall prohibit the Company or any of its Affiliates from offering to acquire or acquiring any Contingent Value 'A' Rights for consideration from the Holders, in private transactions or otherwise, in its sole discretion. Any Contingent Value 'A' Rights acquired by the Company or any of its Affiliates shall be automatically deemed extinguished and no longer outstanding. Notwithstanding anything to the contrary herein, the Company and its Affiliates shall have no obligation to make any offer to acquire Contingent Value 'A' Rights on a pro rata basis or to extend any such offer to all Holders, and any such acquisition may be conducted selectively and at the sole discretion of the Company or its Affiliates.

2.11 Termination Date. At the Termination Date, this Certificate shall be cancelled and shall thereafter by null, void and of no effect; provided that, any unpaid Contingent Value 'A' Payments accrued prior to the Termination Date shall remain payable by the Company in accordance with Section 2.9.

3. MEETINGS OF HOLDERS

3.1 Right to Convene Meeting. The Company may at any time, and any Holders holding at least 66 2/3% of the Contingent Value 'A' Rights issued and outstanding at such time may, not more than once every two calendar years, convene a meeting of the Holders (the

"**Requisitioning Holder**"). Every such meeting shall be held in Halifax, Nova Scotia; provided, that, any meeting held pursuant to this Article 3 may be held through a virtual or electronic meeting platform.

3.2 Notice of Meetings. At least ten days' and not more than 60 days' prior written notice of any meeting of the Holders shall be given to the Holders by ordinary post addressed to such Holders at their post office addresses appearing on the Contingent Value 'A' Right Register hereinbefore mentioned. Such notice must state the time when and the place where the meeting is to be held and state briefly the general nature of the business to be transacted thereat and shall contain such information as is reasonably necessary to enable the Holders to make a reasoned decision on the matter.

3.3 Chair. An individual (who need not be a Holder) designated in writing by the Company (if it calls the meeting) shall be the chair of the meeting and if no individual is so designated, or if the individual so designated is not present within fifteen (15) minutes from the time fixed for the holding of the meeting, Holders present in person or by proxy shall choose an individual present to be chair.

3.4 Quorum. At any meeting of the Holders a quorum shall consist of Holders present in person or by proxy and holding more than 50% of the aggregate number of then outstanding Contingent Value 'A' Rights. If a quorum is not present within thirty (30) minutes from the time fixed for holding any meeting, no business shall be transacted at the meeting and the meeting, if summoned by the Holders, shall be dissolved; but in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day in which case it shall be adjourned to the next following Business Day) at the same time and place and the Company shall be required to give notice in respect of such adjourned meeting's new date and time. Any business may be brought before or dealt with at an adjourned meeting which might have been dealt with at the original meeting in accordance with the notice calling the same. At the adjourned meeting the Holders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened, notwithstanding that they may not hold more than 50% of the aggregate number of all then outstanding Contingent Value 'A' Rights.

3.5 Power to Adjourn. The chair of any meeting at which a quorum is present may, with the consent of the meeting, adjourn any such meeting, and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

3.6 Show of Hands. Unless a poll is demanded or required as provided in Section 3.7, every question submitted to a meeting shall be decided in the first place by a majority of the votes given on a show of hands, a declaration by the chair that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

3.7 Poll. On every Extraordinary Resolution, and on any other question submitted to a meeting and after a vote by show of hands when demanded by the chair or by one or more of the Holders acting in person or by proxy and holding in the aggregate at least 5% of all the Contingent Value 'A' Rights then outstanding, a poll must be taken in such manner as the

chair directs. Questions other than those required to be determined by Extraordinary Resolution shall be decided by a majority of the votes cast on the poll.

3.8 Voting.

(a) On a show of hands, every Person who is present and entitled to vote, whether as a Holder or as proxy for one or more Holders or both, shall have one vote in respect of each Contingent Value 'A' Right held or represented by proxy. On a poll, each Holder present in person or represented by a proxy duly appointed by an instrument in writing shall be entitled to one vote in respect of each Contingent Value 'A' Right held or represented by it. A proxy need not be a Holder. In the case of joint Holders of a Contingent Value 'A' Right, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others; but in case more than one of them is present in person or by proxy, they must vote together in respect of the Contingent Value 'A' Rights of which they are joint Holders. The chair of any meeting shall be entitled, both on a show of hands and on a poll, to vote in respect of any Contingent Value 'A' Rights, if any, held or represented by him, but shall not have a second or deciding vote.

(b) Any resolution proposed to be passed at a meeting of the Holders (including an adjourned meeting) duly convened and held in accordance with the provisions of this Article 3 shall, except in the case of those matters expressly required to be approved by Extraordinary Resolution, be considered duly passed if approved by a majority of the Holders present in person or represented by proxy at the meeting.

3.9 Regulations.

(a) The Company may from time to time make or vary or restate such regulations as it shall from time to time think fit regarding the following:

(i) the setting of the record date for a meeting for the purpose of determining Holders entitled to receive notice of and to vote at the meeting;

(ii) the deposit of instruments appointing proxies at such place and time as the Company or the Holders convening the meeting, as the case may be, may in the notice convening the meeting direct;

(iii) the deposit of instruments appointing proxies at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxies to be mailed, telecopied or sent electronically before the meeting to the Company at the place where the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting;

(iv) the form of the instrument of proxy; and

(v) generally for the calling of meetings of Holders and the conduct of business thereat.

(b) Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Except as such regulations may provide, the only Persons who shall be recognized at any meeting as Holders, or as entitled to vote or be present at the meeting in respect thereof, shall be Holders and Persons whom Holders have by instrument in writing duly appointed as their proxies.

3.10 Company Representation. The Company, by its officers, directors, agents and employees and legal advisors, may attend any meeting of the Holders, and shall be recognized and given reasonable opportunity to speak to any resolutions proposed for consideration by the meeting, but shall not be entitled to vote thereat.

3.11 Powers Exercisable by Extraordinary Resolution.

Subject to applicable law, in addition to the powers conferred upon them by any other provisions of this Certificate or by law, the Holders at a meeting shall have the power, exercisable from time to time by Extraordinary Resolution:

(a) to sanction any modification, abrogation, alteration, compromise or arrangement of the rights of the Holders against the Company whether such rights arise under this Certificate; provided that, no such modification, abrogation, alteration, compromise or arrangement relating to this Certificate is effective unless approved in writing by the Company;

(b) to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Holders; provided that, no such amendment, alteration or repeal of any such Extraordinary Resolution is effective unless approved in writing by the Company; and

(c) to the extent required by any applicable laws or order of a court of competent jurisdiction, assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or other securities of the Company.

3.12 Meaning of Extraordinary Resolution. The expression "Extraordinary Resolution" when used in this Certificate means, subject as provided in in Section 3.14, a resolution passed, at a meeting of Holders duly convened and held in accordance with the provisions of this Article 3 by the affirmative votes of the Holders holding at least 66 2/3% of the aggregate number of all then outstanding Contingent Value 'A' Rights represented at the meeting and voted on a poll upon such resolution.

3.13 Powers Cumulative. Any one or more of the powers and/or any combination of the powers in this Certificate stated to be exercisable by the Holders by Extraordinary Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers or any combination of powers from time to time shall not be deemed to exhaust the

rights of the Holders to exercise the same or any other such power or combination of powers thereafter from time to time.

3.14 Instruments in Writing. All actions which may be taken and all powers which may be exercised by the Holders at a meeting held as provided in this Article 2.11 may also be taken and exercised by Holders holding at least 66 2/3% of the aggregate number of all then outstanding Contingent Value 'A' Rights by an instrument in writing signed in one or more counterparts by such Holders in person or by attorney duly appointed in writing, and the expression "Extraordinary Resolution" when used in this Certificate shall include an instrument so signed.

3.15 Binding Effect of Resolutions. Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article 3 at a meeting of Holders shall be binding upon all Holders, whether present at or absent from such meeting, and every instrument in writing signed by Holders in accordance with Section 3.14 shall be binding upon all Holders, whether signatories thereto or not, and each and every Holder (subject to the provisions for its indemnity herein contained) shall be bound to give effect accordingly to every such resolution, Extraordinary Resolution and instrument in writing.

4. GENERAL

4.1 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two Business Days after) it is sent by (a) confirmed e-mail; (b) overnight delivery; or (c) registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at [●] in the case of the Company, or the address set forth in the Contingent Value 'A' Right Register, in the case of the Holder.

4.2 Provisions of this Certificate and Contingent Rights for the Sole Benefit of Holder. Nothing in this Certificate, expressed or implied, shall give or be construed to give to any person other than the Company and the Holder, as the case may be, any legal or equitable right, remedy or claim under this Certificate, or under any covenant or provision herein or therein contained, all such covenants and provisions being for the sole benefit of the Company and the Holder.

4.3 Company Successors and Assigns. The Company may assign any or all of its rights, interests and obligations under this Certificate (a) to any Affiliate and (b) to any Person in connection with, or to implement, the Plan of Arrangement (each, a "**Company Permitted Assignee**"), in each case without the consent of the Holder. Except for an assignment effected by operation of law pursuant to the Plan of Arrangement, any Company Permitted Assignee shall, as a condition to such assignment, execute and deliver to the Holder a written instrument assuming and agreeing to be bound by all terms of this Certificate, including the due and punctual payment of all Contingent Value 'A' Payments and the due and punctual performance and observance of all covenants and obligations of the Company hereunder. Upon the effectiveness of any such assignment, (i) the assignee shall be deemed the "Company" for all purposes hereof and (ii) the assignor shall be released from further obligations hereunder arising after the effective time of such assignment, except for obligations that accrued prior thereto. This Section binds and inures to the benefit of the

Company and its successors and permitted assigns, and any successor or Company Permitted Assignee may rely on and further assign in accordance with this Section.

4.4 Governing Law. This Certificate shall be governed by and construed and interpreted in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein without giving effect to the conflicts of laws principles thereof and without reference to the laws of any other jurisdiction.

4.5 Entire Agreement. This Certificate, constitutes the entire agreement among the Company and the Holder hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Company and the Holder with respect to the subject matter hereof.

4.6 Further Assurances. The Company shall make, execute, endorse, acknowledge and deliver any amendments, modifications or supplements hereto and restatements hereof and any other agreements, instruments or documents, and take any and all such other actions, as may from time to time be reasonably requested by Holder to effect, confirm or further assure or protect and preserve the interests, rights and remedies of Holder pursuant to the terms of this Certificate.

[Signature page to follow]

IN WITNESS WHEREOF the Company has caused this Certificate to be signed by its duly authorized officer as of the Effective Date.

CFFI VENTURES INC.

Per: _____
(Authorized Signatory)

EXHIBIT B

CONTINGENT VALUE 'B' RIGHTS CERTIFICATE

THIS CONTINGENT VALUE 'B' RIGHT HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR PURSUANT TO THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. ACCORDINGLY, THIS CONTINGENT VALUE 'B' RIGHT MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS EITHER REGISTERED UNDER THE ACT AND APPLICABLE STATE LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

CFFI VENTURES INC.

CONTINGENT VALUE 'B' RIGHTS CERTIFICATE

Contingent Value 'B' Rights Certificate No. _____*[CVR-B[•]]*_____

THIS IS TO CERTIFY THAT _____ is the registered holder of _____ Class 'B' Contingent Value Rights, each entitling such holder to receive a contingent cash payment from CFFI Ventures Inc., a corporation existing under the laws of Nova Scotia (the "**Company**"), on the terms and subject to the conditions set forth in this Contingent Value 'B' Rights certificate (the "**Certificate**").

This Certificate is issued pursuant to a plan of arrangement under Section 130 of the *Companies Act* (Nova Scotia) (as it may be amended or supplemented from time to time pursuant to the terms thereof, the "**Plan of Arrangement**"), whereby, among other things, certain holders of Unsecured Claims (as defined in the Plan of Arrangement) as of immediately prior to the Effective Time will become entitled to receive a contingent cash payment on the terms and subject to the conditions set forth herein (each, a "**Contingent Value 'B' Right**"), in exchange and as consideration for the full and final settlement of the Unsecured Claims held by such holders as at the Effective Date, pursuant to the terms of the Plan of Arrangement.

1. INTERPRETATION

1.1 Definitions. Capitalized terms used in this Certificate shall have the meanings ascribed to them below:

(a) "**Affiliate**" means, with respect to any Person, any other Person directly or indirectly, controlling, controlled by, or under common control with, such Person. For this purpose, "control" (including, the terms "controlling", "controlled" "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise;

(b) "**Board of Directors**" means the board of directors of the Company from time to time;

(c) "**Business Day**" means any day, other than a Saturday, a Sunday or a day on which banks are required or authorized to remain closed in Halifax, Nova Scotia, Canada;

(d) "**Certificate**" has the meaning set forth in the recitals hereto;

(e) "**CFFI Assets**" has the meaning set forth in the Plan of Arrangement.

(f) "**CFFI Assets Mark-to-Market Value**" means, at the applicable time, the fair market value of the CFFI Assets then held, as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(g) "**CFFI Assets Net Realized Value**" means, at the applicable time, without duplication, the aggregate amount of cash and the fair market value of any non-cash consideration received by the Company since the Effective Date on account of (i) any dividend or other distribution, direct or indirect, paid to the Company on account of any of the Transferred Equity Interests and (ii) any sale, transfer or other disposition by the Company to any Person of any CFFI Assets, including any of the Transferred Equity Interests or Transferred Tangible Property, net of any costs or expenses directly incurred in connection therewith (with any escrowed, held-back or withheld amounts included only when released to the Company), in each case as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(h) "**CFFI Assets Value**" means, at any given time, the sum of (i) the CFFI Assets Mark-to-Market Value and (ii) the CFFI Assets Net Realized Value.

(i) "**CFFI Minimum Asset Value**" means $[•].[1]

(j) "**Company**" has the meaning set forth in the recitals hereto;

(k) "**Company Permitted Assignee**" has the meaning set forth in Section 4.3;

(l) "**Contingent Value 'B' Maximum Payment Amount**" means $[•][2], being the maximum aggregate amount that may be paid to all Holders of Contingent Value 'B' Rights.

(m) "**Contingent Value 'B' Payment**" has the meaning set forth in Section 2.9(b);

(n) "**Contingent Value 'B' Payment Date**" means a date determined by the Company that is no later than forty (40) Business Days after the end of the applicable Contingent Value 'B' Payment Period;

(o) "**Contingent Value 'B' Payment Determination Date**" means the last calendar day of each Contingent Value 'B' Period;

(p) "**Contingent Value 'B' Payment Determination Time**" has the meaning set forth in the definition of "**Contingent Value 'B' Payment Per Right**";

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[1] Will be the value of the Note Purchase Agreement liability but for implementation of the Plan of Arrangement.

[2] Will be the value of the applicable holder's Unsecured Claim but for implementation of the Plan of Arrangement.

(q) "**Contingent Value 'B' Payment Notice**" has the meaning set forth in Section 2.9(a);

(r) "**Contingent Value 'B' Payment Per Right**" means, with respect to any Contingent Value 'B' Payment Period, an amount equal to the Contingent Value 'B' Payment Pool calculated for the applicable Contingent Value 'B' Payment Period divided by the total number of Contingent Value 'B' Rights issued and outstanding as of 11:59 p.m. on December 31 of the applicable Contingent Value 'B' Payment Period (the "**Contingent Value 'B' Determination Time**");

(s) "**Contingent Value 'B' Payment Periods**" means each consecutive financial year of the Company ending on December 31; provided that, the first Contingent Value 'B' Payment Period shall commence on the Effective Date and the last Contingent Value 'B' Payment Period shall end on the Termination Date;

(t) "**Contingent Value 'B' Payment Pool**" means, with respect to any Contingent Value 'B' Payment Period, an amount equal to 15% of the Company's Gross Profit for such Contingent Value 'B' Payment Period, net of any deduction of allowances for reserves as in the opinion of the Board of Directors, acting reasonably and in good faith, are required to or are prudent to maintain to fund the operations and liabilities of the Company and its subsidiaries; provided that, the Contingent Value 'B' Payment Pool for any given Contingent Value 'B' Payment Period shall never exceed the Contingent Value 'B' Payment Pool Annual Maximum for any Contingent Value 'B' Payment Period;

(u) "**Contingent Value 'B' Payment Pool Annual Maximum**" means, with respect to any Contingent Value 'B' Payment Period, the excess (if any) of the CFFI Assets Value over the CFFI Minimum Asset Value, as calculated on the Contingent Value 'B' Payment Determination Date;

(v) "**Contingent Value 'B' Right**" has the meaning set forth in the recitals hereto;

(w) "**Contingent Value 'B' Rights Register**" has the meaning set forth in Section 2.7;

(x) "**Effective Date**" has the meaning set forth in the Plan of Arrangement;

(y) "**Effective Time**" has the meaning set forth in the Plan of Arrangement;

(z) "**Extraordinary Resolution**" has the meaning set forth in Section 3.12;

(aa) "**Governmental Entity**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or axing authority or power;

(bb) "**Gross Profit**" means, for any Contingent Value 'B' Payment Period, the amount equal to: (i) realized gains and income recognized by the Company in profit or loss from (i) the disposition of assets, subsidiaries or other investments (including shares, limited partnership units, debt instruments and intangible assets), measured as the aggregate consideration received; and (ii) investment income, including interest, dividends and partnership or fund distributions, in each case to the extent recognized in profit or loss under US GAAP; minus (b) all expenses, costs and charges of the Company incurred or recognized in such period under US GAAP, whether direct or indirect, operating or non-operating, including, without limitation, selling, general and administrative expenses (including employee salaries, benefits and any other employment-related costs), occupancy and insurance, information technology, professional fees and advisory or success fees, brokerage fees, severance, retention and change-in-control payments, transaction expenses (including transfer taxes and other transaction-related taxes), depreciation and amortization, impairment charges and write-downs, financing and interest costs, foreign exchange losses, and income, capital gains and other taxes;

(cc) "**Holder**" means, as the context requires, the holder of this Certificate and any Person in whose name a Contingent Value 'B' Right is registered in the Contingent Value 'B' Register at the applicable time;

(dd) "**Interim Order**" has the meaning set forth in the Plan of Arrangement;

(ee) "**Note Purchase Agreement**" has the meaning set forth in the Plan of Arrangement;

(ff) "**Note Purchase Agreement Debt Documents**" has the meaning set forth in the Plan of Arrangement;

(gg) "**Person**" means any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

(hh) "**Plan of Arrangement**" has the meaning set forth in the recitals hereto;

(ii) "**Support Agreement**" has the meaning set forth in the recitals hereto; and

(jj) "**Termination Date**" means December 31, 2031;

(kk) "**Transferred Equity Interests**" has the meaning set forth in the Plan of Arrangement;

(ll) "**Transferred Tangible Property**" has the meaning set forth in the Plan of Arrangement;

(mm) "**US GAAP**" means generally accepted accounting principles in the United States as in effect from time to time, consistently applied throughout the periods involved;

1.2 Interpretation.

(a) Currency. All references to dollars or to $ are references to Canadian dollars. For the purposes of converting various amounts from Canadian dollars to United States dollars or from United States dollars to Canadian dollars for the purposes of this Certificate, a Canadian dollar to United States dollar exchange rate shall be selected by the Board of Directors, acting reasonably.

(b) Gender and Number. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(c) Certain Phrases and References, etc. The words (a) "including," "includes" and "include" mean "including (or includes or include) without limitation," (b) "or" or "either" shall not be exclusive, and (c) "the aggregate of," "the total of," "the sum of," or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of." The phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not merely mean "if". Unless stated otherwise, "Article" and "Section" followed by a number or letter mean and refer to the specified Article or Section of this Certificate. The term "Certificate" and any reference in this Certificate to this Certificate or any other agreement or document includes, and is a reference to, this Certificate or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it.

(d) Statutes. Any reference to a statute refers to such statute and all rules and regulations made or promulgated under it, as it or they may have been or may from time to time be amended modified, supplemented or reenacted, including by succession of comparable successor laws, in each case unless expressly stated otherwise.

(e) Computation of Time. If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Certificate, then the first day of the period is not counted, but the day of its expiry is counted. Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day.

(f) Time References. Unless otherwise specified, all references to time herein mean local time, in Halifax, Nova Scotia.

(g) Accounting Matters. For the purposes of this Certificate, Gross Profit shall be derived from the Company's books and records and its financial statements prepared in good faith in accordance with US GAAP. The Company shall apply US GAAP and its accounting policies on a basis consistent with prior periods. Any change in accounting policies or practices (including as required by US GAAP) shall be reflected using a method that preserves comparability so that Gross Profit is not artificially increased or decreased by such change, with reasonable

adjustments made if necessary to achieve comparability, as conclusively determined by the Company acting reasonably.

2. TERMS OF CLASS "B" CONTINGENT VALUE RIGHTS

2.1 Contingent Value 'B' Right Payments. Each Contingent Value 'B' Right shall entitle the Holder thereof to receive from the Company, subject to Sections 2.3 and 2.4 and subject to the Company's right to make any applicable deductions or withholdings in accordance with Section 2.9(c), in respect of any Contingent Value 'B' Payment Period, an amount equal to the Contingent Value 'B' Payment Per Right, provided that:

(a) no amounts shall be paid, payable or accrue hereunder or to any Holder of Contingent Value 'B' Rights for such Contingent Value 'B' Payment Period unless:

(i) the CFFI Assets Value as of the applicable Contingent Value 'B' Payment Determination Time is greater than the CFFI Minimum Asset Value; and

(ii) the Contingent Value 'A' Maximum Payment Amount has been paid in full as of the applicable Contingent Value 'B' Payment Determination Time; and

(b) the aggregate of all payments made to Holders of Contingent Value 'B' Rights shall not exceed the Contingent Value 'B' Maximum Payment Amount.

2.2 Holder of Contingent Value 'B' Rights not a Shareholder. Nothing in the holding of this Certificate, or otherwise, shall, in itself, confer or be construed as conferring upon the Holder any right or interest whatsoever as a shareholder of the Company, including, but not limited to, the right to vote at, to receive notice of, or to attend, meetings of shareholders of the Company or any other proceedings of the Company, or the right to dividends and other allocations.

2.3 Solvency Restrictions. Notwithstanding any other provision of this Certificate, the Company is not obligated to deliver any payments hereunder to the extent that it would be contrary to solvency requirements or any other provision of applicable law.

2.4 Contingent Value 'B' Rights to Rank Pari Passu. All Contingent Value 'B' Rights are direct unsecured contingent obligations of the Company and shall rank *pari passu* with each other, whatever may be the actual date of issue thereof. Apart from the foregoing, the Contingent Value 'B' Rights shall not confer on Holders any legal right or interest in any other property of the Company or its Affiliates or the Company.

2.5 Transfer and Ownership of Contingent Value 'B' Rights. Subject to Section 2.10, neither this Certificate nor any right or interest hereunder shall be assignable by the Holder, his beneficiaries, dependents or legal representatives without the Company's prior written consent, which may be withheld or conditioned in its sole discretion.

2.6 Ownership of Rights. The Company may deem and treat the registered Holder of this Certificate as the absolute owner of the Contingent Value 'B' Rights represented hereby for all purposes and the Company shall not be affected by any notice or knowledge to the

contrary, except where the Company is required to take notice by statute or by order of a court of competent jurisdiction.

2.7 Register. The Company shall maintain a register (the "Contingent Value 'B' Right Register") which shall include (without limitation) the following information for each Holder: (i) the name and mailing address of each Holder and (ii) the number of Contingent Value 'B' Rights issued to each Holder pursuant to the Plan of Arrangement.

2.8 Issue in Substitution for Certificates Lost, etc.

(a) If this Certificate becomes mutilated or is lost, destroyed or stolen, the Company, subject to applicable law, shall issue and deliver, a new Certificate of like tenor, and bearing the same legend, if applicable, as the one mutilated, lost, destroyed or stolen in exchange for and in place of and upon cancellation of such mutilated Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Certificate, and the substituted Certificate shall be entitled to the benefits hereof.

(b) The applicant for the issue of a new Certificate pursuant to this Section 2.8 shall bear the cost of the issue thereof and in case of loss, destruction or theft shall, as a condition precedent to the issuance thereof, furnish to the Company such evidence of ownership and of the loss, destruction or theft of the Certificate so lost, destroyed or stolen as shall be satisfactory to the Company, in its sole discretion, acting reasonably, and such applicant shall also be required to furnish an indemnity and surety bond in amount and form satisfactory to the Company, in its sole discretion, and shall pay the reasonable charges of the Company in connection therewith.

2.9 Payment Procedures.

(a) Within twenty (20) Business Days of the end of a Contingent Value 'B' Payment Period, the Company shall provide each Holder with written notice (the "**Contingent Payment Notice**") setting out: (a) full details of the Contingent Value 'B' Payment Per Right for that Contingent Value 'B' Payment Period (if any) (net of any applicable deductions or withholdings pursuant to Section 2.9(c)) and (b) the Contingent Value 'B' Payment Date of the applicable payment.

(b) On or before 11:00 a.m. (Eastern time) on the Business Day immediately prior to the applicable Contingent Value 'B' Payment Date, the Company shall send by first-class mail (postage prepaid) to the address of the Holder of the Contingent Value 'B' Rights last appearing on the register pursuant to Section 2.7 (or, in the event of the address not being so recorded, at the last known address of the Holder), a cheque in the name of such Holder representing the amount payable to the Holder in accordance with Section 2.1 (the "**Contingent Value 'B' Payment**"). Notwithstanding the aforementioned, the Company may, in its sole discretion, elect to make any payments hereunder by wire transfer to an account designated in writing by the Holder, provided that the Holder has delivered to the Company current and accurate wire transfer details upon the Company's request. If the Holder fails to deliver such wire transfer details within a reasonable time following the Company's request, the Company shall send the payment by cheque to the Holder's last known address as recorded in the register pursuant to Section 2.7 (or, if no such

address is recorded, to the last known address of the Holder) and the Holder shall be deemed to waive any claims, liabilities or damages arising from non-delivery, delay, or other issues resulting from the use of such delivery method.

(c) The Company (and any applicable Affiliate) shall be entitled to deduct and withhold from any amounts or property to be issued, paid, assigned or conveyed hereunder, such amounts as the Company is required to deduct and withhold with respect to such payment or transfer under the *Income Tax Act* (Canada) or any provision of federal, provincial, state, local or foreign tax law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the relevant Holder, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

(d) If any portion of any Contingent Value 'B' Payment remains undistributed to a Holder twelve (12) months after the delivery date of the Contingent Value 'B' Payment Notice, such Holder shall be entitled to look to the Company (subject to abandoned property, escheat and other similar applicable law) only as general creditors thereof with respect to the Contingent Value 'B' Payment payable hereunder, without any interest thereon. The Company shall not be liable to such Holder for any such consideration delivered in respect of a Contingent Value 'B' Right to a public official pursuant to any abandoned property, escheat or other similar applicable law.

(e) For the avoidance of doubt, no Contingent Value 'B' Payment shall accrue or become payable to any Holder with respect to any Contingent Value 'B' Payment Period unless the CFFI Assets Value as of the applicable Contingent Value 'B' Payment Determination Date is greater than the CFFI Minimum Asset Value.

2.10 Ability to Abandon Contingent Value 'B' Rights. A Holder may at any time, at such Holder's option, abandon all of such Holder's remaining rights in a Contingent Value 'B' Right by transferring such Contingent Value 'B' Right to the Company or any of its Affiliates without consideration therefor, which abandonment a Holder may effect by delivery of a written notice of such transfer and abandonment to the Company. Subject to applicable law, nothing in this Certificate shall prohibit the Company or any of its Affiliates from offering to acquire or acquiring any Contingent Value 'B' Rights for consideration from the Holders, in private transactions or otherwise, in its sole discretion. Any Contingent Value 'B' Rights acquired by the Company or any of its Affiliates shall be automatically deemed extinguished and no longer outstanding. Notwithstanding anything to the contrary herein, the Company and its Affiliates shall have no obligation to make any offer to acquire Contingent Value 'B' Rights on a pro rata basis or to extend any such offer to all Holders, and any such acquisition may be conducted selectively and at the sole discretion of the Company or its Affiliates.

2.11 Termination Date. At the Termination Date, this Certificate shall be cancelled and shall thereafter by null, void and of no effect; provided that, any unpaid Contingent Value 'B'

Payments accrued prior to the Termination Date shall remain payable by the Company in accordance with Section 2.9.

3. MEETINGS OF HOLDERS

3.1 Right to Convene Meeting. The Company may at any time, and any Holders holding at least 66 2/3% of the Contingent Value 'B' Rights issued and outstanding at such time may, not more than once every two calendar years, convene a meeting of the Holders (the "**Requisitioning Holder**"). Every such meeting shall be held in Halifax. Nova Scotia; provided, that, any meeting held pursuant to this Article 3 may be held through a virtual or electronic meeting platform.

3.2 Notice of Meetings. At least ten (10) days' and not more than sixty (60) days' prior written notice of any meeting of the Holders shall be given to the Holders by ordinary post addressed to such Holders at their post office addresses appearing on the Contingent Value 'B' Right Register hereinbefore mentioned. Such notice must state the time when and the place where the meeting is to be held and state briefly the general nature of the business to be transacted thereat and shall contain such information as is reasonably necessary to enable the Holders to make a reasoned decision on the matter.

3.3 Chair. An individual (who need not be a Holder) designated in writing by the Company (if it calls the meeting) shall be the chair of the meeting and if no individual is so designated, or if the individual so designated is not present within fifteen (15) minutes from the time fixed for the holding of the meeting, Holders present in person or by proxy shall choose an individual present to be chair.

3.4 Quorum. At any meeting of the Holders a quorum shall consist of Holders present in person or by proxy and holding more than 50% of the aggregate number of then outstanding Contingent Value 'B' Rights. If a quorum is not present within thirty (30) minutes from the time fixed for holding any meeting, no business shall be transacted at the meeting and the meeting, if summoned by the Holders, shall be dissolved; but in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day in which case it shall be adjourned to the next following Business Day) at the same time and place and the Company shall be required to give notice in respect of such adjourned meeting's new date and time. Any business may be brought before or dealt with at an adjourned meeting which might have been dealt with at the original meeting in accordance with the notice calling the same. At the adjourned meeting the Holders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened, notwithstanding that they may not hold more than 50% of the aggregate number of all then outstanding Contingent Value 'B' Rights.

3.5 Power to Adjourn. The chair of any meeting at which a quorum is present may, with the consent of the meeting, adjourn any such meeting, and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

3.6 Show of Hands. Unless a poll is demanded or required as provided in Section 3.7, every question submitted to a meeting shall be decided in the first place by a majority of the votes given on a show of hands, a declaration by the chair that a resolution has been carried or

carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

3.7 Poll. On every Extraordinary Resolution, and on any other question submitted to a meeting and after a vote by show of hands when demanded by the chair or by one or more of the Holders acting in person or by proxy and holding in the aggregate at least 5% of all the Contingent Value 'B' Rights then outstanding, a poll must be taken in such manner as the chair directs. Questions other than those required to be determined by Extraordinary Resolution shall be decided by a majority of the votes cast on the poll.

3.8 Voting.

(a) On a show of hands, every Person who is present and entitled to vote, whether as a Holder or as proxy for one or more Holders or both, shall have one vote in respect of each Contingent Value 'B' Right held or represented by proxy. On a poll, each Holder present in person or represented by a proxy duly appointed by an instrument in writing shall be entitled to one vote in respect of each Contingent Value 'B' Right held or represented by it. A proxy need not be a Holder. In the case of joint Holders of a Contingent Value 'B' Right, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others; but in case more than one of them is present in person or by proxy, they must vote together in respect of the Contingent Value 'B' Rights of which they are joint Holders. The chair of any meeting shall be entitled, both on a show of hands and on a poll, to vote in respect of any Contingent Value 'B' Rights, if any, held or represented by him, but shall not have a second or deciding vote.

(b) Any resolution proposed to be passed at a meeting of the Holders (including an adjourned meeting) duly convened and held in accordance with the provisions of this Article 3 shall, except in the case of those matters expressly required to be approved by Extraordinary Resolution, be considered duly passed if approved by a majority of the Holders present in person or represented by proxy at the meeting.

3.9 Regulations.

(a) The Company may from time to time make or vary or restate such regulations as it shall from time to time think fit regarding the following:

(i) the setting of the record date for a meeting for the purpose of determining Holders entitled to receive notice of and to vote at the meeting;

(ii) the deposit of instruments appointing proxies at such place and time as the Company or the Holders convening the meeting, as the case may be, may in the notice convening the meeting direct;

(iii) the deposit of instruments appointing proxies at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxies to be mailed, telecopied or sent electronically before the meeting to the Company at the place where

the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting;

(iv) the form of the instrument of proxy; and

(v) generally for the calling of meetings of Holders and the conduct of business thereat.

(b) Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Except as such regulations may provide, the only Persons who shall be recognized at any meeting as Holders, or as entitled to vote or be present at the meeting in respect thereof, shall be Holders and Persons whom Holders have by instrument in writing duly appointed as their proxies.

3.10 Company Representation. The Company, by its officers, directors, agents and employees and legal advisors, may attend any meeting of the Holders, and shall be recognized and given reasonable opportunity to speak to any resolutions proposed for consideration by the meeting, but shall not be entitled to vote thereat.

3.11 Powers Exercisable by Extraordinary Resolution.

Subject to applicable law, in addition to the powers conferred upon them by any other provisions of this Certificate or by law, the Holders at a meeting shall have the power, exercisable from time to time by Extraordinary Resolution:

(a) to sanction any modification, abrogation, alteration, compromise or arrangement of the rights of the Holders against the Company whether such rights arise under this Certificate; provided that, no such modification, abrogation, alteration, compromise or arrangement relating to this Certificate is effective unless approved in writing by the Company;

(b) to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Holders; provided that, no such amendment, alteration or repeal of any such Extraordinary Resolution is effective unless approved in writing by the Company; and

(c) to the extent required by any applicable laws or order of a court of competent jurisdiction, assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or other securities of the Company.

3.12 Meaning of Extraordinary Resolution. The expression "Extraordinary Resolution" when used in this Certificate means, subject as provided in in Section 3.14, a resolution passed, at a meeting of Holders duly convened and held in accordance with the provisions of this Article 3 by the affirmative votes of the Holders holding at least 66 2/3% of the aggregate

number of all then outstanding Contingent Value 'B' Rights represented at the meeting and voted on a poll upon such resolution.

3.13 Powers Cumulative. Any one or more of the powers and/or any combination of the powers in this Certificate stated to be exercisable by the Holders by Extraordinary Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers or any combination of powers from time to time shall not be deemed to exhaust the rights of the Holders to exercise the same or any other such power or combination of powers thereafter from time to time.

3.14 Instruments in Writing. All actions which may be taken and all powers which may be exercised by the Holders at a meeting held as provided in this Article 3 may also be taken and exercised by Holders holding at least 66 2/3% of the aggregate number of all then outstanding Contingent Value 'B' Rights by an instrument in writing signed in one or more counterparts by such Holders in person or by attorney duly appointed in writing, and the expression "Extraordinary Resolution" when used in this Certificate shall include an instrument so signed.

3.15 Binding Effect of Resolutions. Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article 3 at a meeting of Holders shall be binding upon all Holders, whether present at or absent from such meeting, and every instrument in writing signed by Holders in accordance with Section 3.14 shall be binding upon all Holders, whether signatories thereto or not, and each and every Holder (subject to the provisions for its indemnity herein contained) shall be bound to give effect accordingly to every such resolution, Extraordinary Resolution and instrument in writing.

4. GENERAL

4.1 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two (2) Business Days after) it is sent by (a) confirmed e-mail; (b) overnight delivery; or (c) registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at [•] in the case of the Company, or the address set forth in the Contingent Value 'B' Right Register, in the case of the Holder.

4.2 Provisions of this Certificate and Contingent Rights for the Sole Benefit of Holder. Nothing in this Certificate, expressed or implied, shall give or be construed to give to any person other than the Company and the Holder, as the case may be, any legal or equitable right, remedy or claim under this Certificate, or under any covenant or provision herein or therein contained, all such covenants and provisions being for the sole benefit of the Company and the Holder.

4.3 Company Successors and Assigns. The Company may assign any or all of its rights, interests and obligations under this Certificate (a) to any Affiliate and (b) to any Person in connection with, or to implement, the Plan of Arrangement (each, a "**Company Permitted Assignee**"), in each case without the consent of the Holder. Except for an assignment effected by operation of law pursuant to the Plan of Arrangement, any Company Permitted Assignee shall, as a condition to such assignment, execute and deliver to the Holder a

written instrument assuming and agreeing to be bound by all terms of this Certificate, including the due and punctual payment of all Contingent Value 'B' Payments and the due and punctual performance and observance of all covenants and obligations of the Company hereunder. Upon the effectiveness of any such assignment, (i) the assignee shall be deemed the "Company" for all purposes hereof and (ii) the assignor shall be released from further obligations hereunder arising after the effective time of such assignment, except for obligations that accrued prior thereto. This Section binds and inures to the benefit of the Company and its successors and permitted assigns, and any successor or Company Permitted Assignee may rely on and further assign in accordance with this Section.

4.4 Governing Law. This Certificate shall be governed by and construed and interpreted in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein without giving effect to the conflicts of laws principles thereof and without reference to the laws of any other jurisdiction.

4.5 Entire Agreement. This Certificate, constitutes the entire agreement among the Company and the Holder hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Company and the Holder with respect to the subject matter hereof.

4.6 Further Assurances. The Company shall make, execute, endorse, acknowledge and deliver any amendments, modifications or supplements hereto and restatements hereof and any other agreements, instruments or documents, and take any and all such other actions, as may from time to time be reasonably requested by Holder to effect, confirm or further assure or protect and preserve the interests, rights and remedies of Holder pursuant to the terms of this Certificate.

[Signature page to follow]

IN WITNESS WHEREOF the Company has caused this Certificate to be signed by its duly authorized officer as of the Effective Date.

CFFI VENTURES INC.

Per: _____
(Authorized Signatory)

2026 Hfx. No. _____

This is Exhibit "B" referred to in the Affidavit of Brittany Bartlett, sworn to before me on February 14, 2026.

SL

A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
A Barrister of the Supreme
Court of Nova Scotia

NOTICE OF MEETINGS

and

DISCLOSURE STATEMENT

with respect to the

PLAN OF ARRANGEMENT

under the

NOVA SCOTIA COMPANIES ACT

concerning, affecting and involving

CFFI VENTURES INC.

February 18, 2026

This Meeting Package is being distributed to creditors of CFFI Ventures Inc. in respect of meetings called to consider the proposed plan of arrangement that are scheduled to be held on April 17, 2026, at 10:00 a.m. (Atlantic Time) for Secured Creditors and April 17, 2026, at 11:00 a.m. (Atlantic Time) for Unsecured Creditors.

These materials require your immediate attention. You should consult your legal, financial, tax and other professional advisors in connection with the contents of these documents. *If you have any questions regarding voting procedures or other matters or if you wish to obtain additional copies of these materials, you may contact Ben Pryde, by telephone at 902-444-8453 or by email at ben.pryde@mcinnescooper.com.*

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

NOTICE OF MEETINGS OF CREDITORS OF CFFI VENTURES INC.

NOTICE IS HEREBY GIVEN that meetings (collectively, the "**Meetings**") of creditors of CFFI Ventures Inc. ("**CFFI**") entitled to vote on a plan of arrangement proposed by CFFI (as the same may be, or may have been, amended or varied in accordance with its terms, the "**Plan**") under the Nova Scotia *Companies Act* (the "**Act**") will be held for the following purposes:

(1) to consider and, if deemed advisable, to pass, with or without variation, a resolution to approve the Plan; and

(2) to transact such other business as may properly come before the Meetings or any adjournment or postponement thereof.

The Meetings are being held pursuant to an order of the Supreme Court of Nova Scotia (the "**Court**") dated February 17, 2026 (the "**Interim Order**"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Interim Order and the Plan.

NOTICE IS ALSO HEREBY GIVEN that the Interim Order established the procedures for CFFI to call, hold and conduct Meetings of the holders of Claims against CFFI to consider and pass resolutions, if thought advisable, approving the Plan and to transact such other business as may be properly brought before the Meetings. For the purpose of voting on and receiving distributions pursuant to the Plan, the holders of Claims against CFFI will be grouped into two classes, being the Secured Creditors and the Unsecured Creditors (together with the Secured Creditors, the "**Creditors**" and each a "**Creditor**").

NOTICE IS ALSO HEREBY GIVEN that the Meetings will be held at the following date, location and times:

Date:	April 17, 2026
Time	10:00 a.m. (Secured Creditors)
	11:00 a.m. (Unsecured Creditors)
Location:	Halifax Marriott Habourfront Hotel (1919 Upper Water St, Halifax, NS B3J 3J5)

Subject to the Interim Order, only those creditors with Secured Creditor Claims or Unsecured Claims will be eligible to attend the applicable Meetings and to vote on a resolution to approve the Plan. The Creditors are: (a) with respect to the Secured Creditors Arrangement Resolution or such other business as may be properly brought before the Secured Creditors Meeting, those Secured Creditors as at the Record Date; and (b) with respect to the Unsecured Creditors Arrangement Resolution or such other business as may be properly brought before the Unsecured Creditors Meeting, be those Unsecured Creditors as at the Record Date. Illegible votes, spoiled votes, defective votes and abstentions in respect of any ballot(s) conducted at the applicable Meeting shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the applicable Arrangement Resolutions. Votes taken at the Meetings in respect of the Arrangement Resolutions and any other items of business affecting CFFI properly brought before such Meetings shall be on the basis that each Creditor as of the Record Date shall be entitled to one (1) vote for each $1.00 of Claims as of the Record Date. February 10, 2026 has been set as the record date for holders of Claims to determine their entitlement to vote at the Meetings.

A Creditor may be entitled to vote by proxy, subject to the terms of the Interim Order. Further, any Creditor who is not an individual may only attend and vote at the applicable Meeting if a proxyholder has been appointed to act on its behalf at such Meeting.

NOTICE IS ALSO HEREBY GIVEN that if the Plan is approved at the Meetings by the required majorities of Creditors and other necessary conditions are met, CFFI intends to make an application to the Court on April 30, 2026 (the "**Final Application**") seeking a final order approving the Plan pursuant to the Act (the "**Final Order**"). Any person wishing to oppose the application for the Final Order 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 the materials to be used to oppose the application and setting out the basis for such opposition. Such materials must be served and filed by no later than 5:00 p.m. (Atlantic Time) on the date that is three (3) business days prior to the hearing of the Final Application.

NOTICE IS ALSO HEREBY GIVEN that in order for the Plan to become effective:

1. the Plan must be approved by the required majorities of Creditors present in person or by proxy and voting on the Plan, as required under the Act and in accordance with the terms of the Interim Order and the Plan;

2. the Court shall have granted the Final Order approving the Plan; and

3. the conditions to implementation and effectiveness of the Plan as set out in the Plan must be satisfied or waived.

Additional copies of this Meeting Package, including the Disclosure Statement and the Plan enclosed herein, may be obtained by contacting Ben Pryde by telephone at (902)-444-8453 or by email at ben.pryde@mcinnescooper.com.

DATED at Halifax, this 18th day of February, 2026.

DISCLOSURE STATEMENT

*This disclosure statement (the "**Disclosure Statement**") provides a summary of certain information contained in the schedules hereto (collectively, the "**Schedules**") and is provided for the assistance of Creditors only. The governing documents are the Plan, which is attached as **Schedule "B"** to this Disclosure Statement, the Support Agreement, which is attached as **Schedule "C"** to this Disclosure Statement and the Interim Order granted by the Court on February 17, 2026 (the "**Interim Order**"), which is attached as **Schedule "D"** to this Disclosure Statement.* ***This summary is qualified in its entirety by the more detailed information appearing in the Plan, the Support Agreement, the Interim Order or that is referred to elsewhere in the Disclosure Statement. Creditors should carefully read the Plan, the Support Agreement and the Interim Order, and not only this Disclosure Statement. In the event of any conflict between the contents of this Disclosure Statement and the provisions of the Plan, the provisions of the Plan govern.***

Capitalized words and terms not otherwise defined in this Disclosure Statement have the meaning given to those words and terms in the Plan and the Interim Order.

Arrangement Overview:	CFFI is proposing the Plan in an effort to address its capital position, including, in particular, its liabilities 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**"). The Note Purchase Agreement matured on October 23, 2022, and remains outstanding and continues to accrue interest. As of February 10, 2026, $776,784,249 USD (excluding default interest) remains outstanding under the Note Purchase Agreement. Following discussions between CFFI and HPS regarding potential alternatives to address repayment of the Note Purchase Agreement, CFFI's board of directors resolved to pursue the Plan and, in connection therewith, to enter into a Support Agreement with HPS, pursuant to which the parties thereto agreed to terms on which the Arrangement will be pursued and supported. By way of the Arrangement, among other things: (i) substantially all of CFFI's assets will be transferred to a newly formed entity ("**AcquireCo**"); (ii) AcquireCo will assume certain priority secured debt (including a portion of the debt under the Note Purchase Agreement) and other obligations from CFFI in an amount based on the fair market value of the assets so transferred; and (iii) other debt will be exchanged for "contingent value rights", which are described further herein.

Recommendations of the Board of Directors:	The board of directors of CFFI recommends that the Secured Creditors and Unsecured Creditors vote for the resolution to, among other things, approve the Arrangement and the Plan.
Creditor Support:	HPS Investment Partners LLC, MP III Offshore Master Lux, L.P., Mezzanine Partners III, L.P., and AP Mezzanine Partners III L.P. (collectively, the "**HPS Parties**") have entered into the Support Agreement with CFFI Ventures Inc., pursuant to which they have agreed to support the Arrangement and to vote in favour of the Plan, subject to the terms of the Support Agreement. Pursuant to the Interim Order and subject to the Support Agreement, the HPS Parties will vote in favour of both the Secured Creditors' Arrangement Resolution and the Unsecured Creditors' Arrangement Resolution.
Classification of Creditors:	The Plan and the Interim Order provide for two classes of creditors for the purposes of considering and voting on the Plan: (a) the Secured Creditors; and (b) the Unsecured Creditors. The Interim Order provides that, subject to the terms of the Support Agreement, (i) the provisions of the Interim Order relating to calling, holding and conduct of the Secured Creditors Meeting shall continue to apply with respect to the Secured Creditor Claims in the event that CFFI seeks approval of a plan of arrangement under Section 130 of the Nova Scotia *Companies Act* wherein only the Secured Creditor Claims are proposed to be arranged (a "**Secured Creditor Arrangement**"), and (ii) 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. Based on the value of the debt outstanding under the Note Purchase Agreement and the number of Secured Creditors, CFFI expects that approval of the Arrangement at the Secured Creditors Meeting is certain, subject to the terms of the Support Agreement.
Meetings:	Pursuant to the Interim Order granted by the Court on February 17, 2026, the Meetings have been called for the purposes of having the Secured Creditors and the Unsecured Creditors consider and vote on the resolution to approve the Arrangement on the terms set out in the Plan and transact such other business as may be properly brought before the applicable Meeting. The Secured Creditors Meeting is scheduled to be held at 10:00 a.m. (Atlantic Time) on April 17, 2026.

	The Unsecured Creditors Meeting is scheduled to be held at 11:00 a.m. (Atlantic Time) on April 17, 2026. The Meetings shall be called, held and conducted in accordance with the Notices (defined below), the rulings and directions of the Chair, the Act, and the Interim Order, subject to the rulings and directions ordered in the Interim Order and any further Order of the Court. The only Persons entitled to attend each of the Meetings are those specified in the Interim Order. The Chair shall be determined by CFFI and, subject to the Interim Order and any further Order of the Court, will decide all matters relating to the conduct of the Meetings. The Chair will direct a vote at each of the Meetings with respect to: (a) a resolution to approve the Plan and any amendments thereto; and (b) any other resolutions as CFFI may consider appropriate. The form of resolution to approve the Plan at the Meetings is attached as **Schedule "A"** to this Disclosure Statement. The quorum required at each of the Meetings, set by the Interim Order, will be satisfied if two (2) or more persons entitled to vote at the applicable Meetings are present, in person or represented by proxy at the outset of such Meeting. If the requisite quorum is not present within thirty (30) minutes of the appointed time for such Meeting, then such meeting will be adjourned to the same business day in the next week if a business day, and if such day is not a business day, the next business day thereafter, at the same time and place.
Scrutineer:	CFFI shall be entitled to appoint its corporate secretary as scrutineer for the Meetings, acting through its representatives for that purpose, and the scrutineer shall be responsible to report to the Chair on: (a) the deposit and validity of the Creditor Proxies received; (b) the quorum of the Meetings; and (c) the polls taken or ballots cast, if any, at the Meetings.
Entitlement to Vote:	The only persons entitled to vote in person or by proxy on (a) the Secured Creditors' Arrangement Resolution or such other business as may be properly brought before the Secured Creditors Meeting, shall be those Secured Creditors as at the Record Date; and (b) the Unsecured Creditors' Arrangement Resolution or such other business as may be properly brought before the Unsecured Creditors Meeting, shall be those Unsecured Creditors (other than Convenience Class Creditors) as at the Record Date. Illegible votes, spoiled votes, defective votes and abstentions in respect of any ballot(s) conducted at the applicable Meeting shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain

	voting instructions shall be voted in favour of the applicable Arrangement Resolution. The Record Date for determination of: (a) the Secured Creditors entitled to receive a notice of meeting ("**Secured Creditor Meeting Notice**"), a proxy ("**Secured Creditor Proxy**") and entitled to vote at the Secured Creditors Meeting; and (b) the Unsecured Creditors entitled to receive a notice of meeting ("**Unsecured Creditor Meeting Notice**" and, together with the Secured Creditor Meeting Notice, the "**Notices**"), a proxy ("**Unsecured Creditor Proxy**", and together with the Secured Creditor Proxy, the "**Creditor Proxies**" and each a "**Creditor Proxy**"), and entitled to vote at the Unsecured Creditors Meeting, shall be 5:00 pm (Atlantic Time) on February 10, 2026.
Secured Creditors Meeting:	For the purposes of voting at the Secured Creditors Meeting in respect of the Secured Creditors' Arrangement Resolution and any other items of business affecting CFFI properly brought before such Secured Creditors Meeting shall be on the basis that each Secured Creditor as of the Record Date shall be entitled to one (1) vote for each $1.00 of Secured Creditor Claims as of the Record Date.
Unsecured Creditors Meeting:	For the purposes of voting at the Unsecured Creditors Meeting in respect of the Unsecured Creditors' Arrangement Resolution and any other items of business affecting CFFI properly brought before such Unsecured Creditors Meeting shall be on the basis that each Unsecured Creditor as of the Record Date shall be entitled to one (1) vote for each $1.00 of Unsecured Claims as of the Record Date, other than Convenience Class Creditors.
Appointment of Proxyholders and Voting:	A Secured Creditor or an Unsecured Creditor that is not an individual may only attend and vote at a Meeting if it has appointed a proxyholder, including an authorized representative of the entity, to attend, vote and act on its behalf at such Meetings. The use of Creditor Proxies shall be in the form appended to this Disclosure Statement and, for greater certainty, completed Creditor Proxies must be forwarded to the attention of McInnes Cooper by electronic mail to: ben.pryde@mcinnescooper.com or by regular or registered mail to: 1969 Upper Water St., Suite 1300, McInnes Cooper Tower – Purdy's Wharf, Halifax, NS B3J

	3R7, such that they are received on or before 5:00 p.m. (Atlantic Time) on April 15, 2026.
Treatment of Secured Creditor Claims and Unsecured Claims:	The Plan provides for, among other things: (a) an assumption by AcquireCo of certain liabilities from CFFI, including certain priority secured debt, contracts and other liabilities; and (b) full and final settlement and discharge of the Secured Creditor Claims in respect of: (i) the Subordinate Secured Debt and (ii) the Unsecured Claims held by each Unsecured Creditor in exchange for Contingent Value 'A' Rights and Contingent Value 'B' Rights, respectively. Generally, the Plan provides for treatment of Secured Creditor Claims and Unsecured Claims as follows:
Secured Creditor Class in respect of Subordinate Secured Debt:	CFFI shall deliver to each holder of Subordinate Secured Debt, in their capacity as such, one Contingent Value 'A' Right for each $1,000 of Secured Creditor Claims in respect of the Subordinate Secured Debt held by such holder of Subordinate Secured Debt (computed in Canadian dollars) as at the Effective Date. Holders of Contingent Value 'A' Rights will 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 **Schedule "E"** to this Disclosure Statement. Pursuant to the Plan, the Subordinate Secured Debt shall, and shall be deemed to be, irrevocably and finally extinguished and the holders of the Subordinate Secured Debt shall have no further right, title or interest in and to the Subordinate Secured Debt or the Secured Creditor Claims in respect of the Subordinate Secured Debt. Pursuant to the Plan, the obligations under the Contingent Value 'A' Rights will be assumed by AcquireCo.
Unsecured Creditor Class:	CFFI shall deliver to each Unsecured Creditor (for the avoidance of doubt, excluding Convenience Class Creditors), in their capacity as such, a Contingent Value 'B' Right for each $1,000 of Unsecured Claims held by such Unsecured Creditor (computed in Canadian dollars) as at the Effective Date. Holders of Contingent Value 'B' Rights will 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 **Schedule "F"** to this Disclosure Statement. Pursuant to the Plan, the Unsecured Claims shall, and shall be deemed to be, irrevocably and finally extinguished and the Unsecured Creditors shall have no further right, title or interest in and to such Unsecured Claims. Pursuant to the Plan, the obligations under the Contingent Value 'B' Rights will be assumed by AcquireCo.
Secured Creditor Class in respect of Assumed Priority Secured Debt Obligations:	As further described in the "*Treatment of CFFI Assets*" section below, the Assumed Priority Secured Debt Obligations, being all Obligations in respect of the Priority Secured Debt, as set out in the Plan, shall be assumed by AcquireCo, following which CFFI shall be released and discharged from such Secured Creditor Claims. Upon the assumption of the Assumed Priority Secured Debt Obligations pursuant to the Plan, to the extent that any Secured Creditor Claim is comprised of both Priority Secured Debt and Subordinate Secured Debt, the holder of such Secured Creditor Claims shall hold a limited recourse claim against AcquireCo or its assignee(s), enforceable solely against the CFFI Assets that are the subject of its Priority Security Interest, and shall have no other recourse for such Secured Debt against AcquireCo or its assignee(s) (on a secured or unsecured basis) or any other assets of AcquireCo or its assignee(s).
Payment of Convenience Class Claims by Unsecured Creditors:	Each Unsecured Creditor with Unsecured Claims that are less than or equal to $15,000 in the aggregate shall be deemed to hold a Convenience Class Claim in the aggregate amount of such Unsecured Claims and in exchange for, and in full and final settlement of such Convenience Class Claim, CFFI shall pay a cash distribution equal to the full amount of such Unsecured Claims. Each Unsecured Creditor with Unsecured Claims in excess of $15,000 in the aggregate who delivers a duly completed and executed Convenience Class Claim Election, attached as **Schedule "G"** to this Disclosure Statement, to CFFI's legal counsel by the Election Deadline, shall be treated for all purposes as a Convenience Class Creditor and hold a Convenience Class Claim. In exchange for, and in full and final settlement of such Convenience Class Claims, CFFI shall pay a cash distribution equal to the Cash Elected Amount (being a pro rata share of a $250,000 cash pool, less amounts paid therefrom to holders of Unsecured Claims that are less than or equal to $15,000 in the aggregate) and, for greater certainty, such Convenience Class

	Creditors will be entitled to receive only the Cash Elected Amount and will not be entitled to any further consideration or distributions under the Plan. All Convenience Class Claims shall, and shall be deemed to be, thereafter irrevocably and finally extinguished and the holders of such Convenience Class Claims shall have no further right, title or interest in and to such Unsecured Claims.
Treatment of CFFI Assets:	The Plan provides that CFFI shall transfer all CFFI Assets to New Holdco, following which AcquireCo shall acquire all of the issued and outstanding shares in New Holdco and assume: (a) the Assumed Priority Secured Debt Obligations; (b) the Assumed Contingent Value Rights Obligations; and (c) the Assumed Employee Liabilities. More specifically:
Asset Conveyance to New Holdco:	All CFFI Assets shall be, and shall be deemed to be, transferred to and acquired by New Holdco (free and clear of all Encumbrances of any kind whatsoever) and New Holdco shall assume the Assumed Contractual Liabilities and issue and deliver to CFFI the New Holdco Share Consideration in payment and satisfaction in full of the purchase price for the CFFI Assets, and such New Holdco Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.
AcquireCo Acquires New Holdco:	Each New Holdco Share that is issued and outstanding immediately following the share issuance set out in the "*Asset Conveyance to New Holdco*" section above shall be, and shall be deemed to be, transferred to and acquired by, AcquireCo (free and clear of all Encumbrances of any kind whatsoever) in exchange for the assignment, transfer and novation to AcquireCo of: (a) the Assumed Priority Secured Debt Obligations; (b) the Assumed Contingent Value Rights Obligations; and (c) the Assumed Employee Liabilities. The terms and conditions of the Assumed Priority Secured Debt Obligations shall be amended, and deemed to be amended, to the extent necessary to provide that all of the Assumed Priority Secured Debt Obligations (including, for the avoidance of doubt, any accrued and unpaid interest) as of the Effective Date will be treated as the principal amount owing from AcquireCo to the Secured Creditors and such Assumed Priority Secured Debt Obligations shall be novated, and deemed to be novated, accordingly. All rights, whether direct or indirect, and whether or not exercised, of any Secured Creditor pursuant to any Debt Document, in respect of any and all and any part of the Equity Interests of CFFI, including for greater certainty the power of

	attorney, the pledge and any other rights of HPS and the HPS Secured Creditors to, directly or indirectly, hold, acquire, vote, control the voting rights or the direction, management and policies of CFFI shall immediately be, and be deemed to be, revoked and terminated with no further force or effect, subject to the provisions of the Plan. CFFI shall cease to be a holder of such New Holdco Shares and the name of CFFI shall be removed from the register of holders of New Holdco Shares, and AcquireCo shall become the holder of all issued and outstanding New Holdco Shares.
Fees and Expenses:	CFFI shall pay in full in cash the outstanding reasonable and documented fees and expenses of the advisors to the Applicant and to the HPS Parties pursuant to the terms and conditions of the Support Agreement.
Releases:	The Plan provides for release, on the Effective Time, in favour of: (a) CFFI; (b) HPS; (c) the Secured Creditors; (d) the Unsecured Creditors; and (e) for each of the entities named in the foregoing clauses (a) through (d), each of their respective current and former directors, officers, managers, partners, trustees, employees, auditors, financial advisors, legal counsel and agents (the "**Released Parties**") with respect to certain claims, including applicable claims arising on or prior to the Effective Date in connection with the Debt, the Debt Documents, the Support Agreement, the Plan, the arrangement proceedings, the transactions contemplated in the Plan and any proceedings commenced with respect to or in connection with the Plan and any other actions or matters related directly or indirectly to the foregoing.
Creditor Approval of Plan:	In order for the Plan to be considered to have been approved at each of the Meetings, subject to further Order of this Court: (a) the Secured Creditors' Arrangement Resolution must be passed, with or without variation, at the Secured Creditors Meeting by an affirmative vote of not less than seventy-five percent (75%) of the aggregate votes of the Secured Creditors voting together as a single class in person or by proxy at the Secured Creditors Meeting (the "**Participating Secured Creditors**") and a majority of the Participating Secured Creditors, as such votes are cast by the Secured Creditors present in person or by proxy and entitled to vote at the Secured Creditors Meeting, (b) the Unsecured Creditors' Arrangement Resolution must be passed, with or without variation, at the Unsecured Creditors Meeting by an affirmative vote

	of not less than seventy-five percent (75%) of the aggregate votes of the Unsecured Creditors voting together as a single class in person or by proxy at the Unsecured Creditors Meeting (the "**Participating Unsecured Creditors**") and a majority of the Participating Unsecured Creditors, as such votes are cast by the Unsecured Creditors present in person or by proxy and entitled to vote at the Unsecured Creditors Meeting (for the avoidance of doubt, such thresholds shall include the votes of Convenience Class Creditors, who are deemed to vote in favour of the Plan), The votes set out in subparagraph (a) and (b) above shall be sufficient to authorize CFFI to do all such acts and things as may be necessary or desirable to give effect to the Plan, as it may be amended, revised and/or supplemented pursuant to the terms of the Support Agreement, this Interim Order or further Order of the Court, without the necessity of any further approval by the Creditors, subject only to final approval of the Arrangement by this Court and the satisfaction or waiver of the conditions to the Plan pursuant to its terms. Pursuant to the Interim Order, the "Impaired HPS Debt" constitutes an Unsecured Claim that may be voted at the Unsecured Creditors Meeting. The Impaired HPS Debt is an amount owing under the Note Purchase Agreement equal to the aggregate amount of all obligations outstanding thereunder plus the Priority Secured Debt that is not held by an HPS Secured Creditor, less the fair market value of the CFFI Assets. 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.
Court Approval of Plan:	If the Plan is accepted by the requisite majorities, CFFI will apply for the Final Order on April 30, 2026 (the "**Final Order Hearing**") at the Court at 1815 Upper Water Street, Halifax, Nova Scotia, Canada. Any person who wishes to oppose the motion for the Final Order must serve upon the lawyers for each of CFFI and HPS and on the interested persons as set out in the Interim Order, and file with the Court, a copy of the materials to be used to oppose the motion for the Final Order by no later than 5:00 p.m. (Atlantic Time) on the date that is three business days prior to the Final Application. ***Creditors should consult with their legal***

	advisors with respect to the legal rights available to them in relation to the Plan and the Final Order Hearing.
Conditions to Implementation of the Plan:	The implementation of the Plan is conditional upon satisfaction of, among others, the following conditions prior to or at the Effective Time: (a) the Court shall have granted the Final Order and the Final Order shall have become a final order, the implementation, operation or effect of which shall not have been stayed, varied in a manner not acceptable to CFFI, vacated or subject to pending appeal and as to which order any appeal periods relating thereto shall have expired; (b) no Law shall have been passed and become effective, the effect of which makes the consummation of the Plan illegal or otherwise prohibited; (c) all conditions to implementation of the Plan set out in the Support Agreement shall have been satisfied or waived by the applicable parties pursuant to the terms of the Support Agreement.
Plan Amendment:	The Plan provides that CFFI, subject to the prior written consent of the HPS Parties, reserves the right to amend, restate, modify and/or supplement the Plan at any time and from time to time, provided that (except as provided below) any such amendment, restatement, modification or supplement must be contained in a written document that is: (a) filed with the Court (either before or as soon as practicable following the Meetings provided that written copies of any such amendments, restatements, modifications or supplements are provided at the Meetings) and, if made following the Meetings, approved by the Court; and (b) communicated to the Debtholders in the manner required by the Court (if so required). Any amendment, modification or supplement to the Plan may be proposed by the Applicant, subject to the prior written consent of the HPS Parties, at any time prior to or at the Meetings, with or without any prior notice or communication (other than as is required under the Interim Order), and if so proposed and accepted at the Meetings, subject to the prior written consent of the HPS Parties, shall become part of the Plan for all purposes. Any amendment, modification or supplement to the Plan may be made following the Meetings by the Applicant, subject to the prior written consent of the HPS Parties, without requiring filing with, or approval of, the Court, provided that it concerns a matter

<table>
<tr><td></td><td>which is of an administrative nature and is required to better give effect to the implementation of the Plan and is not materially adverse to the financial or economic interests of any of the Debtholders.</td></tr>
<tr><td>Timing of Plan Implementation:</td><td>It is anticipated that the Plan will be implemented in accordance with the following timetable:

<table><tr><td>April 17, 2026</td><td>Meetings to vote on the Plan</td></tr><tr><td>April 30, 2026</td><td>Final Order</td></tr><tr><td>May 1, 2026</td><td>Closing</td></tr></table>
The Plan will become effective in the sequence described in the Plan on the filing of the Arrangement Filings with the Registrar, and shall be binding on and enure to the benefit of the CFFI Entities, the Debtholders, HPS, the Released Parties, the directors and officers of the CFFI Entities and all other Persons named or referred to in, or subject to, the Plan and their respective successors and assigns and their respective heirs, executors, administrators and other legal representatives, successors and assigns.</td></tr>
<tr><td>Fairness Opinion</td><td>CFFI has engaged Ernst &Young LLP to prepare a fairness opinion (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. CFFI will provide copies of the Fairness Opinion to Secured Creditors and Unsecured Creditors following receipt thereof and prior to the Meetings. It is anticipated that the Fairness Opinion will be available by March 6, 2026.</td></tr>
<tr><td>Stay of Proceedings</td><td>Pursuant to, and on the terms set forth in, the Interim Order, a stay of proceedings is in place with respect to CFFI and its assets.</td></tr>
</table>

SCHEDULE "A"
TO THE DISCLOSURE STATEMENT

FORM OF PLAN RESOLUTION

CFFI VENTURES INC.

Plan of Arrangement pursuant to the Nova Scotia
Companies Act

"BE IT RESOLVED THAT:

1. the arrangement (as the same may be, or may have been, amended, modified or supplemented, the "**Arrangement**") pursuant to Section 130 of the Nova Scotia *Companies Act* (the "**Act**") of CFFI Ventures Inc. (the "**CFFI**") as more particularly described and set forth in the plan of arrangement dated February 17, 2026 (as the same may be, or may have been, amended or varied in accordance with its terms, the "**Plan**"), be and is hereby authorized, approved and adopted;

2. notwithstanding the passing of this resolution or the passing of similar resolutions or the approval of the Supreme Court of Nova Scotia, the board of directors of CFFI are hereby authorized and empowered to: (i) amend the Support Agreement (as such term is defined in the Plan) or the Plan, to the extent permitted by their respective terms and the Support Agreement, and with any additional required approvals; and (ii) subject to the terms of the Support Agreement and the Plan, to determine not to proceed with the Arrangement at any time prior to the Arrangement becoming effective pursuant to the provisions of the Act;

3. any one director or officer of CFFI be and is hereby authorized and directed, for and on behalf of CFFI (whether under corporate seal or otherwise), to execute and deliver, or cause to be executed and delivered, articles of arrangement and any and all other documents, agreements and instruments and to perform, or cause to be performed, all such other acts and things, as in such person's opinion may be necessary or desirable to give full effect to these resolutions and the matters authorized hereby, including the transactions required and/or contemplated by the Arrangement, such determination to be conclusively evidenced by the execution and delivery of such documents or other instruments or the doing of any such act or thing."

SCHEDULE "B"
TO THE DISCLOSURE STATEMENT

PLAN OF ARRANGEMENT

(See attached)

Hfx No. [●]

PLAN OF ARRANGEMENT UNDER SECTION 130 OF THE NOVA SCOTIA *COMPANIES ACT*, R.S.A. 1989, c. 81, AS AMENDED

February 17, 2026

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PLAN OF ARRANGEMENT
UNDER SECTION 130 OF

THE NOVA SCOTIA *COMPANIES ACT*

ARTICLE 1
INTERPRETATION

1.1 Definitions

"**AcquireCo**" means 4761218 Nova Scotia Limited, a company existing under the laws of the Province of Nova Scotia.

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"**Applicant**" or "**CFFI**" means CFFI Ventures Inc.

"**Arrangement**" means an arrangement under section 130 of the NSCA on the terms and subject to the conditions set out in this Plan, subject to any amendments or variations thereto made in accordance with the Support Agreement and this Plan.

"**Arrangement Filings**" means a certified copy of the Final Order and such other documents as are required by the Registrar in order for the Arrangement to become effective.

"**Arrangement Resolutions**" means, collectively, the Secured Creditors' Arrangement Resolution and the Unsecured Creditors' Arrangement Resolution, in substantially the form attached to the Disclosure Statement, to be considered at the Meetings to, among other things, approve the Arrangement and this Plan.

"**Assumed Contingent Value Rights Obligations**" means all Obligations in respect of the Contingent Value 'A' Rights and Contingent Value 'B' Rights issued in the steps set forth in Sections 2.3(e) and 2.3(f).

"**Assumed Contracts**" means those contracts listed in Schedule A hereto (as such schedule may be amended, revised or modified by AcquireCo up to 5 Business Days prior to the granting of the Final Order).

"**Assumed Contractual Liabilities**" means all liabilities of CFFI under the Assumed Contracts, whether or not such liabilities first arose prior to or following the Effective Time.

"**Assumed Employee Liabilities**" means such liabilities of CFFI to former employees of CFFI as HPS may elect prior to the Effective Time in its sole discretion.

"**Assumed Priority Secured Debt Obligations**" means all Obligations in respect of the Priority Secured Debt that remain outstanding immediately following the step forth in Section 2.3(f).

"**Business Day**" means any day, other than a Saturday or a Sunday or civic holiday, on which commercial banks are generally open for business in Halifax, Nova Scotia.

"**Canadian Securities Commissions**" means, collectively, the applicable securities commissions or regulatory authorities in each of the provinces and territories of Canada.

"**Canadian Securities Laws**" means, collectively, and, as the context may require, the applicable securities laws of each of the provinces and territories of Canada, and the respective regulations and rules made under those securities laws together with all applicable published policy statements, instruments, blanket orders and rulings of the Canadian Securities Commissions and all discretionary orders or rulings, if any, of the Canadian Securities Commissions made in connection with the transactions contemplated by this Agreement together with applicable published policy statements of the Canadian Securities Commissions, as the context may require.

"**Cash Elected Amount**" means, with respect to any Unsecured Creditor that has validly filed a Convenience Class Claim Election by the Election Deadline, the lesser of: (i) $15,000; and (ii) such Unsecured Creditor's Pro Rata Share of the Remaining Convenience Class Funds.

"**CFFI Asset Value**" means the fair market value as of the Effective Date of the CFFI Assets (for certainty, net of any Assumed Contractual Liabilities), in aggregate, as determined by the directors of CFFI.

"**CFFI Assets**" means the Transferred Cash, Transferred Equity Interests, Transferred Receivables, Transferred Tangible Property, CFFI Insurance Policies, Assumed Contracts, and any other assets of CFFI as may be elected in writing by the HPS Parties in their sole discretion prior to the granting of the Final Order.

"**CFFI Entities**" means, collectively, CFFI and the Target Entities.

"**CFFI Insurance Policies**" means such insurance policies of CFFI as AcquireCo may elect up to 5 Business Days prior to the granting of the Final Order.

"**Claims**" means any right or claim of any Person that may be asserted or made in whole or in part against the applicable Persons, or any of them, in any capacity, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any claim made or asserted against the applicable

Persons, or any of them, through any affiliate, subsidiary, associated or related Person, or any right or ability of any Person to advance a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including any class action or proceeding before an administrative or regulatory tribunal), cause or chose in action, whether existing at present or commenced in the future.

"**Contingent Value 'A' Rights**" means the rights granted to holders of Subordinate Secured Debt pursuant to 2.3(e) of this Plan to receive cash payments from the Applicant on the terms and subject to the conditions set forth in the Contingent Value 'A' Rights Certificate to be issued in accordance with the Plan.

"**Contingent Value 'A' Rights Certificate**" means a certificate substantially in the form attached as Exhibit A to this Plan, as amended or supplemented from time to time in accordance with the terms thereof.

"**Contingent Value 'B' Rights**" means the rights granted to Unsecured Creditors pursuant to 2.3(f) of this Plan to receive cash payments from the Applicant on the terms and subject to the conditions set forth in the Contingent Value 'B' Rights Certificate to be issued in accordance with the Plan.

"**Contingent Value 'B' Rights Certificate**" means a certificate substantially in the form attached as Exhibit B to this Plan, as amended or supplemented from time to time in accordance with the terms thereof.

"**Contingent Value Rights Certificates**" means, collectively, the Contingent Value 'A' Rights Certificates and the Contingent Value 'B' Rights Certificates.

"**Convenience Class Claim**" means (a) one or more Unsecured Claims of 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 on the Record Date; and (b) one or more Unsecured Claims of 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 such Unsecured Creditor has validly filed a Convenience Class Claim Election by the Election Deadline.

"**Convenience Class Claim Election**" means the election by an Unsecured Creditor with one or more Unsecured Claims that are in an aggregate amount in excess of $15,000, as reflected in the books and records of CFFI on the Record Date, submitted by no later than the Election Deadline, in the form attached as Exhibit "G" to the Disclosure Statement, to receive only the Cash Elected Amount and pursuant to which such Unsecured Creditor is thereby deemed to have foregone any recovery on its Claims in excess of the Cash Elected Amount, to vote in favour of the Plan in respect of such Claims, and to receive no other entitlements under the Plan.

"**Convenience Class Creditor**" means a Person having a Convenience Class Claim (including, for greater certainty, any Unsecured Creditor that has validly submitted a Convenience Class Claim Election by the Election Deadline).

"**Court**" means the Supreme Court of Nova Scotia in Halifax.

"**Debt**" means the debt outstanding under the Debt Documents.

"**Debt Documents**" means, collectively, the Note Purchase Agreement Debt Documents, the Other Secured Debt Documents and the Unsecured Claim Documents.

"**Debtholder Released Parties**" means, collectively, (i) HPS, (ii) the Secured Creditors, (iii) the Unsecured Creditors, and (iv) for each of the entities named in the foregoing clauses (i) through (iii), each of their respective current and former directors, officers, managers, partners, trustees, employees (including, for the avoidance of doubt, the HPS Appointed Directors), auditors, financial advisors, legal counsel and agents.

"**Debtholders**" means, collectively, the Secured Creditors and the Unsecured Creditors.

"**Disclosure Statement**" means the disclosure statement dated February 18, 2026, including all exhibits and schedules thereto, to be distributed to Debtholders as of the Record Date (as may be amended, revised and/or supplemented in accordance with the terms of the Interim Order).

"**Effective Date**" means the date shown on the confirmation of filing of the Arrangement Filings issued by the Registrar.

"**Effective Time**" means 12:01 a.m. on the Effective Date or such other date or time as the Applicant and the HPS Parties may determine.

"**Election Deadline**" means April 15, 2026.

"**Encumbrance**" means any lien, mortgage, hypothec, pledge, security instrument, prior claim, title charges which are liens, claims against title, conditional or installment sale agreement, restriction on transfer, call option, right of first refusal or first offer, easement, servitude, security interest, charge, right-of-way, encroachment or other encumbrance of any nature, whether voluntarily incurred or arising by operation of Law.

"**Equity Interests**" means, in respect of any Person, equity securities issued by or other ownership interests in that Person, including shares of any corporation, units of or other interests in any limited or general partnership or limited liability company, or other body corporate, any securities or other interests convertible into or exchangeable for any of the foregoing and any rights relating to or arising as a result of such interests, including any nomination or other governance rights, pre-emptive rights, drag along rights, rights of first offer or refusal or put or call rights, whether created by Law, Organizational Documents, Shareholder Agreements or otherwise.

"**Final Order**" means the final order of the Court approving this Plan as contemplated herein, as such order may be amended at any time prior to the Effective Date.

"**Governmental Entity**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

"**HPS**" means HPS Investment Partners LLC, solely in its capacity as agent and lead arranger under the Note Purchase Agreement.

"**HPS Appointed Directors**" means any director of CFFI having been appointed, prior to the Effective Date, by HPS, pursuant to rights provided for under the Note Purchase Agreement Debt Documents.

"**HPS Parties**" means, collectively, HPS and the HPS Secured Creditors.

"**HPS Secured Creditors**" means MP III Offshore Master Lux, L.P., Mezzanine Partners III, L.P., AP Mezzanine Partners III L.P. and any other Person that becomes a "Purchaser" under the Note Purchase Agreement.

"**Impaired HPS Debt**" means an amount owing under the Note Purchase Agreement Debt Documents equal to:

(i) the aggregate amount of all Obligations outstanding under (A) the Note Purchase Agreement Debt Documents and (B) the Other Secured Debt Documents solely to the extent that such Obligations are secured by a Priority Security Interest; less

(ii) the CFFI Asset Value;

provided that, for greater certainty, the Impaired HPS Debt shall first consist of accrued and unpaid interest owing under the Note Purchase Agreement Debt Documents as of the Effective Date and if the amount of the Impaired HPS Debt exceeds the amount of such accrued and unpaid interest, an amount of principal owing under the Note Purchase Agreement Debt Documents equal to such excess shall become Impaired HPS Debt.

"**Interim Order**" means the interim order of the Court, containing declarations and directions with respect to, among other things, the Meetings and the Arrangement issued pursuant to the application of the Applicant, as such order may be amended or supplemented by further order of the Court at any time prior to the Effective Date.

"**Law**" or "**Laws**" means any law, statute, order, decree, consent decree, judgment, rule regulation, ordinance or other pronouncement having the effect of law whether in Canada, the United States or any other country, or any domestic or foreign state, county, province, city or other political subdivision or of any Governmental Entity.

"**Meeting Date**" means April 17, 2026, subject to any postponement or adjournment of that date pursuant to the Interim Order or any other Order.

"**Meetings**" means, collectively, the Secured Creditors Meeting and the Unsecured Creditors Meeting.

"**Metric LP**" means Metric Partners Limited Partnership, a limited partnership existing under the laws of Nova Scotia.

"**Metric LP Interests**" means all of the limited partnership interests that CFFI holds as of the Effective Time in Metric LP.

"**Metric LP Interests Value**" means the fair market value as of the Effective Date of the Metric LP Interests and the Metric Receivables, as determined by the directors of CFFI on or prior to the Effective Date.

"**Metric Receivables**" means, the amounts, if any, owing as of the Effective Time to CFFI from Metric LP.

"**Metric SPVCo**" means CFFI MPLP Holdings Inc., a company existing under the laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**Metric SPVCo Shares**" means 1000 common shares of Metric SPVCo.

"**New Holdco**" means 4782643 Nova Scotia Limited, a company existing under the laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**New Holdco Share Consideration**" means 1000 New Holdco Shares.

"**New Holdco Shares**" means the common shares of New Holdco.

"**Note Purchase Agreement**" means the Second Amended and Restated Note Purchase and Guarantee Agreement dated April 25, 2019 by and among, *inter alia*, HPS, the Secured Creditors and CFFI, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"**Note Purchase Agreement Debt Documents**" means the Note Purchase Agreement and all related documentation, including, without limitation, all guarantee and security documentation, related to the foregoing.

"**NPC H LP**" means Northern Private Capital Holdings LP, a limited partnership existing under the Laws of Ontario.

"**NPC H LP Interests**" means all of the limited partnership interests that CFFI holds as of the Effective Time in NPC H LP.

"**NPC H LP Interests Value**" means the fair market value as of the Effective Date of the NPC H LP Interests and the NPC H Receivables, as determined by the directors of CFFI on or prior to the Effective Date.

"**NPC H Receivables**" means, the amounts, if any, owing as of the Effective Time to CFFI from NPC H LP.

"**NPC H SPVCo**" means CFFI NPCSP Holdings Inc., a company existing under the Laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**NPC H SPVCo Shares**" means 1000 common shares of NPC H SPVCo.

"**NPC I LP**" means Northern Private Capital Fund I Limited Partnership, a limited partnership existing under the laws of Ontario.

"**NPC I LP Interests**" means all of the limited partnership interests that CFFI holds as of the Effective Time in NPC I LP.

"**NPC I LP Interests Value**" means the fair market value as of the Effective Date of the NPC I LP Interests and the NPC I Receivables, as determined by the directors of CFFI on or prior to the Effective Date.

"**NPC I Receivables**" means, the amounts, if any, owing as of the Effective Time to CFFI from NPC I LP.

"**NPC I SPVCo**" means CFFI NPCLP Holdings Inc., a company existing under the laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**NPC I SPVCo Shares**" means 1000 common shares of NPC I SPVCo.

"**NSCA**" means the *Companies Act* (Nova Scotia), R.S.A. 1989, c. 81.

"**Obligations**" means all liabilities, duties and obligations of CFFI, including, without limitation, principal and interest, any make whole, redemption or similar premiums, reimbursement obligations, fees, penalties, damages, guarantees, indemnities, costs, expenses or otherwise, and any other liabilities, duties or obligations, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, as the context requires, the Secured Creditor Claims or the Unsecured Claims.

"**Order**" means any order of the Court in these proceedings, including, without limitation, the Interim Order and the Final Order.

"**Organizational Documents**" means: (a) in respect of a body corporate, any articles or certificate of incorporation, amalgamation or continuance and by-laws of a body corporate, or equivalent foundational documents, and any Shareholder Agreement related to Equity Interests in the body corporate; (b) in respect of a partnership, any partnership agreement and filings required by applicable Laws to establish the partnership; (c) in respect of a limited partnership, any limited partnership agreement and filings required by applicable Laws to establish the partnership as a limited partnership; (d) in respect of a trust, any trust agreement governing the trust; (e) any similar charter, agreement or document adopted or filed in connection with the creation, formation or initial organization of the Person; and (f) any amendment to or restatement of any of the foregoing.

"**Other Secured Debt Documents**" means, collectively, the Demand Promissory Note issued by CFFI to FPR Financial Corporation dated October 6, 2023, the Guarantee provided by CFFI in favour of SFPC Quantum LP dated May 24, 2022, and, in each case, all related documentation, including, without limitation, all security documentation related to the foregoing.

"**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status.

"**Plan**" means this plan of arrangement proposed under Section 130 of the NSCA, and any amendments or variations made in accordance with the terms of this Plan.

"**Post-Effective Date Reorganization Transaction**" has the meaning ascribed thereto in 2.6.

"**Priority Secured Debt**" means, collectively: (i) all Secured Debt outstanding under the Note Purchase Agreement Debt Documents (excluding the Impaired HPS Debt); and (ii) all Secured Debt outstanding under the Other Secured Debt Documents, solely to the extent that such Secured Debt is secured by a Priority Security Interest.

"**Priority Security Interest**" means a security interest in all or any of the CFFI Assets that ranks in priority to, or *pari passu* with, the security interest granted by the Applicant to secure the Secured Debt outstanding under the Note Purchase Agreement Debt Documents.

"**Pro Rata Share**" means, in respect of each Unsecured Creditor that has validly filed a Convenience Class Claim Election by the Election Deadline, the percentage that such Unsecured Creditor's aggregate Unsecured Claims bears to the aggregate of all Unsecured Claims of Unsecured Creditors that have validly filed a Convenience Class Claim Election by the Election Deadline.

"**Record Date**" means 5:00 pm (Atlantic Time) on February 10, 2026.

"**Registrar**" means the Registrar of Joint Stock Companies for the Province of Nova Scotia.

"**Released Claims**" means, collectively, the matters that are subject to release and discharge pursuant to Article 4.

"**Released Parties**" means, collectively, CFFI and the Debtholder Released Parties, as applicable.

"**Remaining Convenience Class Funds**" means an amount equal to $250,000, less the aggregate value of all Convenience Class Claims that are less than or equal to $15,000.

"**Sandpiper LP**" means Sandpiper Ventures Fund Limited Partnership, a limited partnership existing under the Laws of Nova Scotia.

"**Sandpiper LP Interests**" means all of the limited partnership interests that CFFI holds as of the Effective Time in Sandpiper LP.

"**Sandpiper LP Interests Value**" means the fair market value as of the Effective Date of the Sandpiper LP Interests and the Sandpiper Receivables, as determined by the directors of CFFI on or prior to the Effective Date.

"**Sandpiper Receivables**" means, the amounts, if any, owing as of the Effective Time to CFFI from Sandpiper LP.

"**Sandpiper SPVCo**" means CFFI SPVFLP Holdings Inc., a company existing under the Laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**Sandpiper SPVCo Shares**" means 1000 common shares of Sandpiper SPVCo.

"**Secured Creditor Claims**" means all Obligations in respect of the Note Purchase Agreement Debt Documents (in each case, for the avoidance of doubt, excluding the Impaired HPS Debt) and the Other Secured Debt Documents.

"**Secured Creditors**" means the HPS Secured Creditors, SFPC Quantum LP and FPR Financial Corporation.

"**Secured Creditors' Arrangement Resolution**" means a resolution passed by the Secured Creditors authorizing, adopting and approving, with or without variation, the Arrangement and all transactions contemplated therein.

"**Secured Creditors Meeting**" means, the meeting of the Secured Creditors to be held on the Meeting Date in accordance with the Interim Order to consider and, if determined advisable, pass the Secured Creditors' Arrangement Resolution and to consider such other matters as may properly come before such meeting, and any adjournment(s) or postponement(s) thereof.

"**Secured Debt**" means the debt outstanding under the Note Purchase Agreement Debt Documents (excluding the Impaired HPS Debt) and the Other Secured Debt Documents.

"**Shareholder Agreements**" related to Equity Interests in a Person means any agreements among some or all holders of Equity Interests in the Person (and, if applicable, others) regarding ownership or transfer of the Equity Interests, exercise of any voting or other rights related to the Equity Interests or governance of the Person, including any unanimous or other shareholder agreements, voting agreements, voting trusts, pooling agreements or proxies.

"**Subordinate Secured Debt**" means any Secured Debt that is not a Priority Secured Debt.

"**Support Agreement**" means the support agreement (and all schedules and exhibits thereto) among, *inter alia*, CFFI and HPS dated as of February [●], 2026, as the same may be amended or restated from time to time in accordance with its terms.

"**Target Entities**" means BIOX Holdings LLC, Biox USA Limited, MARA Renewables Corporation, CFFI UK Ventures (Barbados) Limited, CFFI USA Holdings Inc., Cormorant Utility Services Limited, Horizon Maritime Offshore A/S, Horizon Maritime Services Ltd., Northern Private Capital GP 1 Ltd., Northern Private Capital Ltd., NPC I LP, NPC I SPVCo, NPC H SPVCo, NPC H LP, Metric LP, Metric SPVCo, OpenScreen Holdings Inc., Skinfix Inc., Valent Low-Carbon Technologies Inc., World Energy GH2 Inc., Boomerswork.com, DeNova, Enlighten Innovations Inc. and Graphite Innovation and Technologies Inc. and, Sandpiper LP, Sandpiper SPVCo, and any other Persons in which CFFI holds an Equity Interest as may be elected in writing by the HPS Parties in their sole discretion prior to the granting of the Final Order; provided, however, that the HPS Parties may remove any of the foregoing in their sole discretion at any time prior to the Effective Date.

"**Transferred Cash**" means all of the cash and cash equivalents that CFFI holds as of the Effective Time, less the amount of cash required to satisfy payment of the Convenience Class Claims pursuant to Sections 2.3(b) and (c).

"**Transferred Equity Interests**" means all of the Equity Interests that CFFI holds in any of the Target Entities as of immediately prior to the step set forth in Section 2.3(s).

"**Transferred Receivables**" means, if any, the amounts owing as of the Effective Time to CFFI from any other Person.

"**Transferred Tangible Property**" means all tangible personal property owned or held by CFFI as of the Effective Time, including all artwork and other collectible items.

"**Unsecured Claim Documents**" means all documentation evidencing or otherwise related to the Unsecured Claims.

"**Unsecured Claims**" means all Claims against CFFI as of immediately prior to the Effective Time that are not Secured Debt, which, for the avoidance of doubt, includes, and shall be deemed to include, the Impaired HPS Debt.

"**Unsecured Creditors**" means the holders of Unsecured Claims.

"**Unsecured Creditors' Arrangement Resolution**" means a resolution passed by the Unsecured Creditors authorizing, adopting and approving, with or without variation, the Arrangement and all transactions contemplated therein.

"**Unsecured Creditors Meeting**" means, the meeting of the Unsecured Creditors to be held on the Meeting Date in accordance with the Interim Order to consider and, if determined advisable, pass the Unsecured Creditors' Arrangement Resolution and to consider such other matters as may properly come before such meeting, and any adjournment(s) or postponement(s) thereof.

1.2 Articles of Reference

The terms "hereof", "hereunder", "herein" and similar expressions refer to this Plan and not to any particular article, section, subsection, clause or paragraph of this Plan, and include any agreements supplemental thereto. In this Plan, a reference to an article, section, subsection, clause or paragraph shall, unless otherwise stated, refer to an article, section, subsection, clause or paragraph of this Plan.

1.3 Interpretation Not Affected by Headings

The division of this Plan into articles, sections, subsections, clauses and paragraphs and other portions, and the insertion of headings and a table of contents, are for convenience of reference only and shall not affect the construction or interpretation of this Plan.

1.4 Gender and Number

In this Plan where the context requires, words importing the singular shall include the plural and vice versa and words importing the use of any gender shall include all genders.

1.5 Date for any Action

In the event that the date on which any action is required to be taken hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 Time

All times expressed herein are local time in Toronto, Ontario, Canada unless otherwise specified.

1.7 Statutory References

Any reference in this Plan to a statute includes all rules, regulations, published policies and blanket orders made thereunder, and any and all amendments to the foregoing in force from time to time.

1.8 Contractual References

Any reference to a contract means such contract as amended, modified, replaced or supplemented from time to time.

1.9 Successors and Assigns

This Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in this Plan.

1.10 Currency

Unless otherwise stated, all references herein to sums of money, cash or currency are expressed in lawful money of Canada. For the purposes of converting various amounts from Canadian dollars to United States dollars or from United States dollars to Canadian dollars for the purposes of Section 2.3 in this Plan, a Canadian dollar to United States dollar exchange rate shall be selected by CFFI and agreed to by the HPS Parties, each acting reasonably.

1.11 Governing Law

This Plan shall be governed by and construed in accordance with the Laws of Nova Scotia and the federal Laws of Canada applicable therein. All questions as to the interpretation or application of this Plan and all proceedings taken in connection with this Plan shall be subject to the exclusive jurisdiction of the Court.

ARTICLE 2
ARRANGEMENT

2.1 Arrangement Filings and Effective Date.

As soon as practicable after the satisfaction or waiver of the conditions set forth in Article 5 (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction of those conditions as of the Effective Date), unless another time or date is agreed in writing among CFFI and the HPS Parties, the Arrangement Filings shall be filed by the Applicant with the Registrar. The Arrangement Filings shall implement this Plan.

2.2 Binding Effect

On and from the Effective Time, this Plan and the transactions contemplated hereby shall be final and binding upon, and be deemed to have been consented and agreed upon by the CFFI Entities,

HPS, the Secured Creditors, the Unsecured Creditors and any other Person affected by or named in this Plan, including the respective heirs, executors, administrators, directors, officers, legal representatives, successors and assigns of each of the foregoing, without any further act or formality required on the part of any Person and, subject to the implementation and effectiveness of the Plan in accordance with its terms, shall constitute a full, final and absolute settlement of all rights of the beneficial and legal owners of the Secured Debt and Unsecured Claims attaching thereto or arising therefrom and an absolute release and discharge of and from all Obligations of CFFI to the Debtholders, except as expressly provided for in the Plan.

On and from the Effective Time, and, subject to the implementation and effectiveness of the Plan in accordance with its terms, without limiting the foregoing, CFFI, HPS, the Secured Creditors, the Unsecured Creditors and any other Person affected by or named in this Plan will be deemed to have executed and delivered to CFFI and its Affiliates all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan.

2.3 The Arrangement

Commencing at the Effective Time, the following events or transactions will occur, or be deemed to have occurred and be taken and effected, in the following order in five minute increments (unless otherwise indicated) and at the times set out in this Section 2.3 (or in such other manner or order or at such other time or times as the Applicant and the HPS Parties may determine in accordance with the Support Agreement), without any further act or formality required on the part of any Person, except as may be expressly provided herein:

Resignation of HPS Appointed Director

(a) Each HPS Appointed Director shall resign from, and shall be deemed to have immediately resigned from, the board of directors of CFFI and of any applicable Target Entities.

Payment of Convenience Class Claims

(b) Each Unsecured Creditor with Unsecured Claims that are less than or equal to $15,000 in the aggregate shall be deemed to hold a Convenience Class Claim in the aggregate amount of such Unsecured Claims and in exchange for, and in full and final settlement of such Convenience Class Claim, CFFI shall pay a cash distribution equal to the full amount of such Unsecured Claims.

(c) Each Unsecured Creditor with Unsecured Claims in excess of $15,000 in the aggregate who delivers a duly completed and executed Convenience Class Claim Election to CFFI's legal counsel by the Election Deadline, shall be treated for all purposes as a Convenience Class Creditor and hold a Convenience Class Claim. In exchange for, and in full and final settlement of such Convenience Class Claims, CFFI shall pay a cash distribution equal to the Cash Elected Amount and, for greater certainty, such Convenience Class Creditors will be entitled to receive only the Cash Elected Amount and will not be entitled to any further consideration or distributions under the Plan.

(d) All Convenience Class Claims shall, and shall be deemed to be, thereafter irrevocably and finally extinguished and the holders of such Convenience Class Claims shall have no further right, title or interest in and to such Unsecured Claims.

Exchange of Subordinate Secured Debt for Contingent Value 'A' Rights

(e) In exchange for, and in full and final settlement of, the Subordinate Secured Debt, subject to the treatment of fractional interests in accordance with Section 3.1 of this Plan, CFFI shall deliver to each holder of Subordinate Secured Debt, in their capacity as such, one Contingent Value 'A' Right for each $1,000 of Secured Creditor Claims in respect of the Subordinate Secured Debt held by such holder of Subordinate Secured Debt (computed in Canadian dollars) as at the Effective Date. The Subordinate Secured Debt shall, and shall be deemed to be, thereafter irrevocably and finally extinguished and the holders of the Subordinate Secured Debt shall have no further right, title or interest in and to the Subordinate Secured Debt or the Secured Creditor Claims in respect of the Subordinate Secured Debt.

Exchange of Unsecured Claims for Contingent Value 'B' Rights

(f) In exchange for, and in full and final settlement of, any Unsecured Claims remaining following the extinguishment of Convenience Class Claims pursuant to Section 2.3(e) of this Plan, subject to the treatment of fractional interests in accordance with Section 3.1 of this Plan, CFFI shall deliver to each Unsecured Creditor (for the avoidance of doubt, excluding Convenience Class Creditors), in their capacity as such, a Contingent Value 'B' Right for each $1,000 of Unsecured Claims held by such Unsecured Creditor (computed in Canadian dollars) as at the Effective Date. Such Unsecured Claims shall, and shall be deemed to be, thereafter irrevocably and finally extinguished and the Unsecured Creditors shall have no further right, title or interest in and to such Unsecured Claims.

Transfer of NPC I LP Interests and NPC I Receivables

(g) The NPC I LP Interests and NPC I Receivables shall be, and shall be deemed to be, transferred for and acquired by, NPC I SPVCo (free and clear of all Encumbrances of any kind whatsoever) and NPC I SPVCo shall issue and deliver the NPC I SPVCo Shares to CFFI in payment and satisfaction for the NPC I LP Interests and NPC I Receivables, and such NPC I SPVCo Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(h) The amount added to the capital account for the NPC I SPVCo Shares in respect of the share issuance in 2.3(g) shall be equal to the NPC I LP Interests Value.

(i) CFFI shall cease to be a holder of the NPC I LP Interests and the name of CFFI shall be removed from the registers of holders of NPC I LP Interests, and NPC I SPVCo shall become the holder of all issued and outstanding NPC I LP Interests.

Transfer of NPC H LP Interests and NPC H Receivables

(j) The NPC H LP Interests and NPC H Receivables shall be, and shall be deemed to be, transferred for and acquired by, NPC H SPVCo (free and clear of all Encumbrances of any kind whatsoever) and NPC H SPVCo shall issue and deliver the NPC H SPVCo Shares to CFFI in payment and satisfaction for the NPC H LP Interests and NPC H Receivables, and such NPC H SPVCo Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(k) The amount added to the capital account for the NPC H SPVCo Shares in respect of the share issuance in 2.3(j) shall be equal to the NPC H LP Interests Value.

(l) CFFI shall cease to be a holder of the NPC H LP Interests and the name of CFFI shall be removed from the registers of holders of NPC H LP Interests, and NPC H SPVCo shall become the holder of all issued and outstanding NPC H LP Interests.

Transfer of Sandpiper Interests and Sandpiper Receivables

(m) The Sandpiper LP Interests and Sandpiper Receivables shall be, and shall be deemed to be, transferred for and acquired by, Sandpiper SPVCo (free and clear of all Encumbrances of any kind whatsoever) and Sandpiper SPVCo shall issue and deliver the Sandpiper SPVCo Shares to CFFI in payment and satisfaction for the Sandpiper LP Interests and Sandpiper Receivables, and such Sandpiper SPVCo Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(n) The amount added to the capital account for the Sandpiper SPVCo Shares in respect of the share issuance in 2.3(m) shall be equal to the Sandpiper LP Interests Value.

(o) CFFI shall cease to be a holder of the Sandpiper LP Interests and the name of CFFI shall be removed from the registers of holders of Sandpiper LP Interests, and Sandpiper SPVCo shall become the holder of all issued and outstanding Sandpiper LP Interests.

Transfer of Metric LP Interests and Metric Receivables

(p) The Metric LP Interests and Metric Receivables shall be, and shall be deemed to be, transferred for and acquired by, Metric SPVCo (free and clear of all Encumbrances of any kind whatsoever) and Metric SPVCo shall issue and deliver the Metric SPVCo Shares to CFFI in payment and satisfaction for the Metric LP Interests and Metric Receivables, and such Metric SPVCo Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(q) The amount added to the capital account for the Metric SPVCo Shares in respect of the share issuance in 2.3(p) shall be equal to the Metric LP Interests Value.

(r) CFFI shall cease to be a holder of the Metric LP Interests and the name of CFFI shall be removed from the registers of holders of Metric LP Interests, and Metric SPVCo shall become the holder of all issued and outstanding Metric LP Interests.

Asset Conveyance to New Holdco

(s) All CFFI Assets shall be, and shall be deemed to be, transferred to and acquired by New Holdco (free and clear of all Encumbrances of any kind whatsoever) and in payment and satisfaction in full of the purchase price for the CFFI Assets, New Holdco shall assume the Assumed Contractual Liabilities, which shall be assigned, transferred and novated to New Holdco, and issue and deliver to CFFI the New Holdco Share Consideration, and such New Holdco Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(t) The amount added to the capital account for the New Holdco Shares in respect of the share issuance in 2.3(s) shall be equal to the CFFI Asset Value.

(u) CFFI shall cease to be a holder of the Transferred Equity Interests and the name of CFFI shall be removed from the registers of holders of Transferred Equity Interests, and New Holdco shall become the holder of all issued and outstanding Transferred Equity Interests.

AcquireCo Acquires New Holdco

(v) Each New Holdco Share that is issued and outstanding immediately following the share issuance in 2.3(s) shall be, and shall be deemed to be, transferred to and acquired by, AcquireCo (free and clear of all Encumbrances of any kind whatsoever) in exchange for the assignment, transfer and novation to AcquireCo of (i) the Assumed Priority Secured Debt Obligations, (ii) the Assumed Contingent Value Rights Obligations, and (iii) the Assumed Employee Liabilities.

(w) The terms and conditions of the Assumed Priority Secured Debt Obligations shall be amended, and deemed to be amended, to the extent necessary to provide that all of the Assumed Priority Secured Debt Obligations (including, for the avoidance of doubt, any accrued and unpaid interest) as of the Effective Date will be treated as the principal amount owing from AcquireCo to the Secured Creditors, along with such other amendments as AcquireCo and the applicable Secured Creditor(s) may agree in writing in their sole discretion, and such Assumed Priority Secured Debt Obligations shall be novated, and deemed to be novated, accordingly.

(x) All rights, whether direct or indirect, and whether or not exercised, of any Secured Creditor pursuant to any Debt Document, in respect of any and all and any part of the Equity Interests of CFFI, including for greater certainty the power of attorney, the pledge and any other rights of HPS and the HPS Secured Creditors to, directly or indirectly, hold, acquire, vote, control the voting rights or the direction, management and policies of CFFI shall immediately be, and be deemed to be, revoked and terminated with no further force or effect, subject to the provisions of this Plan.

(y) CFFI shall cease to be a holder of such New Holdco Shares and the name of CFFI shall be removed from the register of holders of New Holdco Shares, and AcquireCo shall become the holder of all issued and outstanding New Holdco Shares.

Fees and Expenses

(z) CFFI shall pay in full in cash the outstanding reasonable and documented fees and expenses of the advisors to the Applicant and to the HPS Parties pursuant to the terms and conditions of the Support Agreement.

Releases

(aa) The releases referred to in Article 4 shall become effective.

2.4 Subordinate Secured Debt

For the avoidance of doubt, upon the assumption of the Assumed Priority Secured Debt Obligations pursuant to Section 2.3, to the extent that any Secured Creditor Claim is comprised of both Priority Secured Debt and Subordinate Secured Debt, the holder of such Secured Creditor Claims shall hold a limited recourse claim against AcquireCo or its assignee(s), enforceable solely against the CFFI Assets that are the subject of its Priority Security Interest, and shall have no other recourse for such Secured Debt against AcquireCo or its assignee(s) (on a secured or unsecured basis) or any other assets of AcquireCo or its assignee(s).

2.5 Securities Law Matters

The Applicant intends that the issuance and distribution, pursuant to this Plan, of the New Holdco Share Consideration issued upon the completion of 2.3(s) becoming effective and the Contingent Value 'A' Rights and Contingent Value 'B' Rights issued in exchange for the Subordinate Secured Debt and the Unsecured Claims (other than Convenience Class Claims), respectively, shall be exempt from the prospectus requirements of Canadian Securities Laws, to the extent applicable, pursuant to Section 2.11 of National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators.

2.6 Post-Effective Date Matters

From and after the Effective Date, all Persons shall be deemed, without any further act or formality required on the part of such Persons, to have consented and agreed to the future assignment or transfer of all or any part of the CFFI Assets to an Affiliate of AcquireCo provided that the transferor of the CFFI Assets receives consideration having a value at least equal to the value of the transferred CFFI Assets (the "**Post-Effective Date Reorganization Transaction**").

ARTICLE 3
IMPLEMENTATION OF ARRANGEMENT

3.1 Fractional Interests

No fractional NPC I SPVCo Shares, NPC H SPVCo Shares, Sandpiper SPVCo Shares, New Holdco Shares, Contingent Value 'A' Rights or Contingent Value 'B' Rights shall be issued under this Plan, and fractional share interests shall not entitle the owner thereof to vote or to any rights of a holder of NPC I SPVCo Shares, NPC H SPVCo Shares, Sandpiper SPVCo Shares, New Holdco Shares or claims (whether actual or contingent, and whether or not previously asserted) of any Person with respect to fractional NPC I SPVCo Shares, NPC H SPVCo Shares, Sandpiper SPVCo Shares, New Holdco Shares, Contingent Value 'A' Rights or Contingent Value 'B' Rights pursuant to this Plan shall be rounded down to the nearest whole number of NPC I SPVCo Shares,

NPC H SPVCo Shares, Sandpiper SPVCo Shares, New Holdco Shares, Contingent Value 'A' Rights or Contingent Value 'B' Rights, as applicable, without compensation therefor.

3.2 Calculations

All calculations and determinations made by the Applicant for the purposes of this 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.

ARTICLE 4
RELEASES

4.1 Release of Released Parties and Extinguishment of Affected Equity Claims

At the applicable time pursuant to Section 2.3, each of the Released Parties shall be released and discharged from all present and future actions, causes of action, 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 Debt, the Debt Documents, the Support Agreement, this Plan, these proceedings, the transactions contemplated hereunder and any proceedings commenced with respect to or in connection with this Plan and any other actions or matters related directly or indirectly to the foregoing, provided that nothing in this paragraph shall release or discharge (i) any of the Released Parties from or in respect of its obligations under this Plan or the Support Agreement, (ii) AcquireCo or its assignee(s) from or in respect of its obligations pursuant to (A) the Assumed Priority Secured Debt Obligations, (B) the Assumed Contingent Value Rights Obligations under the Contingent Value Rights Certificates, (C) the Assumed Employee Liabilities, (D) the Transferred Receivables and (E) the Assumed Contractual Liabilities or (iii) any Released Party from liabilities or claims attributable to any Released Party's fraud, wilful misconduct, criminal act or criminal omission, as determined by the final, non-appealable judgment of a court of competent jurisdiction.

4.2 Injunctions

All Persons are permanently and forever barred, estopped, stayed and enjoined, on and after the Effective Date, with respect to any and all Released Claims, from (i) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever against the Released Parties, as applicable, or commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever that could result in a claim for contribution of indemnity from a Released Party in respect of any and all Released Claims; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the Released Parties; (iii) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Encumbrance of any kind against the Released Parties or their property; or (iv) taking any actions to interfere with the implementation or consummation of this Plan; provided, however, that the foregoing shall not apply to the enforcement of any obligations under this Plan.

ARTICLE 5
CONDITIONS PRECEDENT TO PLAN IMPLEMENTATION

5.1 Conditions Precedent to Implementation of this Plan

The implementation of this Plan shall be conditional upon the fulfillment, satisfaction or waiver of the following conditions precedent:

(a) the Court shall have granted the Final Order and the Final Order shall have become a final order, the implementation, operation or effect of which shall not have been stayed, varied in a manner not acceptable to the Applicant, vacated or subject to pending appeal and as to which order any appeal periods relating thereto shall have expired;

(b) no Law shall have been passed and become effective, the effect of which makes the consummation of this Plan illegal or otherwise prohibited; and

(c) all conditions to implementation of this Plan set out in the Support Agreement shall have been satisfied or waived by the applicable parties pursuant to the terms of the Support Agreement.

5.2 Effectiveness

This Plan will become effective in the sequence described in Section 2.3 on the filing of the Arrangement Filings with the Registrar, and shall be binding on and enure to the benefit of the CFFI Entities, the Debtholders, HPS, the Released Parties, the directors and officers of the CFFI Entities and all other Persons named or referred to in, or subject to, this Plan and their respective successors and assigns and their respective heirs, executors, administrators and other legal representatives, successors and assigns. The Arrangement Filings shall be filed with respect to the Arrangement in its entirety. The confirmation of filing of the Arrangement Filings with the Registrar shall be conclusive evidence that the Arrangement has become effective and that each of the provisions in Section 2.3 has become effective in the sequence set forth therein. No portion of this Plan shall take effect with respect to any party or Person until the Effective Time.

ARTICLE 6
MISCELLANEOUS

6.1 Waiver of Defaults

From and after the Effective Time, all Persons shall be deemed to have consented and agreed to all of the provisions of this Plan in its entirety. Without limiting the foregoing, all Persons shall be deemed to have:

(a) waived any and all defaults or events of default, rights or any non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any Organizational Document, Shareholder Agreement, contract, instrument, credit document, lease, licence, guarantee, agreement for sale or other agreement, written or oral, in each case relating to, arising out of, or in connection with, the Debt or the Debt Documents, the Support Agreement, the

Arrangement, this Plan, the transactions contemplated hereunder, any proceedings commenced with respect to or in connection with this Plan and any and all amendments or supplements thereto, and any Post-Effective Date Reorganization Transaction, except as expressly provided for in this Plan. Any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection with any of the foregoing shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall be deemed to excuse the CFFI Entities and their respective successors from performing their obligations under this Plan; and

(b) agreed that, if there is any conflict between the provisions of any agreement or other arrangement, written or oral, existing between such Person and the CFFI Entities and the provisions of this Plan, then the provisions of this Plan take precedence and priority and the provisions of such agreement or other arrangement are deemed to be amended accordingly.

6.2 Amendments to the Plan of Arrangement

Subject to the terms and conditions of the Support Agreement, the Interim Order and the Final Order:

(a) the Applicant, subject to the prior written consent of the HPS Parties, reserves the right to amend, restate, modify and/or supplement this Plan at any time and from time to time, provided that (except as provided in subsection (c) below) any such amendment, restatement, modification or supplement must be contained in a written document that is (i) filed with the Court (either before or as soon as practicable following the Meetings provided that written copies of any such amendments, restatements, modifications or supplements are provided at the Meetings) and, if made following the Meetings, approved by the Court, and (ii) communicated to the Debtholders in the manner required by the Court (if so required);

(b) any amendment, modification or supplement to this Plan may be proposed by the Applicant, subject to the prior written consent of the HPS Parties, at any time prior to or at the Meetings, with or without any prior notice or communication (other than as may be required under the Interim Order), and if so proposed and accepted at the Meetings, subject to the prior written consent of the HPS Parties, shall become part of this Plan for all purposes; and

(c) any amendment, modification or supplement to this Plan may be made following the Meetings by the Applicant, subject to the prior written consent of the HPS Parties, without requiring filing with, or approval of, the Court, provided that it concerns a matter which is of an administrative nature and is required to better give effect to the implementation of this Plan and is not materially adverse to the financial or economic interests of any of the Debtholders.

6.3 Consents, Waivers and Agreements

At the Effective Time, each Debtholder and any other Person affected by this Plan will be deemed to have consented and agreed to all of the provisions of this Plan in its entirety. Without limitation to the foregoing, each Debtholder and any other Person affected by this Plan will be deemed:

(a) to have executed and delivered to the Applicant all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety;

(b) to have waived any non-compliance or default by the CFFI Entities with or of any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Debtholder or other Person and the CFFI Entities with respect to the Debt or the Debt Documents that has occurred or exists on or prior to the Effective Time; and

(c) to have agreed that, if there is any conflict between the provisions of any such agreement and the provisions of this Plan, then the provisions of this Plan take precedence and priority and the provisions of such agreement or other arrangement are deemed to be amended accordingly.

6.4 Paramountcy

On and from the Effective Time, any conflict between this Plan and the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any Organizational Document, Shareholder Agreement, contract, mortgage, security agreement, indenture, trust indenture, loan agreement, support agreement, commitment letter or other agreement, written or oral, and any and all amendments or supplements thereto, existing between the Applicant and any other Person, in each case as at the Effective Date will be deemed to be governed by the terms, conditions and provisions of this Plan and the Final Order, which shall take precedence and priority.

6.5 Deeming Provisions

In this Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

6.6 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall reflect this Plan and may, subject as hereinafter provided, be made or given by the Person making or giving it or by any agent of such Person authorized for that purpose by personal delivery, by prepaid mail or by e-mail addressed to the respective parties as follows:

(i) if to CFFI:

CFFI Ventures Inc.
1-741 Bedford Highway
Bedford, Nova Scotia
B4A 3Z7

Attention: Nanci Rorabeck
Email: nrorabeck@cffi.com

With a required copy (which shall not be deemed notice) to:

McInnes Cooper
1969 Upper Water Street, Suite 1300
McInnes Cooper Tower – Purdy's Wharf
Halifax, Nova Scotia
B3J 3JR

Attention: Ben Pryde & Stephen Kingston
Email: ben.pryde@mcinnescooper.com;
stephen.kingston@mcinnescooper.com

(ii) if to the HPS Parties:

HPS Investment Partners LLC
40 West 57th Street
33rd Floor
New York, New York 10019

Attention: Jeffrey Fitts, Shant Babikian & Mayu Sris
Email: jeffrey.fitts@hpspartners.com;
shant.babikian@hpspartners.com; mayu.sris@hpspartners.com

With a required copy (which shall not be deemed notice to):

Cox & Palmer
Nova Centre, South Tower, Suite 1500 – 1625 Grafton Street
Halifax NS B3J 0E8

Attention: Gavin MacDonald
Email: gmacdonald@coxandpalmer.com

or to such other address as any party above may from time to time notify the others in accordance with this Section 6.6. In the event of any strike, lock-out or other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery or by email and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been given or made. Any such notices and communications so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of emailing, provided that such day in either event is a Business Day and the communication is so delivered or emailed before 5:00 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. The unintentional failure by the Applicants to give a notice contemplated hereunder to any

particular Debtholder shall not invalidate this Plan or any action taken by any Person pursuant to this Plan.

6.7 Further Assurances

Notwithstanding that the transactions and events set out herein will occur and be deemed to occur in the order set out in this Plan without any further act or formality, each of the Persons named or referred to in, affected by or subject to, this Plan will make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them to carry out the full intent and meaning of this Plan and to give effect to the transactions contemplated herein.

Schedule A

Assumed Contracts

1. Lease Agreement and Service Contract between CFFI Ventures Inc. and MMP Office Interiors Inc. dated as of January 26, 2021, as may have been amended, supplemented and/or varied from time to time;

2. Lease between CFFI Ventures Inc. and Micco Companies Limited dated as of February 1, 2021, as amended by a Lease Amendment dated August 15, 2024, and as may have been further amended, supplemented and/or varied from time to time;

3. Bell Mobility Services Agreement between CFFI Ventures Inc. and Bell Mobility Inc., as amended by an Amendment to the Bell Mobility Services Agreement and as may have been further amended, supplemented and/or varied from time to time;

4. Master Communications Agreement (Retail) between CFFI Ventures Inc. and Bell Canada dated as of November 21, 2024, as may have been amended, supplemented and/or varied from time to time;

5. Services Contract (ABM Advantage Strategy) between CFFI Ventures Inc. and ABM Integrated Solutions dated as of February 1, 2021, as may have been amended, supplemented and/or varied from time to time;

6. Customer Agreement between CFFI Ventures Inc. and Iron Mountain Canada Operations ULC (d/b/a Iron Mountain Canada) dated January 20, 2021, as may have been amended, supplemented and/or varied from time to time.

EXHIBIT A

CONTINGENT VALUE 'A' RIGHTS CERTIFICATE

THIS CONTINGENT VALUE 'A' RIGHT HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR PURSUANT TO THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. ACCORDINGLY, THIS CONTINGENT VALUE 'A' RIGHT MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS EITHER REGISTERED UNDER THE ACT AND APPLICABLE STATE LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

CFFI VENTURES INC.

CONTINGENT VALUE 'A' RIGHTS CERTIFICATE

Contingent Value 'A' Rights Certificate No. _____*[CVR-A[•]]*_____

THIS IS TO CERTIFY THAT _____ is the registered holder of _____ Class 'A' Contingent Value Rights, each entitling such holder to receive a contingent cash payment from CFFI Ventures Inc., a corporation existing under the laws of Nova Scotia (the "**Company**"), on the terms and subject to the conditions set forth in this Contingent Value 'A' Rights certificate (the "**Certificate**").

This Certificate is issued pursuant to a plan of arrangement under Section 130 of the *Companies Act* (Nova Scotia) (as it may be amended or supplemented from time to time pursuant to the terms thereof, the "**Plan of Arrangement**"), whereby, among other things, the holders of Subordinate Secured Debt (as defined in the Plan of Arrangement) as of immediately prior to the Effective Time will become entitled to receive a contingent cash payment on the terms and subject to the conditions set forth herein (each, a "**Contingent Value 'A' Right**"), in exchange and as consideration for the full and final settlement of the Subordinate Secured Debt held by such holders as at the Effective Date, pursuant to the terms of the Plan of Arrangement.

1. INTERPRETATION

1.1 Definitions. Capitalized terms used in this Certificate shall have the meanings ascribed to them below:

(a) "**Affiliate**" means, with respect to any Person, any other Person directly or indirectly, controlling, controlled by, or under common control with, such Person. For this purpose, "control" (including, the terms "controlling", "controlled" "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise;

(b) "**Board of Directors**" means the board of directors of the Company from time to time;

(c) "**Business Day**" means any day, other than a Saturday, a Sunday or a day on which banks are required or authorized to remain closed in Halifax, Nova Scotia, Canada;

(d) "**Certificate**" has the meaning set forth in the recitals hereto;

(e) "**CFFI Assets**" has the meaning set forth in the Plan of Arrangement.

(f) "**CFFI Assets Mark-to-Market Value**" means, at the applicable time, the fair market value of the CFFI Assets then held, as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(g) "**CFFI Assets Net Realized Value**" means, at the applicable time, without duplication, the aggregate amount of cash and the fair market value of any non-cash consideration received by the Company since the Effective Date on account of (i) any dividend or other distribution, direct or indirect, paid to the Company on account of any of the Transferred Equity Interests and (ii) any sale, transfer or other disposition by the Company to any Person of any CFFI Assets, including any of the Transferred Equity Interests or Transferred Tangible Property, net of any costs or expenses directly incurred in connection therewith (with any escrowed, held-back or withheld amounts included only when released to the Company), in each case as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(h) "**CFFI Assets Value**" means, at any given time, the sum of (i) the CFFI Assets Mark-to-Market Value and (ii) the CFFI Assets Net Realized Value.

(i) "**CFFI Minimum Asset Value**" means $[•].[1]

(j) "**Company**" has the meaning set forth in the recitals hereto;

(k) "**Company Permitted Assignee**" has the meaning set forth in Section 4.3;

(l) "**Contingent Value 'A' Maximum Payment Amount**" means $[•][2], being the maximum aggregate amount that may be paid to all Holders of Contingent Value 'A' Rights.

(m) "**Contingent Value 'A' Payment**" has the meaning set forth in Section 2.9(b);

(n) "**Contingent Value 'A' Payment Date**" means a date determined by the Company that is no later than forty (40) Business Days after the end of the applicable Contingent Value 'A' Payment Period;

(o) "**Contingent Value 'A' Payment Determination Date**" means the last calendar day of each Contingent Value 'A' Period;

(p) "**Contingent Value 'A' Payment Determination Time**" has the meaning set forth in the definition of "**Contingent Value 'A' Payment Per Right**";

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[1] Will be the value of the Note Purchase Agreement liability but for implementation of the Plan of Arrangement.

[2] Will be the value of the applicable holder's Subordinate Secured Debt but for implementation of the Plan of Arrangement.

(q) "**Contingent Value 'A' Payment Notice**" has the meaning set forth in Section 2.9(a);

(r) "**Contingent Value 'A' Payment Per Right**" means, with respect to any Contingent Value 'A' Payment Period, an amount equal to the Contingent Value 'A' Payment Pool calculated for the applicable Contingent Value 'A' Payment Period divided by the total number of Contingent Value 'A' Rights issued and outstanding as of 11:59 p.m. on December 31 of the applicable Contingent Value 'A' Payment Period (the "**Contingent Value 'A' Payment Determination Time**");

(s) "**Contingent Value 'A' Payment Periods**" means each consecutive financial year of the Company ending on December 31; provided that, the first Contingent Value 'A' Payment Period shall commence on the Effective Date and the last Contingent Value 'A' Payment Period shall end on the Termination Date;

(t) "**Contingent Value 'A' Payment Pool**" means, with respect to any Contingent Value 'A' Payment Period, an amount equal to 15% of the Company's Gross Profit for such Contingent Value 'A' Payment Period, net of any deduction of allowances for reserves as in the opinion of the Board of Directors, acting reasonably and in good faith, are required to or are prudent to maintain to fund the operations and liabilities of the Company and its subsidiaries; provided that, the Contingent Value 'A' Payment Pool for any given Contingent Value 'A' Payment Period shall never exceed the Contingent Value 'A' Payment Pool Annual Maximum for any Contingent 'A' Payment Period;

(u) "**Contingent Value 'A' Payment Pool Annual Maximum**" means, with respect to any Contingent Value 'A' Payment Period, the excess (if any) of the CFFI Assets Value over the CFFI Minimum Asset Value, as calculated on the Contingent Value 'A' Payment Determination Date;

(v) "**Contingent Value 'A' Right**" has the meaning set forth in the recitals hereto;

(w) "**Contingent Value 'A' Rights Register**" has the meaning set forth in Section 2.7;

(x) "**Effective Date**" has the meaning set forth in the Plan of Arrangement;

(y) "**Effective Time**" has the meaning set forth in the Plan of Arrangement;

(z) "**Extraordinary Resolution**" has the meaning set forth in Section 3.12;

(aa) "**Governmental Entity**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or axing authority or power;

(bb) "**Gross Profit**" means, for any Contingent Value 'A' Payment Period, the amount equal to: (i) realized gains and income recognized by the Company in profit or loss from (i) the disposition of assets, subsidiaries or other investments (including shares, limited partnership units, debt instruments and intangible assets), measured as the aggregate consideration received; and (ii) investment income, including interest, dividends and partnership or fund distributions, in each case to the extent recognized in profit or loss under US GAAP; minus (b) all expenses, costs and charges of the Company incurred or recognized in such period under US GAAP, whether direct or indirect, operating or non-operating, including, without limitation, selling, general and administrative expenses (including employee salaries, benefits and any other employment-related costs), occupancy and insurance, information technology, professional fees and advisory or success fees, brokerage fees, severance, retention and change-in-control payments, transaction expenses (including transfer taxes and other transaction-related taxes), depreciation and amortization, impairment charges and write-downs, financing and interest costs, foreign exchange losses, and income, capital gains and other taxes;

(cc) "**Holder**" means, as the context requires, the holder of this Certificate and any Person in whose name a Contingent Value 'A' Right is registered in the Contingent Value 'A' Register at the applicable time;

(dd) "**Interim Order**" has the meaning set forth in the Plan of Arrangement;

(ee) "**Note Purchase Agreement**" has the meaning set forth in the Plan of Arrangement;

(ff) "**Note Purchase Agreement Debt Documents**" has the meaning set forth in the Plan of Arrangement;

(gg) "**Person**" means any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

(hh) "**Plan of Arrangement**" has the meaning set forth in the recitals hereto;

(ii) "**Termination Date**" means December 31, 2031;

(jj) "**Transferred Equity Interests**" has the meaning set forth in the Plan of Arrangement;

(kk) "**Transferred Tangible Property**" has the meaning set forth in the Plan of Arrangement;

(ll) "**US GAAP**" means generally accepted accounting principles in the United States as in effect from time to time, consistently applied throughout the periods involved;

1.2 Interpretation.

(a) Currency. All references to dollars or to $ are references to Canadian dollars. For the purposes of converting various amounts from Canadian dollars to United States dollars or from United States dollars to Canadian dollars for the purposes of this Certificate, a Canadian dollar to United States dollar exchange rate shall be selected by the Board of Directors, acting reasonably.

(b) Gender and Number. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(c) Certain Phrases and References, etc. The words (a) "including," "includes" and "include" mean "including (or includes or include) without limitation," (b) "or" or "either" shall not be exclusive, and (c) "the aggregate of," "the total of," "the sum of," or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of." The phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not merely mean "if". Unless stated otherwise, "Article" and "Section" followed by a number or letter mean and refer to the specified Article or Section of this Certificate. The term "Certificate" and any reference in this Certificate to this Certificate or any other agreement or document includes, and is a reference to, this Certificate or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it.

(d) Statutes. Any reference to a statute refers to such statute and all rules and regulations made or promulgated under it, as it or they may have been or may from time to time be amended modified, supplemented or reenacted, including by succession of comparable successor laws, in each case unless expressly stated otherwise.

(e) Computation of Time. If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Certificate, then the first day of the period is not counted, but the day of its expiry is counted. Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day.

(f) Time References. Unless otherwise specified, all references to time herein mean local time, in Halifax, Nova Scotia.

(g) Accounting Matters. For the purposes of this Certificate, Gross Profit shall be derived from the Company's books and records and its financial statements prepared in good faith in accordance with US GAAP. The Company shall apply US GAAP and its accounting policies on a basis consistent with prior periods. Any change in accounting policies or practices (including as required by US GAAP) shall be reflected using a method that preserves comparability so that Gross Profit is not artificially increased or decreased by such change, with reasonable

adjustments made if necessary to achieve comparability, as conclusively determined by the Company acting reasonably.

2. TERMS OF CLASS "A" CONTINGENT VALUE RIGHTS

2.1 Contingent Value 'A' Right Payments. Each Contingent Value 'A' Right shall entitle the Holder thereof to receive from the Company, subject to Sections 2.3 and 2.4 and subject to the Company's right to make any applicable deductions or withholdings in accordance with Section 2.9(c), in respect of any Contingent Value 'A' Payment Period, an amount equal to the Contingent Value 'A' Payment Per Right, provided that:

(a) no amounts shall be paid, payable or accrue hereunder or to any Holder of Contingent Value 'A' Rights for such Contingent Value 'A' Payment Period unless the CFFI Assets Value as of the applicable Contingent Value 'A' Payment Determination Time is greater than the CFFI Minimum Asset Value; and

(b) the aggregate of all payments made to Holders of Contingent Value 'A' Rights shall not exceed the Contingent Value 'A' Maximum Payment Amount.

2.2 Holder of Contingent Value 'A' Rights not a Shareholder. Nothing in the holding of this Certificate, or otherwise, shall, in itself, confer or be construed as conferring upon the Holder any right or interest whatsoever as a shareholder of the Company, including, but not limited to, the right to vote at, to receive notice of, or to attend, meetings of shareholders of the Company or any other proceedings of the Company, or the right to dividends and other allocations.

2.3 Solvency Restrictions. Notwithstanding any other provision of this Certificate, the Company is not obligated to deliver any payments hereunder to the extent that it would be contrary to solvency requirements or any other provision of applicable law.

2.4 Contingent Value 'A' Rights to Rank Pari Passu. All Contingent Value 'A' Rights are direct unsecured contingent obligations of the Company and shall rank *pari passu* with each other, whatever may be the actual date of issue thereof. Apart from the foregoing, the Contingent Value 'A' Rights shall not confer on Holders any legal right or interest in any other property of the Company or its Affiliates or the Company.

2.5 Transfer and Ownership of Contingent Value 'A' Rights. Subject to Section 2.10, neither this Certificate nor any right or interest hereunder shall be assignable by the Holder, his beneficiaries, dependents or legal representatives without the Company's prior written consent, which may be withheld or conditioned in its sole discretion.

2.6 Ownership of Rights. The Company may deem and treat the registered Holder of this Certificate as the absolute owner of the Contingent Value 'A' Rights represented hereby for all purposes and the Company shall not be affected by any notice or knowledge to the contrary, except where the Company is required to take notice by statute or by order of a court of competent jurisdiction.

2.7 Register. The Company shall maintain a register (the "Contingent Value 'A' Right Register") which shall include (without limitation) the following information for each

Holder: (i) the name and mailing address of each Holder and (ii) the number of Contingent Value 'A' Rights issued to each Holder pursuant to the Plan of Arrangement.

2.8 Issue in Substitution for Certificates Lost, etc.

(a) If this Certificate becomes mutilated or is lost, destroyed or stolen, the Company, subject to applicable law, shall issue and deliver, a new Certificate of like tenor, and bearing the same legend, if applicable, as the one mutilated, lost, destroyed or stolen in exchange for and in place of and upon cancellation of such mutilated Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Certificate, and the substituted Certificate shall be entitled to the benefits hereof.

(b) The applicant for the issue of a new Certificate pursuant to this Section 2.8 shall bear the cost of the issue thereof and in case of loss, destruction or theft shall, as a condition precedent to the issuance thereof, furnish to the Company such evidence of ownership and of the loss, destruction or theft of the Certificate so lost, destroyed or stolen as shall be satisfactory to the Company, in its sole discretion, acting reasonably, and such applicant shall also be required to furnish an indemnity and surety bond in amount and form satisfactory to the Company, in its sole discretion, and shall pay the reasonable charges of the Company in connection therewith.

2.9 Payment Procedures.

(a) Within twenty (20) Business Days of the end of a Contingent Value 'A' Payment Period, the Company shall provide each Holder with written notice (the "**Contingent Payment Notice**") setting out: (a) the Contingent Value 'A' Payment Per Right for that Contingent Value 'A' Payment Period (if any) (net of any applicable deductions or withholdings pursuant to Section 2.9(c)) and (b) the Contingent Value 'A' Payment Date of the applicable payment.

(b) On or before 11:00 a.m. (Eastern time) on the Business Day immediately prior to the applicable Contingent Value 'A' Payment Date, the Company shall send by first-class mail (postage prepaid) to the address of the Holder of the Contingent Value 'A' Rights last appearing on the register pursuant to Section 2.7 (or, in the event of the address not being so recorded, at the last known address of the Holder), a cheque in the name of such Holder representing the amount payable to the Holder in accordance with Section 2.1 (the "**Contingent Value 'A' Payment**"). Notwithstanding the aforementioned, the Company may, in its sole discretion, elect to make any payments hereunder by wire transfer to an account designated in writing by the Holder, provided that the Holder has delivered to the Company current and accurate wire transfer details upon the Company's request. If the Holder fails to deliver such wire transfer details within a reasonable time following the Company's request, the Company shall send the payment by cheque to the Holder's last known address as recorded in the register pursuant to Section 2.7 (or, if no such address is recorded, to the last known address of the Holder) and the Holder shall be deemed to waive any claims, liabilities or damages arising from non-delivery, delay, or other issues resulting from the use of such delivery method.

(c) The Company (and any applicable Affiliate) shall be entitled to deduct and withhold from any amounts or property to be issued, paid, assigned or conveyed hereunder, such amounts as the Company is required to deduct and withhold with respect to such payment or transfer under the *Income Tax Act* (Canada) or any provision of federal, provincial, state, local or foreign tax law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the relevant Holder, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

(d) If any portion of any Contingent Value 'A' Payment remains undistributed to a Holder twelve (12) months after the delivery date of the Contingent Value 'A' Payment Notice, such Holder shall be entitled to look to the Company (subject to abandoned property, escheat and other similar applicable law) only as general creditors thereof with respect to the Contingent Value 'A' Payment payable hereunder, without any interest thereon. The Company shall not be liable to such Holder for any such consideration delivered in respect of a Contingent Value 'A' Right to a public official pursuant to any abandoned property, escheat or other similar applicable law.

(e) For the avoidance of doubt, no Contingent Value 'A' Payment shall accrue or become payable to any Holder with respect to any Contingent Value 'A' Payment Period unless the CFFI Assets Value as of the applicable Contingent Value 'A' Payment Determination Date is greater than the CFFI Minimum Asset Value.

2.10 Ability to Abandon Contingent Value 'A' Rights. A Holder may at any time, at such Holder's option, abandon all of such Holder's remaining rights in a Contingent Value 'A' Right by transferring such Contingent Value 'A' Right to the Company or any of its Affiliates without consideration therefor, which abandonment a Holder may effect by delivery of a written notice of such transfer and abandonment to the Company. Subject to applicable law, nothing in this Certificate shall prohibit the Company or any of its Affiliates from offering to acquire or acquiring any Contingent Value 'A' Rights for consideration from the Holders, in private transactions or otherwise, in its sole discretion. Any Contingent Value 'A' Rights acquired by the Company or any of its Affiliates shall be automatically deemed extinguished and no longer outstanding. Notwithstanding anything to the contrary herein, the Company and its Affiliates shall have no obligation to make any offer to acquire Contingent Value 'A' Rights on a pro rata basis or to extend any such offer to all Holders, and any such acquisition may be conducted selectively and at the sole discretion of the Company or its Affiliates.

2.11 Termination Date. At the Termination Date, this Certificate shall be cancelled and shall thereafter by null, void and of no effect; provided that, any unpaid Contingent Value 'A' Payments accrued prior to the Termination Date shall remain payable by the Company in accordance with Section 2.9.

3. MEETINGS OF HOLDERS

3.1 Right to Convene Meeting. The Company may at any time, and any Holders holding at least 66 2/3% of the Contingent Value 'A' Rights issued and outstanding at such time may, not more than once every two calendar years, convene a meeting of the Holders (the

"**Requisitioning Holder**"). Every such meeting shall be held in Halifax, Nova Scotia; provided, that, any meeting held pursuant to this Article 3 may be held through a virtual or electronic meeting platform.

3.2 Notice of Meetings. At least ten days' and not more than 60 days' prior written notice of any meeting of the Holders shall be given to the Holders by ordinary post addressed to such Holders at their post office addresses appearing on the Contingent Value 'A' Right Register hereinbefore mentioned. Such notice must state the time when and the place where the meeting is to be held and state briefly the general nature of the business to be transacted thereat and shall contain such information as is reasonably necessary to enable the Holders to make a reasoned decision on the matter.

3.3 Chair. An individual (who need not be a Holder) designated in writing by the Company (if it calls the meeting) shall be the chair of the meeting and if no individual is so designated, or if the individual so designated is not present within fifteen (15) minutes from the time fixed for the holding of the meeting, Holders present in person or by proxy shall choose an individual present to be chair.

3.4 Quorum. At any meeting of the Holders a quorum shall consist of Holders present in person or by proxy and holding more than 50% of the aggregate number of then outstanding Contingent Value 'A' Rights. If a quorum is not present within thirty (30) minutes from the time fixed for holding any meeting, no business shall be transacted at the meeting and the meeting, if summoned by the Holders, shall be dissolved; but in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day in which case it shall be adjourned to the next following Business Day) at the same time and place and the Company shall be required to give notice in respect of such adjourned meeting's new date and time. Any business may be brought before or dealt with at an adjourned meeting which might have been dealt with at the original meeting in accordance with the notice calling the same. At the adjourned meeting the Holders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened, notwithstanding that they may not hold more than 50% of the aggregate number of all then outstanding Contingent Value 'A' Rights.

3.5 Power to Adjourn. The chair of any meeting at which a quorum is present may, with the consent of the meeting, adjourn any such meeting, and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

3.6 Show of Hands. Unless a poll is demanded or required as provided in Section 3.7, every question submitted to a meeting shall be decided in the first place by a majority of the votes given on a show of hands, a declaration by the chair that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

3.7 Poll. On every Extraordinary Resolution, and on any other question submitted to a meeting and after a vote by show of hands when demanded by the chair or by one or more of the Holders acting in person or by proxy and holding in the aggregate at least 5% of all the Contingent Value 'A' Rights then outstanding, a poll must be taken in such manner as the

chair directs. Questions other than those required to be determined by Extraordinary Resolution shall be decided by a majority of the votes cast on the poll.

3.8 Voting.

(a) On a show of hands, every Person who is present and entitled to vote, whether as a Holder or as proxy for one or more Holders or both, shall have one vote in respect of each Contingent Value 'A' Right held or represented by proxy. On a poll, each Holder present in person or represented by a proxy duly appointed by an instrument in writing shall be entitled to one vote in respect of each Contingent Value 'A' Right held or represented by it. A proxy need not be a Holder. In the case of joint Holders of a Contingent Value 'A' Right, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others; but in case more than one of them is present in person or by proxy, they must vote together in respect of the Contingent Value 'A' Rights of which they are joint Holders. The chair of any meeting shall be entitled, both on a show of hands and on a poll, to vote in respect of any Contingent Value 'A' Rights, if any, held or represented by him, but shall not have a second or deciding vote.

(b) Any resolution proposed to be passed at a meeting of the Holders (including an adjourned meeting) duly convened and held in accordance with the provisions of this Article 3 shall, except in the case of those matters expressly required to be approved by Extraordinary Resolution, be considered duly passed if approved by a majority of the Holders present in person or represented by proxy at the meeting.

3.9 Regulations.

(a) The Company may from time to time make or vary or restate such regulations as it shall from time to time think fit regarding the following:

(i) the setting of the record date for a meeting for the purpose of determining Holders entitled to receive notice of and to vote at the meeting;

(ii) the deposit of instruments appointing proxies at such place and time as the Company or the Holders convening the meeting, as the case may be, may in the notice convening the meeting direct;

(iii) the deposit of instruments appointing proxies at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxies to be mailed, telecopied or sent electronically before the meeting to the Company at the place where the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting;

(iv) the form of the instrument of proxy; and

(v) generally for the calling of meetings of Holders and the conduct of business thereat.

(b) Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Except as such regulations may provide, the only Persons who shall be recognized at any meeting as Holders, or as entitled to vote or be present at the meeting in respect thereof, shall be Holders and Persons whom Holders have by instrument in writing duly appointed as their proxies.

3.10 Company Representation. The Company, by its officers, directors, agents and employees and legal advisors, may attend any meeting of the Holders, and shall be recognized and given reasonable opportunity to speak to any resolutions proposed for consideration by the meeting, but shall not be entitled to vote thereat.

3.11 Powers Exercisable by Extraordinary Resolution.

Subject to applicable law, in addition to the powers conferred upon them by any other provisions of this Certificate or by law, the Holders at a meeting shall have the power, exercisable from time to time by Extraordinary Resolution:

(a) to sanction any modification, abrogation, alteration, compromise or arrangement of the rights of the Holders against the Company whether such rights arise under this Certificate; provided that, no such modification, abrogation, alteration, compromise or arrangement relating to this Certificate is effective unless approved in writing by the Company;

(b) to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Holders; provided that, no such amendment, alteration or repeal of any such Extraordinary Resolution is effective unless approved in writing by the Company; and

(c) to the extent required by any applicable laws or order of a court of competent jurisdiction, assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or other securities of the Company.

3.12 Meaning of Extraordinary Resolution. The expression "Extraordinary Resolution" when used in this Certificate means, subject as provided in in Section 3.14, a resolution passed, at a meeting of Holders duly convened and held in accordance with the provisions of this Article 3 by the affirmative votes of the Holders holding at least 66 2/3% of the aggregate number of all then outstanding Contingent Value 'A' Rights represented at the meeting and voted on a poll upon such resolution.

3.13 Powers Cumulative. Any one or more of the powers and/or any combination of the powers in this Certificate stated to be exercisable by the Holders by Extraordinary Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers or any combination of powers from time to time shall not be deemed to exhaust the

rights of the Holders to exercise the same or any other such power or combination of powers thereafter from time to time.

3.14 Instruments in Writing. All actions which may be taken and all powers which may be exercised by the Holders at a meeting held as provided in this Article 2.11 may also be taken and exercised by Holders holding at least 66 2/3% of the aggregate number of all then outstanding Contingent Value 'A' Rights by an instrument in writing signed in one or more counterparts by such Holders in person or by attorney duly appointed in writing, and the expression "Extraordinary Resolution" when used in this Certificate shall include an instrument so signed.

3.15 Binding Effect of Resolutions. Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article 3 at a meeting of Holders shall be binding upon all Holders, whether present at or absent from such meeting, and every instrument in writing signed by Holders in accordance with Section 3.14 shall be binding upon all Holders, whether signatories thereto or not, and each and every Holder (subject to the provisions for its indemnity herein contained) shall be bound to give effect accordingly to every such resolution, Extraordinary Resolution and instrument in writing.

4. GENERAL

4.1 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two Business Days after) it is sent by (a) confirmed e-mail; (b) overnight delivery; or (c) registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at [•] in the case of the Company, or the address set forth in the Contingent Value 'A' Right Register, in the case of the Holder.

4.2 Provisions of this Certificate and Contingent Rights for the Sole Benefit of Holder. Nothing in this Certificate, expressed or implied, shall give or be construed to give to any person other than the Company and the Holder, as the case may be, any legal or equitable right, remedy or claim under this Certificate, or under any covenant or provision herein or therein contained, all such covenants and provisions being for the sole benefit of the Company and the Holder.

4.3 Company Successors and Assigns. The Company may assign any or all of its rights, interests and obligations under this Certificate (a) to any Affiliate and (b) to any Person in connection with, or to implement, the Plan of Arrangement (each, a "**Company Permitted Assignee**"), in each case without the consent of the Holder. Except for an assignment effected by operation of law pursuant to the Plan of Arrangement, any Company Permitted Assignee shall, as a condition to such assignment, execute and deliver to the Holder a written instrument assuming and agreeing to be bound by all terms of this Certificate, including the due and punctual payment of all Contingent Value 'A' Payments and the due and punctual performance and observance of all covenants and obligations of the Company hereunder. Upon the effectiveness of any such assignment, (i) the assignee shall be deemed the "Company" for all purposes hereof and (ii) the assignor shall be released from further obligations hereunder arising after the effective time of such assignment, except for obligations that accrued prior thereto. This Section binds and inures to the benefit of the

Company and its successors and permitted assigns, and any successor or Company Permitted Assignee may rely on and further assign in accordance with this Section.

4.4 Governing Law. This Certificate shall be governed by and construed and interpreted in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein without giving effect to the conflicts of laws principles thereof and without reference to the laws of any other jurisdiction.

4.5 Entire Agreement. This Certificate, constitutes the entire agreement among the Company and the Holder hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Company and the Holder with respect to the subject matter hereof.

4.6 Further Assurances. The Company shall make, execute, endorse, acknowledge and deliver any amendments, modifications or supplements hereto and restatements hereof and any other agreements, instruments or documents, and take any and all such other actions, as may from time to time be reasonably requested by Holder to effect, confirm or further assure or protect and preserve the interests, rights and remedies of Holder pursuant to the terms of this Certificate.

[Signature page to follow]

IN WITNESS WHEREOF the Company has caused this Certificate to be signed by its duly authorized officer as of the Effective Date.

CFFI VENTURES INC.

Per: _____
(Authorized Signatory)

EXHIBIT B

CONTINGENT VALUE 'B' RIGHTS CERTIFICATE

THIS CONTINGENT VALUE 'B' RIGHT HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR PURSUANT TO THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. ACCORDINGLY, THIS CONTINGENT VALUE 'B' RIGHT MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS EITHER REGISTERED UNDER THE ACT AND APPLICABLE STATE LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

CFFI VENTURES INC.

CONTINGENT VALUE 'B' RIGHTS CERTIFICATE

Contingent Value 'B' Rights Certificate No. _____[*CVR-B[•]*]_____

THIS IS TO CERTIFY THAT _____ is the registered holder of _____ Class 'B' Contingent Value Rights, each entitling such holder to receive a contingent cash payment from CFFI Ventures Inc., a corporation existing under the laws of Nova Scotia (the "**Company**"), on the terms and subject to the conditions set forth in this Contingent Value 'B' Rights certificate (the "**Certificate**").

This Certificate is issued pursuant to a plan of arrangement under Section 130 of the *Companies Act* (Nova Scotia) (as it may be amended or supplemented from time to time pursuant to the terms thereof, the "**Plan of Arrangement**"), whereby, among other things, certain holders of Unsecured Claims (as defined in the Plan of Arrangement) as of immediately prior to the Effective Time will become entitled to receive a contingent cash payment on the terms and subject to the conditions set forth herein (each, a "**Contingent Value 'B' Right**"), in exchange and as consideration for the full and final settlement of the Unsecured Claims held by such holders as at the Effective Date, pursuant to the terms of the Plan of Arrangement.

1. INTERPRETATION

1.1 Definitions. Capitalized terms used in this Certificate shall have the meanings ascribed to them below:

(a) "**Affiliate**" means, with respect to any Person, any other Person directly or indirectly, controlling, controlled by, or under common control with, such Person. For this purpose, "control" (including, the terms "controlling", "controlled" "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise;

(b) "**Board of Directors**" means the board of directors of the Company from time to time;

(c) "**Business Day**" means any day, other than a Saturday, a Sunday or a day on which banks are required or authorized to remain closed in Halifax, Nova Scotia, Canada;

(d) "**Certificate**" has the meaning set forth in the recitals hereto;

(e) "**CFFI Assets**" has the meaning set forth in the Plan of Arrangement.

(f) "**CFFI Assets Mark-to-Market Value**" means, at the applicable time, the fair market value of the CFFI Assets then held, as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(g) "**CFFI Assets Net Realized Value**" means, at the applicable time, without duplication, the aggregate amount of cash and the fair market value of any non-cash consideration received by the Company since the Effective Date on account of (i) any dividend or other distribution, direct or indirect, paid to the Company on account of any of the Transferred Equity Interests and (ii) any sale, transfer or other disposition by the Company to any Person of any CFFI Assets, including any of the Transferred Equity Interests or Transferred Tangible Property, net of any costs or expenses directly incurred in connection therewith (with any escrowed, held-back or withheld amounts included only when released to the Company), in each case as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(h) "**CFFI Assets Value**" means, at any given time, the sum of (i) the CFFI Assets Mark-to-Market Value and (ii) the CFFI Assets Net Realized Value.

(i) "**CFFI Minimum Asset Value**" means $[•].[1]

(j) "**Company**" has the meaning set forth in the recitals hereto;

(k) "**Company Permitted Assignee**" has the meaning set forth in Section 4.3;

(l) "**Contingent Value 'B' Maximum Payment Amount**" means $[•][2], being the maximum aggregate amount that may be paid to all Holders of Contingent Value 'B' Rights.

(m) "**Contingent Value 'B' Payment**" has the meaning set forth in Section 2.9(b);

(n) "**Contingent Value 'B' Payment Date**" means a date determined by the Company that is no later than forty (40) Business Days after the end of the applicable Contingent Value 'B' Payment Period;

(o) "**Contingent Value 'B' Payment Determination Date**" means the last calendar day of each Contingent Value 'B' Period;

(p) "**Contingent Value 'B' Payment Determination Time**" has the meaning set forth in the definition of "**Contingent Value 'B' Payment Per Right**";

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[1] Will be the value of the Note Purchase Agreement liability but for implementation of the Plan of Arrangement.

[2] Will be the value of the applicable holder's Unsecured Claim but for implementation of the Plan of Arrangement.

(q) "**Contingent Value 'B' Payment Notice**" has the meaning set forth in Section 2.9(a);

(r) "**Contingent Value 'B' Payment Per Right**" means, with respect to any Contingent Value 'B' Payment Period, an amount equal to the Contingent Value 'B' Payment Pool calculated for the applicable Contingent Value 'B' Payment Period divided by the total number of Contingent Value 'B' Rights issued and outstanding as of 11:59 p.m. on December 31 of the applicable Contingent Value 'B' Payment Period (the "**Contingent Value 'B' Determination Time**");

(s) "**Contingent Value 'B' Payment Periods**" means each consecutive financial year of the Company ending on December 31; provided that, the first Contingent Value 'B' Payment Period shall commence on the Effective Date and the last Contingent Value 'B' Payment Period shall end on the Termination Date;

(t) "**Contingent Value 'B' Payment Pool**" means, with respect to any Contingent Value 'B' Payment Period, an amount equal to 15% of the Company's Gross Profit for such Contingent Value 'B' Payment Period, net of any deduction of allowances for reserves as in the opinion of the Board of Directors, acting reasonably and in good faith, are required to or are prudent to maintain to fund the operations and liabilities of the Company and its subsidiaries; provided that, the Contingent Value 'B' Payment Pool for any given Contingent Value 'B' Payment Period shall never exceed the Contingent Value 'B' Payment Pool Annual Maximum for any Contingent Value 'B' Payment Period;

(u) "**Contingent Value 'B' Payment Pool Annual Maximum**" means, with respect to any Contingent Value 'B' Payment Period, the excess (if any) of the CFFI Assets Value over the CFFI Minimum Asset Value, as calculated on the Contingent Value 'B' Payment Determination Date;

(v) "**Contingent Value 'B' Right**" has the meaning set forth in the recitals hereto;

(w) "**Contingent Value 'B' Rights Register**" has the meaning set forth in Section 2.7;

(x) "**Effective Date**" has the meaning set forth in the Plan of Arrangement;

(y) "**Effective Time**" has the meaning set forth in the Plan of Arrangement;

(z) "**Extraordinary Resolution**" has the meaning set forth in Section 3.12;

(aa) "**Governmental Entity**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or axing authority or power;

(bb) "**Gross Profit**" means, for any Contingent Value 'B' Payment Period, the amount equal to: (i) realized gains and income recognized by the Company in profit or loss from (i) the disposition of assets, subsidiaries or other investments (including shares, limited partnership units, debt instruments and intangible assets), measured as the aggregate consideration received; and (ii) investment income, including interest, dividends and partnership or fund distributions, in each case to the extent recognized in profit or loss under US GAAP; minus (b) all expenses, costs and charges of the Company incurred or recognized in such period under US GAAP, whether direct or indirect, operating or non-operating, including, without limitation, selling, general and administrative expenses (including employee salaries, benefits and any other employment-related costs), occupancy and insurance, information technology, professional fees and advisory or success fees, brokerage fees, severance, retention and change-in-control payments, transaction expenses (including transfer taxes and other transaction-related taxes), depreciation and amortization, impairment charges and write-downs, financing and interest costs, foreign exchange losses, and income, capital gains and other taxes;

(cc) "**Holder**" means, as the context requires, the holder of this Certificate and any Person in whose name a Contingent Value 'B' Right is registered in the Contingent Value 'B' Register at the applicable time;

(dd) "**Interim Order**" has the meaning set forth in the Plan of Arrangement;

(ee) "**Note Purchase Agreement**" has the meaning set forth in the Plan of Arrangement;

(ff) "**Note Purchase Agreement Debt Documents**" has the meaning set forth in the Plan of Arrangement;

(gg) "**Person**" means any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

(hh) "**Plan of Arrangement**" has the meaning set forth in the recitals hereto;

(ii) "**Support Agreement**" has the meaning set forth in the recitals hereto; and

(jj) "**Termination Date**" means December 31, 2031;

(kk) "**Transferred Equity Interests**" has the meaning set forth in the Plan of Arrangement;

(ll) "**Transferred Tangible Property**" has the meaning set forth in the Plan of Arrangement;

(mm) "**US GAAP**" means generally accepted accounting principles in the United States as in effect from time to time, consistently applied throughout the periods involved;

1.2 Interpretation.

(a) Currency. All references to dollars or to $ are references to Canadian dollars. For the purposes of converting various amounts from Canadian dollars to United States dollars or from United States dollars to Canadian dollars for the purposes of this Certificate, a Canadian dollar to United States dollar exchange rate shall be selected by the Board of Directors, acting reasonably.

(b) Gender and Number. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(c) Certain Phrases and References, etc. The words (a) "including," "includes" and "include" mean "including (or includes or include) without limitation," (b) "or" or "either" shall not be exclusive, and (c) "the aggregate of," "the total of," "the sum of," or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of." The phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not merely mean "if". Unless stated otherwise, "Article" and "Section" followed by a number or letter mean and refer to the specified Article or Section of this Certificate. The term "Certificate" and any reference in this Certificate to this Certificate or any other agreement or document includes, and is a reference to, this Certificate or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it.

(d) Statutes. Any reference to a statute refers to such statute and all rules and regulations made or promulgated under it, as it or they may have been or may from time to time be amended modified, supplemented or reenacted, including by succession of comparable successor laws, in each case unless expressly stated otherwise.

(e) Computation of Time. If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Certificate, then the first day of the period is not counted, but the day of its expiry is counted. Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day.

(f) Time References. Unless otherwise specified, all references to time herein mean local time, in Halifax, Nova Scotia.

(g) Accounting Matters. For the purposes of this Certificate, Gross Profit shall be derived from the Company's books and records and its financial statements prepared in good faith in accordance with US GAAP. The Company shall apply US GAAP and its accounting policies on a basis consistent with prior periods. Any change in accounting policies or practices (including as required by US GAAP) shall be reflected using a method that preserves comparability so that Gross Profit is not artificially increased or decreased by such change, with reasonable

adjustments made if necessary to achieve comparability, as conclusively determined by the Company acting reasonably.

2. TERMS OF CLASS "B" CONTINGENT VALUE RIGHTS

2.1 Contingent Value 'B' Right Payments. Each Contingent Value 'B' Right shall entitle the Holder thereof to receive from the Company, subject to Sections 2.3 and 2.4 and subject to the Company's right to make any applicable deductions or withholdings in accordance with Section 2.9(c), in respect of any Contingent Value 'B' Payment Period, an amount equal to the Contingent Value 'B' Payment Per Right, provided that:

(a) no amounts shall be paid, payable or accrue hereunder or to any Holder of Contingent Value 'B' Rights for such Contingent Value 'B' Payment Period unless:

(i) the CFFI Assets Value as of the applicable Contingent Value 'B' Payment Determination Time is greater than the CFFI Minimum Asset Value; and

(ii) the Contingent Value 'A' Maximum Payment Amount has been paid in full as of the applicable Contingent Value 'B' Payment Determination Time; and

(b) the aggregate of all payments made to Holders of Contingent Value 'B' Rights shall not exceed the Contingent Value 'B' Maximum Payment Amount.

2.2 Holder of Contingent Value 'B' Rights not a Shareholder. Nothing in the holding of this Certificate, or otherwise, shall, in itself, confer or be construed as conferring upon the Holder any right or interest whatsoever as a shareholder of the Company, including, but not limited to, the right to vote at, to receive notice of, or to attend, meetings of shareholders of the Company or any other proceedings of the Company, or the right to dividends and other allocations.

2.3 Solvency Restrictions. Notwithstanding any other provision of this Certificate, the Company is not obligated to deliver any payments hereunder to the extent that it would be contrary to solvency requirements or any other provision of applicable law.

2.4 Contingent Value 'B' Rights to Rank Pari Passu. All Contingent Value 'B' Rights are direct unsecured contingent obligations of the Company and shall rank *pari passu* with each other, whatever may be the actual date of issue thereof. Apart from the foregoing, the Contingent Value 'B' Rights shall not confer on Holders any legal right or interest in any other property of the Company or its Affiliates or the Company.

2.5 Transfer and Ownership of Contingent Value 'B' Rights. Subject to Section 2.10, neither this Certificate nor any right or interest hereunder shall be assignable by the Holder, his beneficiaries, dependents or legal representatives without the Company's prior written consent, which may be withheld or conditioned in its sole discretion.

2.6 Ownership of Rights. The Company may deem and treat the registered Holder of this Certificate as the absolute owner of the Contingent Value 'B' Rights represented hereby for all purposes and the Company shall not be affected by any notice or knowledge to the

contrary, except where the Company is required to take notice by statute or by order of a court of competent jurisdiction.

2.7 Register. The Company shall maintain a register (the "Contingent Value 'B' Right Register") which shall include (without limitation) the following information for each Holder: (i) the name and mailing address of each Holder and (ii) the number of Contingent Value 'B' Rights issued to each Holder pursuant to the Plan of Arrangement.

2.8 Issue in Substitution for Certificates Lost, etc.

(a) If this Certificate becomes mutilated or is lost, destroyed or stolen, the Company, subject to applicable law, shall issue and deliver, a new Certificate of like tenor, and bearing the same legend, if applicable, as the one mutilated, lost, destroyed or stolen in exchange for and in place of and upon cancellation of such mutilated Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Certificate, and the substituted Certificate shall be entitled to the benefits hereof.

(b) The applicant for the issue of a new Certificate pursuant to this Section 2.8 shall bear the cost of the issue thereof and in case of loss, destruction or theft shall, as a condition precedent to the issuance thereof, furnish to the Company such evidence of ownership and of the loss, destruction or theft of the Certificate so lost, destroyed or stolen as shall be satisfactory to the Company, in its sole discretion, acting reasonably, and such applicant shall also be required to furnish an indemnity and surety bond in amount and form satisfactory to the Company, in its sole discretion, and shall pay the reasonable charges of the Company in connection therewith.

2.9 Payment Procedures.

(a) Within twenty (20) Business Days of the end of a Contingent Value 'B' Payment Period, the Company shall provide each Holder with written notice (the "**Contingent Payment Notice**") setting out: (a) full details of the Contingent Value 'B' Payment Per Right for that Contingent Value 'B' Payment Period (if any) (net of any applicable deductions or withholdings pursuant to Section 2.9(c)) and (b) the Contingent Value 'B' Payment Date of the applicable payment.

(b) On or before 11:00 a.m. (Eastern time) on the Business Day immediately prior to the applicable Contingent Value 'B' Payment Date, the Company shall send by first-class mail (postage prepaid) to the address of the Holder of the Contingent Value 'B' Rights last appearing on the register pursuant to Section 2.7 (or, in the event of the address not being so recorded, at the last known address of the Holder), a cheque in the name of such Holder representing the amount payable to the Holder in accordance with Section 2.1 (the "**Contingent Value 'B' Payment**"). Notwithstanding the aforementioned, the Company may, in its sole discretion, elect to make any payments hereunder by wire transfer to an account designated in writing by the Holder, provided that the Holder has delivered to the Company current and accurate wire transfer details upon the Company's request. If the Holder fails to deliver such wire transfer details within a reasonable time following the Company's request, the Company shall send the payment by cheque to the Holder's last known address as recorded in the register pursuant to Section 2.7 (or, if no such

address is recorded, to the last known address of the Holder) and the Holder shall be deemed to waive any claims, liabilities or damages arising from non-delivery, delay, or other issues resulting from the use of such delivery method.

(c) The Company (and any applicable Affiliate) shall be entitled to deduct and withhold from any amounts or property to be issued, paid, assigned or conveyed hereunder, such amounts as the Company is required to deduct and withhold with respect to such payment or transfer under the *Income Tax Act* (Canada) or any provision of federal, provincial, state, local or foreign tax law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the relevant Holder, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

(d) If any portion of any Contingent Value 'B' Payment remains undistributed to a Holder twelve (12) months after the delivery date of the Contingent Value 'B' Payment Notice, such Holder shall be entitled to look to the Company (subject to abandoned property, escheat and other similar applicable law) only as general creditors thereof with respect to the Contingent Value 'B' Payment payable hereunder, without any interest thereon. The Company shall not be liable to such Holder for any such consideration delivered in respect of a Contingent Value 'B' Right to a public official pursuant to any abandoned property, escheat or other similar applicable law.

(e) For the avoidance of doubt, no Contingent Value 'B' Payment shall accrue or become payable to any Holder with respect to any Contingent Value 'B' Payment Period unless the CFFI Assets Value as of the applicable Contingent Value 'B' Payment Determination Date is greater than the CFFI Minimum Asset Value.

2.10 Ability to Abandon Contingent Value 'B' Rights. A Holder may at any time, at such Holder's option, abandon all of such Holder's remaining rights in a Contingent Value 'B' Right by transferring such Contingent Value 'B' Right to the Company or any of its Affiliates without consideration therefor, which abandonment a Holder may effect by delivery of a written notice of such transfer and abandonment to the Company. Subject to applicable law, nothing in this Certificate shall prohibit the Company or any of its Affiliates from offering to acquire or acquiring any Contingent Value 'B' Rights for consideration from the Holders, in private transactions or otherwise, in its sole discretion. Any Contingent Value 'B' Rights acquired by the Company or any of its Affiliates shall be automatically deemed extinguished and no longer outstanding. Notwithstanding anything to the contrary herein, the Company and its Affiliates shall have no obligation to make any offer to acquire Contingent Value 'B' Rights on a pro rata basis or to extend any such offer to all Holders, and any such acquisition may be conducted selectively and at the sole discretion of the Company or its Affiliates.

2.11 Termination Date. At the Termination Date, this Certificate shall be cancelled and shall thereafter by null, void and of no effect; provided that, any unpaid Contingent Value 'B'

Payments accrued prior to the Termination Date shall remain payable by the Company in accordance with Section 2.9.

3. MEETINGS OF HOLDERS

3.1 Right to Convene Meeting. The Company may at any time, and any Holders holding at least 66 2/3% of the Contingent Value 'B' Rights issued and outstanding at such time may, not more than once every two calendar years, convene a meeting of the Holders (the "**Requisitioning Holder**"). Every such meeting shall be held in Halifax. Nova Scotia; provided, that, any meeting held pursuant to this Article 3 may be held through a virtual or electronic meeting platform.

3.2 Notice of Meetings. At least ten (10) days' and not more than sixty (60) days' prior written notice of any meeting of the Holders shall be given to the Holders by ordinary post addressed to such Holders at their post office addresses appearing on the Contingent Value 'B' Right Register hereinbefore mentioned. Such notice must state the time when and the place where the meeting is to be held and state briefly the general nature of the business to be transacted thereat and shall contain such information as is reasonably necessary to enable the Holders to make a reasoned decision on the matter.

3.3 Chair. An individual (who need not be a Holder) designated in writing by the Company (if it calls the meeting) shall be the chair of the meeting and if no individual is so designated, or if the individual so designated is not present within fifteen (15) minutes from the time fixed for the holding of the meeting, Holders present in person or by proxy shall choose an individual present to be chair.

3.4 Quorum. At any meeting of the Holders a quorum shall consist of Holders present in person or by proxy and holding more than 50% of the aggregate number of then outstanding Contingent Value 'B' Rights. If a quorum is not present within thirty (30) minutes from the time fixed for holding any meeting, no business shall be transacted at the meeting and the meeting, if summoned by the Holders, shall be dissolved; but in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day in which case it shall be adjourned to the next following Business Day) at the same time and place and the Company shall be required to give notice in respect of such adjourned meeting's new date and time. Any business may be brought before or dealt with at an adjourned meeting which might have been dealt with at the original meeting in accordance with the notice calling the same. At the adjourned meeting the Holders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened, notwithstanding that they may not hold more than 50% of the aggregate number of all then outstanding Contingent Value 'B' Rights.

3.5 Power to Adjourn. The chair of any meeting at which a quorum is present may, with the consent of the meeting, adjourn any such meeting, and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

3.6 Show of Hands. Unless a poll is demanded or required as provided in Section 3.7, every question submitted to a meeting shall be decided in the first place by a majority of the votes given on a show of hands, a declaration by the chair that a resolution has been carried or

carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

3.7 Poll. On every Extraordinary Resolution, and on any other question submitted to a meeting and after a vote by show of hands when demanded by the chair or by one or more of the Holders acting in person or by proxy and holding in the aggregate at least 5% of all the Contingent Value 'B' Rights then outstanding, a poll must be taken in such manner as the chair directs. Questions other than those required to be determined by Extraordinary Resolution shall be decided by a majority of the votes cast on the poll.

3.8 Voting.

(a) On a show of hands, every Person who is present and entitled to vote, whether as a Holder or as proxy for one or more Holders or both, shall have one vote in respect of each Contingent Value 'B' Right held or represented by proxy. On a poll, each Holder present in person or represented by a proxy duly appointed by an instrument in writing shall be entitled to one vote in respect of each Contingent Value 'B' Right held or represented by it. A proxy need not be a Holder. In the case of joint Holders of a Contingent Value 'B' Right, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others; but in case more than one of them is present in person or by proxy, they must vote together in respect of the Contingent Value 'B' Rights of which they are joint Holders. The chair of any meeting shall be entitled, both on a show of hands and on a poll, to vote in respect of any Contingent Value 'B' Rights, if any, held or represented by him, but shall not have a second or deciding vote.

(b) Any resolution proposed to be passed at a meeting of the Holders (including an adjourned meeting) duly convened and held in accordance with the provisions of this Article 3 shall, except in the case of those matters expressly required to be approved by Extraordinary Resolution, be considered duly passed if approved by a majority of the Holders present in person or represented by proxy at the meeting.

3.9 Regulations.

(a) The Company may from time to time make or vary or restate such regulations as it shall from time to time think fit regarding the following:

(i) the setting of the record date for a meeting for the purpose of determining Holders entitled to receive notice of and to vote at the meeting;

(ii) the deposit of instruments appointing proxies at such place and time as the Company or the Holders convening the meeting, as the case may be, may in the notice convening the meeting direct;

(iii) the deposit of instruments appointing proxies at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxies to be mailed, telecopied or sent electronically before the meeting to the Company at the place where

the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting;

(iv) the form of the instrument of proxy; and

(v) generally for the calling of meetings of Holders and the conduct of business thereat.

(b) Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Except as such regulations may provide, the only Persons who shall be recognized at any meeting as Holders, or as entitled to vote or be present at the meeting in respect thereof, shall be Holders and Persons whom Holders have by instrument in writing duly appointed as their proxies.

3.10 Company Representation. The Company, by its officers, directors, agents and employees and legal advisors, may attend any meeting of the Holders, and shall be recognized and given reasonable opportunity to speak to any resolutions proposed for consideration by the meeting, but shall not be entitled to vote thereat.

3.11 Powers Exercisable by Extraordinary Resolution.

Subject to applicable law, in addition to the powers conferred upon them by any other provisions of this Certificate or by law, the Holders at a meeting shall have the power, exercisable from time to time by Extraordinary Resolution:

(a) to sanction any modification, abrogation, alteration, compromise or arrangement of the rights of the Holders against the Company whether such rights arise under this Certificate; provided that, no such modification, abrogation, alteration, compromise or arrangement relating to this Certificate is effective unless approved in writing by the Company;

(b) to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Holders; provided that, no such amendment, alteration or repeal of any such Extraordinary Resolution is effective unless approved in writing by the Company; and

(c) to the extent required by any applicable laws or order of a court of competent jurisdiction, assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or other securities of the Company.

3.12 Meaning of Extraordinary Resolution. The expression "Extraordinary Resolution" when used in this Certificate means, subject as provided in in Section 3.14, a resolution passed, at a meeting of Holders duly convened and held in accordance with the provisions of this Article 3 by the affirmative votes of the Holders holding at least 66 2/3% of the aggregate

number of all then outstanding Contingent Value 'B' Rights represented at the meeting and voted on a poll upon such resolution.

3.13 Powers Cumulative. Any one or more of the powers and/or any combination of the powers in this Certificate stated to be exercisable by the Holders by Extraordinary Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers or any combination of powers from time to time shall not be deemed to exhaust the rights of the Holders to exercise the same or any other such power or combination of powers thereafter from time to time.

3.14 Instruments in Writing. All actions which may be taken and all powers which may be exercised by the Holders at a meeting held as provided in this Article 3 may also be taken and exercised by Holders holding at least 66 2/3% of the aggregate number of all then outstanding Contingent Value 'B' Rights by an instrument in writing signed in one or more counterparts by such Holders in person or by attorney duly appointed in writing, and the expression "Extraordinary Resolution" when used in this Certificate shall include an instrument so signed.

3.15 Binding Effect of Resolutions. Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article 3 at a meeting of Holders shall be binding upon all Holders, whether present at or absent from such meeting, and every instrument in writing signed by Holders in accordance with Section 3.14 shall be binding upon all Holders, whether signatories thereto or not, and each and every Holder (subject to the provisions for its indemnity herein contained) shall be bound to give effect accordingly to every such resolution, Extraordinary Resolution and instrument in writing.

4. GENERAL

4.1 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two (2) Business Days after) it is sent by (a) confirmed e-mail; (b) overnight delivery; or (c) registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at [•] in the case of the Company, or the address set forth in the Contingent Value 'B' Right Register, in the case of the Holder.

4.2 Provisions of this Certificate and Contingent Rights for the Sole Benefit of Holder. Nothing in this Certificate, expressed or implied, shall give or be construed to give to any person other than the Company and the Holder, as the case may be, any legal or equitable right, remedy or claim under this Certificate, or under any covenant or provision herein or therein contained, all such covenants and provisions being for the sole benefit of the Company and the Holder.

4.3 Company Successors and Assigns. The Company may assign any or all of its rights, interests and obligations under this Certificate (a) to any Affiliate and (b) to any Person in connection with, or to implement, the Plan of Arrangement (each, a "**Company Permitted Assignee**"), in each case without the consent of the Holder. Except for an assignment effected by operation of law pursuant to the Plan of Arrangement, any Company Permitted Assignee shall, as a condition to such assignment, execute and deliver to the Holder a

written instrument assuming and agreeing to be bound by all terms of this Certificate, including the due and punctual payment of all Contingent Value 'B' Payments and the due and punctual performance and observance of all covenants and obligations of the Company hereunder. Upon the effectiveness of any such assignment, (i) the assignee shall be deemed the "Company" for all purposes hereof and (ii) the assignor shall be released from further obligations hereunder arising after the effective time of such assignment, except for obligations that accrued prior thereto. This Section binds and inures to the benefit of the Company and its successors and permitted assigns, and any successor or Company Permitted Assignee may rely on and further assign in accordance with this Section.

4.4 Governing Law. This Certificate shall be governed by and construed and interpreted in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein without giving effect to the conflicts of laws principles thereof and without reference to the laws of any other jurisdiction.

4.5 Entire Agreement. This Certificate, constitutes the entire agreement among the Company and the Holder hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Company and the Holder with respect to the subject matter hereof.

4.6 Further Assurances. The Company shall make, execute, endorse, acknowledge and deliver any amendments, modifications or supplements hereto and restatements hereof and any other agreements, instruments or documents, and take any and all such other actions, as may from time to time be reasonably requested by Holder to effect, confirm or further assure or protect and preserve the interests, rights and remedies of Holder pursuant to the terms of this Certificate.

[Signature page to follow]

IN WITNESS WHEREOF the Company has caused this Certificate to be signed by its duly authorized officer as of the Effective Date.

CFFI VENTURES INC.

Per: _____
(Authorized Signatory)

SCHEDULE "C"
TO THE DISCLOSURE STATEMENT

SUPPORT AGREEMENT

(See attached)

SUPPORT AGREEMENT

WHEREAS, this support agreement (the "**Support Agreement**"), dated as of February [●], 2026, sets out the agreement among HPS Investment Partners LLC, solely in its capacity as agent and lead arranger ("**HPS**") under the Second Amended and Restated Note Purchase and Guarantee Agreement, dated April 25, 2019 (as amended, restated, amended and restated or otherwise modified from time to time, the "**NPA**"), MP III Offshore Master Lux, L.P. ("**MPO**"), Mezzanine Partners III, L.P. ("**MP III**"), AP Mezzanine Partners III L.P. ("**AP III**" and, together with MPO and MP III, the "**Lenders**"), CFFI Ventures Inc. ("**CFFI**" or the "**Company**"), the Personal Guarantor (as defined below) and the subsidiaries of CFFI that are party hereto (such subsidiaries, together with CFFI and the Personal Guarantor, the "**Company Parties**"), regarding a series of related transactions involving certain liabilities of the Company Parties (the "**Arrangement Transaction**") to be implemented pursuant to a plan of arrangement under the *Companies Act* (Nova Scotia) (the "**NSCA**") substantially in the form attached as Schedule A (the "**Plan**", and the terms thereof, the "**Arrangement Transaction Terms**") to be filed by CFFI in proceedings commenced under section 130 of the NSCA (the "**NSCA Proceedings**") before the Supreme Court of Nova Scotia in Halifax (the "**Court**").

AND WHEREAS, capitalized terms used but not otherwise defined in the main body of this Support Agreement have the meanings given to them in Schedule B.

NOW THEREFORE, each of HPS, the Lenders (together with HPS, the "**HPS Parties**", and each an "**HPS Party**") and the Company Parties (each a "**Party**" and collectively, the "**Parties**") hereby agree as follows:

1. Arrangement Transaction

The Arrangement Transaction Terms as agreed among the Parties are set forth in this Support Agreement and in the Plan, which Plan is incorporated herein and made a part of this Support Agreement.

2. Representations and Warranties of HPS Parties

Each HPS Party, severally and not jointly, hereby represents and warrants to the Company Parties that, as of the date hereof:

(a) it: (i) is a sophisticated party with sufficient knowledge and experience to evaluate properly the terms and conditions of this Support Agreement; (ii) has conducted its own analysis and made its own decision to enter into this Support Agreement; (iii) has obtained such independent advice in this regard as it deemed appropriate; and (iv) has not relied in such analysis or decision on any Person other than its own independent advisors;

(b) this Support Agreement has been duly authorized, executed and delivered by it, and, assuming the due authorization, execution and delivery by the other Parties, this Support Agreement constitutes a legal, valid and binding obligation of such HPS Party, enforceable against such HPS Party in accordance with its terms,

subject to laws of general application and bankruptcy, insolvency and other similar laws affecting creditors' rights generally and general principles of equity;

(c) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all approvals necessary to execute and deliver this Support Agreement and to perform its obligations hereunder; and

(d) it has not deposited any of the Debt or obligations owing in respect thereof, including accrued and unpaid interest and any other amount that such HPS Party is entitled to claim in respect thereof pursuant to the Debt Documents or otherwise (collectively, its "**Relevant Debt**") into a voting trust, or granted (or permitted to be granted) any proxies or powers of attorney or attorney in fact, or entered into a voting agreement, understanding or arrangement, with respect to the voting of its Relevant Debt where such trust, grant, agreement, understanding, arrangement, lien, charge, encumbrance or similar restriction would reasonably be expected to restrict in any material manner its ability to comply with its obligations under this Support Agreement, including the obligations in Section 4.

3. Representations and Warranties of the Company Parties

Each Company Party (including for the avoidance of doubt, the Personal Guarantor) represents and warrants to the HPS Parties that, as of the date hereof:

(a) it: (i) is a sophisticated Party with sufficient knowledge and experience to evaluate properly the terms and conditions of this Support Agreement; (ii) has conducted its own analysis and made its own decision to enter into this Support Agreement; (iii) has obtained such independent advice in this regard as it deemed appropriate; and (iv) has not relied in such analysis or decision on any Person other than its own independent advisors;

(b) this Support Agreement has been duly authorized, executed and delivered by it, and, assuming the due authorization, execution and delivery by all Parties, this Support Agreement constitutes a legal, valid and binding obligation of it, enforceable in accordance with its terms, subject to laws of general application and bankruptcy, insolvency and other similar laws affecting creditors' rights generally and general principles of equity;

(c) other than the Personal Guarantor, it is, and all of its Material Subsidiaries are, duly organized, validly existing and in good standing under the laws of the jurisdiction of their incorporation and have all necessary approvals, power and authority to execute and deliver this Support Agreement and to perform their obligations hereunder;

(d) the execution and delivery of this Support Agreement by it and the completion by it of the transactions contemplated herein do not and will not in any material respect, (i) violate or conflict with any judgment, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the Company Parties or any of their properties or assets or Material Subsidiaries, as applicable, or (ii) result (with due

notice or the passage of time or both) in a violation, conflict or breach of, or constitute a default under, or require any consent to be obtained under its certificate of incorporation, articles of association, memorandum of association or other constating documents, as applicable;

(e) there is no proceeding, claim or investigation pending before any Governmental Entity, or threatened against it or any of its properties that, individually or in the aggregate, could reasonably be expected to constitute a Material Adverse Change affecting its ability to execute and deliver this Support Agreement, to perform its obligations hereunder and to consummate the Arrangement Transaction;

(f) all financial information that has been provided or made available to the HPS Parties by it, or any of its representatives, (i) has been prepared in good faith and (ii) fairly reflects in all material respects as of the dates thereof, its financial condition and the results of its operations;

(g) there has not been any Material Adverse Change since the date of its most recent annual financial statements;

(h) it is conducting its business in substantial compliance with all applicable Laws and has not received any notice to the effect that, or has otherwise been advised that, it is not or may not be in substantial compliance with such Laws;

(i) except as disclosed to HPS in writing prior to the date hereof, it has no material liabilities or obligations of any nature (whether absolute, accrued, contingent or otherwise) that have been incurred, other than in the ordinary course of business consistent with past practice;

(j) except as disclosed to HPS in writing prior to the date hereof, it is not aware of any material litigation or other claims commenced or threatened against it;

(k) it has obtained all material permits, licenses and other authorizations which are required under all environmental Laws and it is in substantial compliance with the terms and conditions of such permits, licenses and authorizations;

(l) it has filed all tax returns which are required to be filed, has paid or made provision for payment of all taxes which are due and payable, other than amounts which are currently under dispute with the applicable taxing authority;

(m) except as disclosed to HPS in writing prior to the date hereof (including but not limited to those employment contracts to which CFFI is a party which contain "change of control" payments disclosed to HPS), there are no "change of control" payments or similar payments or compensation that would be payable to any of its senior officers or to any other director, officer or employee of any of its Material Subsidiaries or affiliates as a result of the implementation of the transactions contemplated by this Support Agreement and the Arrangement Transaction;

(n) to the knowledge of each Company Party (meaning the actual knowledge of any director, officer or other senior management employee of a Company Party) (or, in the case of the Personal Guarantor, to the Personal Guarantor's knowledge): (i) all of the Material Contracts to which it is a party are valid, binding and enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights of creditors or general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity); and (ii) except as otherwise contemplated by this Support Agreement and the Arrangement Transaction contemplated hereby, there is no existing (or threatened in writing) breach or default with respect to, nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a breach or default by it under, any of the Material Contracts to which it is a party; and

(o) to the knowledge of each Company Party (meaning the actual knowledge of any director, officer or other senior management employee of a Company Party) (or, in the case of the Personal Guarantor, to the Personal Guarantor's knowledge) who have been working directly on the Arrangement Transaction, no representation or warranty of such Company Party contained in this Support Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make, either individually or taken together, the statements contained herein not misleading.

4. Covenants and Agreements of the HPS Parties

Subject to, and in consideration of, the matters set forth in Section 5 below, each HPS Party hereby acknowledges, covenants and agrees:

(a) to the Arrangement Transaction Terms and the implementation of same pursuant to the NSCA Proceedings in part and in accordance with the timeline set forth in Section 5(f) hereof (as the same may be amended pursuant to the terms of this Support Agreement);

(b) not to, directly or indirectly, from the date hereof to the date this Support Agreement is terminated:

(i) sell, assign, lend, pledge, hypothecate, dispose or otherwise transfer any of its Relevant Debt or any rights or interests therein (or permit any of the foregoing with respect to any of its Relevant Debt) or enter into any agreement, arrangement or understanding in connection therewith except with the prior written consent of CFFI, acting reasonably, provided that such HPS Party may transfer some or all of its Relevant Debt (x) to any affiliate of such HPS Party without the prior written consent of CFFI or (y) to a transferee that has executed a joinder agreement in form and substance satisfactory to CFFI, acting reasonably, whereby such transferee is bound by the terms of this Support Agreement in respect of such transferred Relevant Debt and in which event the transferor shall be deemed

to relinquish its rights (and be released from its obligations) under this Support Agreement in respect of such Relevant Debt; or

(ii) deposit any of its Relevant Debt into a voting trust, or grant (or permit to be granted) any proxies or powers of attorney or attorney in fact, or enter into a voting agreement, understanding or arrangement, with respect to the voting of its Relevant Debt where such trust, grant, agreement, understanding, arrangement, lien, charge, encumbrance or similar restriction would reasonably be expected to restrict in any material manner the ability of such HPS Party to comply with its obligations under this Support Agreement;

(c) not to take any action, or omit to take any action, that is materially inconsistent with its obligations under this Support Agreement or that would, in each case, materially frustrate, hinder or delay the consummation of the Arrangement Transaction and the Plan;

(d) other than with respect to the Alternative Implementation Process described in Section 7 of this Support Agreement, not to propose, file, solicit, vote for or otherwise support any alternative offer, restructuring, liquidation, workout or plan of compromise or arrangement or reorganization of or for the Company Parties, including any proceeding under the NSCA, other legislation or otherwise, that is inconsistent with the Arrangement Transaction and the Plan, except with the prior written consent of CFFI, acting reasonably; and

(e) to vote (or cause to be voted) all of its Relevant Debt, as applicable:

(i) in favour of the approval, consent, ratification and adoption of the Plan (and any actions required in furtherance thereof) in accordance with the terms of this Support Agreement; and

(ii) against the approval, consent, ratification and adoption of any matter or transaction that, if approved, consented to, ratified or adopted could reasonably be expected, in each case, to materially delay, challenge, frustrate or hinder the consummation of the Arrangement Transaction or the Plan, as applicable,

and that it shall tender its proxy for any such vote in compliance with any deadlines set forth in the Interim Order.

5. Covenants and Agreements of the Company Parties

Subject to, and in consideration of, the matters set forth in Section 4 above, each Company Party hereby acknowledges, covenants and agrees, subject to Section 10 hereof:

(a) to the Arrangement Transaction Terms;

(b) to pursue the completion of the Arrangement Transaction in a diligent manner and within the timeline set forth herein, and not to take any action, or omit to take any action, that is inconsistent with its obligations under this Support Agreement or that would frustrate, hinder or delay the consummation of the Arrangement Transaction and the Plan, in each case subject to Section 10 hereof;

(c) to ensure that the Arrangement Transaction, the Plan and any transaction pursuant to an Alternative Implementation Process are, in each case, structured in a manner acceptable to the HPS Parties, including with respect to taxation considerations;

(d) not to propose, file, solicit or otherwise support any alternative offer, restructuring, liquidation, workout or plan of compromise or arrangement or reorganization of or for the Company Parties or any of their Material Subsidiaries, as applicable, including any proceeding under the NSCA, other legislation or otherwise, that is inconsistent with the Arrangement Transaction and the Plan, except with the prior written consent of the HPS Parties, in their sole discretion, the foregoing in its entirety subject to Section 10 hereof;

(e) in the case of CFFI, to file the Plan on a timely basis consistent with the terms and conditions of this Support Agreement;

(f) 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 Transaction (including, without limitation, with respect to antitrust, competition, foreign investment, if applicable, and any other applicable Laws and regulations) and to achieve the following timeline (which timeline may be extended at any time by HPS, in its sole discretion):

(i) Court approval of the Interim Order, in the form attached as Schedule C hereto, or as otherwise in form and content satisfactory to the HPS Parties, in their sole discretion, shall have been obtained by no later than February 17, 2026;

(ii) the Company shall have received a fairness opinion from Ernst & Young LLP in respect of the Plan, by no later than March 6, 2026;

(iii) the Plan shall have been approved by the requisite majority of votes cast at the Secured Creditors Meeting and the Unsecured Creditors Meeting, as required pursuant to the Interim Order, or the Court shall approve the Plan, notwithstanding whether or not such approvals have been obtained, by no later than April 17, 2026, provided that such approval by the Court does not result in a change to the economics of the Plan or the consideration payable to the HPS Parties pursuant to the Plan;

(iv) the Plan shall have been 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

(v) the Arrangement Transaction shall have been implemented pursuant to the Plan and the Final Order by no later than the Outside Date;

(g) to provide draft copies or cause the applicable Company Party, as applicable, to provide draft copies of all motions or applications and other documents with respect to the Arrangement Transaction and the Plan (including without limitation any such motions or applications and other documents that CFFI intends to file with the Court in connection with the NSCA Proceedings or any Alternative Implementation Process) to HPS at least five (5) Business Days prior to the date when CFFI intends to file or otherwise disseminate such documents, and all such motions or applications or other documents (including, without limitation, the Interim Order and the Final Order) shall be acceptable in form and content to the HPS Parties, in their sole discretion. Any amendments that are required by the Court to any document relating to the Arrangement Transaction (including the Plan) or any materials in an Alternative Implementation Process must be in a form and content acceptable to the HPS Parties, in their sole discretion, and, for the avoidance of doubt, there shall be no amendments to the terms of the Interim Order, the Final Order, the Plan or any other document relating to the Arrangement Transaction or an Alternative Implementation Process without the prior written consent of the HPS Parties, in their sole discretion;

(h) to promptly notify HPS and the Advisors if, at any time before the Effective Time (as defined herein) of implementation of the Plan or the Arrangement Transaction, it becomes aware that an application for a regulatory approval or any other order, registration, consent, filing, ruling, exemption or approval under applicable laws contains a statement which is materially inaccurate or incomplete or of information that otherwise requires an amendment or supplement to such application, and the applicable Company Party shall co-operate in the preparation of such amendment or supplement as required;

(i) to indemnify and hold harmless each HPS Party and its subsidiaries and affiliates, and their respective officers, directors, employees, advisors, legal counsel (including, without limitation, the Advisors), and agents (each an "**Indemnified Party**") from and against any and all liabilities to or claims (other than liabilities or claims attributable to any of such Persons' gross negligence or willful misconduct as determined by the final, non-appealable judgment of a court of competent jurisdiction) arising on or prior to the earlier of (i) the Effective Date and (ii) the date on which this Support Agreement is terminated, provided and to the extent that such claims arise directly or indirectly in connection with the Plan, the Arrangement Transaction and any proceedings commenced with respect to the Plan and the Arrangement Transaction, and any other claim, litigation, investigation, actions or matters related directly or indirectly to the Plan or the Arrangement Transaction, regardless of whether any Indemnified Party is a party thereto and whether or not the transactions contemplated hereby are consummated, and to reimburse each Indemnified Party promptly upon demand for all documented legal and other expenses reasonably incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a

witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), provided in each case such HPS Party is in material compliance with all of its commitments and obligations under or in respect of this Support Agreement;

(j) to not terminate or materially amend or alter in any manner any Material Contract, or take any action that would give rise to a right to terminate or materially amend or alter in any manner any Material Contract, without the prior written consent of HPS, in its sole discretion;

(k) to continue, and cause its Material Subsidiaries to continue, as applicable, to conduct their business in the ordinary course and in a manner consistent with past practice, except as contemplated hereby, and to not enter, and cause its Material Subsidiaries to not enter, as applicable, into any Material Contracts except with the prior written consent of HPS, in its sole discretion;

(l) to operate its business in the ordinary course of business, having regard to its current financial condition and to not enter into any Material Contract, except with the prior written consent of HPS, in its sole discretion;

(m) to use commercially reasonable efforts to ensure that all consents and approvals necessary for the implementation of the Arrangement Transaction or any transaction contemplated in an Alternative Implementation Process (including, without limitation, regulatory, court and other approvals) shall have been obtained to the satisfaction of the HPS Parties, in their sole discretion, and that all necessary filings and notifications and similar actions shall have been taken to the satisfaction of the HPS Parties, in their sole discretion, prior to the Effective Date;

(n) to provide HPS with access and information as it may request in connection with the subject matter of this Support Agreement, and such cooperation as may be requested by HPS in connection with any and all tax planning, regulatory requirements and other activities which HPS may undertake in connection with the Arrangement Transaction, the NPA and other matters relating to this Support Agreement;

(o) to at all times promptly notify and inform the HPS Parties of any material developments in or in relation to the NSCA Proceedings or otherwise of relevance to the Arrangement Transaction, the Plan, the NSCA Proceedings, any Alternative Implementation Process or this Support Agreement, including, without limitation, in relation to the obtaining of, or the prospects for the obtaining of, necessary votes and approvals, the satisfaction of conditions to this Support Agreement, and Material Adverse Changes in the condition or prospects of CFFI or any of its Material Subsidiaries; and

(p) to promptly pay as and when incurred and billed all of the reasonable and documented (without detailed descriptions of services) costs and expenses of the

Advisors in relation to this Support Agreement, the Arrangement Transaction, the Plan, the NSCA Proceedings and all matters reasonably related to the foregoing.

For greater certainty, wherever in this Section 5 it is the covenant and obligation of a Company Party to ensure anything: (i) such covenant and obligation shall be absolute and shall not be qualified by any standard of effort, capacity or capability on the part of such Company Party; and (ii) satisfaction of Section 8(d) hereof shall occur only if the subject matter of all such covenants and obligations occurs or exists as contemplated in this Section 5, where applicable.

6. Negotiation of Documents

(a) The Parties shall cooperate with each other and shall coordinate their activities in respect of (i) the timely satisfaction of conditions with respect to the effectiveness of the Arrangement Transaction and the Plan, (ii) all matters concerning the implementation of the Arrangement Transaction and the Plan or any Alternative Implementation Process and (iii) the pursuit and support of the Arrangement Transaction and the Plan or any Alternative Implementation Process. Furthermore, subject to the terms hereof, each of the Parties shall take such actions as may be reasonably necessary to carry out the purposes and intent of this Support Agreement, including making and filing any required regulatory filings.

(b) Each Party hereby covenants and agrees (i) to cooperate and negotiate in good faith, and consistent with this Support Agreement, the definitive documents implementing, achieving and relating to the Arrangement Transaction and the Plan, all ancillary documents relating thereto and any orders of the Court relating thereto and (ii) to the extent it is a party thereto, to execute, deliver and perform its obligations under such documents.

7. Alternative Implementation Process

(a) In the event that it is determined by the HPS Parties, in their sole discretion, that the Arrangement Transaction shall not be implemented pursuant to the Plan in the NSCA Proceedings for any reason, then the Parties will consider and negotiate in good faith and, if practicable, consummate the Arrangement Transaction by way of an alternative implementation method or proceeding (an "**Alternative Implementation Process**"), including an arrangement pursuant to paragraph 42 of the form of Interim Order attached hereto as Schedule C.

(b) In the event that it is determined that an Alternative Implementation Process shall be pursued in accordance with Section 7(a) hereof, CFFI (on behalf of all the Company Parties) and its advisors, and the HPS Parties and their advisors (including, without limitation, the Advisors), shall work in good faith in respect of all matters necessary to structure and implement the Alternative Implementation Process.

(c) Without limitation to the foregoing, the detailed terms and definitive documentation with respect to any Alternative Implementation Process and any

transaction proposed thereunder shall be in form and substance satisfactory to the HPS Parties, in their sole discretion, and shall provide for, among other things: (i) completion and effectiveness by no later than the Outside Date; and (ii) compliance by the Company Parties with the covenants and obligations in this Support Agreement, and with the conditions to the HPS Parties' obligations in Section 8 hereof, in the same manner as for the Plan and the NSCA Proceedings.

8. Conditions to Parties' Support Obligations

Notwithstanding anything to the contrary contained in this Support Agreement and without limiting any other rights of the Company Parties or HPS Parties hereunder, the HPS Parties' obligations hereunder (or in respect of any Alternative Implementation Process), and the obligations of the Company Parties to pursue the Arrangement Transaction and, as applicable, to file the relevant materials with respect to the Arrangement Transaction pursuant to Section 5 hereof, shall be subject to the satisfaction of the following conditions, each of which may be waived, in whole or in part, by the HPS Parties, in their sole discretion; provided that such conditions shall not be enforceable by an HPS Party if any failure to satisfy such conditions results from an action, error or omission by or within the control of such HPS Party:

(a) all material transaction and other documents relating to the Arrangement Transaction and the Plan or any Alternative Implementation Process (including, without limitation, information circulars, notices, the plan of arrangement, court filings, public announcements and court orders) shall be in form and substance acceptable to the HPS Parties, in their sole discretion;

(b) all orders made and judgments rendered by any competent court of law and all rulings and decrees of any competent regulatory body, agent or official in respect of the NSCA Proceedings and the Arrangement Transaction or any Alternative Implementation Process shall be in form and substance acceptable to the HPS Parties, in their sole discretion;

(c) the Interim Order and the Final Order and all other materials filed by or on behalf of CFFI in the NSCA Proceedings or any Alternative Implementation Process shall have been filed (and, if applicable, issued) in form and substance acceptable to the HPS Parties, in their sole discretion;

(d) the Company Parties and the HPS Parties shall have complied in all material respects with each covenant and obligation in this Support Agreement;

(e) each Company Party shall have continued, and shall have caused its Material Subsidiaries, as applicable, to have continued, to conduct its business in the ordinary course and in a manner consistent with past practice, except as contemplated hereby, and no Company Party shall enter into, and no Company Party shall have caused its Material Subsidiaries, as applicable, to have entered into, any new Material Contracts except with the prior written consent of HPS, in its sole discretion;

(f) the Company Parties shall have certified, in form and substance satisfactory to HPS, in its sole discretion, that all of its representations and warranties in this Support Agreement are true and accurate on the Effective Date;

(g) there shall not exist or have occurred any Material Adverse Change from and after the date of this Support Agreement; and

(h) there shall not be in effect any preliminary or final decision, order or decree by a Governmental Entity, no application (other than a frivolous or vexatious application by a Person other than a Governmental Entity) 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 Transaction or any transaction proposed in an Alternative Implementation Process that restrains, impedes or prohibits (or if granted could reasonably be expected to restrain, impede or inhibit) the Arrangement Transaction or any transaction proposed in an Alternative Implementation Process or any material part thereof or requires or purports to require a material variation of the Arrangement Transaction or any transaction proposed in an Alternative Implementation Process.

9. Conditions to the Transaction

(a) The Arrangement Transaction shall be subject to the satisfaction of the following conditions prior to or at the time the Arrangement Transaction is implemented (the "**Effective Time**") each of which is for the mutual benefit of the Company Parties, on the one hand, and HPS, on the other hand, and may, be waived in whole or in part jointly by CFFI (on behalf of all of the Company Parties) and HPS (provided that such conditions shall not be enforceable by the Company Parties or HPS, as the case may be, if any failure to satisfy such conditions results from an action, error or omission by or within the control of the Party seeking enforcement):

(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) the Plan shall have been approved by the Court in accordance with the NSCA;

(iii) the Plan and all transaction documents relating to the Arrangement Transaction and the Plan shall be in form and substance satisfactory to the HPS Parties, in their sole discretion;

(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 in writing;

(v) all filings that are required under applicable Laws in connection with the Arrangement Transaction shall have been made and any material regulatory

consents or approvals that are required in connection with the Arrangement Transaction 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) there shall not be in effect any preliminary or final decision, order or decree by a Governmental Entity, 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 Transaction or the Plan that restrains, impedes or prohibits (or if granted would reasonably be expected to restrain, impede or prohibit), the Arrangement Transaction or the Plan or any material part thereof or requires or purports to require a material variation of the Arrangement Transaction Terms; and

(vii) the Effective Date shall have occurred no later than the Outside Date (which may be extended at any time by HPS, in its sole discretion);

(b) The obligations of the HPS Parties to complete the Arrangement Transaction and the other transactions contemplated hereby are subject to the satisfaction of the following conditions prior to or on the Effective Date, each of which is for the benefit of the HPS Parties, and may be waived, in whole or in part, by the HPS Parties (provided that such conditions shall not be enforceable by the HPS Parties if any failure to satisfy such conditions results from an action, error or omission by or within the control of the HPS Parties):

(i) the Company Parties shall have complied in all material respects with each covenant and obligation in this Support Agreement that is to be performed by them on or before the Effective Date (including achieving the milestones set out in Section 5(f) and Section 9(a));

(ii) the representations and warranties of the Company Parties set forth in this Support Agreement shall be true and correct in all material respects as of the Effective Date with the same force and effect as if made at and as of such date, except (i) that representations and warranties that are given as of a specified date shall be true and correct in all material respects as of such date and (ii) as such representations and warranties may be affected by the occurrence of events or transactions contemplated and permitted by this Support Agreement;

(iii) the Plan and all material transaction documents relating to the Arrangement Transaction and the Plan shall be in form and substance satisfactory to the HPS Parties, in their sole discretion;

(iv) the Plan shall have been approved pursuant to the Final Order by no later than April 30, 2026 (which may be extended at any time by the HPS Parties, in their sole discretion) and the Final Order (A) shall have been entered by

the Court and (B) shall have become a final order, the implementation, operation or effect of which shall not have been stayed, varied in a manner not acceptable to the HPS Parties, in their sole discretion, vacated or subject to pending appeal and as to which order any appeal periods relating thereto shall have expired;

(v) all orders made and judgments rendered by any competent court of law, and all rulings and decrees of any competent regulatory body, agent or official in relation to the NSCA Proceedings shall be satisfactory to the HPS Parties, in their sole discretion;

(vi) all actions taken by any Company Party in furtherance of the Arrangement Transaction and the Plan shall be consistent in all material respects with the Plan and this Support Agreement;

(vii) there shall not exist or have occurred any Material Adverse Change; and

(viii) the reasonable and documented costs and expenses of the Advisors shall been paid in accordance with Section 5(p).

10. Superior Transaction

(a) Except as otherwise expressly provided in this Section 10 or with the prior written consent of the HPS Parties, in their sole discretion, the Company Parties shall not, and shall not cause or allow any Material Subsidiaries, agents or representatives to, directly or indirectly, commence, consummate an agreement to commence, make, seek, solicit, assist, initiate, encourage, facilitate, propose, file, support, or initiate any discussions or negotiations regarding any alternative offer, restructuring, sale of assets, merger, workout, plan of arrangement or plan of reorganization other than the Plan.

(b) Notwithstanding Section 10(a) or any other provision of this Support Agreement, to the extent that CFFI receives a bona fide unsolicited written proposal, it is permitted to negotiate and enter into a transaction (a "**Superior Transaction**") in respect of any such proposal, if following receipt of legal and financial advice, and having regard to the extent of support by the HPS Parties that may exist for any such transaction and the requisite approvals by the HPS Parties, if any, that would be required to implement such transaction, the CFFI Board determines that such proposal would reasonably be expected to result in a transaction more favourable to CFFI and the HPS Parties than the Arrangement Transaction. Each Company Party shall, as soon as practicable, and in any event, within 24 hours, notify HPS in writing if it receives or otherwise becomes aware of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to a Superior Transaction, of such alternative inquiry, proposal or offer, including the identity of the Person making such inquiry, proposal or offer and the material terms and conditions thereof and copies of all material or substantive documents received in respect of, from or on behalf of any such Person. The Company Parties shall keep

HPS promptly and fully informed of the status of developments and discussions and negotiations with respect to such inquiry or offer, including any material changes, modifications or other amendments thereto. Notwithstanding the foregoing, no Company Party may announce its intention to pursue a Superior Transaction or enter into any written agreement to pursue a Superior Transaction without, in each case and as applicable, first providing ten (10) Business Days' advance written notice to HPS.

11. Termination

(a) This Support Agreement may be terminated by the HPS Parties, in their sole discretion, by providing written notice to the Company Parties in accordance with Section 15(l) hereof:

(i) if CFFI fails to meet any of the milestones set forth in Section 5(f) hereof within the times set forth therein (as such times may be extended in accordance with Section 5(f) hereof);

(ii) if any Company Party determines or announces its intention to pursue a Superior Transaction or enters into a written agreement to pursue a Superior Transaction;

(iii) upon the occurrence of a material breach of this Support Agreement by any Company Party that, if capable of being cured, is not cured within two (2) Business Days after receipt of written notice of such failure or default, and provided that, for greater certainty, no cure period shall apply with respect to any termination pursuant to Section 11(a)(ii) hereof;

(iv) upon the breach of any representation, warranty or acknowledgement of any Company Party made in this Support Agreement that could reasonably be expected to have a material adverse impact on the Arrangement Transaction or the consummation of the Plan or any transaction proposed under an Alternative Implementation Process, respectively, or the HPS Parties' interests in the Arrangement Transaction or the Plan or any transaction proposed under an Alternative Implementation Process, respectively, and that (if susceptible to cure) remains uncured within two (2) Business Days after the receipt by such Company Party of written notice of such breach;

(v) upon the issuance of any preliminary or final decision, order or decree by a Governmental Entity, the making of an application to any Governmental Entity, or the commencement of an action or investigation by any Governmental Entity, in consequence of or in connection with the Arrangement Transaction or the Plan or a transaction proposed under an Alternative Implementation Process, as applicable, which materially restrains, impedes or prohibits the Arrangement Transaction or the Plan or a transaction proposed under an Alternative Implementation Process, as applicable;

(vi) if the NSCA Proceedings or Alternative Implementation Process, as applicable, are dismissed or discontinued, or if CFFI or any of its Material Subsidiaries (including any Company Party) initiates or takes the benefit of any insolvency or creditor protection laws without the written prior consent of the HPS Parties, in their sole discretion, or if a receiver, interim receiver, receiver and manager, trustee in bankruptcy, liquidator or administrator is appointed with respect to CFFI or any of its Material Subsidiaries (including any Company Party), unless such appointment is made with the prior written consent the HPS Parties, in their sole discretion;

(vii) the occurrence of a Material Adverse Change from and after the date of this Support Agreement; or

(viii) if the Arrangement Transaction has not been completed and the Plan has not been implemented, or any transaction proposed by an Alternative Implementation Process has not been completed, by the Outside Date;

in each case unless the event giving rise to the termination right is waived or cured in accordance with the terms hereof, or unless the event giving rise to the termination right is caused by an HPS Party.

(b) This Support Agreement may be terminated by CFFI (on behalf of all the Company Parties), by providing written notice to HPS in accordance with Section 15(l) hereof, provided that no Company Party is in default hereunder, if the CFFI Board decides to proceed with a Superior Transaction as permitted under, and in accordance with, Section 10 hereof.

(c) This Support Agreement may be terminated at any time by mutual written consent of CFFI (on behalf of all Company Parties) and the HPS Parties.

(d) This Support Agreement shall terminate automatically on the Effective Date upon implementation of the Plan or upon implementation of any transaction proposed under an Alternative Implementation Process; provided, however, that the rights, agreements, commitments and obligations under Section 11(d)-(f), 14 and 15 of this Support Agreement shall survive the termination of this Support Agreement and the occurrence of the Effective Date.

(e) This Support Agreement, upon its termination, shall be of no further force and effect and each Party hereto shall be automatically and simultaneously released from its commitments, undertakings, and agreements under or related to this Support Agreement.

(f) Each Party shall be responsible and shall remain liable for any breach of this Support Agreement by such Party occurring prior to the termination of this Support Agreement.

12. Further Assurances

Each Party shall (and, in the case of the Company Parties, shall cause their Material Subsidiaries, as applicable, to) deliver to the other Parties such further information and documents and execute and deliver to the other Parties such further instruments and agreements as another Party shall reasonably request to consummate or confirm the Arrangement Transaction that is the subject of this Support Agreement, to accomplish the purpose of this Support Agreement or to assure to the other Party the benefits of this Support Agreement, including the consummation of the Arrangement Transaction or any proposed transaction under an Alternative Implementation Process.

13. Releases

The Parties agree that the Plan and the Final Order shall provide for customary releases in favour of CFFI and the HPS Parties and each of the foregoing Parties' respective principals, members, managed accounts or funds, fund advisors, current and former directors and officers, employees, financial and other advisors (including, without limitation, the Advisors), legal counsel and agents, each in their capacity as such. Without limiting the foregoing, the Parties agree that the Plan shall provide that any and all rights, whether direct or indirect, and whether or not exercised, of any of the HPS Parties in respect of any and all and any part of Capital Stock of CFFI, including for greater certainty the power of attorney, the pledge and any other rights of any of the HPS Parties to directly or indirectly hold, acquire, vote, control the voting rights or the direction, management and policies of CFFI, shall be revoked and terminated with no further force or effect upon implementation of the Arrangement Transaction, all in accordance with and subject to the provisions of the Plan.

14. Public Announcements

All public announcements made by any Company Party in respect of the Arrangement Transaction or any transaction proposed under an Alternative Implementation Process shall be in form and substance acceptable to HPS, in its sole discretion.

15. Miscellaneous

(a) The headings in this Support Agreement are for reference only and shall not affect the meaning or interpretation of this Support Agreement.

(b) Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders.

(c) This Support Agreement (including the Plan and any schedules attached thereto and to this Support Agreement) constitutes the entire agreement and supersedes all prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof; provided, however, that this Support Agreement does not alter or supersede any confidentiality or non-disclosure agreement between any Company Party and any HPS Party and/or their respective advisors.

(d) This Support Agreement may be modified, amended or supplemented as to any matter in writing (which may include e-mail) by CFFI (on behalf of all Company Parties) and HPS (on behalf of the HPS Parties).

(e) Any Person signing this Support Agreement in a representative capacity (i) represents and warrants that he/she is authorized to sign this Support Agreement on behalf of the Party he/she represents and that his/her signature upon this Support Agreement will bind the represented Party to the terms hereof, and (ii) acknowledges that the other Parties hereto have relied upon such representation and warranty.

(f) Subject to the consent rights set forth in this Support Agreement, any provision of this Support Agreement may be waived if, and only if, such waiver is in writing (which may include e-mail) by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise.

(g) Any date, time or period referred to in this Support Agreement shall be of the essence, except to the extent to which CFFI and HPS agree, subject to the consent rights set forth in this Support Agreement, in writing (which may include e-mail) to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

(h) This Support Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein (excluding any conflict of laws rule or principle which might refer such construction to the laws of another jurisdiction) and all actions or proceedings arising out of or relating to this Support Agreement shall be heard and determined exclusively in the courts of the Province of Nova Scotia. Each Party irrevocably and unconditionally agrees to the jurisdiction of any court of competent jurisdiction in the Province of Nova Scotia, agrees that all claims in such action or proceeding may be heard and determined in any such court, and agrees not to bring any action or proceeding arising out of or relating to this Support Agreement in any other court. Each Party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other Party thereto.

(i) It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Support Agreement and each non-breaching Party shall be entitled, in addition to any other remedy that may be available under applicable Law, to specific performance and injunctive or other equitable relief as a remedy of any such breach, including an order by a court of competent jurisdiction requiring any Party to comply promptly with any of such obligations.

(j) Unless expressly stated otherwise herein, this Support Agreement is intended to solely bind and inure to the benefit of the Parties and their respective successors, permitted assigns, heirs, executors, administrators and representatives. No other Person or entity shall be a third-party beneficiary hereof and no Party shall contend otherwise in any representation or filing to any court of competent jurisdiction.

(k) Except as is otherwise contemplated herein, no Party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Support Agreement, without the prior written consent of the other Parties hereto.

(l) All notices, requests, consents and other communications hereunder to any Party shall be deemed to be sufficient if contained in a written instrument delivered in person or sent by internationally recognized overnight courier or e-mail. All notices required or permitted hereunder shall be deemed effectively given: (i) upon personal delivery to the Party to be notified; (ii) when sent by e-mail if sent during normal business hours of the recipient, if not, then on the next Business Day of the recipient; or (iii) one (1) Business Day after deposit with an internationally recognized overnight courier, specifying next-day delivery, with written verification of receipt. All deliveries required or permitted hereunder shall be deemed effectively made: (A) upon personal delivery to the Party receiving the delivery; (B) one (1) Business Day after deposit with an internationally recognized overnight courier, specifying next-day delivery, with written verification of receipt; or (C) upon receipt of delivery in accordance with instructions given by the Party receiving the delivery. Any Party may change the address to which notice should be given to such Party by providing written notice to the other Parties hereto of such change. The address and e-mail for each of the Parties shall be as follows:

(i) If to the Company Parties at:

CFFI Ventures Inc.
1-741 Bedford Highway
Bedford, Nova Scotia
B4A 3Z7

Attention: Nanci Rorabeck
E-mail: nrorabeck@cffi.com

with a required copy (which shall not be deemed notice) to:

McInnes Cooper
1969 Upper Water Street, Suite 1300
McInnes Cooper Tower – Purdy's Wharf
Halifax, Nova Scotia
B3J 3RJ

Attention: Ben Pryde & Stephen Kingston

E-mail: ben.pryde@mcinnescooper.com;
stephen.kingston@mcinnescooper.com

(ii) If to the HPS Parties at:

HPS Investment Partners LLC
40 West 57th Street
33rd Floor
New York, New York 10019

Attention: Jeffrey Fitts, Shant Babikian & Mayu Sris
E-mail: jeffrey.fitts@hpspartners.com
shant.babikian@hpspartners.com
mayu.sris@hpspartners.com

With a required copy (which shall not be deemed notice to):

Cox & Palmer
Nova Centre, South Tower, Suite 1500 – 1625 Grafton Street
Halifax, NS
B3J 0E8

Attention: Gavin MacDonald
Email: gmacdonald@coxandpalmer.com

(m) Any capitalized terms used but not defined herein shall have the meanings given to them in the Plan.

(n) If any term, provision, covenant or restriction of this Support Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions, including terms, covenants and restrictions, of this Support Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated and the Parties shall negotiate in good faith to modify this Support Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner so that the transactions contemplated herein are consummated as originally contemplated to the greatest extent possible.

(o) Nothing herein shall be deemed an admission of any kind by any of the HPS Parties.

(p) This Support Agreement may be executed by electronic means and in one or more counterparts, all of which shall be considered one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the undersigned Company Parties has caused this Support Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date first written above.

CFFI VENTURES INC.

Name: Stan Spavold
Title: President

CVI HOLDINGS (2020) INC.

Name: Stan Spavold
Title: Director

CFFI UK VENTURES (BARBADOS) LTD.

Name: Andrew Thornhill
Title: Director

BIOX USA LIMITED

Name: Stan Spavold
Title: Director

[COMPANY PARTY SIGNATURE PAGES]

BIOX HOLDINGS, LLC

Name: Stan Spavold
Title: President

FP ACQUISITION HOLDINGS LLC

Name: Stan Spavold
Title: President

FP ACQUISITION HOLDINGS LLC, in its capacity as general partner of FP RESOURCES HOLDINGS LP

Name: Stan Spavold
Title: President

FP RESOURCES USA INC.

Name: Stan Spavold
Title: President

FPR FINANCIAL CORPORATION

Name: John Risley
Title: Director

[COMPANY PARTY SIGNATURE PAGES]

IN WITNESS WHEREOF, the undersigned has caused this Support Agreement to be duly executed and delivered as of the date first written above.

JOHN CARTER RISLEY, as Personal Guarantor under the NPA

_____

[COMPANY PARTY SIGNATURE PAGES]

IN WITNESS WHEREOF, HPS Investment Partners LLC has, solely in its capacity as agent and lead arranger under the Second Amended and Restated Note Purchase and Guarantee Agreement, dated April 25, 2019, caused this Support Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date first written above.

HPS INVESTMENT PARTNERS LLC

_____

Name:
Title:

MP III OFFSHORE MASTER LUX, L.P.

_____

Name:
Title:

MEZZANINE PARTNERS III, L.P.

_____

Name:
Title:

AP MEZZANINE PARTNERS III L.P.

_____

Name:
Title:

SCHEDULE A

PLAN OF ARRANGEMENT

[Attached]

Hfx No. [●]

PLAN OF ARRANGEMENT UNDER SECTION 130 OF THE NOVA SCOTIA *COMPANIES ACT*, R.S.A. 1989, c. 81, AS AMENDED

February 17, 2026

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PLAN OF ARRANGEMENT
UNDER SECTION 130 OF

THE NOVA SCOTIA *COMPANIES ACT*

ARTICLE 1
INTERPRETATION

1.1 Definitions

"**AcquireCo**" means 4761218 Nova Scotia Limited, a company existing under the laws of the Province of Nova Scotia.

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"**Applicant**" or "**CFFI**" means CFFI Ventures Inc.

"**Arrangement**" means an arrangement under section 130 of the NSCA on the terms and subject to the conditions set out in this Plan, subject to any amendments or variations thereto made in accordance with the Support Agreement and this Plan.

"**Arrangement Filings**" means a certified copy of the Final Order and such other documents as are required by the Registrar in order for the Arrangement to become effective.

"**Arrangement Resolutions**" means, collectively, the Secured Creditors' Arrangement Resolution and the Unsecured Creditors' Arrangement Resolution, in substantially the form attached to the Disclosure Statement, to be considered at the Meetings to, among other things, approve the Arrangement and this Plan.

"**Assumed Contingent Value Rights Obligations**" means all Obligations in respect of the Contingent Value 'A' Rights and Contingent Value 'B' Rights issued in the steps set forth in Sections 2.3(e) and 2.3(f).

"**Assumed Contracts**" means those contracts listed in Schedule A hereto (as such schedule may be amended, revised or modified by AcquireCo up to 5 Business Days prior to the granting of the Final Order).

"**Assumed Contractual Liabilities**" means all liabilities of CFFI under the Assumed Contracts, whether or not such liabilities first arose prior to or following the Effective Time.

"**Assumed Employee Liabilities**" means such liabilities of CFFI to former employees of CFFI as HPS may elect prior to the Effective Time in its sole discretion.

"**Assumed Priority Secured Debt Obligations**" means all Obligations in respect of the Priority Secured Debt that remain outstanding immediately following the step forth in Section 2.3(f).

"**Business Day**" means any day, other than a Saturday or a Sunday or civic holiday, on which commercial banks are generally open for business in Halifax, Nova Scotia.

"**Canadian Securities Commissions**" means, collectively, the applicable securities commissions or regulatory authorities in each of the provinces and territories of Canada.

"**Canadian Securities Laws**" means, collectively, and, as the context may require, the applicable securities laws of each of the provinces and territories of Canada, and the respective regulations and rules made under those securities laws together with all applicable published policy statements, instruments, blanket orders and rulings of the Canadian Securities Commissions and all discretionary orders or rulings, if any, of the Canadian Securities Commissions made in connection with the transactions contemplated by this Agreement together with applicable published policy statements of the Canadian Securities Commissions, as the context may require.

"**Cash Elected Amount**" means, with respect to any Unsecured Creditor that has validly filed a Convenience Class Claim Election by the Election Deadline, the lesser of: (i) $15,000; and (ii) such Unsecured Creditor's Pro Rata Share of the Remaining Convenience Class Funds.

"**CFFI Asset Value**" means the fair market value as of the Effective Date of the CFFI Assets (for certainty, net of any Assumed Contractual Liabilities), in aggregate, as determined by the directors of CFFI.

"**CFFI Assets**" means the Transferred Cash, Transferred Equity Interests, Transferred Receivables, Transferred Tangible Property, CFFI Insurance Policies, Assumed Contracts, and any other assets of CFFI as may be elected in writing by the HPS Parties in their sole discretion prior to the granting of the Final Order.

"**CFFI Entities**" means, collectively, CFFI and the Target Entities.

"**CFFI Insurance Policies**" means such insurance policies of CFFI as AcquireCo may elect up to 5 Business Days prior to the granting of the Final Order.

"**Claims**" means any right or claim of any Person that may be asserted or made in whole or in part against the applicable Persons, or any of them, in any capacity, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any claim made or asserted against the applicable

Persons, or any of them, through any affiliate, subsidiary, associated or related Person, or any right or ability of any Person to advance a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including any class action or proceeding before an administrative or regulatory tribunal), cause or chose in action, whether existing at present or commenced in the future.

"**Contingent Value 'A' Rights**" means the rights granted to holders of Subordinate Secured Debt pursuant to 2.3(e) of this Plan to receive cash payments from the Applicant on the terms and subject to the conditions set forth in the Contingent Value 'A' Rights Certificate to be issued in accordance with the Plan.

"**Contingent Value 'A' Rights Certificate**" means a certificate substantially in the form attached as Exhibit A to this Plan, as amended or supplemented from time to time in accordance with the terms thereof.

"**Contingent Value 'B' Rights**" means the rights granted to Unsecured Creditors pursuant to 2.3(f) of this Plan to receive cash payments from the Applicant on the terms and subject to the conditions set forth in the Contingent Value 'B' Rights Certificate to be issued in accordance with the Plan.

"**Contingent Value 'B' Rights Certificate**" means a certificate substantially in the form attached as Exhibit B to this Plan, as amended or supplemented from time to time in accordance with the terms thereof.

"**Contingent Value Rights Certificates**" means, collectively, the Contingent Value 'A' Rights Certificates and the Contingent Value 'B' Rights Certificates.

"**Convenience Class Claim**" means (a) one or more Unsecured Claims of 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 on the Record Date; and (b) one or more Unsecured Claims of 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 such Unsecured Creditor has validly filed a Convenience Class Claim Election by the Election Deadline.

"**Convenience Class Claim Election**" means the election by an Unsecured Creditor with one or more Unsecured Claims that are in an aggregate amount in excess of $15,000, as reflected in the books and records of CFFI on the Record Date, submitted by no later than the Election Deadline, in the form attached as Exhibit "G" to the Disclosure Statement, to receive only the Cash Elected Amount and pursuant to which such Unsecured Creditor is thereby deemed to have foregone any recovery on its Claims in excess of the Cash Elected Amount, to vote in favour of the Plan in respect of such Claims, and to receive no other entitlements under the Plan.

"**Convenience Class Creditor**" means a Person having a Convenience Class Claim (including, for greater certainty, any Unsecured Creditor that has validly submitted a Convenience Class Claim Election by the Election Deadline).

"**Court**" means the Supreme Court of Nova Scotia in Halifax.

"**Debt**" means the debt outstanding under the Debt Documents.

"**Debt Documents**" means, collectively, the Note Purchase Agreement Debt Documents, the Other Secured Debt Documents and the Unsecured Claim Documents.

"**Debtholder Released Parties**" means, collectively, (i) HPS, (ii) the Secured Creditors, (iii) the Unsecured Creditors, and (iv) for each of the entities named in the foregoing clauses (i) through (iii), each of their respective current and former directors, officers, managers, partners, trustees, employees (including, for the avoidance of doubt, the HPS Appointed Directors), auditors, financial advisors, legal counsel and agents.

"**Debtholders**" means, collectively, the Secured Creditors and the Unsecured Creditors.

"**Disclosure Statement**" means the disclosure statement dated February 18, 2026, including all exhibits and schedules thereto, to be distributed to Debtholders as of the Record Date (as may be amended, revised and/or supplemented in accordance with the terms of the Interim Order).

"**Effective Date**" means the date shown on the confirmation of filing of the Arrangement Filings issued by the Registrar.

"**Effective Time**" means 12:01 a.m. on the Effective Date or such other date or time as the Applicant and the HPS Parties may determine.

"**Election Deadline**" means April 15, 2026.

"**Encumbrance**" means any lien, mortgage, hypothec, pledge, security instrument, prior claim, title charges which are liens, claims against title, conditional or installment sale agreement, restriction on transfer, call option, right of first refusal or first offer, easement, servitude, security interest, charge, right-of-way, encroachment or other encumbrance of any nature, whether voluntarily incurred or arising by operation of Law.

"**Equity Interests**" means, in respect of any Person, equity securities issued by or other ownership interests in that Person, including shares of any corporation, units of or other interests in any limited or general partnership or limited liability company, or other body corporate, any securities or other interests convertible into or exchangeable for any of the foregoing and any rights relating to or arising as a result of such interests, including any nomination or other governance rights, pre-emptive rights, drag along rights, rights of first offer or refusal or put or call rights, whether created by Law, Organizational Documents, Shareholder Agreements or otherwise.

"**Final Order**" means the final order of the Court approving this Plan as contemplated herein, as such order may be amended at any time prior to the Effective Date.

"**Governmental Entity**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

"**HPS**" means HPS Investment Partners LLC, solely in its capacity as agent and lead arranger under the Note Purchase Agreement.

"**HPS Appointed Directors**" means any director of CFFI having been appointed, prior to the Effective Date, by HPS, pursuant to rights provided for under the Note Purchase Agreement Debt Documents.

"**HPS Parties**" means, collectively, HPS and the HPS Secured Creditors.

"**HPS Secured Creditors**" means MP III Offshore Master Lux, L.P., Mezzanine Partners III, L.P., AP Mezzanine Partners III L.P. and any other Person that becomes a "Purchaser" under the Note Purchase Agreement.

"**Impaired HPS Debt**" means an amount owing under the Note Purchase Agreement Debt Documents equal to:

(i) the aggregate amount of all Obligations outstanding under (A) the Note Purchase Agreement Debt Documents and (B) the Other Secured Debt Documents solely to the extent that such Obligations are secured by a Priority Security Interest; less

(ii) the CFFI Asset Value;

provided that, for greater certainty, the Impaired HPS Debt shall first consist of accrued and unpaid interest owing under the Note Purchase Agreement Debt Documents as of the Effective Date and if the amount of the Impaired HPS Debt exceeds the amount of such accrued and unpaid interest, an amount of principal owing under the Note Purchase Agreement Debt Documents equal to such excess shall become Impaired HPS Debt.

"**Interim Order**" means the interim order of the Court, containing declarations and directions with respect to, among other things, the Meetings and the Arrangement issued pursuant to the application of the Applicant, as such order may be amended or supplemented by further order of the Court at any time prior to the Effective Date.

"**Law**" or "**Laws**" means any law, statute, order, decree, consent decree, judgment, rule regulation, ordinance or other pronouncement having the effect of law whether in Canada, the United States or any other country, or any domestic or foreign state, county, province, city or other political subdivision or of any Governmental Entity.

"**Meeting Date**" means April 17, 2026, subject to any postponement or adjournment of that date pursuant to the Interim Order or any other Order.

"**Meetings**" means, collectively, the Secured Creditors Meeting and the Unsecured Creditors Meeting.

"**Metric LP**" means Metric Partners Limited Partnership, a limited partnership existing under the laws of Nova Scotia.

"**Metric LP Interests**" means all of the limited partnership interests that CFFI holds as of the Effective Time in Metric LP.

"**Metric LP Interests Value**" means the fair market value as of the Effective Date of the Metric LP Interests and the Metric Receivables, as determined by the directors of CFFI on or prior to the Effective Date.

"**Metric Receivables**" means, the amounts, if any, owing as of the Effective Time to CFFI from Metric LP.

"**Metric SPVCo**" means CFFI MPLP Holdings Inc., a company existing under the laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**Metric SPVCo Shares**" means 1000 common shares of Metric SPVCo.

"**New Holdco**" means 4782643 Nova Scotia Limited, a company existing under the laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**New Holdco Share Consideration**" means 1000 New Holdco Shares.

"**New Holdco Shares**" means the common shares of New Holdco.

"**Note Purchase Agreement**" means the Second Amended and Restated Note Purchase and Guarantee Agreement dated April 25, 2019 by and among, *inter alia*, HPS, the Secured Creditors and CFFI, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"**Note Purchase Agreement Debt Documents**" means the Note Purchase Agreement and all related documentation, including, without limitation, all guarantee and security documentation, related to the foregoing.

"**NPC H LP**" means Northern Private Capital Holdings LP, a limited partnership existing under the Laws of Ontario.

"**NPC H LP Interests**" means all of the limited partnership interests that CFFI holds as of the Effective Time in NPC H LP.

"**NPC H LP Interests Value**" means the fair market value as of the Effective Date of the NPC H LP Interests and the NPC H Receivables, as determined by the directors of CFFI on or prior to the Effective Date.

"**NPC H Receivables**" means, the amounts, if any, owing as of the Effective Time to CFFI from NPC H LP.

"**NPC H SPVCo**" means CFFI NPCSP Holdings Inc., a company existing under the Laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**NPC H SPVCo Shares**" means 1000 common shares of NPC H SPVCo.

"**NPC I LP**" means Northern Private Capital Fund I Limited Partnership, a limited partnership existing under the laws of Ontario.

"**NPC I LP Interests**" means all of the limited partnership interests that CFFI holds as of the Effective Time in NPC I LP.

"**NPC I LP Interests Value**" means the fair market value as of the Effective Date of the NPC I LP Interests and the NPC I Receivables, as determined by the directors of CFFI on or prior to the Effective Date.

"**NPC I Receivables**" means, the amounts, if any, owing as of the Effective Time to CFFI from NPC I LP.

"**NPC I SPVCo**" means CFFI NPCLP Holdings Inc., a company existing under the laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**NPC I SPVCo Shares**" means 1000 common shares of NPC I SPVCo.

"**NSCA**" means the *Companies Act* (Nova Scotia), R.S.A. 1989, c. 81.

"**Obligations**" means all liabilities, duties and obligations of CFFI, including, without limitation, principal and interest, any make whole, redemption or similar premiums, reimbursement obligations, fees, penalties, damages, guarantees, indemnities, costs, expenses or otherwise, and any other liabilities, duties or obligations, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, as the context requires, the Secured Creditor Claims or the Unsecured Claims.

"**Order**" means any order of the Court in these proceedings, including, without limitation, the Interim Order and the Final Order.

"**Organizational Documents**" means: (a) in respect of a body corporate, any articles or certificate of incorporation, amalgamation or continuance and by-laws of a body corporate, or equivalent foundational documents, and any Shareholder Agreement related to Equity Interests in the body corporate; (b) in respect of a partnership, any partnership agreement and filings required by applicable Laws to establish the partnership; (c) in respect of a limited partnership, any limited partnership agreement and filings required by applicable Laws to establish the partnership as a limited partnership; (d) in respect of a trust, any trust agreement governing the trust; (e) any similar charter, agreement or document adopted or filed in connection with the creation, formation or initial organization of the Person; and (f) any amendment to or restatement of any of the foregoing.

"**Other Secured Debt Documents**" means, collectively, the Demand Promissory Note issued by CFFI to FPR Financial Corporation dated October 6, 2023, the Guarantee provided by CFFI in favour of SFPC Quantum LP dated May 24, 2022, and, in each case, all related documentation, including, without limitation, all security documentation related to the foregoing.

"**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status.

"**Plan**" means this plan of arrangement proposed under Section 130 of the NSCA, and any amendments or variations made in accordance with the terms of this Plan.

"**Post-Effective Date Reorganization Transaction**" has the meaning ascribed thereto in 2.6.

"**Priority Secured Debt**" means, collectively: (i) all Secured Debt outstanding under the Note Purchase Agreement Debt Documents (excluding the Impaired HPS Debt); and (ii) all Secured Debt outstanding under the Other Secured Debt Documents, solely to the extent that such Secured Debt is secured by a Priority Security Interest.

"**Priority Security Interest**" means a security interest in all or any of the CFFI Assets that ranks in priority to, or *pari passu* with, the security interest granted by the Applicant to secure the Secured Debt outstanding under the Note Purchase Agreement Debt Documents.

"**Pro Rata Share**" means, in respect of each Unsecured Creditor that has validly filed a Convenience Class Claim Election by the Election Deadline, the percentage that such Unsecured Creditor's aggregate Unsecured Claims bears to the aggregate of all Unsecured Claims of Unsecured Creditors that have validly filed a Convenience Class Claim Election by the Election Deadline.

"**Record Date**" means 5:00 pm (Atlantic Time) on February 10, 2026.

"**Registrar**" means the Registrar of Joint Stock Companies for the Province of Nova Scotia.

"**Released Claims**" means, collectively, the matters that are subject to release and discharge pursuant to Article 4.

"**Released Parties**" means, collectively, CFFI and the Debtholder Released Parties, as applicable.

"**Remaining Convenience Class Funds**" means an amount equal to $250,000, less the aggregate value of all Convenience Class Claims that are less than or equal to $15,000.

"**Sandpiper LP**" means Sandpiper Ventures Fund Limited Partnership, a limited partnership existing under the Laws of Nova Scotia.

"**Sandpiper LP Interests**" means all of the limited partnership interests that CFFI holds as of the Effective Time in Sandpiper LP.

"**Sandpiper LP Interests Value**" means the fair market value as of the Effective Date of the Sandpiper LP Interests and the Sandpiper Receivables, as determined by the directors of CFFI on or prior to the Effective Date.

"**Sandpiper Receivables**" means, the amounts, if any, owing as of the Effective Time to CFFI from Sandpiper LP.

"**Sandpiper SPVCo**" means CFFI SPVFLP Holdings Inc., a company existing under the Laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**Sandpiper SPVCo Shares**" means 1000 common shares of Sandpiper SPVCo.

"**Secured Creditor Claims**" means all Obligations in respect of the Note Purchase Agreement Debt Documents (in each case, for the avoidance of doubt, excluding the Impaired HPS Debt) and the Other Secured Debt Documents.

"**Secured Creditors**" means the HPS Secured Creditors, SFPC Quantum LP and FPR Financial Corporation.

"**Secured Creditors' Arrangement Resolution**" means a resolution passed by the Secured Creditors authorizing, adopting and approving, with or without variation, the Arrangement and all transactions contemplated therein.

"**Secured Creditors Meeting**" means, the meeting of the Secured Creditors to be held on the Meeting Date in accordance with the Interim Order to consider and, if determined advisable, pass the Secured Creditors' Arrangement Resolution and to consider such other matters as may properly come before such meeting, and any adjournment(s) or postponement(s) thereof.

"**Secured Debt**" means the debt outstanding under the Note Purchase Agreement Debt Documents (excluding the Impaired HPS Debt) and the Other Secured Debt Documents.

"**Shareholder Agreements**" related to Equity Interests in a Person means any agreements among some or all holders of Equity Interests in the Person (and, if applicable, others) regarding ownership or transfer of the Equity Interests, exercise of any voting or other rights related to the Equity Interests or governance of the Person, including any unanimous or other shareholder agreements, voting agreements, voting trusts, pooling agreements or proxies.

"**Subordinate Secured Debt**" means any Secured Debt that is not a Priority Secured Debt.

"**Support Agreement**" means the support agreement (and all schedules and exhibits thereto) among, *inter alia*, CFFI and HPS dated as of February [●], 2026, as the same may be amended or restated from time to time in accordance with its terms.

"**Target Entities**" means BIOX Holdings LLC, Biox USA Limited, MARA Renewables Corporation, CFFI UK Ventures (Barbados) Limited, CFFI USA Holdings Inc., Cormorant Utility Services Limited, Horizon Maritime Offshore A/S, Horizon Maritime Services Ltd., Northern Private Capital GP 1 Ltd., Northern Private Capital Ltd., NPC I LP, NPC I SPVCo, NPC H SPVCo, NPC H LP, Metric LP, Metric SPVCo, OpenScreen Holdings Inc., Skinfix Inc., Valent Low-Carbon Technologies Inc., World Energy GH2 Inc., Boomerswork.com, DeNova, Enlighten Innovations Inc. and Graphite Innovation and Technologies Inc. and, Sandpiper LP, Sandpiper SPVCo, and any other Persons in which CFFI holds an Equity Interest as may be elected in writing by the HPS Parties in their sole discretion prior to the granting of the Final Order; provided, however, that the HPS Parties may remove any of the foregoing in their sole discretion at any time prior to the Effective Date.

"**Transferred Cash**" means all of the cash and cash equivalents that CFFI holds as of the Effective Time, less the amount of cash required to satisfy payment of the Convenience Class Claims pursuant to Sections 2.3(b) and (c).

"**Transferred Equity Interests**" means all of the Equity Interests that CFFI holds in any of the Target Entities as of immediately prior to the step set forth in Section 2.3(s).

"**Transferred Receivables**" means, if any, the amounts owing as of the Effective Time to CFFI from any other Person.

"**Transferred Tangible Property**" means all tangible personal property owned or held by CFFI as of the Effective Time, including all artwork and other collectible items.

"**Unsecured Claim Documents**" means all documentation evidencing or otherwise related to the Unsecured Claims.

"**Unsecured Claims**" means all Claims against CFFI as of immediately prior to the Effective Time that are not Secured Debt, which, for the avoidance of doubt, includes, and shall be deemed to include, the Impaired HPS Debt.

"**Unsecured Creditors**" means the holders of Unsecured Claims.

"**Unsecured Creditors' Arrangement Resolution**" means a resolution passed by the Unsecured Creditors authorizing, adopting and approving, with or without variation, the Arrangement and all transactions contemplated therein.

"**Unsecured Creditors Meeting**" means, the meeting of the Unsecured Creditors to be held on the Meeting Date in accordance with the Interim Order to consider and, if determined advisable, pass the Unsecured Creditors' Arrangement Resolution and to consider such other matters as may properly come before such meeting, and any adjournment(s) or postponement(s) thereof.

1.2 Articles of Reference

The terms "hereof", "hereunder", "herein" and similar expressions refer to this Plan and not to any particular article, section, subsection, clause or paragraph of this Plan, and include any agreements supplemental thereto. In this Plan, a reference to an article, section, subsection, clause or paragraph shall, unless otherwise stated, refer to an article, section, subsection, clause or paragraph of this Plan.

1.3 Interpretation Not Affected by Headings

The division of this Plan into articles, sections, subsections, clauses and paragraphs and other portions, and the insertion of headings and a table of contents, are for convenience of reference only and shall not affect the construction or interpretation of this Plan.

1.4 Gender and Number

In this Plan where the context requires, words importing the singular shall include the plural and vice versa and words importing the use of any gender shall include all genders.

1.5 Date for any Action

In the event that the date on which any action is required to be taken hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 Time

All times expressed herein are local time in Toronto, Ontario, Canada unless otherwise specified.

1.7 Statutory References

Any reference in this Plan to a statute includes all rules, regulations, published policies and blanket orders made thereunder, and any and all amendments to the foregoing in force from time to time.

1.8 Contractual References

Any reference to a contract means such contract as amended, modified, replaced or supplemented from time to time.

1.9 Successors and Assigns

This Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in this Plan.

1.10 Currency

Unless otherwise stated, all references herein to sums of money, cash or currency are expressed in lawful money of Canada. For the purposes of converting various amounts from Canadian dollars to United States dollars or from United States dollars to Canadian dollars for the purposes of Section 2.3 in this Plan, a Canadian dollar to United States dollar exchange rate shall be selected by CFFI and agreed to by the HPS Parties, each acting reasonably.

1.11 Governing Law

This Plan shall be governed by and construed in accordance with the Laws of Nova Scotia and the federal Laws of Canada applicable therein. All questions as to the interpretation or application of this Plan and all proceedings taken in connection with this Plan shall be subject to the exclusive jurisdiction of the Court.

ARTICLE 2
ARRANGEMENT

2.1 Arrangement Filings and Effective Date.

As soon as practicable after the satisfaction or waiver of the conditions set forth in Article 5 (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction of those conditions as of the Effective Date), unless another time or date is agreed in writing among CFFI and the HPS Parties, the Arrangement Filings shall be filed by the Applicant with the Registrar. The Arrangement Filings shall implement this Plan.

2.2 Binding Effect

On and from the Effective Time, this Plan and the transactions contemplated hereby shall be final and binding upon, and be deemed to have been consented and agreed upon by the CFFI Entities,

HPS, the Secured Creditors, the Unsecured Creditors and any other Person affected by or named in this Plan, including the respective heirs, executors, administrators, directors, officers, legal representatives, successors and assigns of each of the foregoing, without any further act or formality required on the part of any Person and, subject to the implementation and effectiveness of the Plan in accordance with its terms, shall constitute a full, final and absolute settlement of all rights of the beneficial and legal owners of the Secured Debt and Unsecured Claims attaching thereto or arising therefrom and an absolute release and discharge of and from all Obligations of CFFI to the Debtholders, except as expressly provided for in the Plan.

On and from the Effective Time, and, subject to the implementation and effectiveness of the Plan in accordance with its terms, without limiting the foregoing, CFFI, HPS, the Secured Creditors, the Unsecured Creditors and any other Person affected by or named in this Plan will be deemed to have executed and delivered to CFFI and its Affiliates all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan.

2.3 The Arrangement

Commencing at the Effective Time, the following events or transactions will occur, or be deemed to have occurred and be taken and effected, in the following order in five minute increments (unless otherwise indicated) and at the times set out in this Section 2.3 (or in such other manner or order or at such other time or times as the Applicant and the HPS Parties may determine in accordance with the Support Agreement), without any further act or formality required on the part of any Person, except as may be expressly provided herein:

Resignation of HPS Appointed Director

(a) Each HPS Appointed Director shall resign from, and shall be deemed to have immediately resigned from, the board of directors of CFFI and of any applicable Target Entities.

Payment of Convenience Class Claims

(b) Each Unsecured Creditor with Unsecured Claims that are less than or equal to $15,000 in the aggregate shall be deemed to hold a Convenience Class Claim in the aggregate amount of such Unsecured Claims and in exchange for, and in full and final settlement of such Convenience Class Claim, CFFI shall pay a cash distribution equal to the full amount of such Unsecured Claims.

(c) Each Unsecured Creditor with Unsecured Claims in excess of $15,000 in the aggregate who delivers a duly completed and executed Convenience Class Claim Election to CFFI's legal counsel by the Election Deadline, shall be treated for all purposes as a Convenience Class Creditor and hold a Convenience Class Claim. In exchange for, and in full and final settlement of such Convenience Class Claims, CFFI shall pay a cash distribution equal to the Cash Elected Amount and, for greater certainty, such Convenience Class Creditors will be entitled to receive only the Cash Elected Amount and will not be entitled to any further consideration or distributions under the Plan.

(d) All Convenience Class Claims shall, and shall be deemed to be, thereafter irrevocably and finally extinguished and the holders of such Convenience Class Claims shall have no further right, title or interest in and to such Unsecured Claims.

Exchange of Subordinate Secured Debt for Contingent Value 'A' Rights

(e) In exchange for, and in full and final settlement of, the Subordinate Secured Debt, subject to the treatment of fractional interests in accordance with Section 3.1 of this Plan, CFFI shall deliver to each holder of Subordinate Secured Debt, in their capacity as such, one Contingent Value 'A' Right for each $1,000 of Secured Creditor Claims in respect of the Subordinate Secured Debt held by such holder of Subordinate Secured Debt (computed in Canadian dollars) as at the Effective Date. The Subordinate Secured Debt shall, and shall be deemed to be, thereafter irrevocably and finally extinguished and the holders of the Subordinate Secured Debt shall have no further right, title or interest in and to the Subordinate Secured Debt or the Secured Creditor Claims in respect of the Subordinate Secured Debt.

Exchange of Unsecured Claims for Contingent Value 'B' Rights

(f) In exchange for, and in full and final settlement of, any Unsecured Claims remaining following the extinguishment of Convenience Class Claims pursuant to Section 2.3(e) of this Plan, subject to the treatment of fractional interests in accordance with Section 3.1 of this Plan, CFFI shall deliver to each Unsecured Creditor (for the avoidance of doubt, excluding Convenience Class Creditors), in their capacity as such, a Contingent Value 'B' Right for each $1,000 of Unsecured Claims held by such Unsecured Creditor (computed in Canadian dollars) as at the Effective Date. Such Unsecured Claims shall, and shall be deemed to be, thereafter irrevocably and finally extinguished and the Unsecured Creditors shall have no further right, title or interest in and to such Unsecured Claims.

Transfer of NPC I LP Interests and NPC I Receivables

(g) The NPC I LP Interests and NPC I Receivables shall be, and shall be deemed to be, transferred for and acquired by, NPC I SPVCo (free and clear of all Encumbrances of any kind whatsoever) and NPC I SPVCo shall issue and deliver the NPC I SPVCo Shares to CFFI in payment and satisfaction for the NPC I LP Interests and NPC I Receivables, and such NPC I SPVCo Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(h) The amount added to the capital account for the NPC I SPVCo Shares in respect of the share issuance in 2.3(g) shall be equal to the NPC I LP Interests Value.

(i) CFFI shall cease to be a holder of the NPC I LP Interests and the name of CFFI shall be removed from the registers of holders of NPC I LP Interests, and NPC I SPVCo shall become the holder of all issued and outstanding NPC I LP Interests.

Transfer of NPC H LP Interests and NPC H Receivables

(j) The NPC H LP Interests and NPC H Receivables shall be, and shall be deemed to be, transferred for and acquired by, NPC H SPVCo (free and clear of all Encumbrances of any kind whatsoever) and NPC H SPVCo shall issue and deliver the NPC H SPVCo Shares to CFFI in payment and satisfaction for the NPC H LP Interests and NPC H Receivables, and such NPC H SPVCo Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(k) The amount added to the capital account for the NPC H SPVCo Shares in respect of the share issuance in 2.3(j) shall be equal to the NPC H LP Interests Value.

(l) CFFI shall cease to be a holder of the NPC H LP Interests and the name of CFFI shall be removed from the registers of holders of NPC H LP Interests, and NPC H SPVCo shall become the holder of all issued and outstanding NPC H LP Interests.

Transfer of Sandpiper Interests and Sandpiper Receivables

(m) The Sandpiper LP Interests and Sandpiper Receivables shall be, and shall be deemed to be, transferred for and acquired by, Sandpiper SPVCo (free and clear of all Encumbrances of any kind whatsoever) and Sandpiper SPVCo shall issue and deliver the Sandpiper SPVCo Shares to CFFI in payment and satisfaction for the Sandpiper LP Interests and Sandpiper Receivables, and such Sandpiper SPVCo Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(n) The amount added to the capital account for the Sandpiper SPVCo Shares in respect of the share issuance in 2.3(m) shall be equal to the Sandpiper LP Interests Value.

(o) CFFI shall cease to be a holder of the Sandpiper LP Interests and the name of CFFI shall be removed from the registers of holders of Sandpiper LP Interests, and Sandpiper SPVCo shall become the holder of all issued and outstanding Sandpiper LP Interests.

Transfer of Metric LP Interests and Metric Receivables

(p) The Metric LP Interests and Metric Receivables shall be, and shall be deemed to be, transferred for and acquired by, Metric SPVCo (free and clear of all Encumbrances of any kind whatsoever) and Metric SPVCo shall issue and deliver the Metric SPVCo Shares to CFFI in payment and satisfaction for the Metric LP Interests and Metric Receivables, and such Metric SPVCo Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(q) The amount added to the capital account for the Metric SPVCo Shares in respect of the share issuance in 2.3(p) shall be equal to the Metric LP Interests Value.

(r) CFFI shall cease to be a holder of the Metric LP Interests and the name of CFFI shall be removed from the registers of holders of Metric LP Interests, and Metric SPVCo shall become the holder of all issued and outstanding Metric LP Interests.

Asset Conveyance to New Holdco

(s) All CFFI Assets shall be, and shall be deemed to be, transferred to and acquired by New Holdco (free and clear of all Encumbrances of any kind whatsoever) and in payment and satisfaction in full of the purchase price for the CFFI Assets, New Holdco shall assume the Assumed Contractual Liabilities, which shall be assigned, transferred and novated to New Holdco, and issue and deliver to CFFI the New Holdco Share Consideration, and such New Holdco Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(t) The amount added to the capital account for the New Holdco Shares in respect of the share issuance in 2.3(s) shall be equal to the CFFI Asset Value.

(u) CFFI shall cease to be a holder of the Transferred Equity Interests and the name of CFFI shall be removed from the registers of holders of Transferred Equity Interests, and New Holdco shall become the holder of all issued and outstanding Transferred Equity Interests.

AcquireCo Acquires New Holdco

(v) Each New Holdco Share that is issued and outstanding immediately following the share issuance in 2.3(s) shall be, and shall be deemed to be, transferred to and acquired by, AcquireCo (free and clear of all Encumbrances of any kind whatsoever) in exchange for the assignment, transfer and novation to AcquireCo of (i) the Assumed Priority Secured Debt Obligations, (ii) the Assumed Contingent Value Rights Obligations, and (iii) the Assumed Employee Liabilities.

(w) The terms and conditions of the Assumed Priority Secured Debt Obligations shall be amended, and deemed to be amended, to the extent necessary to provide that all of the Assumed Priority Secured Debt Obligations (including, for the avoidance of doubt, any accrued and unpaid interest) as of the Effective Date will be treated as the principal amount owing from AcquireCo to the Secured Creditors, along with such other amendments as AcquireCo and the applicable Secured Creditor(s) may agree in writing in their sole discretion, and such Assumed Priority Secured Debt Obligations shall be novated, and deemed to be novated, accordingly.

(x) All rights, whether direct or indirect, and whether or not exercised, of any Secured Creditor pursuant to any Debt Document, in respect of any and all and any part of the Equity Interests of CFFI, including for greater certainty the power of attorney, the pledge and any other rights of HPS and the HPS Secured Creditors to, directly or indirectly, hold, acquire, vote, control the voting rights or the direction, management and policies of CFFI shall immediately be, and be deemed to be, revoked and terminated with no further force or effect, subject to the provisions of this Plan.

(y) CFFI shall cease to be a holder of such New Holdco Shares and the name of CFFI shall be removed from the register of holders of New Holdco Shares, and AcquireCo shall become the holder of all issued and outstanding New Holdco Shares.

Fees and Expenses

(z) CFFI shall pay in full in cash the outstanding reasonable and documented fees and expenses of the advisors to the Applicant and to the HPS Parties pursuant to the terms and conditions of the Support Agreement.

Releases

(aa) The releases referred to in Article 4 shall become effective.

2.4 Subordinate Secured Debt

For the avoidance of doubt, upon the assumption of the Assumed Priority Secured Debt Obligations pursuant to Section 2.3, to the extent that any Secured Creditor Claim is comprised of both Priority Secured Debt and Subordinate Secured Debt, the holder of such Secured Creditor Claims shall hold a limited recourse claim against AcquireCo or its assignee(s), enforceable solely against the CFFI Assets that are the subject of its Priority Security Interest, and shall have no other recourse for such Secured Debt against AcquireCo or its assignee(s) (on a secured or unsecured basis) or any other assets of AcquireCo or its assignee(s).

2.5 Securities Law Matters

The Applicant intends that the issuance and distribution, pursuant to this Plan, of the New Holdco Share Consideration issued upon the completion of 2.3(s) becoming effective and the Contingent Value 'A' Rights and Contingent Value 'B' Rights issued in exchange for the Subordinate Secured Debt and the Unsecured Claims (other than Convenience Class Claims), respectively, shall be exempt from the prospectus requirements of Canadian Securities Laws, to the extent applicable, pursuant to Section 2.11 of National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators.

2.6 Post-Effective Date Matters

From and after the Effective Date, all Persons shall be deemed, without any further act or formality required on the part of such Persons, to have consented and agreed to the future assignment or transfer of all or any part of the CFFI Assets to an Affiliate of AcquireCo provided that the transferor of the CFFI Assets receives consideration having a value at least equal to the value of the transferred CFFI Assets (the "**Post-Effective Date Reorganization Transaction**").

ARTICLE 3
IMPLEMENTATION OF ARRANGEMENT

3.1 Fractional Interests

No fractional NPC I SPVCo Shares, NPC H SPVCo Shares, Sandpiper SPVCo Shares, New Holdco Shares, Contingent Value 'A' Rights or Contingent Value 'B' Rights shall be issued under this Plan, and fractional share interests shall not entitle the owner thereof to vote or to any rights of a holder of NPC I SPVCo Shares, NPC H SPVCo Shares, Sandpiper SPVCo Shares, New Holdco Shares or claims (whether actual or contingent, and whether or not previously asserted) of any Person with respect to fractional NPC I SPVCo Shares, NPC H SPVCo Shares, Sandpiper SPVCo Shares, New Holdco Shares, Contingent Value 'A' Rights or Contingent Value 'B' Rights pursuant to this Plan shall be rounded down to the nearest whole number of NPC I SPVCo Shares,

NPC H SPVCo Shares, Sandpiper SPVCo Shares, New Holdco Shares, Contingent Value 'A' Rights or Contingent Value 'B' Rights, as applicable, without compensation therefor.

3.2 Calculations

All calculations and determinations made by the Applicant for the purposes of this 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.

ARTICLE 4
RELEASES

4.1 Release of Released Parties and Extinguishment of Affected Equity Claims

At the applicable time pursuant to Section 2.3, each of the Released Parties shall be released and discharged from all present and future actions, causes of action, 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 Debt, the Debt Documents, the Support Agreement, this Plan, these proceedings, the transactions contemplated hereunder and any proceedings commenced with respect to or in connection with this Plan and any other actions or matters related directly or indirectly to the foregoing, provided that nothing in this paragraph shall release or discharge (i) any of the Released Parties from or in respect of its obligations under this Plan or the Support Agreement, (ii) AcquireCo or its assignee(s) from or in respect of its obligations pursuant to (A) the Assumed Priority Secured Debt Obligations, (B) the Assumed Contingent Value Rights Obligations under the Contingent Value Rights Certificates, (C) the Assumed Employee Liabilities, (D) the Transferred Receivables and (E) the Assumed Contractual Liabilities or (iii) any Released Party from liabilities or claims attributable to any Released Party's fraud, wilful misconduct, criminal act or criminal omission, as determined by the final, non-appealable judgment of a court of competent jurisdiction.

4.2 Injunctions

All Persons are permanently and forever barred, estopped, stayed and enjoined, on and after the Effective Date, with respect to any and all Released Claims, from (i) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever against the Released Parties, as applicable, or commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever that could result in a claim for contribution of indemnity from a Released Party in respect of any and all Released Claims; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the Released Parties; (iii) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Encumbrance of any kind against the Released Parties or their property; or (iv) taking any actions to interfere with the implementation or consummation of this Plan; provided, however, that the foregoing shall not apply to the enforcement of any obligations under this Plan.

ARTICLE 5
CONDITIONS PRECEDENT TO PLAN IMPLEMENTATION

5.1 Conditions Precedent to Implementation of this Plan

The implementation of this Plan shall be conditional upon the fulfillment, satisfaction or waiver of the following conditions precedent:

(a) the Court shall have granted the Final Order and the Final Order shall have become a final order, the implementation, operation or effect of which shall not have been stayed, varied in a manner not acceptable to the Applicant, vacated or subject to pending appeal and as to which order any appeal periods relating thereto shall have expired;

(b) no Law shall have been passed and become effective, the effect of which makes the consummation of this Plan illegal or otherwise prohibited; and

(c) all conditions to implementation of this Plan set out in the Support Agreement shall have been satisfied or waived by the applicable parties pursuant to the terms of the Support Agreement.

5.2 Effectiveness

This Plan will become effective in the sequence described in Section 2.3 on the filing of the Arrangement Filings with the Registrar, and shall be binding on and enure to the benefit of the CFFI Entities, the Debtholders, HPS, the Released Parties, the directors and officers of the CFFI Entities and all other Persons named or referred to in, or subject to, this Plan and their respective successors and assigns and their respective heirs, executors, administrators and other legal representatives, successors and assigns. The Arrangement Filings shall be filed with respect to the Arrangement in its entirety. The confirmation of filing of the Arrangement Filings with the Registrar shall be conclusive evidence that the Arrangement has become effective and that each of the provisions in Section 2.3 has become effective in the sequence set forth therein. No portion of this Plan shall take effect with respect to any party or Person until the Effective Time.

ARTICLE 6
MISCELLANEOUS

6.1 Waiver of Defaults

From and after the Effective Time, all Persons shall be deemed to have consented and agreed to all of the provisions of this Plan in its entirety. Without limiting the foregoing, all Persons shall be deemed to have:

(a) waived any and all defaults or events of default, rights or any non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any Organizational Document, Shareholder Agreement, contract, instrument, credit document, lease, licence, guarantee, agreement for sale or other agreement, written or oral, in each case relating to, arising out of, or in connection with, the Debt or the Debt Documents, the Support Agreement, the

Arrangement, this Plan, the transactions contemplated hereunder, any proceedings commenced with respect to or in connection with this Plan and any and all amendments or supplements thereto, and any Post-Effective Date Reorganization Transaction, except as expressly provided for in this Plan. Any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection with any of the foregoing shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall be deemed to excuse the CFFI Entities and their respective successors from performing their obligations under this Plan; and

(b) agreed that, if there is any conflict between the provisions of any agreement or other arrangement, written or oral, existing between such Person and the CFFI Entities and the provisions of this Plan, then the provisions of this Plan take precedence and priority and the provisions of such agreement or other arrangement are deemed to be amended accordingly.

6.2 Amendments to the Plan of Arrangement

Subject to the terms and conditions of the Support Agreement, the Interim Order and the Final Order:

(a) the Applicant, subject to the prior written consent of the HPS Parties, reserves the right to amend, restate, modify and/or supplement this Plan at any time and from time to time, provided that (except as provided in subsection (c) below) any such amendment, restatement, modification or supplement must be contained in a written document that is (i) filed with the Court (either before or as soon as practicable following the Meetings provided that written copies of any such amendments, restatements, modifications or supplements are provided at the Meetings) and, if made following the Meetings, approved by the Court, and (ii) communicated to the Debtholders in the manner required by the Court (if so required);

(b) any amendment, modification or supplement to this Plan may be proposed by the Applicant, subject to the prior written consent of the HPS Parties, at any time prior to or at the Meetings, with or without any prior notice or communication (other than as may be required under the Interim Order), and if so proposed and accepted at the Meetings, subject to the prior written consent of the HPS Parties, shall become part of this Plan for all purposes; and

(c) any amendment, modification or supplement to this Plan may be made following the Meetings by the Applicant, subject to the prior written consent of the HPS Parties, without requiring filing with, or approval of, the Court, provided that it concerns a matter which is of an administrative nature and is required to better give effect to the implementation of this Plan and is not materially adverse to the financial or economic interests of any of the Debtholders.

6.3 Consents, Waivers and Agreements

At the Effective Time, each Debtholder and any other Person affected by this Plan will be deemed to have consented and agreed to all of the provisions of this Plan in its entirety. Without limitation to the foregoing, each Debtholder and any other Person affected by this Plan will be deemed:

(a) to have executed and delivered to the Applicant all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety;

(b) to have waived any non-compliance or default by the CFFI Entities with or of any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Debtholder or other Person and the CFFI Entities with respect to the Debt or the Debt Documents that has occurred or exists on or prior to the Effective Time; and

(c) to have agreed that, if there is any conflict between the provisions of any such agreement and the provisions of this Plan, then the provisions of this Plan take precedence and priority and the provisions of such agreement or other arrangement are deemed to be amended accordingly.

6.4 Paramountcy

On and from the Effective Time, any conflict between this Plan and the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any Organizational Document, Shareholder Agreement, contract, mortgage, security agreement, indenture, trust indenture, loan agreement, support agreement, commitment letter or other agreement, written or oral, and any and all amendments or supplements thereto, existing between the Applicant and any other Person, in each case as at the Effective Date will be deemed to be governed by the terms, conditions and provisions of this Plan and the Final Order, which shall take precedence and priority.

6.5 Deeming Provisions

In this Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

6.6 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall reflect this Plan and may, subject as hereinafter provided, be made or given by the Person making or giving it or by any agent of such Person authorized for that purpose by personal delivery, by prepaid mail or by e-mail addressed to the respective parties as follows:

(i) if to CFFI:

CFFI Ventures Inc.
1-741 Bedford Highway
Bedford, Nova Scotia
B4A 3Z7

Attention: Nanci Rorabeck
Email: nrorabeck@cffi.com

With a required copy (which shall not be deemed notice) to:

McInnes Cooper
1969 Upper Water Street, Suite 1300
McInnes Cooper Tower – Purdy's Wharf
Halifax, Nova Scotia
B3J 3JR

Attention: Ben Pryde & Stephen Kingston
Email: ben.pryde@mcinnescooper.com;
stephen.kingston@mcinnescooper.com

(ii) if to the HPS Parties:

HPS Investment Partners LLC
40 West 57th Street
33rd Floor
New York, New York 10019

Attention: Jeffrey Fitts, Shant Babikian & Mayu Sris
Email: jeffrey.fitts@hpspartners.com;
shant.babikian@hpspartners.com; mayu.sris@hpspartners.com

With a required copy (which shall not be deemed notice to):

Cox & Palmer
Nova Centre, South Tower, Suite 1500 – 1625 Grafton Street
Halifax NS B3J 0E8

Attention: Gavin MacDonald
Email: gmacdonald@coxandpalmer.com

or to such other address as any party above may from time to time notify the others in accordance with this Section 6.6. In the event of any strike, lock-out or other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery or by email and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been given or made. Any such notices and communications so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of emailing, provided that such day in either event is a Business Day and the communication is so delivered or emailed before 5:00 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. The unintentional failure by the Applicants to give a notice contemplated hereunder to any

particular Debtholder shall not invalidate this Plan or any action taken by any Person pursuant to this Plan.

6.7 Further Assurances

Notwithstanding that the transactions and events set out herein will occur and be deemed to occur in the order set out in this Plan without any further act or formality, each of the Persons named or referred to in, affected by or subject to, this Plan will make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them to carry out the full intent and meaning of this Plan and to give effect to the transactions contemplated herein.

Schedule A

Assumed Contracts

1. Lease Agreement and Service Contract between CFFI Ventures Inc. and MMP Office Interiors Inc. dated as of January 26, 2021, as may have been amended, supplemented and/or varied from time to time;

2. Lease between CFFI Ventures Inc. and Micco Companies Limited dated as of February 1, 2021, as amended by a Lease Amendment dated August 15, 2024, and as may have been further amended, supplemented and/or varied from time to time;

3. Bell Mobility Services Agreement between CFFI Ventures Inc. and Bell Mobility Inc., as amended by an Amendment to the Bell Mobility Services Agreement and as may have been further amended, supplemented and/or varied from time to time;

4. Master Communications Agreement (Retail) between CFFI Ventures Inc. and Bell Canada dated as of November 21, 2024, as may have been amended, supplemented and/or varied from time to time;

5. Services Contract (ABM Advantage Strategy) between CFFI Ventures Inc. and ABM Integrated Solutions dated as of February 1, 2021, as may have been amended, supplemented and/or varied from time to time;

6. Customer Agreement between CFFI Ventures Inc. and Iron Mountain Canada Operations ULC (d/b/a Iron Mountain Canada) dated January 20, 2021, as may have been amended, supplemented and/or varied from time to time.

EXHIBIT A

CONTINGENT VALUE 'A' RIGHTS CERTIFICATE

THIS CONTINGENT VALUE 'A' RIGHT HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR PURSUANT TO THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. ACCORDINGLY, THIS CONTINGENT VALUE 'A' RIGHT MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS EITHER REGISTERED UNDER THE ACT AND APPLICABLE STATE LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

CFFI VENTURES INC.

CONTINGENT VALUE 'A' RIGHTS CERTIFICATE

Contingent Value 'A' Rights Certificate No. _____*[CVR-A[•]]*_____

THIS IS TO CERTIFY THAT _____ is the registered holder of _____ Class 'A' Contingent Value Rights, each entitling such holder to receive a contingent cash payment from CFFI Ventures Inc., a corporation existing under the laws of Nova Scotia (the "**Company**"), on the terms and subject to the conditions set forth in this Contingent Value 'A' Rights certificate (the "**Certificate**").

This Certificate is issued pursuant to a plan of arrangement under Section 130 of the *Companies Act* (Nova Scotia) (as it may be amended or supplemented from time to time pursuant to the terms thereof, the "**Plan of Arrangement**"), whereby, among other things, the holders of Subordinate Secured Debt (as defined in the Plan of Arrangement) as of immediately prior to the Effective Time will become entitled to receive a contingent cash payment on the terms and subject to the conditions set forth herein (each, a "**Contingent Value 'A' Right**"), in exchange and as consideration for the full and final settlement of the Subordinate Secured Debt held by such holders as at the Effective Date, pursuant to the terms of the Plan of Arrangement.

1. INTERPRETATION

1.1 Definitions. Capitalized terms used in this Certificate shall have the meanings ascribed to them below:

(a) "**Affiliate**" means, with respect to any Person, any other Person directly or indirectly, controlling, controlled by, or under common control with, such Person. For this purpose, "control" (including, the terms "controlling", "controlled" "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise;

(b) "**Board of Directors**" means the board of directors of the Company from time to time;

(c) "**Business Day**" means any day, other than a Saturday, a Sunday or a day on which banks are required or authorized to remain closed in Halifax, Nova Scotia, Canada;

(d) "**Certificate**" has the meaning set forth in the recitals hereto;

(e) "**CFFI Assets**" has the meaning set forth in the Plan of Arrangement.

(f) "**CFFI Assets Mark-to-Market Value**" means, at the applicable time, the fair market value of the CFFI Assets then held, as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(g) "**CFFI Assets Net Realized Value**" means, at the applicable time, without duplication, the aggregate amount of cash and the fair market value of any non-cash consideration received by the Company since the Effective Date on account of (i) any dividend or other distribution, direct or indirect, paid to the Company on account of any of the Transferred Equity Interests and (ii) any sale, transfer or other disposition by the Company to any Person of any CFFI Assets, including any of the Transferred Equity Interests or Transferred Tangible Property, net of any costs or expenses directly incurred in connection therewith (with any escrowed, held-back or withheld amounts included only when released to the Company), in each case as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(h) "**CFFI Assets Value**" means, at any given time, the sum of (i) the CFFI Assets Mark-to-Market Value and (ii) the CFFI Assets Net Realized Value.

(i) "**CFFI Minimum Asset Value**" means $[•].[1]

(j) "**Company**" has the meaning set forth in the recitals hereto;

(k) "**Company Permitted Assignee**" has the meaning set forth in Section 4.3;

(l) "**Contingent Value 'A' Maximum Payment Amount**" means $[•][2], being the maximum aggregate amount that may be paid to all Holders of Contingent Value 'A' Rights.

(m) "**Contingent Value 'A' Payment**" has the meaning set forth in Section 2.9(b);

(n) "**Contingent Value 'A' Payment Date**" means a date determined by the Company that is no later than forty (40) Business Days after the end of the applicable Contingent Value 'A' Payment Period;

(o) "**Contingent Value 'A' Payment Determination Date**" means the last calendar day of each Contingent Value 'A' Period;

(p) "**Contingent Value 'A' Payment Determination Time**" has the meaning set forth in the definition of "**Contingent Value 'A' Payment Per Right**";

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[1] Will be the value of the Note Purchase Agreement liability but for implementation of the Plan of Arrangement.

[2] Will be the value of the applicable holder's Subordinate Secured Debt but for implementation of the Plan of Arrangement.

(q) "**Contingent Value 'A' Payment Notice**" has the meaning set forth in Section 2.9(a);

(r) "**Contingent Value 'A' Payment Per Right**" means, with respect to any Contingent Value 'A' Payment Period, an amount equal to the Contingent Value 'A' Payment Pool calculated for the applicable Contingent Value 'A' Payment Period divided by the total number of Contingent Value 'A' Rights issued and outstanding as of 11:59 p.m. on December 31 of the applicable Contingent Value 'A' Payment Period (the "**Contingent Value 'A' Payment Determination Time**");

(s) "**Contingent Value 'A' Payment Periods**" means each consecutive financial year of the Company ending on December 31; provided that, the first Contingent Value 'A' Payment Period shall commence on the Effective Date and the last Contingent Value 'A' Payment Period shall end on the Termination Date;

(t) "**Contingent Value 'A' Payment Pool**" means, with respect to any Contingent Value 'A' Payment Period, an amount equal to 15% of the Company's Gross Profit for such Contingent Value 'A' Payment Period, net of any deduction of allowances for reserves as in the opinion of the Board of Directors, acting reasonably and in good faith, are required to or are prudent to maintain to fund the operations and liabilities of the Company and its subsidiaries; provided that, the Contingent Value 'A' Payment Pool for any given Contingent Value 'A' Payment Period shall never exceed the Contingent Value 'A' Payment Pool Annual Maximum for any Contingent 'A' Payment Period;

(u) "**Contingent Value 'A' Payment Pool Annual Maximum**" means, with respect to any Contingent Value 'A' Payment Period, the excess (if any) of the CFFI Assets Value over the CFFI Minimum Asset Value, as calculated on the Contingent Value 'A' Payment Determination Date;

(v) "**Contingent Value 'A' Right**" has the meaning set forth in the recitals hereto;

(w) "**Contingent Value 'A' Rights Register**" has the meaning set forth in Section 2.7;

(x) "**Effective Date**" has the meaning set forth in the Plan of Arrangement;

(y) "**Effective Time**" has the meaning set forth in the Plan of Arrangement;

(z) "**Extraordinary Resolution**" has the meaning set forth in Section 3.12;

(aa) "**Governmental Entity**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or axing authority or power;

(bb) "**Gross Profit**" means, for any Contingent Value 'A' Payment Period, the amount equal to: (i) realized gains and income recognized by the Company in profit or loss from (i) the disposition of assets, subsidiaries or other investments (including shares, limited partnership units, debt instruments and intangible assets), measured as the aggregate consideration received; and (ii) investment income, including interest, dividends and partnership or fund distributions, in each case to the extent recognized in profit or loss under US GAAP; minus (b) all expenses, costs and charges of the Company incurred or recognized in such period under US GAAP, whether direct or indirect, operating or non-operating, including, without limitation, selling, general and administrative expenses (including employee salaries, benefits and any other employment-related costs), occupancy and insurance, information technology, professional fees and advisory or success fees, brokerage fees, severance, retention and change-in-control payments, transaction expenses (including transfer taxes and other transaction-related taxes), depreciation and amortization, impairment charges and write-downs, financing and interest costs, foreign exchange losses, and income, capital gains and other taxes;

(cc) "**Holder**" means, as the context requires, the holder of this Certificate and any Person in whose name a Contingent Value 'A' Right is registered in the Contingent Value 'A' Register at the applicable time;

(dd) "**Interim Order**" has the meaning set forth in the Plan of Arrangement;

(ee) "**Note Purchase Agreement**" has the meaning set forth in the Plan of Arrangement;

(ff) "**Note Purchase Agreement Debt Documents**" has the meaning set forth in the Plan of Arrangement;

(gg) "**Person**" means any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

(hh) "**Plan of Arrangement**" has the meaning set forth in the recitals hereto;

(ii) "**Termination Date**" means December 31, 2031;

(jj) "**Transferred Equity Interests**" has the meaning set forth in the Plan of Arrangement;

(kk) "**Transferred Tangible Property**" has the meaning set forth in the Plan of Arrangement;

(ll) "**US GAAP**" means generally accepted accounting principles in the United States as in effect from time to time, consistently applied throughout the periods involved;

1.2 Interpretation.

(a) Currency. All references to dollars or to $ are references to Canadian dollars. For the purposes of converting various amounts from Canadian dollars to United States dollars or from United States dollars to Canadian dollars for the purposes of this Certificate, a Canadian dollar to United States dollar exchange rate shall be selected by the Board of Directors, acting reasonably.

(b) Gender and Number. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(c) Certain Phrases and References, etc. The words (a) "including," "includes" and "include" mean "including (or includes or include) without limitation," (b) "or" or "either" shall not be exclusive, and (c) "the aggregate of," "the total of," "the sum of," or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of." The phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not merely mean "if". Unless stated otherwise, "Article" and "Section" followed by a number or letter mean and refer to the specified Article or Section of this Certificate. The term "Certificate" and any reference in this Certificate to this Certificate or any other agreement or document includes, and is a reference to, this Certificate or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it.

(d) Statutes. Any reference to a statute refers to such statute and all rules and regulations made or promulgated under it, as it or they may have been or may from time to time be amended modified, supplemented or reenacted, including by succession of comparable successor laws, in each case unless expressly stated otherwise.

(e) Computation of Time. If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Certificate, then the first day of the period is not counted, but the day of its expiry is counted. Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day.

(f) Time References. Unless otherwise specified, all references to time herein mean local time, in Halifax, Nova Scotia.

(g) Accounting Matters. For the purposes of this Certificate, Gross Profit shall be derived from the Company's books and records and its financial statements prepared in good faith in accordance with US GAAP. The Company shall apply US GAAP and its accounting policies on a basis consistent with prior periods. Any change in accounting policies or practices (including as required by US GAAP) shall be reflected using a method that preserves comparability so that Gross Profit is not artificially increased or decreased by such change, with reasonable

adjustments made if necessary to achieve comparability, as conclusively determined by the Company acting reasonably.

2. TERMS OF CLASS "A" CONTINGENT VALUE RIGHTS

2.1 Contingent Value 'A' Right Payments. Each Contingent Value 'A' Right shall entitle the Holder thereof to receive from the Company, subject to Sections 2.3 and 2.4 and subject to the Company's right to make any applicable deductions or withholdings in accordance with Section 2.9(c), in respect of any Contingent Value 'A' Payment Period, an amount equal to the Contingent Value 'A' Payment Per Right, provided that:

(a) no amounts shall be paid, payable or accrue hereunder or to any Holder of Contingent Value 'A' Rights for such Contingent Value 'A' Payment Period unless the CFFI Assets Value as of the applicable Contingent Value 'A' Payment Determination Time is greater than the CFFI Minimum Asset Value; and

(b) the aggregate of all payments made to Holders of Contingent Value 'A' Rights shall not exceed the Contingent Value 'A' Maximum Payment Amount.

2.2 Holder of Contingent Value 'A' Rights not a Shareholder. Nothing in the holding of this Certificate, or otherwise, shall, in itself, confer or be construed as conferring upon the Holder any right or interest whatsoever as a shareholder of the Company, including, but not limited to, the right to vote at, to receive notice of, or to attend, meetings of shareholders of the Company or any other proceedings of the Company, or the right to dividends and other allocations.

2.3 Solvency Restrictions. Notwithstanding any other provision of this Certificate, the Company is not obligated to deliver any payments hereunder to the extent that it would be contrary to solvency requirements or any other provision of applicable law.

2.4 Contingent Value 'A' Rights to Rank Pari Passu. All Contingent Value 'A' Rights are direct unsecured contingent obligations of the Company and shall rank *pari passu* with each other, whatever may be the actual date of issue thereof. Apart from the foregoing, the Contingent Value 'A' Rights shall not confer on Holders any legal right or interest in any other property of the Company or its Affiliates or the Company.

2.5 Transfer and Ownership of Contingent Value 'A' Rights. Subject to Section 2.10, neither this Certificate nor any right or interest hereunder shall be assignable by the Holder, his beneficiaries, dependents or legal representatives without the Company's prior written consent, which may be withheld or conditioned in its sole discretion.

2.6 Ownership of Rights. The Company may deem and treat the registered Holder of this Certificate as the absolute owner of the Contingent Value 'A' Rights represented hereby for all purposes and the Company shall not be affected by any notice or knowledge to the contrary, except where the Company is required to take notice by statute or by order of a court of competent jurisdiction.

2.7 Register. The Company shall maintain a register (the "Contingent Value 'A' Right Register") which shall include (without limitation) the following information for each

Holder: (i) the name and mailing address of each Holder and (ii) the number of Contingent Value 'A' Rights issued to each Holder pursuant to the Plan of Arrangement.

2.8 Issue in Substitution for Certificates Lost, etc.

(a) If this Certificate becomes mutilated or is lost, destroyed or stolen, the Company, subject to applicable law, shall issue and deliver, a new Certificate of like tenor, and bearing the same legend, if applicable, as the one mutilated, lost, destroyed or stolen in exchange for and in place of and upon cancellation of such mutilated Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Certificate, and the substituted Certificate shall be entitled to the benefits hereof.

(b) The applicant for the issue of a new Certificate pursuant to this Section 2.8 shall bear the cost of the issue thereof and in case of loss, destruction or theft shall, as a condition precedent to the issuance thereof, furnish to the Company such evidence of ownership and of the loss, destruction or theft of the Certificate so lost, destroyed or stolen as shall be satisfactory to the Company, in its sole discretion, acting reasonably, and such applicant shall also be required to furnish an indemnity and surety bond in amount and form satisfactory to the Company, in its sole discretion, and shall pay the reasonable charges of the Company in connection therewith.

2.9 Payment Procedures.

(a) Within twenty (20) Business Days of the end of a Contingent Value 'A' Payment Period, the Company shall provide each Holder with written notice (the "**Contingent Payment Notice**") setting out: (a) the Contingent Value 'A' Payment Per Right for that Contingent Value 'A' Payment Period (if any) (net of any applicable deductions or withholdings pursuant to Section 2.9(c)) and (b) the Contingent Value 'A' Payment Date of the applicable payment.

(b) On or before 11:00 a.m. (Eastern time) on the Business Day immediately prior to the applicable Contingent Value 'A' Payment Date, the Company shall send by first-class mail (postage prepaid) to the address of the Holder of the Contingent Value 'A' Rights last appearing on the register pursuant to Section 2.7 (or, in the event of the address not being so recorded, at the last known address of the Holder), a cheque in the name of such Holder representing the amount payable to the Holder in accordance with Section 2.1 (the "**Contingent Value 'A' Payment**"). Notwithstanding the aforementioned, the Company may, in its sole discretion, elect to make any payments hereunder by wire transfer to an account designated in writing by the Holder, provided that the Holder has delivered to the Company current and accurate wire transfer details upon the Company's request. If the Holder fails to deliver such wire transfer details within a reasonable time following the Company's request, the Company shall send the payment by cheque to the Holder's last known address as recorded in the register pursuant to Section 2.7 (or, if no such address is recorded, to the last known address of the Holder) and the Holder shall be deemed to waive any claims, liabilities or damages arising from non-delivery, delay, or other issues resulting from the use of such delivery method.

(c) The Company (and any applicable Affiliate) shall be entitled to deduct and withhold from any amounts or property to be issued, paid, assigned or conveyed hereunder, such amounts as the Company is required to deduct and withhold with respect to such payment or transfer under the *Income Tax Act* (Canada) or any provision of federal, provincial, state, local or foreign tax law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the relevant Holder, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

(d) If any portion of any Contingent Value 'A' Payment remains undistributed to a Holder twelve (12) months after the delivery date of the Contingent Value 'A' Payment Notice, such Holder shall be entitled to look to the Company (subject to abandoned property, escheat and other similar applicable law) only as general creditors thereof with respect to the Contingent Value 'A' Payment payable hereunder, without any interest thereon. The Company shall not be liable to such Holder for any such consideration delivered in respect of a Contingent Value 'A' Right to a public official pursuant to any abandoned property, escheat or other similar applicable law.

(e) For the avoidance of doubt, no Contingent Value 'A' Payment shall accrue or become payable to any Holder with respect to any Contingent Value 'A' Payment Period unless the CFFI Assets Value as of the applicable Contingent Value 'A' Payment Determination Date is greater than the CFFI Minimum Asset Value.

2.10 Ability to Abandon Contingent Value 'A' Rights. A Holder may at any time, at such Holder's option, abandon all of such Holder's remaining rights in a Contingent Value 'A' Right by transferring such Contingent Value 'A' Right to the Company or any of its Affiliates without consideration therefor, which abandonment a Holder may effect by delivery of a written notice of such transfer and abandonment to the Company. Subject to applicable law, nothing in this Certificate shall prohibit the Company or any of its Affiliates from offering to acquire or acquiring any Contingent Value 'A' Rights for consideration from the Holders, in private transactions or otherwise, in its sole discretion. Any Contingent Value 'A' Rights acquired by the Company or any of its Affiliates shall be automatically deemed extinguished and no longer outstanding. Notwithstanding anything to the contrary herein, the Company and its Affiliates shall have no obligation to make any offer to acquire Contingent Value 'A' Rights on a pro rata basis or to extend any such offer to all Holders, and any such acquisition may be conducted selectively and at the sole discretion of the Company or its Affiliates.

2.11 Termination Date. At the Termination Date, this Certificate shall be cancelled and shall thereafter by null, void and of no effect; provided that, any unpaid Contingent Value 'A' Payments accrued prior to the Termination Date shall remain payable by the Company in accordance with Section 2.9.

3. MEETINGS OF HOLDERS

3.1 Right to Convene Meeting. The Company may at any time, and any Holders holding at least 66 2/3% of the Contingent Value 'A' Rights issued and outstanding at such time may, not more than once every two calendar years, convene a meeting of the Holders (the

"**Requisitioning Holder**"). Every such meeting shall be held in Halifax, Nova Scotia; provided, that, any meeting held pursuant to this Article 3 may be held through a virtual or electronic meeting platform.

3.2 Notice of Meetings. At least ten days' and not more than 60 days' prior written notice of any meeting of the Holders shall be given to the Holders by ordinary post addressed to such Holders at their post office addresses appearing on the Contingent Value 'A' Right Register hereinbefore mentioned. Such notice must state the time when and the place where the meeting is to be held and state briefly the general nature of the business to be transacted thereat and shall contain such information as is reasonably necessary to enable the Holders to make a reasoned decision on the matter.

3.3 Chair. An individual (who need not be a Holder) designated in writing by the Company (if it calls the meeting) shall be the chair of the meeting and if no individual is so designated, or if the individual so designated is not present within fifteen (15) minutes from the time fixed for the holding of the meeting, Holders present in person or by proxy shall choose an individual present to be chair.

3.4 Quorum. At any meeting of the Holders a quorum shall consist of Holders present in person or by proxy and holding more than 50% of the aggregate number of then outstanding Contingent Value 'A' Rights. If a quorum is not present within thirty (30) minutes from the time fixed for holding any meeting, no business shall be transacted at the meeting and the meeting, if summoned by the Holders, shall be dissolved; but in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day in which case it shall be adjourned to the next following Business Day) at the same time and place and the Company shall be required to give notice in respect of such adjourned meeting's new date and time. Any business may be brought before or dealt with at an adjourned meeting which might have been dealt with at the original meeting in accordance with the notice calling the same. At the adjourned meeting the Holders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened, notwithstanding that they may not hold more than 50% of the aggregate number of all then outstanding Contingent Value 'A' Rights.

3.5 Power to Adjourn. The chair of any meeting at which a quorum is present may, with the consent of the meeting, adjourn any such meeting, and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

3.6 Show of Hands. Unless a poll is demanded or required as provided in Section 3.7, every question submitted to a meeting shall be decided in the first place by a majority of the votes given on a show of hands, a declaration by the chair that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

3.7 Poll. On every Extraordinary Resolution, and on any other question submitted to a meeting and after a vote by show of hands when demanded by the chair or by one or more of the Holders acting in person or by proxy and holding in the aggregate at least 5% of all the Contingent Value 'A' Rights then outstanding, a poll must be taken in such manner as the

chair directs. Questions other than those required to be determined by Extraordinary Resolution shall be decided by a majority of the votes cast on the poll.

3.8 Voting.

(a) On a show of hands, every Person who is present and entitled to vote, whether as a Holder or as proxy for one or more Holders or both, shall have one vote in respect of each Contingent Value 'A' Right held or represented by proxy. On a poll, each Holder present in person or represented by a proxy duly appointed by an instrument in writing shall be entitled to one vote in respect of each Contingent Value 'A' Right held or represented by it. A proxy need not be a Holder. In the case of joint Holders of a Contingent Value 'A' Right, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others; but in case more than one of them is present in person or by proxy, they must vote together in respect of the Contingent Value 'A' Rights of which they are joint Holders. The chair of any meeting shall be entitled, both on a show of hands and on a poll, to vote in respect of any Contingent Value 'A' Rights, if any, held or represented by him, but shall not have a second or deciding vote.

(b) Any resolution proposed to be passed at a meeting of the Holders (including an adjourned meeting) duly convened and held in accordance with the provisions of this Article 3 shall, except in the case of those matters expressly required to be approved by Extraordinary Resolution, be considered duly passed if approved by a majority of the Holders present in person or represented by proxy at the meeting.

3.9 Regulations.

(a) The Company may from time to time make or vary or restate such regulations as it shall from time to time think fit regarding the following:

(i) the setting of the record date for a meeting for the purpose of determining Holders entitled to receive notice of and to vote at the meeting;

(ii) the deposit of instruments appointing proxies at such place and time as the Company or the Holders convening the meeting, as the case may be, may in the notice convening the meeting direct;

(iii) the deposit of instruments appointing proxies at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxies to be mailed, telecopied or sent electronically before the meeting to the Company at the place where the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting;

(iv) the form of the instrument of proxy; and

(v) generally for the calling of meetings of Holders and the conduct of business thereat.

(b) Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Except as such regulations may provide, the only Persons who shall be recognized at any meeting as Holders, or as entitled to vote or be present at the meeting in respect thereof, shall be Holders and Persons whom Holders have by instrument in writing duly appointed as their proxies.

3.10 Company Representation. The Company, by its officers, directors, agents and employees and legal advisors, may attend any meeting of the Holders, and shall be recognized and given reasonable opportunity to speak to any resolutions proposed for consideration by the meeting, but shall not be entitled to vote thereat.

3.11 Powers Exercisable by Extraordinary Resolution.

Subject to applicable law, in addition to the powers conferred upon them by any other provisions of this Certificate or by law, the Holders at a meeting shall have the power, exercisable from time to time by Extraordinary Resolution:

(a) to sanction any modification, abrogation, alteration, compromise or arrangement of the rights of the Holders against the Company whether such rights arise under this Certificate; provided that, no such modification, abrogation, alteration, compromise or arrangement relating to this Certificate is effective unless approved in writing by the Company;

(b) to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Holders; provided that, no such amendment, alteration or repeal of any such Extraordinary Resolution is effective unless approved in writing by the Company; and

(c) to the extent required by any applicable laws or order of a court of competent jurisdiction, assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or other securities of the Company.

3.12 Meaning of Extraordinary Resolution. The expression "Extraordinary Resolution" when used in this Certificate means, subject as provided in in Section 3.14, a resolution passed, at a meeting of Holders duly convened and held in accordance with the provisions of this Article 3 by the affirmative votes of the Holders holding at least 66 2/3% of the aggregate number of all then outstanding Contingent Value 'A' Rights represented at the meeting and voted on a poll upon such resolution.

3.13 Powers Cumulative. Any one or more of the powers and/or any combination of the powers in this Certificate stated to be exercisable by the Holders by Extraordinary Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers or any combination of powers from time to time shall not be deemed to exhaust the

rights of the Holders to exercise the same or any other such power or combination of powers thereafter from time to time.

3.14 Instruments in Writing. All actions which may be taken and all powers which may be exercised by the Holders at a meeting held as provided in this Article 2.11 may also be taken and exercised by Holders holding at least 66 2/3% of the aggregate number of all then outstanding Contingent Value 'A' Rights by an instrument in writing signed in one or more counterparts by such Holders in person or by attorney duly appointed in writing, and the expression "Extraordinary Resolution" when used in this Certificate shall include an instrument so signed.

3.15 Binding Effect of Resolutions. Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article 3 at a meeting of Holders shall be binding upon all Holders, whether present at or absent from such meeting, and every instrument in writing signed by Holders in accordance with Section 3.14 shall be binding upon all Holders, whether signatories thereto or not, and each and every Holder (subject to the provisions for its indemnity herein contained) shall be bound to give effect accordingly to every such resolution, Extraordinary Resolution and instrument in writing.

4. GENERAL

4.1 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two Business Days after) it is sent by (a) confirmed e-mail; (b) overnight delivery; or (c) registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at [•] in the case of the Company, or the address set forth in the Contingent Value 'A' Right Register, in the case of the Holder.

4.2 Provisions of this Certificate and Contingent Rights for the Sole Benefit of Holder. Nothing in this Certificate, expressed or implied, shall give or be construed to give to any person other than the Company and the Holder, as the case may be, any legal or equitable right, remedy or claim under this Certificate, or under any covenant or provision herein or therein contained, all such covenants and provisions being for the sole benefit of the Company and the Holder.

4.3 Company Successors and Assigns. The Company may assign any or all of its rights, interests and obligations under this Certificate (a) to any Affiliate and (b) to any Person in connection with, or to implement, the Plan of Arrangement (each, a "**Company Permitted Assignee**"), in each case without the consent of the Holder. Except for an assignment effected by operation of law pursuant to the Plan of Arrangement, any Company Permitted Assignee shall, as a condition to such assignment, execute and deliver to the Holder a written instrument assuming and agreeing to be bound by all terms of this Certificate, including the due and punctual payment of all Contingent Value 'A' Payments and the due and punctual performance and observance of all covenants and obligations of the Company hereunder. Upon the effectiveness of any such assignment, (i) the assignee shall be deemed the "Company" for all purposes hereof and (ii) the assignor shall be released from further obligations hereunder arising after the effective time of such assignment, except for obligations that accrued prior thereto. This Section binds and inures to the benefit of the

Company and its successors and permitted assigns, and any successor or Company Permitted Assignee may rely on and further assign in accordance with this Section.

4.4 Governing Law. This Certificate shall be governed by and construed and interpreted in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein without giving effect to the conflicts of laws principles thereof and without reference to the laws of any other jurisdiction.

4.5 Entire Agreement. This Certificate, constitutes the entire agreement among the Company and the Holder hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Company and the Holder with respect to the subject matter hereof.

4.6 Further Assurances. The Company shall make, execute, endorse, acknowledge and deliver any amendments, modifications or supplements hereto and restatements hereof and any other agreements, instruments or documents, and take any and all such other actions, as may from time to time be reasonably requested by Holder to effect, confirm or further assure or protect and preserve the interests, rights and remedies of Holder pursuant to the terms of this Certificate.

[Signature page to follow]

IN WITNESS WHEREOF the Company has caused this Certificate to be signed by its duly authorized officer as of the Effective Date.

CFFI VENTURES INC.

Per: _____
(Authorized Signatory)

EXHIBIT B

CONTINGENT VALUE 'B' RIGHTS CERTIFICATE

THIS CONTINGENT VALUE 'B' RIGHT HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR PURSUANT TO THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. ACCORDINGLY, THIS CONTINGENT VALUE 'B' RIGHT MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS EITHER REGISTERED UNDER THE ACT AND APPLICABLE STATE LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

CFFI VENTURES INC.

CONTINGENT VALUE 'B' RIGHTS CERTIFICATE

Contingent Value 'B' Rights Certificate No. _____*[CVR-B[•]]*_____

THIS IS TO CERTIFY THAT _____ is the registered holder of _____ Class 'B' Contingent Value Rights, each entitling such holder to receive a contingent cash payment from CFFI Ventures Inc., a corporation existing under the laws of Nova Scotia (the "**Company**"), on the terms and subject to the conditions set forth in this Contingent Value 'B' Rights certificate (the "**Certificate**").

This Certificate is issued pursuant to a plan of arrangement under Section 130 of the *Companies Act* (Nova Scotia) (as it may be amended or supplemented from time to time pursuant to the terms thereof, the "**Plan of Arrangement**"), whereby, among other things, certain holders of Unsecured Claims (as defined in the Plan of Arrangement) as of immediately prior to the Effective Time will become entitled to receive a contingent cash payment on the terms and subject to the conditions set forth herein (each, a "**Contingent Value 'B' Right**"), in exchange and as consideration for the full and final settlement of the Unsecured Claims held by such holders as at the Effective Date, pursuant to the terms of the Plan of Arrangement.

1. INTERPRETATION

1.1 Definitions. Capitalized terms used in this Certificate shall have the meanings ascribed to them below:

(a) "**Affiliate**" means, with respect to any Person, any other Person directly or indirectly, controlling, controlled by, or under common control with, such Person. For this purpose, "control" (including, the terms "controlling", "controlled" "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise;

(b) "**Board of Directors**" means the board of directors of the Company from time to time;

(c) "**Business Day**" means any day, other than a Saturday, a Sunday or a day on which banks are required or authorized to remain closed in Halifax, Nova Scotia, Canada;

(d) "**Certificate**" has the meaning set forth in the recitals hereto;

(e) "**CFFI Assets**" has the meaning set forth in the Plan of Arrangement.

(f) "**CFFI Assets Mark-to-Market Value**" means, at the applicable time, the fair market value of the CFFI Assets then held, as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(g) "**CFFI Assets Net Realized Value**" means, at the applicable time, without duplication, the aggregate amount of cash and the fair market value of any non-cash consideration received by the Company since the Effective Date on account of (i) any dividend or other distribution, direct or indirect, paid to the Company on account of any of the Transferred Equity Interests and (ii) any sale, transfer or other disposition by the Company to any Person of any CFFI Assets, including any of the Transferred Equity Interests or Transferred Tangible Property, net of any costs or expenses directly incurred in connection therewith (with any escrowed, held-back or withheld amounts included only when released to the Company), in each case as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(h) "**CFFI Assets Value**" means, at any given time, the sum of (i) the CFFI Assets Mark-to-Market Value and (ii) the CFFI Assets Net Realized Value.

(i) "**CFFI Minimum Asset Value**" means $[•].[1]

(j) "**Company**" has the meaning set forth in the recitals hereto;

(k) "**Company Permitted Assignee**" has the meaning set forth in Section 4.3;

(l) "**Contingent Value 'B' Maximum Payment Amount**" means $[•][2], being the maximum aggregate amount that may be paid to all Holders of Contingent Value 'B' Rights.

(m) "**Contingent Value 'B' Payment**" has the meaning set forth in Section 2.9(b);

(n) "**Contingent Value 'B' Payment Date**" means a date determined by the Company that is no later than forty (40) Business Days after the end of the applicable Contingent Value 'B' Payment Period;

(o) "**Contingent Value 'B' Payment Determination Date**" means the last calendar day of each Contingent Value 'B' Period;

(p) "**Contingent Value 'B' Payment Determination Time**" has the meaning set forth in the definition of "**Contingent Value 'B' Payment Per Right**";

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[1] Will be the value of the Note Purchase Agreement liability but for implementation of the Plan of Arrangement.

[2] Will be the value of the applicable holder's Unsecured Claim but for implementation of the Plan of Arrangement.

(q) "**Contingent Value 'B' Payment Notice**" has the meaning set forth in Section 2.9(a);

(r) "**Contingent Value 'B' Payment Per Right**" means, with respect to any Contingent Value 'B' Payment Period, an amount equal to the Contingent Value 'B' Payment Pool calculated for the applicable Contingent Value 'B' Payment Period divided by the total number of Contingent Value 'B' Rights issued and outstanding as of 11:59 p.m. on December 31 of the applicable Contingent Value 'B' Payment Period (the "**Contingent Value 'B' Determination Time**");

(s) "**Contingent Value 'B' Payment Periods**" means each consecutive financial year of the Company ending on December 31; provided that, the first Contingent Value 'B' Payment Period shall commence on the Effective Date and the last Contingent Value 'B' Payment Period shall end on the Termination Date;

(t) "**Contingent Value 'B' Payment Pool**" means, with respect to any Contingent Value 'B' Payment Period, an amount equal to 15% of the Company's Gross Profit for such Contingent Value 'B' Payment Period, net of any deduction of allowances for reserves as in the opinion of the Board of Directors, acting reasonably and in good faith, are required to or are prudent to maintain to fund the operations and liabilities of the Company and its subsidiaries; provided that, the Contingent Value 'B' Payment Pool for any given Contingent Value 'B' Payment Period shall never exceed the Contingent Value 'B' Payment Pool Annual Maximum for any Contingent Value 'B' Payment Period;

(u) "**Contingent Value 'B' Payment Pool Annual Maximum**" means, with respect to any Contingent Value 'B' Payment Period, the excess (if any) of the CFFI Assets Value over the CFFI Minimum Asset Value, as calculated on the Contingent Value 'B' Payment Determination Date;

(v) "**Contingent Value 'B' Right**" has the meaning set forth in the recitals hereto;

(w) "**Contingent Value 'B' Rights Register**" has the meaning set forth in Section 2.7;

(x) "**Effective Date**" has the meaning set forth in the Plan of Arrangement;

(y) "**Effective Time**" has the meaning set forth in the Plan of Arrangement;

(z) "**Extraordinary Resolution**" has the meaning set forth in Section 3.12;

(aa) "**Governmental Entity**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or axing authority or power;

(bb) "**Gross Profit**" means, for any Contingent Value 'B' Payment Period, the amount equal to: (i) realized gains and income recognized by the Company in profit or loss from (i) the disposition of assets, subsidiaries or other investments (including shares, limited partnership units, debt instruments and intangible assets), measured as the aggregate consideration received; and (ii) investment income, including interest, dividends and partnership or fund distributions, in each case to the extent recognized in profit or loss under US GAAP; minus (b) all expenses, costs and charges of the Company incurred or recognized in such period under US GAAP, whether direct or indirect, operating or non-operating, including, without limitation, selling, general and administrative expenses (including employee salaries, benefits and any other employment-related costs), occupancy and insurance, information technology, professional fees and advisory or success fees, brokerage fees, severance, retention and change-in-control payments, transaction expenses (including transfer taxes and other transaction-related taxes), depreciation and amortization, impairment charges and write-downs, financing and interest costs, foreign exchange losses, and income, capital gains and other taxes;

(cc) "**Holder**" means, as the context requires, the holder of this Certificate and any Person in whose name a Contingent Value 'B' Right is registered in the Contingent Value 'B' Register at the applicable time;

(dd) "**Interim Order**" has the meaning set forth in the Plan of Arrangement;

(ee) "**Note Purchase Agreement**" has the meaning set forth in the Plan of Arrangement;

(ff) "**Note Purchase Agreement Debt Documents**" has the meaning set forth in the Plan of Arrangement;

(gg) "**Person**" means any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

(hh) "**Plan of Arrangement**" has the meaning set forth in the recitals hereto;

(ii) "**Support Agreement**" has the meaning set forth in the recitals hereto; and

(jj) "**Termination Date**" means December 31, 2031;

(kk) "**Transferred Equity Interests**" has the meaning set forth in the Plan of Arrangement;

(ll) "**Transferred Tangible Property**" has the meaning set forth in the Plan of Arrangement;

(mm) "**US GAAP**" means generally accepted accounting principles in the United States as in effect from time to time, consistently applied throughout the periods involved;

1.2 Interpretation.

(a) Currency. All references to dollars or to $ are references to Canadian dollars. For the purposes of converting various amounts from Canadian dollars to United States dollars or from United States dollars to Canadian dollars for the purposes of this Certificate, a Canadian dollar to United States dollar exchange rate shall be selected by the Board of Directors, acting reasonably.

(b) Gender and Number. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(c) Certain Phrases and References, etc. The words (a) "including," "includes" and "include" mean "including (or includes or include) without limitation," (b) "or" or "either" shall not be exclusive, and (c) "the aggregate of," "the total of," "the sum of," or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of." The phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not merely mean "if". Unless stated otherwise, "Article" and "Section" followed by a number or letter mean and refer to the specified Article or Section of this Certificate. The term "Certificate" and any reference in this Certificate to this Certificate or any other agreement or document includes, and is a reference to, this Certificate or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it.

(d) Statutes. Any reference to a statute refers to such statute and all rules and regulations made or promulgated under it, as it or they may have been or may from time to time be amended modified, supplemented or reenacted, including by succession of comparable successor laws, in each case unless expressly stated otherwise.

(e) Computation of Time. If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Certificate, then the first day of the period is not counted, but the day of its expiry is counted. Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day.

(f) Time References. Unless otherwise specified, all references to time herein mean local time, in Halifax, Nova Scotia.

(g) Accounting Matters. For the purposes of this Certificate, Gross Profit shall be derived from the Company's books and records and its financial statements prepared in good faith in accordance with US GAAP. The Company shall apply US GAAP and its accounting policies on a basis consistent with prior periods. Any change in accounting policies or practices (including as required by US GAAP) shall be reflected using a method that preserves comparability so that Gross Profit is not artificially increased or decreased by such change, with reasonable

adjustments made if necessary to achieve comparability, as conclusively determined by the Company acting reasonably.

2. TERMS OF CLASS "B" CONTINGENT VALUE RIGHTS

2.1 Contingent Value 'B' Right Payments. Each Contingent Value 'B' Right shall entitle the Holder thereof to receive from the Company, subject to Sections 2.3 and 2.4 and subject to the Company's right to make any applicable deductions or withholdings in accordance with Section 2.9(c), in respect of any Contingent Value 'B' Payment Period, an amount equal to the Contingent Value 'B' Payment Per Right, provided that:

(a) no amounts shall be paid, payable or accrue hereunder or to any Holder of Contingent Value 'B' Rights for such Contingent Value 'B' Payment Period unless:

(i) the CFFI Assets Value as of the applicable Contingent Value 'B' Payment Determination Time is greater than the CFFI Minimum Asset Value; and

(ii) the Contingent Value 'A' Maximum Payment Amount has been paid in full as of the applicable Contingent Value 'B' Payment Determination Time; and

(b) the aggregate of all payments made to Holders of Contingent Value 'B' Rights shall not exceed the Contingent Value 'B' Maximum Payment Amount.

2.2 Holder of Contingent Value 'B' Rights not a Shareholder. Nothing in the holding of this Certificate, or otherwise, shall, in itself, confer or be construed as conferring upon the Holder any right or interest whatsoever as a shareholder of the Company, including, but not limited to, the right to vote at, to receive notice of, or to attend, meetings of shareholders of the Company or any other proceedings of the Company, or the right to dividends and other allocations.

2.3 Solvency Restrictions. Notwithstanding any other provision of this Certificate, the Company is not obligated to deliver any payments hereunder to the extent that it would be contrary to solvency requirements or any other provision of applicable law.

2.4 Contingent Value 'B' Rights to Rank Pari Passu. All Contingent Value 'B' Rights are direct unsecured contingent obligations of the Company and shall rank *pari passu* with each other, whatever may be the actual date of issue thereof. Apart from the foregoing, the Contingent Value 'B' Rights shall not confer on Holders any legal right or interest in any other property of the Company or its Affiliates or the Company.

2.5 Transfer and Ownership of Contingent Value 'B' Rights. Subject to Section 2.10, neither this Certificate nor any right or interest hereunder shall be assignable by the Holder, his beneficiaries, dependents or legal representatives without the Company's prior written consent, which may be withheld or conditioned in its sole discretion.

2.6 Ownership of Rights. The Company may deem and treat the registered Holder of this Certificate as the absolute owner of the Contingent Value 'B' Rights represented hereby for all purposes and the Company shall not be affected by any notice or knowledge to the

contrary, except where the Company is required to take notice by statute or by order of a court of competent jurisdiction.

2.7 Register. The Company shall maintain a register (the "Contingent Value 'B' Right Register") which shall include (without limitation) the following information for each Holder: (i) the name and mailing address of each Holder and (ii) the number of Contingent Value 'B' Rights issued to each Holder pursuant to the Plan of Arrangement.

2.8 Issue in Substitution for Certificates Lost, etc.

(a) If this Certificate becomes mutilated or is lost, destroyed or stolen, the Company, subject to applicable law, shall issue and deliver, a new Certificate of like tenor, and bearing the same legend, if applicable, as the one mutilated, lost, destroyed or stolen in exchange for and in place of and upon cancellation of such mutilated Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Certificate, and the substituted Certificate shall be entitled to the benefits hereof.

(b) The applicant for the issue of a new Certificate pursuant to this Section 2.8 shall bear the cost of the issue thereof and in case of loss, destruction or theft shall, as a condition precedent to the issuance thereof, furnish to the Company such evidence of ownership and of the loss, destruction or theft of the Certificate so lost, destroyed or stolen as shall be satisfactory to the Company, in its sole discretion, acting reasonably, and such applicant shall also be required to furnish an indemnity and surety bond in amount and form satisfactory to the Company, in its sole discretion, and shall pay the reasonable charges of the Company in connection therewith.

2.9 Payment Procedures.

(a) Within twenty (20) Business Days of the end of a Contingent Value 'B' Payment Period, the Company shall provide each Holder with written notice (the "**Contingent Payment Notice**") setting out: (a) full details of the Contingent Value 'B' Payment Per Right for that Contingent Value 'B' Payment Period (if any) (net of any applicable deductions or withholdings pursuant to Section 2.9(c)) and (b) the Contingent Value 'B' Payment Date of the applicable payment.

(b) On or before 11:00 a.m. (Eastern time) on the Business Day immediately prior to the applicable Contingent Value 'B' Payment Date, the Company shall send by first-class mail (postage prepaid) to the address of the Holder of the Contingent Value 'B' Rights last appearing on the register pursuant to Section 2.7 (or, in the event of the address not being so recorded, at the last known address of the Holder), a cheque in the name of such Holder representing the amount payable to the Holder in accordance with Section 2.1 (the "**Contingent Value 'B' Payment**"). Notwithstanding the aforementioned, the Company may, in its sole discretion, elect to make any payments hereunder by wire transfer to an account designated in writing by the Holder, provided that the Holder has delivered to the Company current and accurate wire transfer details upon the Company's request. If the Holder fails to deliver such wire transfer details within a reasonable time following the Company's request, the Company shall send the payment by cheque to the Holder's last known address as recorded in the register pursuant to Section 2.7 (or, if no such

address is recorded, to the last known address of the Holder) and the Holder shall be deemed to waive any claims, liabilities or damages arising from non-delivery, delay, or other issues resulting from the use of such delivery method.

(c) The Company (and any applicable Affiliate) shall be entitled to deduct and withhold from any amounts or property to be issued, paid, assigned or conveyed hereunder, such amounts as the Company is required to deduct and withhold with respect to such payment or transfer under the *Income Tax Act* (Canada) or any provision of federal, provincial, state, local or foreign tax law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the relevant Holder, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

(d) If any portion of any Contingent Value 'B' Payment remains undistributed to a Holder twelve (12) months after the delivery date of the Contingent Value 'B' Payment Notice, such Holder shall be entitled to look to the Company (subject to abandoned property, escheat and other similar applicable law) only as general creditors thereof with respect to the Contingent Value 'B' Payment payable hereunder, without any interest thereon. The Company shall not be liable to such Holder for any such consideration delivered in respect of a Contingent Value 'B' Right to a public official pursuant to any abandoned property, escheat or other similar applicable law.

(e) For the avoidance of doubt, no Contingent Value 'B' Payment shall accrue or become payable to any Holder with respect to any Contingent Value 'B' Payment Period unless the CFFI Assets Value as of the applicable Contingent Value 'B' Payment Determination Date is greater than the CFFI Minimum Asset Value.

2.10 Ability to Abandon Contingent Value 'B' Rights. A Holder may at any time, at such Holder's option, abandon all of such Holder's remaining rights in a Contingent Value 'B' Right by transferring such Contingent Value 'B' Right to the Company or any of its Affiliates without consideration therefor, which abandonment a Holder may effect by delivery of a written notice of such transfer and abandonment to the Company. Subject to applicable law, nothing in this Certificate shall prohibit the Company or any of its Affiliates from offering to acquire or acquiring any Contingent Value 'B' Rights for consideration from the Holders, in private transactions or otherwise, in its sole discretion. Any Contingent Value 'B' Rights acquired by the Company or any of its Affiliates shall be automatically deemed extinguished and no longer outstanding. Notwithstanding anything to the contrary herein, the Company and its Affiliates shall have no obligation to make any offer to acquire Contingent Value 'B' Rights on a pro rata basis or to extend any such offer to all Holders, and any such acquisition may be conducted selectively and at the sole discretion of the Company or its Affiliates.

2.11 Termination Date. At the Termination Date, this Certificate shall be cancelled and shall thereafter by null, void and of no effect; provided that, any unpaid Contingent Value 'B'

Payments accrued prior to the Termination Date shall remain payable by the Company in accordance with Section 2.9.

3. MEETINGS OF HOLDERS

3.1 Right to Convene Meeting. The Company may at any time, and any Holders holding at least 66 2/3% of the Contingent Value 'B' Rights issued and outstanding at such time may, not more than once every two calendar years, convene a meeting of the Holders (the "**Requisitioning Holder**"). Every such meeting shall be held in Halifax. Nova Scotia; provided, that, any meeting held pursuant to this Article 3 may be held through a virtual or electronic meeting platform.

3.2 Notice of Meetings. At least ten (10) days' and not more than sixty (60) days' prior written notice of any meeting of the Holders shall be given to the Holders by ordinary post addressed to such Holders at their post office addresses appearing on the Contingent Value 'B' Right Register hereinbefore mentioned. Such notice must state the time when and the place where the meeting is to be held and state briefly the general nature of the business to be transacted thereat and shall contain such information as is reasonably necessary to enable the Holders to make a reasoned decision on the matter.

3.3 Chair. An individual (who need not be a Holder) designated in writing by the Company (if it calls the meeting) shall be the chair of the meeting and if no individual is so designated, or if the individual so designated is not present within fifteen (15) minutes from the time fixed for the holding of the meeting, Holders present in person or by proxy shall choose an individual present to be chair.

3.4 Quorum. At any meeting of the Holders a quorum shall consist of Holders present in person or by proxy and holding more than 50% of the aggregate number of then outstanding Contingent Value 'B' Rights. If a quorum is not present within thirty (30) minutes from the time fixed for holding any meeting, no business shall be transacted at the meeting and the meeting, if summoned by the Holders, shall be dissolved; but in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day in which case it shall be adjourned to the next following Business Day) at the same time and place and the Company shall be required to give notice in respect of such adjourned meeting's new date and time. Any business may be brought before or dealt with at an adjourned meeting which might have been dealt with at the original meeting in accordance with the notice calling the same. At the adjourned meeting the Holders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened, notwithstanding that they may not hold more than 50% of the aggregate number of all then outstanding Contingent Value 'B' Rights.

3.5 Power to Adjourn. The chair of any meeting at which a quorum is present may, with the consent of the meeting, adjourn any such meeting, and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

3.6 Show of Hands. Unless a poll is demanded or required as provided in Section 3.7, every question submitted to a meeting shall be decided in the first place by a majority of the votes given on a show of hands, a declaration by the chair that a resolution has been carried or

carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

3.7 Poll. On every Extraordinary Resolution, and on any other question submitted to a meeting and after a vote by show of hands when demanded by the chair or by one or more of the Holders acting in person or by proxy and holding in the aggregate at least 5% of all the Contingent Value 'B' Rights then outstanding, a poll must be taken in such manner as the chair directs. Questions other than those required to be determined by Extraordinary Resolution shall be decided by a majority of the votes cast on the poll.

3.8 Voting.

(a) On a show of hands, every Person who is present and entitled to vote, whether as a Holder or as proxy for one or more Holders or both, shall have one vote in respect of each Contingent Value 'B' Right held or represented by proxy. On a poll, each Holder present in person or represented by a proxy duly appointed by an instrument in writing shall be entitled to one vote in respect of each Contingent Value 'B' Right held or represented by it. A proxy need not be a Holder. In the case of joint Holders of a Contingent Value 'B' Right, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others; but in case more than one of them is present in person or by proxy, they must vote together in respect of the Contingent Value 'B' Rights of which they are joint Holders. The chair of any meeting shall be entitled, both on a show of hands and on a poll, to vote in respect of any Contingent Value 'B' Rights, if any, held or represented by him, but shall not have a second or deciding vote.

(b) Any resolution proposed to be passed at a meeting of the Holders (including an adjourned meeting) duly convened and held in accordance with the provisions of this Article 3 shall, except in the case of those matters expressly required to be approved by Extraordinary Resolution, be considered duly passed if approved by a majority of the Holders present in person or represented by proxy at the meeting.

3.9 Regulations.

(a) The Company may from time to time make or vary or restate such regulations as it shall from time to time think fit regarding the following:

(i) the setting of the record date for a meeting for the purpose of determining Holders entitled to receive notice of and to vote at the meeting;

(ii) the deposit of instruments appointing proxies at such place and time as the Company or the Holders convening the meeting, as the case may be, may in the notice convening the meeting direct;

(iii) the deposit of instruments appointing proxies at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxies to be mailed, telecopied or sent electronically before the meeting to the Company at the place where

the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting;

(iv) the form of the instrument of proxy; and

(v) generally for the calling of meetings of Holders and the conduct of business thereat.

(b) Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Except as such regulations may provide, the only Persons who shall be recognized at any meeting as Holders, or as entitled to vote or be present at the meeting in respect thereof, shall be Holders and Persons whom Holders have by instrument in writing duly appointed as their proxies.

3.10 Company Representation. The Company, by its officers, directors, agents and employees and legal advisors, may attend any meeting of the Holders, and shall be recognized and given reasonable opportunity to speak to any resolutions proposed for consideration by the meeting, but shall not be entitled to vote thereat.

3.11 Powers Exercisable by Extraordinary Resolution.

Subject to applicable law, in addition to the powers conferred upon them by any other provisions of this Certificate or by law, the Holders at a meeting shall have the power, exercisable from time to time by Extraordinary Resolution:

(a) to sanction any modification, abrogation, alteration, compromise or arrangement of the rights of the Holders against the Company whether such rights arise under this Certificate; provided that, no such modification, abrogation, alteration, compromise or arrangement relating to this Certificate is effective unless approved in writing by the Company;

(b) to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Holders; provided that, no such amendment, alteration or repeal of any such Extraordinary Resolution is effective unless approved in writing by the Company; and

(c) to the extent required by any applicable laws or order of a court of competent jurisdiction, assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or other securities of the Company.

3.12 Meaning of Extraordinary Resolution. The expression "Extraordinary Resolution" when used in this Certificate means, subject as provided in in Section 3.14, a resolution passed, at a meeting of Holders duly convened and held in accordance with the provisions of this Article 3 by the affirmative votes of the Holders holding at least 66 2/3% of the aggregate

number of all then outstanding Contingent Value 'B' Rights represented at the meeting and voted on a poll upon such resolution.

3.13 Powers Cumulative. Any one or more of the powers and/or any combination of the powers in this Certificate stated to be exercisable by the Holders by Extraordinary Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers or any combination of powers from time to time shall not be deemed to exhaust the rights of the Holders to exercise the same or any other such power or combination of powers thereafter from time to time.

3.14 Instruments in Writing. All actions which may be taken and all powers which may be exercised by the Holders at a meeting held as provided in this Article 3 may also be taken and exercised by Holders holding at least 66 2/3% of the aggregate number of all then outstanding Contingent Value 'B' Rights by an instrument in writing signed in one or more counterparts by such Holders in person or by attorney duly appointed in writing, and the expression "Extraordinary Resolution" when used in this Certificate shall include an instrument so signed.

3.15 Binding Effect of Resolutions. Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article 3 at a meeting of Holders shall be binding upon all Holders, whether present at or absent from such meeting, and every instrument in writing signed by Holders in accordance with Section 3.14 shall be binding upon all Holders, whether signatories thereto or not, and each and every Holder (subject to the provisions for its indemnity herein contained) shall be bound to give effect accordingly to every such resolution, Extraordinary Resolution and instrument in writing.

4. GENERAL

4.1 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two (2) Business Days after) it is sent by (a) confirmed e-mail; (b) overnight delivery; or (c) registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at [•] in the case of the Company, or the address set forth in the Contingent Value 'B' Right Register, in the case of the Holder.

4.2 Provisions of this Certificate and Contingent Rights for the Sole Benefit of Holder. Nothing in this Certificate, expressed or implied, shall give or be construed to give to any person other than the Company and the Holder, as the case may be, any legal or equitable right, remedy or claim under this Certificate, or under any covenant or provision herein or therein contained, all such covenants and provisions being for the sole benefit of the Company and the Holder.

4.3 Company Successors and Assigns. The Company may assign any or all of its rights, interests and obligations under this Certificate (a) to any Affiliate and (b) to any Person in connection with, or to implement, the Plan of Arrangement (each, a "**Company Permitted Assignee**"), in each case without the consent of the Holder. Except for an assignment effected by operation of law pursuant to the Plan of Arrangement, any Company Permitted Assignee shall, as a condition to such assignment, execute and deliver to the Holder a

written instrument assuming and agreeing to be bound by all terms of this Certificate, including the due and punctual payment of all Contingent Value 'B' Payments and the due and punctual performance and observance of all covenants and obligations of the Company hereunder. Upon the effectiveness of any such assignment, (i) the assignee shall be deemed the "Company" for all purposes hereof and (ii) the assignor shall be released from further obligations hereunder arising after the effective time of such assignment, except for obligations that accrued prior thereto. This Section binds and inures to the benefit of the Company and its successors and permitted assigns, and any successor or Company Permitted Assignee may rely on and further assign in accordance with this Section.

4.4 Governing Law. This Certificate shall be governed by and construed and interpreted in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein without giving effect to the conflicts of laws principles thereof and without reference to the laws of any other jurisdiction.

4.5 Entire Agreement. This Certificate, constitutes the entire agreement among the Company and the Holder hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Company and the Holder with respect to the subject matter hereof.

4.6 Further Assurances. The Company shall make, execute, endorse, acknowledge and deliver any amendments, modifications or supplements hereto and restatements hereof and any other agreements, instruments or documents, and take any and all such other actions, as may from time to time be reasonably requested by Holder to effect, confirm or further assure or protect and preserve the interests, rights and remedies of Holder pursuant to the terms of this Certificate.

[Signature page to follow]

IN WITNESS WHEREOF the Company has caused this Certificate to be signed by its duly authorized officer as of the Effective Date.

CFFI VENTURES INC.

Per: _____
(Authorized Signatory)

SCHEDULE B

DEFINITIONS

"**Advisors**" means, collectively, Cox & Palmer, Osler, Hoskin & Harcourt LLP and Paul, Weiss, Rifkind, Wharton & Garrison, LLP as legal advisors to HPS.

"**Business Day**" means each day, other than a Saturday or Sunday or a statutory or civic holiday, on which banks are open for business in Halifax, Nova Scotia.

"**Capital Stock**" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including partnership interests, membership interests and units or other interests in a trust, and any and all warrants, rights or options to purchase, convertible instruments or other arrangements or rights to acquire any of the foregoing.

"**CFFI Board**" means the board of directors of CFFI.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "Controlled" and "Controlling" have meanings correlative thereto.

"**Debt**" means, collectively, the "Obligations" under and as defined in the NPA.

"**Debt Documents**" means the "Note Documents" under and as defined in the NPA.

"**Effective Date**" means the date on which the Arrangement Transaction is implemented pursuant to the Plan.

"**Final Order**" means a final order of the Court pursuant to the NSCA, in form and substance satisfactory to the HPS Parties, in their sole discretion, that, *inter alia*, approves the Plan.

"**Governmental Entity**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (i) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (ii) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

"**Interim Order**" means an interim order of the Court pursuant to the NSCA in form and substance acceptable to the HPS Parties, in their sole discretion, that, *inter alia*, approves the calling for the Secured Creditors Meeting and the Unsecured Creditors Meeting to consider and vote on the Plan.

"**Law**" or "**Laws**" means any law, statute, order, decree, consent decree, judgment, rule, regulation, ordinance or other pronouncement having the effect of law whether in Canada,

the United States or any other country, or any domestic or foreign state, county, province, city or other political subdivision or of any Governmental Entity.

"**Material Adverse Change**" means 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 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 Transaction or other transaction in an Alternative Implementation Process.

"**Material Contract**" means each contract, instrument or document (including any amendment to any of the foregoing) of any Company Party or any of its subsidiaries that is material to the business of the Company Parties and their Material Subsidiaries, taken as a whole.

"**Material Subsidiaries**" means any subsidiary of a Company Party which is Controlled by a Company Party.

"**Outside Date**" means May 1, 2026, or such other date as CFFI (on behalf of all Company Parties) and HPS may agree.

"**Person**" means an individual, a corporation, a partnership, a limited liability company, a trust, an unincorporated association, a Governmental Entity or any agency, instrumentality or political subdivision of a Governmental Entity, or any other entity or body.

"**Personal Guarantor**" means John C. Risley.

"**Secured Creditors Meeting**" means the meeting at which, under the NSCA, secured creditors will vote on the Plan.

"**Unsecured Creditors Meeting**" means the meeting at which, under the NSCA, unsecured creditors will vote on the Plan.

SCHEDULE C

FORM OF INTERIM ORDER

[Attached]

2026 Hfx No. _____

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

INTERIM ORDER

BEFORE THE HONOURABLE JUSTICE 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 (as defined herein);

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 [●], 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;

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 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.

CREDITORS' MEETINGS

3. CFFI is permitted to call, hold and conduct a separate meeting for each of: (i) the Secured Creditors; and (ii) the Unsecured Creditors (together with the Secured Creditors, the "**Creditors**" and each a "**Creditor**"), in each case to be held at the offices of McInnes Cooper, as follows:

    a. the meeting of the Secured Creditors (the "**Secured Creditors Meeting**") shall be held at 10:00 a.m. (Atlantic Time) on April 17, 2026, in order for the Secured Creditors to consider, and, if determined advisable, pass a resolution authorizing, adopting and approving, with or without variation, an arrangement pursuant to Section 130 of the Act on the terms set forth in the Plan (subject to any amendments or variations thereto made in accordance with the Support Agreement and the Plan, the "**Arrangement**") and all transactions contemplated therein (the "**Secured Creditors' Arrangement Resolution**").

    b. the meeting of the Unsecured Creditors (the "**Unsecured Creditors Meeting**" and together with the Secured Creditors Meeting, the "**Meetings**") shall be held at 11:00 a.m. (Atlantic Time) on April 17, 2026, in order for the Unsecured Creditors to consider, and, if determined advisable, pass a resolution authorizing, adopting and approving, with or without variation, the Arrangement and all transactions contemplated therein (the "**Unsecured Creditors' Arrangement Resolution**" and, together with the Secured Creditors' Arrangement Resolution, the "**Arrangement Resolutions**" and each an "**Arrangement Resolution**").

4. The Meetings shall be called, held and conducted in accordance with the notice of meeting (the "**Meeting Notice**"), the rulings and directions of the Chair (as defined below), the Act, and this Interim Order, subject to the rulings and directions ordered herein and further Order of this Court.

5. The only persons entitled to attend or speak at the Secured Creditors Meeting shall be:

    a. the Secured Creditors as of the Record Date (as defined below), or their authorized proxyholders, and their respective advisors;

    b. the officers, directors and advisors of CFFI; and

    c. other persons who may receive the permission of the Chair of the Secured Creditors Meeting.

6. The only persons entitled to attend or speak at the Unsecured Creditors Meeting shall be:

a. the Unsecured Creditors as of the Record Date, or their authorized proxyholders, and their respective advisors;

b. the officers, directors and advisors of CFFI; and

c. other persons who may receive the permission of the Chair of the Unsecured Creditors Meeting.

7. CFFI may transact such other business at the Meetings as may otherwise be properly brought before the Meetings by CFFI.

ADJOURNMENTS AND POSTPONEMENTS

8. Subject to the terms of the Support Agreement, CFFI, if it deems advisable, is authorized to adjourn or postpone one or more of the Meetings on one or more occasions, without the necessity of first convening the applicable Meeting or first obtaining any vote of the Secured Creditors or Unsecured Creditors, as applicable, entitled to vote at such Meeting respecting the adjournment or postponement, and notice of such adjournment or postponement may be given by such method as CFFI may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Meetings in respect of adjournments and postponements.

9. Any adjournment or postponement of one or more of the Meetings shall not have the effect of modifying the Record Date for persons entitled to receive notice of or vote at such Meetings. At any subsequent convening or reconvening of an adjourned or postponed Meeting, all proxies will be voted in the same manner as the proxies would have been voted at the Meeting that was adjourned or postponed, except for any proxies that have been effectively revoked or withdrawn prior to the subsequent convening or reconvening of such adjourned or postponed Meeting.

RECORD DATE

10. The record date ("**Record Date**") for determination of:

a. the Secured Creditors entitled to receive a Meeting Notice, a proxy ("**Secured Creditor Proxy**") and entitled to vote at the Secured Creditors Meeting; and

b. the Unsecured Creditors entitled to receive a Meeting Notice, a proxy ("**Unsecured Creditor Proxy**", and together with the Secured Creditor Proxy, the "**Creditor Proxies**" and each a "**Creditor Proxy**"), and entitled to vote at the Unsecured Creditors Meeting,

shall be the 5:00 pm (Atlantic Time) on February 10, 2026.

MEETING MATERIALS

11. The Secured Creditor Proxy in substantially the same form as appears in Schedule "H" to the Disclosure Statement (with such amendments, revisions or supplements thereto as counsel for CFFI may advise are necessary or desirable, subject to the terms of the Plan and provided that any such amendments, revisions or supplements are not inconsistent with the terms of this Interim Order), together with the Meeting Notice and Disclosure Statement (the "**Secured Meeting Materials**") shall be distributed to the Secured Creditors as at the Record Date in accordance with the terms of this Interim Order.

12. The Convenience Class Claim Election, and Unsecured Creditor Proxy in substantially the same form as appear in Schedules "G" and "I" respectively, to the Disclosure Statement (with such amendments, revisions or supplements thereto as counsel for CFFI may advise are necessary or desirable, subject to the terms of the Plan and provided that any such amendments, revisions or supplements are not inconsistent with the terms of this Interim Order), together with the Meeting Notice and Disclosure Statement (the "**Unsecured Meeting Materials**"), shall be distributed to the Unsecured Creditors as at the Record Date in accordance with the terms of this Interim Order.

CHAIR and QUORUM

13. The chair of each of the Meetings (the "**Chair**") shall be determined by CFFI and quorum at each of the Meetings shall be satisfied if two (2) or more persons entitled to vote at the applicable Meeting are present, in person or represented by proxy, at the outset of such meeting.

14. If quorum of Secured Creditors is not present within thirty (30) minutes of the appointed time for the Secured Creditors Meeting, the Secured Creditors Meeting shall stand adjourned to the same day in the next week if a business day and, if such day is not a business day, the next business day thereafter, at the same time and place.

15. If quorum of Unsecured Creditors is not present within thirty (30) minutes of the appointed time for the Unsecured Creditors Meeting, the Unsecured Creditors Meeting shall stand adjourned to the same day in the next week if a business day and, if such day is not a business day, the next business day thereafter, at the same time and place.

SCRUTINEER

16. CFFI shall be entitled to appoint its corporate secretary as scrutineer for the Meetings, acting through its representatives for that purpose, and the scrutineer shall be responsible to report to the Chair on: (i) the deposit and validity of the Creditor Proxies received; (ii) the quorum of the Meetings; and (iii) the polls taken or ballots cast, if any, at the Meetings.

ARRANGEMENT AMENDMENTS

17. Subject to the terms of the Support Agreement, CFFI is authorized to make, subject to the terms of this Interim Order and the Plan, such amendments, modifications or supplements to the Arrangement and the Plan as it may determine are appropriate, without any additional notice, to the Secured Creditors, Unsecured Creditors, or others entitled to receive notice under paragraph 20 hereof (other than as required pursuant to paragraph 18), and the Arrangement and Plan, as so amended, modified or supplemented, shall be the Arrangement and Plan to be submitted to the Meetings and shall be the subject of the Arrangement Resolutions. Subject to the terms of the Support Agreement, amendments, modifications or supplements to the Arrangement and Plan may be made following the Meetings by CFFI, but shall be subject to review and, if appropriate, further direction by this Court at the hearing for the final order to approve the Arrangement (the "**Final Order**").

18. If any amendments, modifications or supplements to the Arrangement or Plan as referred to in paragraph 17 above would, if disclosed, reasonably be expected to affect an Unsecured Creditor or a Secured Creditor's decision to vote for or against the applicable Arrangement Resolution, notice of such amendment, modification or supplement shall be distributed, at least five (5) business days prior to the relevant Meeting, by pre-paid ordinary mail, courier, e-mail, or by the method most reasonably practicable in the circumstances, as CFFI may determine.

AMENDMENTS TO DISCLOSURE STATEMENT

19. Subject to the terms of the Support Agreement, CFFI is authorized to make such amendments, revisions and/or supplements to the draft Disclosure Statement as it may determine and the Disclosure Statement, as so amended, revised and/or supplemented, shall be the Disclosure Statement to be distributed in accordance with this Interim Order.

DISTRIBUTION OF MEETING MATERIALS

20. To effect notice of the Meetings, CFFI shall, within five (5) business days of the granting of this Interim Order or as soon as practicable thereafter, send or deliver, or cause to be sent or delivered, a copy of this Interim Order, the Plan, the Secured Meeting Materials or Unsecured Meeting Materials (as applicable), and such other documents, supplements or other information as CFFI may determine is necessary or desirable and is not inconsistent with the terms of this Interim Order (the "**Meeting Packages**" and each a "**Meeting Package**"), by one or more of recognized courier service, e-mail or such other means as CFFI may determine are reasonable in the circumstances, addressed to the applicable Creditor's email address or last known address as of the Record Date.

21. CFFI may give notice of this Interim Order and any other materials, notices, and Orders in these proceedings (including but not being limited to the Notice of Motion

relating to the motion for the Final Order (the "**Final Application**"), a copy of this Interim Order, the Secured Meeting Materials, the Unsecured Meeting Materials and the Fairness Opinion) by forwarding originals or true copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Creditors or other interested parties at their respective addresses as shown on CFFI's records, and such materials shall be deemed for all purposes to have been received and valid service effected on the following timeframes:

a. in the case of distribution by courier, one (1) business day after receipt by the courier;

b. in the case of distribution by delivery in person, upon receipt thereof by the intended addressee; and

c. in the case of distribution by e-mail or other electronic means, upon the transmission thereof.

22. Notice of amendments, updates or supplements to any of the information provided in the Secured Meeting Materials and the Unsecured Meeting Materials (collectively, the "**Meeting Materials**") may be communicated to the Creditors by notice sent by any of the methods set forth in paragraph 20 above as determined by the directors of CFFI to be the most appropriate method of providing notice.

23. Any amendments, updates or supplements to any of the information provided in the Meeting Materials will be deemed to have been received within the times provided in paragraph 21, in the case of notice provided by courier, delivery in person or delivery by e-mail or other electronic means.

PROXIES

24. CFFI is authorized to use a Secured Creditor Proxy and Unsecured Creditor Proxy, in substantially the same forms as are attached as Schedules "H" and "I" to the Disclosure Statement, subject to CFFI's ability to insert or change dates, the time and location of the Meetings and other relevant information in the final form of Unsecured Creditor Proxy and Secured Creditor Proxy, respectively, and to make other non-substantive changes as legal counsel may advise as are necessary or appropriate.

25. CFFI is authorized to solicit Creditor Proxies directly and through its officers, directors and employees and through such agents or representatives as it may retain for that purpose and by mail, telephone or such other form of personal or electronic communication as it may determine, subject to the terms of the Plan and this Interim Order.

26. The procedures and terms for the use of Creditor Proxies at the Meetings shall be as set out in the Disclosure Statement and in the form of Creditor Proxies and, for greater certainty, completed Creditor Proxies must be forwarded to McInnes Cooper

in the manner specified in the Disclosure Statement and applicable form of Creditor Proxy, such that they are received on or before 5:00 p.m. (Atlantic Time) on April 15, 2026.

VOTING

27. Notwithstanding anything to the contrary in this Interim Order, each Convenience Class Creditor (including any Unsecured Creditor that has validly submitted a Convenience Class Claim Election by the Election Deadline in accordance with this Interim Order and the Plan), will be deemed to vote as an Unsecured Creditor at the Unsecured Creditors Meeting in favour of the Plan. Each such vote shall have a value equal to such Unsecured Creditor's Convenience Class Claim. Convenience Class Creditors shall not be entitled to vote at the Creditors' Meeting, whether in person or by proxy.

28. The only persons entitled to vote in person or by proxy on (i) the Secured Creditors' Arrangement Resolution or such other business as may be properly brought before the Secured Creditors Meeting, shall be those Secured Creditors as at the Record Date; and (ii) the Unsecured Creditors' Arrangement Resolution or such other business as may be properly brought before the Unsecured Creditors Meeting, shall be those Unsecured Creditors (other than Convenience Class Creditors) as at the Record Date, including, for the avoidance of doubt, the HPS Secured Creditors in respect of the Impaired HPS Debt. Illegible votes, spoiled votes, defective votes and abstentions in respect of any ballot(s) conducted at the applicable Meeting shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the applicable Arrangement Resolution.

29. Votes taken at the Secured Creditors Meeting in respect of the Secured Creditors' Arrangement Resolution and any other items of business affecting CFFI properly brought before such Secured Creditors Meeting shall be on the basis that each Secured Creditor as of the Record Date shall be entitled to one (1) vote for each $1.00 of Secured Creditor Claims as at the Record Date, unless the Claim is a Disputed Claim and the value of such Secured Creditor Claim has otherwise been agreed upon by the applicable Creditor, CFFI and HPS, or determined by an Order of the Court, prior to the time of the Secured Creditors Meeting.

30. Votes taken at the Unsecured Creditors Meeting in respect of the Unsecured Creditors' Arrangement Resolution and any other items of business affecting CFFI properly brought before such Unsecured Creditors Meeting shall be on the basis that each Unsecured Creditor as of the Record Date shall be entitled to one (1) vote for each $1.00 of Unsecured Claims as at the Record Date, unless: (i) the Unsecured Creditor is a Convenience Class Creditor, or (ii) the Claim is a Disputed Claim and the value of such Unsecured Claim has otherwise been agreed upon by the applicable Creditor, CFFI and HPS, or determined by an Order of the Court, prior to the time of the Unsecured Creditors Meeting.

31. In order for the Plan to be considered to have been approved at each of the Meetings, subject to: (i) paragraph 42; and (ii) further Order of this Court:

    a. the Secured Creditors' Arrangement Resolution must be passed, with or without variation, at the Secured Creditors Meeting by an affirmative vote of not less than seventy-five (75%) of the aggregate votes of the Secured Creditors voting together as a single class in person or by proxy at the Secured Creditors Meeting (the "**Participating Secured Creditors**") and a majority of the Participating Secured Creditors, as such votes are cast by the Secured Creditors present in person or by proxy and entitled to vote at the Secured Creditors Meeting,

    b. the Unsecured Creditors' Arrangement Resolution must be passed, with or without variation, at the Unsecured Creditors Meeting by an affirmative vote of not less than seventy-five (75%) of the aggregate votes of the Unsecured Creditors voting together as a single class in person or by proxy at the Unsecured Creditors Meeting (the "**Participating Unsecured Creditors**") and a majority of the Participating Unsecured Creditors, as such votes are cast by the Unsecured Creditors present in person or by proxy and entitled to vote at the Unsecured Creditors Meeting (for the avoidance of doubt, such thresholds shall include the votes of Convenience Class Creditors, who are deemed to vote in favour of the Plan);

    The votes set out in subparagraph (a) and (b) above shall be sufficient to authorize CFFI to do all such acts and things as may be necessary or desirable to give effect to the Plan, as it may be amended, revised and/or supplemented pursuant to the terms of the Support Agreement, this Interim Order or further Order of the Court, without the necessity of any further approval by the Creditors, subject only to final approval of the Arrangement by this Court and the satisfaction or waiver of the conditions to the Plan pursuant to its terms.

DISPUTED CLAIMS

32. To the extent any Creditors dispute the value ascribed to their Claims in the Secured Creditor Proxy or Unsecured Creditor Proxy (as applicable) in accordance with the terms of paragraph 33 below, such Claims shall be considered in dispute ("**Disputed Claims**" and each a "**Disputed Claim**").

33. Each Creditor who seeks to dispute the value ascribed to its Claim in the applicable Creditor Proxy must notify CFFI of its decision to dispute the value of its Claim in writing and with supporting documentation by no later than April 10, 2026, in accordance with the terms of the applicable Creditor Proxy or the value of such Creditor's Claim will be deemed to be the value ascribed to the Claim in the applicable Creditor Proxy based on the books and records of CFFI as at the Record Date.

34. Each Creditor with a Disputed Claim against CFFI shall be entitled to attend the Secured Creditors Meeting or Unsecured Creditors Meeting (as applicable) and shall be entitled to one (1) vote for each $1.00 of Claims as at the Record Date, based on the value ascribed to such Claim(s) in the applicable Creditor Proxy, unless the value of any Disputed Clams has otherwise been agreed upon by the applicable Creditor, CFFI and HPS, or determined by an Order of the Court, prior to the time of the applicable Meeting.

35. To the extent the value of any Disputed Claims has not been agreed upon by the applicable Creditor, CFFI and HPS or determined by an order of the Court prior to the time of the Secured Creditors Meeting or Unsecured Creditors Meeting (as applicable), a separate record of votes cast by Creditors holding such Disputed Claims shall be kept by CFFI and reported to the Court.

APPLICATION FOR FINAL ORDER

36. Upon obtaining approval of the Arrangement from the Secured Creditors and the Unsecured Creditors in the manner set forth in this Interim Order, or approval of the Secured Creditor Arrangement (as defined below) from the Secured Creditors in the manner set forth in this Interim Order, CFFI may apply to this Court for final approval of the Arrangement on April 30, 2026.

37. Any person who wishes to oppose the motion for the Final Order must serve upon the lawyers for CFFI and HPS and upon all the parties listed in paragraph 40 below, and file with the Court, a copy of the materials to be used to oppose the Final Application by no later than 5:00 p.m. (Atlantic Time) on the date that is three (3) business days prior to the hearing of the Final Application.

SUFFICIENCY OF NOTICE

38. The distribution of the Meeting Packages, including the Interim Order in the Disclosure Statement, when sent in accordance with paragraphs 20 to 23 hereof, shall constitute notice of the Meetings and the Record Date and constitute good and sufficient service of this Interim Order on all interested persons. Further, no other form of service need be effected and no other material need be served unless a Notice of Appearance is served in accordance with paragraph 39 below.

39. Any Notice of Appearance served in response to the Notice of Motion shall be served on the solicitors for CFFI as soon as reasonably practicable, and, in any event, no less than seven (7) days before the hearing of the Final Application, at the following address:

McInnes Cooper
1969 Upper Water St., Suite 1300
McInnes Cooper Tower - Purdy's Wharf
Halifax, NS
B3J 3R7

Attention: Ben Pryde
Email: ben.pryde@mcinnescooper.com

40. Subject to further order of this Court, the only persons entitled to appear and be heard at the hearing of the Final Application shall be: (i) CFFI; (ii) the Secured Creditors; (iii) the Unsecured Creditors; (iv) any person who has filed a Notice of Appearance herein in accordance with this Interim Order and Nova Scotia Civil Procedure Rules; and (v) their respective legal counsel.

STAY OF PROCEEDINGS

41. From 12:01 a.m. (Atlantic Time) on the date of this Interim Order, 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 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 41 shall not apply to the termination of the Support Agreement in accordance with its respective terms.

SECURED CREDITOR ARRANGEMENT

42. Subject to the terms of the Support Agreement, (i) the provisions of this Interim Order relating to calling, holding and conduct of the Secured Creditors Meeting shall continue to apply with respect to the Secured Creditor Claims in the event that the Applicant seeks approval of a plan of arrangement under Section 130 of the *Companies Act* (Nova Scotia) wherein only the Secured Creditor Claims are proposed to be arranged (a "**Secured Creditor Arrangement**"), and (ii) 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.

GENERAL

43. 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.

44. 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

45. To the extent of any inconsistency or discrepancy with respect to the matters provided for in this Interim Order, as between this 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 Interim Order shall govern.

EXTRA-TERRITORIAL ASSISTANCE

46. 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 Interim Order.

DATED at Halifax, Nova Scotia this 17th day of February, 2026.

PROTHONOTARY

SCHEDULE "D"
TO THE DISCLOSURE STATEMENT

INTERIM ORDER

(See attached)

2026 Hfx No. _____

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

INTERIM ORDER

BEFORE THE HONOURABLE JUSTICE 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 (as defined herein);

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 [●], 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;

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 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.

CREDITORS' MEETINGS

3. CFFI is permitted to call, hold and conduct a separate meeting for each of: (i) the Secured Creditors; and (ii) the Unsecured Creditors (together with the Secured Creditors, the "**Creditors**" and each a "**Creditor**"), in each case to be held at the offices of McInnes Cooper, as follows:

    a. the meeting of the Secured Creditors (the "**Secured Creditors Meeting**") shall be held at 10:00 a.m. (Atlantic Time) on April 17, 2026, in order for the Secured Creditors to consider, and, if determined advisable, pass a resolution authorizing, adopting and approving, with or without variation, an arrangement pursuant to Section 130 of the Act on the terms set forth in the Plan (subject to any amendments or variations thereto made in accordance with the Support Agreement and the Plan, the "**Arrangement**") and all transactions contemplated therein (the "**Secured Creditors' Arrangement Resolution**").

    b. the meeting of the Unsecured Creditors (the "**Unsecured Creditors Meeting**" and together with the Secured Creditors Meeting, the "**Meetings**") shall be held at 11:00 a.m. (Atlantic Time) on April 17, 2026, in order for the Unsecured Creditors to consider, and, if determined advisable, pass a resolution authorizing, adopting and approving, with or without variation, the Arrangement and all transactions contemplated therein (the "**Unsecured Creditors' Arrangement Resolution**" and, together with the Secured Creditors' Arrangement Resolution, the "**Arrangement Resolutions**" and each an "**Arrangement Resolution**").

4. The Meetings shall be called, held and conducted in accordance with the notice of meeting (the "**Meeting Notice**"), the rulings and directions of the Chair (as defined below), the Act, and this Interim Order, subject to the rulings and directions ordered herein and further Order of this Court.

5. The only persons entitled to attend or speak at the Secured Creditors Meeting shall be:

    a. the Secured Creditors as of the Record Date (as defined below), or their authorized proxyholders, and their respective advisors;

    b. the officers, directors and advisors of CFFI; and

    c. other persons who may receive the permission of the Chair of the Secured Creditors Meeting.

6. The only persons entitled to attend or speak at the Unsecured Creditors Meeting shall be:

a. the Unsecured Creditors as of the Record Date, or their authorized proxyholders, and their respective advisors;

b. the officers, directors and advisors of CFFI; and

c. other persons who may receive the permission of the Chair of the Unsecured Creditors Meeting.

7. CFFI may transact such other business at the Meetings as may otherwise be properly brought before the Meetings by CFFI.

ADJOURNMENTS AND POSTPONEMENTS

8. Subject to the terms of the Support Agreement, CFFI, if it deems advisable, is authorized to adjourn or postpone one or more of the Meetings on one or more occasions, without the necessity of first convening the applicable Meeting or first obtaining any vote of the Secured Creditors or Unsecured Creditors, as applicable, entitled to vote at such Meeting respecting the adjournment or postponement, and notice of such adjournment or postponement may be given by such method as CFFI may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Meetings in respect of adjournments and postponements.

9. Any adjournment or postponement of one or more of the Meetings shall not have the effect of modifying the Record Date for persons entitled to receive notice of or vote at such Meetings. At any subsequent convening or reconvening of an adjourned or postponed Meeting, all proxies will be voted in the same manner as the proxies would have been voted at the Meeting that was adjourned or postponed, except for any proxies that have been effectively revoked or withdrawn prior to the subsequent convening or reconvening of such adjourned or postponed Meeting.

RECORD DATE

10. The record date ("**Record Date**") for determination of:

a. the Secured Creditors entitled to receive a Meeting Notice, a proxy ("**Secured Creditor Proxy**") and entitled to vote at the Secured Creditors Meeting; and

b. the Unsecured Creditors entitled to receive a Meeting Notice, a proxy ("**Unsecured Creditor Proxy**", and together with the Secured Creditor Proxy, the "**Creditor Proxies**" and each a "**Creditor Proxy**"), and entitled to vote at the Unsecured Creditors Meeting,

shall be the 5:00 pm (Atlantic Time) on February 10, 2026.

MEETING MATERIALS

11. The Secured Creditor Proxy in substantially the same form as appears in Schedule "H" to the Disclosure Statement (with such amendments, revisions or supplements thereto as counsel for CFFI may advise are necessary or desirable, subject to the terms of the Plan and provided that any such amendments, revisions or supplements are not inconsistent with the terms of this Interim Order), together with the Meeting Notice and Disclosure Statement (the "**Secured Meeting Materials**") shall be distributed to the Secured Creditors as at the Record Date in accordance with the terms of this Interim Order.

12. The Convenience Class Claim Election, and Unsecured Creditor Proxy in substantially the same form as appear in Schedules "G" and "I" respectively, to the Disclosure Statement (with such amendments, revisions or supplements thereto as counsel for CFFI may advise are necessary or desirable, subject to the terms of the Plan and provided that any such amendments, revisions or supplements are not inconsistent with the terms of this Interim Order), together with the Meeting Notice and Disclosure Statement (the "**Unsecured Meeting Materials**"), shall be distributed to the Unsecured Creditors as at the Record Date in accordance with the terms of this Interim Order.

CHAIR and QUORUM

13. The chair of each of the Meetings (the "**Chair**") shall be determined by CFFI and quorum at each of the Meetings shall be satisfied if two (2) or more persons entitled to vote at the applicable Meeting are present, in person or represented by proxy, at the outset of such meeting.

14. If quorum of Secured Creditors is not present within thirty (30) minutes of the appointed time for the Secured Creditors Meeting, the Secured Creditors Meeting shall stand adjourned to the same day in the next week if a business day and, if such day is not a business day, the next business day thereafter, at the same time and place.

15. If quorum of Unsecured Creditors is not present within thirty (30) minutes of the appointed time for the Unsecured Creditors Meeting, the Unsecured Creditors Meeting shall stand adjourned to the same day in the next week if a business day and, if such day is not a business day, the next business day thereafter, at the same time and place.

SCRUTINEER

16. CFFI shall be entitled to appoint its corporate secretary as scrutineer for the Meetings, acting through its representatives for that purpose, and the scrutineer shall be responsible to report to the Chair on: (i) the deposit and validity of the Creditor Proxies received; (ii) the quorum of the Meetings; and (iii) the polls taken or ballots cast, if any, at the Meetings.

ARRANGEMENT AMENDMENTS

17. Subject to the terms of the Support Agreement, CFFI is authorized to make, subject to the terms of this Interim Order and the Plan, such amendments, modifications or supplements to the Arrangement and the Plan as it may determine are appropriate, without any additional notice, to the Secured Creditors, Unsecured Creditors, or others entitled to receive notice under paragraph 20 hereof (other than as required pursuant to paragraph 18), and the Arrangement and Plan, as so amended, modified or supplemented, shall be the Arrangement and Plan to be submitted to the Meetings and shall be the subject of the Arrangement Resolutions. Subject to the terms of the Support Agreement, amendments, modifications or supplements to the Arrangement and Plan may be made following the Meetings by CFFI, but shall be subject to review and, if appropriate, further direction by this Court at the hearing for the final order to approve the Arrangement (the "**Final Order**").

18. If any amendments, modifications or supplements to the Arrangement or Plan as referred to in paragraph 17 above would, if disclosed, reasonably be expected to affect an Unsecured Creditor or a Secured Creditor's decision to vote for or against the applicable Arrangement Resolution, notice of such amendment, modification or supplement shall be distributed, at least five (5) business days prior to the relevant Meeting, by pre-paid ordinary mail, courier, e-mail, or by the method most reasonably practicable in the circumstances, as CFFI may determine.

AMENDMENTS TO DISCLOSURE STATEMENT

19. Subject to the terms of the Support Agreement, CFFI is authorized to make such amendments, revisions and/or supplements to the draft Disclosure Statement as it may determine and the Disclosure Statement, as so amended, revised and/or supplemented, shall be the Disclosure Statement to be distributed in accordance with this Interim Order.

DISTRIBUTION OF MEETING MATERIALS

20. To effect notice of the Meetings, CFFI shall, within five (5) business days of the granting of this Interim Order or as soon as practicable thereafter, send or deliver, or cause to be sent or delivered, a copy of this Interim Order, the Plan, the Secured Meeting Materials or Unsecured Meeting Materials (as applicable), and such other documents, supplements or other information as CFFI may determine is necessary or desirable and is not inconsistent with the terms of this Interim Order (the "**Meeting Packages**" and each a "**Meeting Package**"), by one or more of recognized courier service, e-mail or such other means as CFFI may determine are reasonable in the circumstances, addressed to the applicable Creditor's email address or last known address as of the Record Date.

21. CFFI may give notice of this Interim Order and any other materials, notices, and Orders in these proceedings (including but not being limited to the Notice of Motion

relating to the motion for the Final Order (the "**Final Application**"), a copy of this Interim Order, the Secured Meeting Materials, the Unsecured Meeting Materials and the Fairness Opinion) by forwarding originals or true copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Creditors or other interested parties at their respective addresses as shown on CFFI's records, and such materials shall be deemed for all purposes to have been received and valid service effected on the following timeframes:

a. in the case of distribution by courier, one (1) business day after receipt by the courier;

b. in the case of distribution by delivery in person, upon receipt thereof by the intended addressee; and

c. in the case of distribution by e-mail or other electronic means, upon the transmission thereof.

22. Notice of amendments, updates or supplements to any of the information provided in the Secured Meeting Materials and the Unsecured Meeting Materials (collectively, the "**Meeting Materials**") may be communicated to the Creditors by notice sent by any of the methods set forth in paragraph 20 above as determined by the directors of CFFI to be the most appropriate method of providing notice.

23. Any amendments, updates or supplements to any of the information provided in the Meeting Materials will be deemed to have been received within the times provided in paragraph 21, in the case of notice provided by courier, delivery in person or delivery by e-mail or other electronic means.

PROXIES

24. CFFI is authorized to use a Secured Creditor Proxy and Unsecured Creditor Proxy, in substantially the same forms as are attached as Schedules "H" and "I" to the Disclosure Statement, subject to CFFI's ability to insert or change dates, the time and location of the Meetings and other relevant information in the final form of Unsecured Creditor Proxy and Secured Creditor Proxy, respectively, and to make other non-substantive changes as legal counsel may advise as are necessary or appropriate.

25. CFFI is authorized to solicit Creditor Proxies directly and through its officers, directors and employees and through such agents or representatives as it may retain for that purpose and by mail, telephone or such other form of personal or electronic communication as it may determine, subject to the terms of the Plan and this Interim Order.

26. The procedures and terms for the use of Creditor Proxies at the Meetings shall be as set out in the Disclosure Statement and in the form of Creditor Proxies and, for greater certainty, completed Creditor Proxies must be forwarded to McInnes Cooper

in the manner specified in the Disclosure Statement and applicable form of Creditor Proxy, such that they are received on or before 5:00 p.m. (Atlantic Time) on April 15, 2026.

VOTING

27. Notwithstanding anything to the contrary in this Interim Order, each Convenience Class Creditor (including any Unsecured Creditor that has validly submitted a Convenience Class Claim Election by the Election Deadline in accordance with this Interim Order and the Plan), will be deemed to vote as an Unsecured Creditor at the Unsecured Creditors Meeting in favour of the Plan. Each such vote shall have a value equal to such Unsecured Creditor's Convenience Class Claim. Convenience Class Creditors shall not be entitled to vote at the Creditors' Meeting, whether in person or by proxy.

28. The only persons entitled to vote in person or by proxy on (i) the Secured Creditors' Arrangement Resolution or such other business as may be properly brought before the Secured Creditors Meeting, shall be those Secured Creditors as at the Record Date; and (ii) the Unsecured Creditors' Arrangement Resolution or such other business as may be properly brought before the Unsecured Creditors Meeting, shall be those Unsecured Creditors (other than Convenience Class Creditors) as at the Record Date, including, for the avoidance of doubt, the HPS Secured Creditors in respect of the Impaired HPS Debt. Illegible votes, spoiled votes, defective votes and abstentions in respect of any ballot(s) conducted at the applicable Meeting shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the applicable Arrangement Resolution.

29. Votes taken at the Secured Creditors Meeting in respect of the Secured Creditors' Arrangement Resolution and any other items of business affecting CFFI properly brought before such Secured Creditors Meeting shall be on the basis that each Secured Creditor as of the Record Date shall be entitled to one (1) vote for each $1.00 of Secured Creditor Claims as at the Record Date, unless the Claim is a Disputed Claim and the value of such Secured Creditor Claim has otherwise been agreed upon by the applicable Creditor, CFFI and HPS, or determined by an Order of the Court, prior to the time of the Secured Creditors Meeting.

30. Votes taken at the Unsecured Creditors Meeting in respect of the Unsecured Creditors' Arrangement Resolution and any other items of business affecting CFFI properly brought before such Unsecured Creditors Meeting shall be on the basis that each Unsecured Creditor as of the Record Date shall be entitled to one (1) vote for each $1.00 of Unsecured Claims as at the Record Date, unless: (i) the Unsecured Creditor is a Convenience Class Creditor, or (ii) the Claim is a Disputed Claim and the value of such Unsecured Claim has otherwise been agreed upon by the applicable Creditor, CFFI and HPS, or determined by an Order of the Court, prior to the time of the Unsecured Creditors Meeting.

31. In order for the Plan to be considered to have been approved at each of the Meetings, subject to: (i) paragraph 42; and (ii) further Order of this Court:

    a. the Secured Creditors' Arrangement Resolution must be passed, with or without variation, at the Secured Creditors Meeting by an affirmative vote of not less than seventy-five (75%) of the aggregate votes of the Secured Creditors voting together as a single class in person or by proxy at the Secured Creditors Meeting (the "**Participating Secured Creditors**") and a majority of the Participating Secured Creditors, as such votes are cast by the Secured Creditors present in person or by proxy and entitled to vote at the Secured Creditors Meeting,

    b. the Unsecured Creditors' Arrangement Resolution must be passed, with or without variation, at the Unsecured Creditors Meeting by an affirmative vote of not less than seventy-five (75%) of the aggregate votes of the Unsecured Creditors voting together as a single class in person or by proxy at the Unsecured Creditors Meeting (the "**Participating Unsecured Creditors**") and a majority of the Participating Unsecured Creditors, as such votes are cast by the Unsecured Creditors present in person or by proxy and entitled to vote at the Unsecured Creditors Meeting (for the avoidance of doubt, such thresholds shall include the votes of Convenience Class Creditors, who are deemed to vote in favour of the Plan);

    The votes set out in subparagraph (a) and (b) above shall be sufficient to authorize CFFI to do all such acts and things as may be necessary or desirable to give effect to the Plan, as it may be amended, revised and/or supplemented pursuant to the terms of the Support Agreement, this Interim Order or further Order of the Court, without the necessity of any further approval by the Creditors, subject only to final approval of the Arrangement by this Court and the satisfaction or waiver of the conditions to the Plan pursuant to its terms.

DISPUTED CLAIMS

32. To the extent any Creditors dispute the value ascribed to their Claims in the Secured Creditor Proxy or Unsecured Creditor Proxy (as applicable) in accordance with the terms of paragraph 33 below, such Claims shall be considered in dispute ("**Disputed Claims**" and each a "**Disputed Claim**").

33. Each Creditor who seeks to dispute the value ascribed to its Claim in the applicable Creditor Proxy must notify CFFI of its decision to dispute the value of its Claim in writing and with supporting documentation by no later than April 10, 2026, in accordance with the terms of the applicable Creditor Proxy or the value of such Creditor's Claim will be deemed to be the value ascribed to the Claim in the applicable Creditor Proxy based on the books and records of CFFI as at the Record Date.

34. Each Creditor with a Disputed Claim against CFFI shall be entitled to attend the Secured Creditors Meeting or Unsecured Creditors Meeting (as applicable) and shall be entitled to one (1) vote for each $1.00 of Claims as at the Record Date, based on the value ascribed to such Claim(s) in the applicable Creditor Proxy, unless the value of any Disputed Clams has otherwise been agreed upon by the applicable Creditor, CFFI and HPS, or determined by an Order of the Court, prior to the time of the applicable Meeting.

35. To the extent the value of any Disputed Claims has not been agreed upon by the applicable Creditor, CFFI and HPS or determined by an order of the Court prior to the time of the Secured Creditors Meeting or Unsecured Creditors Meeting (as applicable), a separate record of votes cast by Creditors holding such Disputed Claims shall be kept by CFFI and reported to the Court.

APPLICATION FOR FINAL ORDER

36. Upon obtaining approval of the Arrangement from the Secured Creditors and the Unsecured Creditors in the manner set forth in this Interim Order, or approval of the Secured Creditor Arrangement (as defined below) from the Secured Creditors in the manner set forth in this Interim Order, CFFI may apply to this Court for final approval of the Arrangement on April 30, 2026.

37. Any person who wishes to oppose the motion for the Final Order must serve upon the lawyers for CFFI and HPS and upon all the parties listed in paragraph 40 below, and file with the Court, a copy of the materials to be used to oppose the Final Application by no later than 5:00 p.m. (Atlantic Time) on the date that is three (3) business days prior to the hearing of the Final Application.

SUFFICIENCY OF NOTICE

38. The distribution of the Meeting Packages, including the Interim Order in the Disclosure Statement, when sent in accordance with paragraphs 20 to 23 hereof, shall constitute notice of the Meetings and the Record Date and constitute good and sufficient service of this Interim Order on all interested persons. Further, no other form of service need be effected and no other material need be served unless a Notice of Appearance is served in accordance with paragraph 39 below.

39. Any Notice of Appearance served in response to the Notice of Motion shall be served on the solicitors for CFFI as soon as reasonably practicable, and, in any event, no less than seven (7) days before the hearing of the Final Application, at the following address:

McInnes Cooper
1969 Upper Water St., Suite 1300
McInnes Cooper Tower - Purdy's Wharf
Halifax, NS
B3J 3R7

Attention: Ben Pryde
Email: ben.pryde@mcinnescooper.com

40. Subject to further order of this Court, the only persons entitled to appear and be heard at the hearing of the Final Application shall be: (i) CFFI; (ii) the Secured Creditors; (iii) the Unsecured Creditors; (iv) any person who has filed a Notice of Appearance herein in accordance with this Interim Order and Nova Scotia Civil Procedure Rules; and (v) their respective legal counsel.

STAY OF PROCEEDINGS

41. From 12:01 a.m. (Atlantic Time) on the date of this Interim Order, 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 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 41 shall not apply to the termination of the Support Agreement in accordance with its respective terms.

SECURED CREDITOR ARRANGEMENT

42. Subject to the terms of the Support Agreement, (i) the provisions of this Interim Order relating to calling, holding and conduct of the Secured Creditors Meeting shall continue to apply with respect to the Secured Creditor Claims in the event that the Applicant seeks approval of a plan of arrangement under Section 130 of the *Companies Act* (Nova Scotia) wherein only the Secured Creditor Claims are proposed to be arranged (a "**Secured Creditor Arrangement**"), and (ii) 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.

GENERAL

43. 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.

44. 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

45. To the extent of any inconsistency or discrepancy with respect to the matters provided for in this Interim Order, as between this 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 Interim Order shall govern.

EXTRA-TERRITORIAL ASSISTANCE

46. 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 Interim Order.

DATED at Halifax, Nova Scotia this 17th day of February, 2026.

PROTHONOTARY

SCHEDULE "E"
TO THE DISCLOSURE STATEMENT

CONTINGENT VALUE 'A' RIGHTS

CERTIFICATE

(See attached)

THIS CONTINGENT VALUE 'A' RIGHT HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR PURSUANT TO THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. ACCORDINGLY, THIS CONTINGENT VALUE 'A' RIGHT MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS EITHER REGISTERED UNDER THE ACT AND APPLICABLE STATE LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

CFFI VENTURES INC.

CONTINGENT VALUE 'A' RIGHTS CERTIFICATE

Contingent Value 'A' Rights Certificate No. _____[*CVR-A[•]*]_____

THIS IS TO CERTIFY THAT _____ is the registered holder of _____ Class 'A' Contingent Value Rights, each entitling such holder to receive a contingent cash payment from CFFI Ventures Inc., a corporation existing under the laws of Nova Scotia (the "**Company**"), on the terms and subject to the conditions set forth in this Contingent Value 'A' Rights certificate (the "**Certificate**").

This Certificate is issued pursuant to a plan of arrangement under Section 130 of the *Companies Act* (Nova Scotia) (as it may be amended or supplemented from time to time pursuant to the terms thereof, the "**Plan of Arrangement**"), whereby, among other things, the holders of Subordinate Secured Debt (as defined in the Plan of Arrangement) as of immediately prior to the Effective Time will become entitled to receive a contingent cash payment on the terms and subject to the conditions set forth herein (each, a "**Contingent Value 'A' Right**"), in exchange and as consideration for the full and final settlement of the Subordinate Secured Debt held by such holders as at the Effective Date, pursuant to the terms of the Plan of Arrangement.

1. INTERPRETATION

1.1 Definitions. Capitalized terms used in this Certificate shall have the meanings ascribed to them below:

(a) "**Affiliate**" means, with respect to any Person, any other Person directly or indirectly, controlling, controlled by, or under common control with, such Person. For this purpose, "control" (including, the terms "controlling", "controlled" "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise;

(b) "**Board of Directors**" means the board of directors of the Company from time to time;

(c) "**Business Day**" means any day, other than a Saturday, a Sunday or a day on which banks are required or authorized to remain closed in Halifax, Nova Scotia, Canada;

(d) "**Certificate**" has the meaning set forth in the recitals hereto;

(e) "**CFFI Assets**" has the meaning set forth in the Plan of Arrangement.

(f) "**CFFI Assets Mark-to-Market Value**" means, at the applicable time, the fair market value of the CFFI Assets then held, as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(g) "**CFFI Assets Net Realized Value**" means, at the applicable time, without duplication, the aggregate amount of cash and the fair market value of any non-cash consideration received by the Company since the Effective Date on account of (i) any dividend or other distribution, direct or indirect, paid to the Company on account of any of the Transferred Equity Interests and (ii) any sale, transfer or other disposition by the Company to any Person of any CFFI Assets, including any of the Transferred Equity Interests or Transferred Tangible Property, net of any costs or expenses directly incurred in connection therewith (with any escrowed, held-back or withheld amounts included only when released to the Company), in each case as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(h) "**CFFI Assets Value**" means, at any given time, the sum of (i) the CFFI Assets Mark-to-Market Value and (ii) the CFFI Assets Net Realized Value.

(i) "**CFFI Minimum Asset Value**" means $[•].[1]

(j) "**Company**" has the meaning set forth in the recitals hereto;

(k) "**Company Permitted Assignee**" has the meaning set forth in Section 4.3;

(l) "**Contingent Value 'A' Maximum Payment Amount**" means $[•][2], being the maximum aggregate amount that may be paid to all Holders of Contingent Value 'A' Rights.

(m) "**Contingent Value 'A' Payment**" has the meaning set forth in Section 2.9(b);

(n) "**Contingent Value 'A' Payment Date**" means a date determined by the Company that is no later than forty (40) Business Days after the end of the applicable Contingent Value 'A' Payment Period;

(o) "**Contingent Value 'A' Payment Determination Date**" means the last calendar day of each Contingent Value 'A' Period;

(p) "**Contingent Value 'A' Payment Determination Time**" has the meaning set forth in the definition of "**Contingent Value 'A' Payment Per Right**";

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[1] Will be the value of the Note Purchase Agreement liability but for implementation of the Plan of Arrangement.

[2] Will be the value of the applicable holder's Subordinate Secured Debt but for implementation of the Plan of Arrangement.

(q) "**Contingent Value 'A' Payment Notice**" has the meaning set forth in Section 2.9(a);

(r) "**Contingent Value 'A' Payment Per Right**" means, with respect to any Contingent Value 'A' Payment Period, an amount equal to the Contingent Value 'A' Payment Pool calculated for the applicable Contingent Value 'A' Payment Period divided by the total number of Contingent Value 'A' Rights issued and outstanding as of 11:59 p.m. on December 31 of the applicable Contingent Value 'A' Payment Period (the "**Contingent Value 'A' Payment Determination Time**");

(s) "**Contingent Value 'A' Payment Periods**" means each consecutive financial year of the Company ending on December 31; provided that, the first Contingent Value 'A' Payment Period shall commence on the Effective Date and the last Contingent Value 'A' Payment Period shall end on the Termination Date;

(t) "**Contingent Value 'A' Payment Pool**" means, with respect to any Contingent Value 'A' Payment Period, an amount equal to 15% of the Company's Gross Profit for such Contingent Value 'A' Payment Period, net of any deduction of allowances for reserves as in the opinion of the Board of Directors, acting reasonably and in good faith, are required to or are prudent to maintain to fund the operations and liabilities of the Company and its subsidiaries; provided that, the Contingent Value 'A' Payment Pool for any given Contingent Value 'A' Payment Period shall never exceed the Contingent Value 'A' Payment Pool Annual Maximum for any Contingent 'A' Payment Period;

(u) "**Contingent Value 'A' Payment Pool Annual Maximum**" means, with respect to any Contingent Value 'A' Payment Period, the excess (if any) of the CFFI Assets Value over the CFFI Minimum Asset Value, as calculated on the Contingent Value 'A' Payment Determination Date;

(v) "**Contingent Value 'A' Right**" has the meaning set forth in the recitals hereto;

(w) "**Contingent Value 'A' Rights Register**" has the meaning set forth in Section 2.7;

(x) "**Effective Date**" has the meaning set forth in the Plan of Arrangement;

(y) "**Effective Time**" has the meaning set forth in the Plan of Arrangement;

(z) "**Extraordinary Resolution**" has the meaning set forth in Section 3.12;

(aa) "**Governmental Entity**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or axing authority or power;

(bb) "**Gross Profit**" means, for any Contingent Value 'A' Payment Period, the amount equal to: (i) realized gains and income recognized by the Company in profit or loss from (i) the disposition of assets, subsidiaries or other investments (including shares, limited partnership units, debt instruments and intangible assets), measured as the aggregate consideration received; and (ii) investment income, including interest, dividends and partnership or fund distributions, in each case to the extent recognized in profit or loss under US GAAP; minus (b) all expenses, costs and charges of the Company incurred or recognized in such period under US GAAP, whether direct or indirect, operating or non-operating, including, without limitation, selling, general and administrative expenses (including employee salaries, benefits and any other employment-related costs), occupancy and insurance, information technology, professional fees and advisory or success fees, brokerage fees, severance, retention and change-in-control payments, transaction expenses (including transfer taxes and other transaction-related taxes), depreciation and amortization, impairment charges and write-downs, financing and interest costs, foreign exchange losses, and income, capital gains and other taxes;

(cc) "**Holder**" means, as the context requires, the holder of this Certificate and any Person in whose name a Contingent Value 'A' Right is registered in the Contingent Value 'A' Register at the applicable time;

(dd) "**Interim Order**" has the meaning set forth in the Plan of Arrangement;

(ee) "**Note Purchase Agreement**" has the meaning set forth in the Plan of Arrangement;

(ff) "**Note Purchase Agreement Debt Documents**" has the meaning set forth in the Plan of Arrangement;

(gg) "**Person**" means any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

(hh) "**Plan of Arrangement**" has the meaning set forth in the recitals hereto;

(ii) "**Termination Date**" means December 31, 2031;

(jj) "**Transferred Equity Interests**" has the meaning set forth in the Plan of Arrangement;

(kk) "**Transferred Tangible Property**" has the meaning set forth in the Plan of Arrangement;

(ll) "**US GAAP**" means generally accepted accounting principles in the United States as in effect from time to time, consistently applied throughout the periods involved;

1.2 Interpretation.

(a) Currency. All references to dollars or to $ are references to Canadian dollars. For the purposes of converting various amounts from Canadian dollars to United States dollars or from United States dollars to Canadian dollars for the purposes of this Certificate, a Canadian dollar to United States dollar exchange rate shall be selected by the Board of Directors, acting reasonably.

(b) Gender and Number. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(c) Certain Phrases and References, etc. The words (a) "including," "includes" and "include" mean "including (or includes or include) without limitation," (b) "or" or "either" shall not be exclusive, and (c) "the aggregate of," "the total of," "the sum of," or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of." The phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not merely mean "if". Unless stated otherwise, "Article" and "Section" followed by a number or letter mean and refer to the specified Article or Section of this Certificate. The term "Certificate" and any reference in this Certificate to this Certificate or any other agreement or document includes, and is a reference to, this Certificate or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it.

(d) Statutes. Any reference to a statute refers to such statute and all rules and regulations made or promulgated under it, as it or they may have been or may from time to time be amended modified, supplemented or reenacted, including by succession of comparable successor laws, in each case unless expressly stated otherwise.

(e) Computation of Time. If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Certificate, then the first day of the period is not counted, but the day of its expiry is counted. Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day.

(f) Time References. Unless otherwise specified, all references to time herein mean local time, in Halifax, Nova Scotia.

(g) Accounting Matters. For the purposes of this Certificate, Gross Profit shall be derived from the Company's books and records and its financial statements prepared in good faith in accordance with US GAAP. The Company shall apply US GAAP and its accounting policies on a basis consistent with prior periods. Any change in accounting policies or practices (including as required by US GAAP) shall be reflected using a method that preserves comparability so that Gross Profit is not artificially increased or decreased by such change, with reasonable

adjustments made if necessary to achieve comparability, as conclusively determined by the Company acting reasonably.

2. TERMS OF CLASS "A" CONTINGENT VALUE RIGHTS

2.1 Contingent Value 'A' Right Payments. Each Contingent Value 'A' Right shall entitle the Holder thereof to receive from the Company, subject to Sections 2.3 and 2.4 and subject to the Company's right to make any applicable deductions or withholdings in accordance with Section 2.9(c), in respect of any Contingent Value 'A' Payment Period, an amount equal to the Contingent Value 'A' Payment Per Right, provided that:

(a) no amounts shall be paid, payable or accrue hereunder or to any Holder of Contingent Value 'A' Rights for such Contingent Value 'A' Payment Period unless the CFFI Assets Value as of the applicable Contingent Value 'A' Payment Determination Time is greater than the CFFI Minimum Asset Value; and

(b) the aggregate of all payments made to Holders of Contingent Value 'A' Rights shall not exceed the Contingent Value 'A' Maximum Payment Amount.

2.2 Holder of Contingent Value 'A' Rights not a Shareholder. Nothing in the holding of this Certificate, or otherwise, shall, in itself, confer or be construed as conferring upon the Holder any right or interest whatsoever as a shareholder of the Company, including, but not limited to, the right to vote at, to receive notice of, or to attend, meetings of shareholders of the Company or any other proceedings of the Company, or the right to dividends and other allocations.

2.3 Solvency Restrictions. Notwithstanding any other provision of this Certificate, the Company is not obligated to deliver any payments hereunder to the extent that it would be contrary to solvency requirements or any other provision of applicable law.

2.4 Contingent Value 'A' Rights to Rank Pari Passu. All Contingent Value 'A' Rights are direct unsecured contingent obligations of the Company and shall rank *pari passu* with each other, whatever may be the actual date of issue thereof. Apart from the foregoing, the Contingent Value 'A' Rights shall not confer on Holders any legal right or interest in any other property of the Company or its Affiliates or the Company.

2.5 Transfer and Ownership of Contingent Value 'A' Rights. Subject to Section 2.10, neither this Certificate nor any right or interest hereunder shall be assignable by the Holder, his beneficiaries, dependents or legal representatives without the Company's prior written consent, which may be withheld or conditioned in its sole discretion.

2.6 Ownership of Rights. The Company may deem and treat the registered Holder of this Certificate as the absolute owner of the Contingent Value 'A' Rights represented hereby for all purposes and the Company shall not be affected by any notice or knowledge to the contrary, except where the Company is required to take notice by statute or by order of a court of competent jurisdiction.

2.7 Register. The Company shall maintain a register (the "Contingent Value 'A' Right Register") which shall include (without limitation) the following information for each

Holder: (i) the name and mailing address of each Holder and (ii) the number of Contingent Value 'A' Rights issued to each Holder pursuant to the Plan of Arrangement.

2.8 Issue in Substitution for Certificates Lost, etc.

(a) If this Certificate becomes mutilated or is lost, destroyed or stolen, the Company, subject to applicable law, shall issue and deliver, a new Certificate of like tenor, and bearing the same legend, if applicable, as the one mutilated, lost, destroyed or stolen in exchange for and in place of and upon cancellation of such mutilated Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Certificate, and the substituted Certificate shall be entitled to the benefits hereof.

(b) The applicant for the issue of a new Certificate pursuant to this Section 2.8 shall bear the cost of the issue thereof and in case of loss, destruction or theft shall, as a condition precedent to the issuance thereof, furnish to the Company such evidence of ownership and of the loss, destruction or theft of the Certificate so lost, destroyed or stolen as shall be satisfactory to the Company, in its sole discretion, acting reasonably, and such applicant shall also be required to furnish an indemnity and surety bond in amount and form satisfactory to the Company, in its sole discretion, and shall pay the reasonable charges of the Company in connection therewith.

2.9 Payment Procedures.

(a) Within twenty (20) Business Days of the end of a Contingent Value 'A' Payment Period, the Company shall provide each Holder with written notice (the "**Contingent Payment Notice**") setting out: (a) the Contingent Value 'A' Payment Per Right for that Contingent Value 'A' Payment Period (if any) (net of any applicable deductions or withholdings pursuant to Section 2.9(c)) and (b) the Contingent Value 'A' Payment Date of the applicable payment.

(b) On or before 11:00 a.m. (Eastern time) on the Business Day immediately prior to the applicable Contingent Value 'A' Payment Date, the Company shall send by first-class mail (postage prepaid) to the address of the Holder of the Contingent Value 'A' Rights last appearing on the register pursuant to Section 2.7 (or, in the event of the address not being so recorded, at the last known address of the Holder), a cheque in the name of such Holder representing the amount payable to the Holder in accordance with Section 2.1 (the "**Contingent Value 'A' Payment**"). Notwithstanding the aforementioned, the Company may, in its sole discretion, elect to make any payments hereunder by wire transfer to an account designated in writing by the Holder, provided that the Holder has delivered to the Company current and accurate wire transfer details upon the Company's request. If the Holder fails to deliver such wire transfer details within a reasonable time following the Company's request, the Company shall send the payment by cheque to the Holder's last known address as recorded in the register pursuant to Section 2.7 (or, if no such address is recorded, to the last known address of the Holder) and the Holder shall be deemed to waive any claims, liabilities or damages arising from non-delivery, delay, or other issues resulting from the use of such delivery method.

(c) The Company (and any applicable Affiliate) shall be entitled to deduct and withhold from any amounts or property to be issued, paid, assigned or conveyed hereunder, such amounts as the Company is required to deduct and withhold with respect to such payment or transfer under the *Income Tax Act* (Canada) or any provision of federal, provincial, state, local or foreign tax law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the relevant Holder, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

(d) If any portion of any Contingent Value 'A' Payment remains undistributed to a Holder twelve (12) months after the delivery date of the Contingent Value 'A' Payment Notice, such Holder shall be entitled to look to the Company (subject to abandoned property, escheat and other similar applicable law) only as general creditors thereof with respect to the Contingent Value 'A' Payment payable hereunder, without any interest thereon. The Company shall not be liable to such Holder for any such consideration delivered in respect of a Contingent Value 'A' Right to a public official pursuant to any abandoned property, escheat or other similar applicable law.

(e) For the avoidance of doubt, no Contingent Value 'A' Payment shall accrue or become payable to any Holder with respect to any Contingent Value 'A' Payment Period unless the CFFI Assets Value as of the applicable Contingent Value 'A' Payment Determination Date is greater than the CFFI Minimum Asset Value.

2.10 Ability to Abandon Contingent Value 'A' Rights. A Holder may at any time, at such Holder's option, abandon all of such Holder's remaining rights in a Contingent Value 'A' Right by transferring such Contingent Value 'A' Right to the Company or any of its Affiliates without consideration therefor, which abandonment a Holder may effect by delivery of a written notice of such transfer and abandonment to the Company. Subject to applicable law, nothing in this Certificate shall prohibit the Company or any of its Affiliates from offering to acquire or acquiring any Contingent Value 'A' Rights for consideration from the Holders, in private transactions or otherwise, in its sole discretion. Any Contingent Value 'A' Rights acquired by the Company or any of its Affiliates shall be automatically deemed extinguished and no longer outstanding. Notwithstanding anything to the contrary herein, the Company and its Affiliates shall have no obligation to make any offer to acquire Contingent Value 'A' Rights on a pro rata basis or to extend any such offer to all Holders, and any such acquisition may be conducted selectively and at the sole discretion of the Company or its Affiliates.

2.11 Termination Date. At the Termination Date, this Certificate shall be cancelled and shall thereafter by null, void and of no effect; provided that, any unpaid Contingent Value 'A' Payments accrued prior to the Termination Date shall remain payable by the Company in accordance with Section 2.9.

3. MEETINGS OF HOLDERS

3.1 Right to Convene Meeting. The Company may at any time, and any Holders holding at least 66 2/3% of the Contingent Value 'A' Rights issued and outstanding at such time may, not more than once every two calendar years, convene a meeting of the Holders (the

"**Requisitioning Holder**"). Every such meeting shall be held in Halifax, Nova Scotia; provided, that, any meeting held pursuant to this Article 3 may be held through a virtual or electronic meeting platform.

3.2 Notice of Meetings. At least ten days' and not more than 60 days' prior written notice of any meeting of the Holders shall be given to the Holders by ordinary post addressed to such Holders at their post office addresses appearing on the Contingent Value 'A' Right Register hereinbefore mentioned. Such notice must state the time when and the place where the meeting is to be held and state briefly the general nature of the business to be transacted thereat and shall contain such information as is reasonably necessary to enable the Holders to make a reasoned decision on the matter.

3.3 Chair. An individual (who need not be a Holder) designated in writing by the Company (if it calls the meeting) shall be the chair of the meeting and if no individual is so designated, or if the individual so designated is not present within fifteen (15) minutes from the time fixed for the holding of the meeting, Holders present in person or by proxy shall choose an individual present to be chair.

3.4 Quorum. At any meeting of the Holders a quorum shall consist of Holders present in person or by proxy and holding more than 50% of the aggregate number of then outstanding Contingent Value 'A' Rights. If a quorum is not present within thirty (30) minutes from the time fixed for holding any meeting, no business shall be transacted at the meeting and the meeting, if summoned by the Holders, shall be dissolved; but in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day in which case it shall be adjourned to the next following Business Day) at the same time and place and the Company shall be required to give notice in respect of such adjourned meeting's new date and time. Any business may be brought before or dealt with at an adjourned meeting which might have been dealt with at the original meeting in accordance with the notice calling the same. At the adjourned meeting the Holders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened, notwithstanding that they may not hold more than 50% of the aggregate number of all then outstanding Contingent Value 'A' Rights.

3.5 Power to Adjourn. The chair of any meeting at which a quorum is present may, with the consent of the meeting, adjourn any such meeting, and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

3.6 Show of Hands. Unless a poll is demanded or required as provided in Section 3.7, every question submitted to a meeting shall be decided in the first place by a majority of the votes given on a show of hands, a declaration by the chair that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

3.7 Poll. On every Extraordinary Resolution, and on any other question submitted to a meeting and after a vote by show of hands when demanded by the chair or by one or more of the Holders acting in person or by proxy and holding in the aggregate at least 5% of all the Contingent Value 'A' Rights then outstanding, a poll must be taken in such manner as the

chair directs. Questions other than those required to be determined by Extraordinary Resolution shall be decided by a majority of the votes cast on the poll.

3.8 Voting.

(a) On a show of hands, every Person who is present and entitled to vote, whether as a Holder or as proxy for one or more Holders or both, shall have one vote in respect of each Contingent Value 'A' Right held or represented by proxy. On a poll, each Holder present in person or represented by a proxy duly appointed by an instrument in writing shall be entitled to one vote in respect of each Contingent Value 'A' Right held or represented by it. A proxy need not be a Holder. In the case of joint Holders of a Contingent Value 'A' Right, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others; but in case more than one of them is present in person or by proxy, they must vote together in respect of the Contingent Value 'A' Rights of which they are joint Holders. The chair of any meeting shall be entitled, both on a show of hands and on a poll, to vote in respect of any Contingent Value 'A' Rights, if any, held or represented by him, but shall not have a second or deciding vote.

(b) Any resolution proposed to be passed at a meeting of the Holders (including an adjourned meeting) duly convened and held in accordance with the provisions of this Article 3 shall, except in the case of those matters expressly required to be approved by Extraordinary Resolution, be considered duly passed if approved by a majority of the Holders present in person or represented by proxy at the meeting.

3.9 Regulations.

(a) The Company may from time to time make or vary or restate such regulations as it shall from time to time think fit regarding the following:

(i) the setting of the record date for a meeting for the purpose of determining Holders entitled to receive notice of and to vote at the meeting;

(ii) the deposit of instruments appointing proxies at such place and time as the Company or the Holders convening the meeting, as the case may be, may in the notice convening the meeting direct;

(iii) the deposit of instruments appointing proxies at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxies to be mailed, telecopied or sent electronically before the meeting to the Company at the place where the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting;

(iv) the form of the instrument of proxy; and

(v) generally for the calling of meetings of Holders and the conduct of business thereat.

(b) Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Except as such regulations may provide, the only Persons who shall be recognized at any meeting as Holders, or as entitled to vote or be present at the meeting in respect thereof, shall be Holders and Persons whom Holders have by instrument in writing duly appointed as their proxies.

3.10 Company Representation. The Company, by its officers, directors, agents and employees and legal advisors, may attend any meeting of the Holders, and shall be recognized and given reasonable opportunity to speak to any resolutions proposed for consideration by the meeting, but shall not be entitled to vote thereat.

3.11 Powers Exercisable by Extraordinary Resolution.

Subject to applicable law, in addition to the powers conferred upon them by any other provisions of this Certificate or by law, the Holders at a meeting shall have the power, exercisable from time to time by Extraordinary Resolution:

(a) to sanction any modification, abrogation, alteration, compromise or arrangement of the rights of the Holders against the Company whether such rights arise under this Certificate; provided that, no such modification, abrogation, alteration, compromise or arrangement relating to this Certificate is effective unless approved in writing by the Company;

(b) to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Holders; provided that, no such amendment, alteration or repeal of any such Extraordinary Resolution is effective unless approved in writing by the Company; and

(c) to the extent required by any applicable laws or order of a court of competent jurisdiction, assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or other securities of the Company.

3.12 Meaning of Extraordinary Resolution. The expression "Extraordinary Resolution" when used in this Certificate means, subject as provided in in Section 3.14, a resolution passed, at a meeting of Holders duly convened and held in accordance with the provisions of this Article 3 by the affirmative votes of the Holders holding at least 66 2/3% of the aggregate number of all then outstanding Contingent Value 'A' Rights represented at the meeting and voted on a poll upon such resolution.

3.13 Powers Cumulative. Any one or more of the powers and/or any combination of the powers in this Certificate stated to be exercisable by the Holders by Extraordinary Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers or any combination of powers from time to time shall not be deemed to exhaust the

rights of the Holders to exercise the same or any other such power or combination of powers thereafter from time to time.

3.14 Instruments in Writing. All actions which may be taken and all powers which may be exercised by the Holders at a meeting held as provided in this Article 2.11 may also be taken and exercised by Holders holding at least 66 2/3% of the aggregate number of all then outstanding Contingent Value 'A' Rights by an instrument in writing signed in one or more counterparts by such Holders in person or by attorney duly appointed in writing, and the expression "Extraordinary Resolution" when used in this Certificate shall include an instrument so signed.

3.15 Binding Effect of Resolutions. Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article 3 at a meeting of Holders shall be binding upon all Holders, whether present at or absent from such meeting, and every instrument in writing signed by Holders in accordance with Section 3.14 shall be binding upon all Holders, whether signatories thereto or not, and each and every Holder (subject to the provisions for its indemnity herein contained) shall be bound to give effect accordingly to every such resolution, Extraordinary Resolution and instrument in writing.

4. GENERAL

4.1 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two Business Days after) it is sent by (a) confirmed e-mail; (b) overnight delivery; or (c) registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at [●] in the case of the Company, or the address set forth in the Contingent Value 'A' Right Register, in the case of the Holder.

4.2 Provisions of this Certificate and Contingent Rights for the Sole Benefit of Holder. Nothing in this Certificate, expressed or implied, shall give or be construed to give to any person other than the Company and the Holder, as the case may be, any legal or equitable right, remedy or claim under this Certificate, or under any covenant or provision herein or therein contained, all such covenants and provisions being for the sole benefit of the Company and the Holder.

4.3 Company Successors and Assigns. The Company may assign any or all of its rights, interests and obligations under this Certificate (a) to any Affiliate and (b) to any Person in connection with, or to implement, the Plan of Arrangement (each, a "**Company Permitted Assignee**"), in each case without the consent of the Holder. Except for an assignment effected by operation of law pursuant to the Plan of Arrangement, any Company Permitted Assignee shall, as a condition to such assignment, execute and deliver to the Holder a written instrument assuming and agreeing to be bound by all terms of this Certificate, including the due and punctual payment of all Contingent Value 'A' Payments and the due and punctual performance and observance of all covenants and obligations of the Company hereunder. Upon the effectiveness of any such assignment, (i) the assignee shall be deemed the "Company" for all purposes hereof and (ii) the assignor shall be released from further obligations hereunder arising after the effective time of such assignment, except for obligations that accrued prior thereto. This Section binds and inures to the benefit of the

Company and its successors and permitted assigns, and any successor or Company Permitted Assignee may rely on and further assign in accordance with this Section.

4.4 Governing Law. This Certificate shall be governed by and construed and interpreted in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein without giving effect to the conflicts of laws principles thereof and without reference to the laws of any other jurisdiction.

4.5 Entire Agreement. This Certificate, constitutes the entire agreement among the Company and the Holder hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Company and the Holder with respect to the subject matter hereof.

4.6 Further Assurances. The Company shall make, execute, endorse, acknowledge and deliver any amendments, modifications or supplements hereto and restatements hereof and any other agreements, instruments or documents, and take any and all such other actions, as may from time to time be reasonably requested by Holder to effect, confirm or further assure or protect and preserve the interests, rights and remedies of Holder pursuant to the terms of this Certificate.

[Signature page to follow]

IN WITNESS WHEREOF the Company has caused this Certificate to be signed by its duly authorized officer as of the Effective Date.

CFFI VENTURES INC.

Per: _____
(Authorized Signatory)

SCHEDULE "F"
TO THE DISCLOSURE STATEMENT

CONTINGENT VALUE 'B' RIGHTS

CERTIFICATE

(See attached)

THIS CONTINGENT VALUE 'B' RIGHT HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR PURSUANT TO THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. ACCORDINGLY, THIS CONTINGENT VALUE 'B' RIGHT MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS EITHER REGISTERED UNDER THE ACT AND APPLICABLE STATE LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

CFFI VENTURES INC.

CONTINGENT VALUE 'B' RIGHTS CERTIFICATE

Contingent Value 'B' Rights Certificate No. _____*[CVR-B[•]]*_____

THIS IS TO CERTIFY THAT _____ is the registered holder of _____ Class 'B' Contingent Value Rights, each entitling such holder to receive a contingent cash payment from CFFI Ventures Inc., a corporation existing under the laws of Nova Scotia (the "**Company**"), on the terms and subject to the conditions set forth in this Contingent Value 'B' Rights certificate (the "**Certificate**").

This Certificate is issued pursuant to a plan of arrangement under Section 130 of the *Companies Act* (Nova Scotia) (as it may be amended or supplemented from time to time pursuant to the terms thereof, the "**Plan of Arrangement**"), whereby, among other things, certain holders of Unsecured Claims (as defined in the Plan of Arrangement) as of immediately prior to the Effective Time will become entitled to receive a contingent cash payment on the terms and subject to the conditions set forth herein (each, a "**Contingent Value 'B' Right**"), in exchange and as consideration for the full and final settlement of the Unsecured Claims held by such holders as at the Effective Date, pursuant to the terms of the Plan of Arrangement.

1. INTERPRETATION

1.1 Definitions. Capitalized terms used in this Certificate shall have the meanings ascribed to them below:

(a) "**Affiliate**" means, with respect to any Person, any other Person directly or indirectly, controlling, controlled by, or under common control with, such Person. For this purpose, "control" (including, the terms "controlling", "controlled" "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise;

(b) "**Board of Directors**" means the board of directors of the Company from time to time;

(c) "**Business Day**" means any day, other than a Saturday, a Sunday or a day on which banks are required or authorized to remain closed in Halifax, Nova Scotia, Canada;

(d) "**Certificate**" has the meaning set forth in the recitals hereto;

(e) "**CFFI Assets**" has the meaning set forth in the Plan of Arrangement.

(f) "**CFFI Assets Mark-to-Market Value**" means, at the applicable time, the fair market value of the CFFI Assets then held, as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(g) "**CFFI Assets Net Realized Value**" means, at the applicable time, without duplication, the aggregate amount of cash and the fair market value of any non-cash consideration received by the Company since the Effective Date on account of (i) any dividend or other distribution, direct or indirect, paid to the Company on account of any of the Transferred Equity Interests and (ii) any sale, transfer or other disposition by the Company to any Person of any CFFI Assets, including any of the Transferred Equity Interests or Transferred Tangible Property, net of any costs or expenses directly incurred in connection therewith (with any escrowed, held-back or withheld amounts included only when released to the Company), in each case as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(h) "**CFFI Assets Value**" means, at any given time, the sum of (i) the CFFI Assets Mark-to-Market Value and (ii) the CFFI Assets Net Realized Value.

(i) "**CFFI Minimum Asset Value**" means $[•].[1]

(j) "**Company**" has the meaning set forth in the recitals hereto;

(k) "**Company Permitted Assignee**" has the meaning set forth in Section 4.3;

(l) "**Contingent Value 'B' Maximum Payment Amount**" means $[•][2], being the maximum aggregate amount that may be paid to all Holders of Contingent Value 'B' Rights.

(m) "**Contingent Value 'B' Payment**" has the meaning set forth in Section 2.9(b);

(n) "**Contingent Value 'B' Payment Date**" means a date determined by the Company that is no later than forty (40) Business Days after the end of the applicable Contingent Value 'B' Payment Period;

(o) "**Contingent Value 'B' Payment Determination Date**" means the last calendar day of each Contingent Value 'B' Period;

(p) "**Contingent Value 'B' Payment Determination Time**" has the meaning set forth in the definition of "**Contingent Value 'B' Payment Per Right**";

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[1] Will be the value of the Note Purchase Agreement liability but for implementation of the Plan of Arrangement.

[2] Will be the value of the applicable holder's Unsecured Claim but for implementation of the Plan of Arrangement.

(q) "**Contingent Value 'B' Payment Notice**" has the meaning set forth in Section 2.9(a);

(r) "**Contingent Value 'B' Payment Per Right**" means, with respect to any Contingent Value 'B' Payment Period, an amount equal to the Contingent Value 'B' Payment Pool calculated for the applicable Contingent Value 'B' Payment Period divided by the total number of Contingent Value 'B' Rights issued and outstanding as of 11:59 p.m. on December 31 of the applicable Contingent Value 'B' Payment Period (the "**Contingent Value 'B' Determination Time**");

(s) "**Contingent Value 'B' Payment Periods**" means each consecutive financial year of the Company ending on December 31; provided that, the first Contingent Value 'B' Payment Period shall commence on the Effective Date and the last Contingent Value 'B' Payment Period shall end on the Termination Date;

(t) "**Contingent Value 'B' Payment Pool**" means, with respect to any Contingent Value 'B' Payment Period, an amount equal to 15% of the Company's Gross Profit for such Contingent Value 'B' Payment Period, net of any deduction of allowances for reserves as in the opinion of the Board of Directors, acting reasonably and in good faith, are required to or are prudent to maintain to fund the operations and liabilities of the Company and its subsidiaries; provided that, the Contingent Value 'B' Payment Pool for any given Contingent Value 'B' Payment Period shall never exceed the Contingent Value 'B' Payment Pool Annual Maximum for any Contingent Value 'B' Payment Period;

(u) "**Contingent Value 'B' Payment Pool Annual Maximum**" means, with respect to any Contingent Value 'B' Payment Period, the excess (if any) of the CFFI Assets Value over the CFFI Minimum Asset Value, as calculated on the Contingent Value 'B' Payment Determination Date;

(v) "**Contingent Value 'B' Right**" has the meaning set forth in the recitals hereto;

(w) "**Contingent Value 'B' Rights Register**" has the meaning set forth in Section 2.7;

(x) "**Effective Date**" has the meaning set forth in the Plan of Arrangement;

(y) "**Effective Time**" has the meaning set forth in the Plan of Arrangement;

(z) "**Extraordinary Resolution**" has the meaning set forth in Section 3.12;

(aa) "**Governmental Entity**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or axing authority or power;

(bb) "**Gross Profit**" means, for any Contingent Value 'B' Payment Period, the amount equal to: (i) realized gains and income recognized by the Company in profit or loss from (i) the disposition of assets, subsidiaries or other investments (including shares, limited partnership units, debt instruments and intangible assets), measured as the aggregate consideration received; and (ii) investment income, including interest, dividends and partnership or fund distributions, in each case to the extent recognized in profit or loss under US GAAP; minus (b) all expenses, costs and charges of the Company incurred or recognized in such period under US GAAP, whether direct or indirect, operating or non-operating, including, without limitation, selling, general and administrative expenses (including employee salaries, benefits and any other employment-related costs), occupancy and insurance, information technology, professional fees and advisory or success fees, brokerage fees, severance, retention and change-in-control payments, transaction expenses (including transfer taxes and other transaction-related taxes), depreciation and amortization, impairment charges and write-downs, financing and interest costs, foreign exchange losses, and income, capital gains and other taxes;

(cc) "**Holder**" means, as the context requires, the holder of this Certificate and any Person in whose name a Contingent Value 'B' Right is registered in the Contingent Value 'B' Register at the applicable time;

(dd) "**Interim Order**" has the meaning set forth in the Plan of Arrangement;

(ee) "**Note Purchase Agreement**" has the meaning set forth in the Plan of Arrangement;

(ff) "**Note Purchase Agreement Debt Documents**" has the meaning set forth in the Plan of Arrangement;

(gg) "**Person**" means any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

(hh) "**Plan of Arrangement**" has the meaning set forth in the recitals hereto;

(ii) "**Support Agreement**" has the meaning set forth in the recitals hereto; and

(jj) "**Termination Date**" means December 31, 2031;

(kk) "**Transferred Equity Interests**" has the meaning set forth in the Plan of Arrangement;

(ll) "**Transferred Tangible Property**" has the meaning set forth in the Plan of Arrangement;

(mm) "**US GAAP**" means generally accepted accounting principles in the United States as in effect from time to time, consistently applied throughout the periods involved;

1.2 Interpretation.

(a) Currency. All references to dollars or to $ are references to Canadian dollars. For the purposes of converting various amounts from Canadian dollars to United States dollars or from United States dollars to Canadian dollars for the purposes of this Certificate, a Canadian dollar to United States dollar exchange rate shall be selected by the Board of Directors, acting reasonably.

(b) Gender and Number. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(c) Certain Phrases and References, etc. The words (a) "including," "includes" and "include" mean "including (or includes or include) without limitation," (b) "or" or "either" shall not be exclusive, and (c) "the aggregate of," "the total of," "the sum of," or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of." The phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not merely mean "if". Unless stated otherwise, "Article" and "Section" followed by a number or letter mean and refer to the specified Article or Section of this Certificate. The term "Certificate" and any reference in this Certificate to this Certificate or any other agreement or document includes, and is a reference to, this Certificate or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it.

(d) Statutes. Any reference to a statute refers to such statute and all rules and regulations made or promulgated under it, as it or they may have been or may from time to time be amended modified, supplemented or reenacted, including by succession of comparable successor laws, in each case unless expressly stated otherwise.

(e) Computation of Time. If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Certificate, then the first day of the period is not counted, but the day of its expiry is counted. Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day.

(f) Time References. Unless otherwise specified, all references to time herein mean local time, in Halifax, Nova Scotia.

(g) Accounting Matters. For the purposes of this Certificate, Gross Profit shall be derived from the Company's books and records and its financial statements prepared in good faith in accordance with US GAAP. The Company shall apply US GAAP and its accounting policies on a basis consistent with prior periods. Any change in accounting policies or practices (including as required by US GAAP) shall be reflected using a method that preserves comparability so that Gross Profit is not artificially increased or decreased by such change, with reasonable

adjustments made if necessary to achieve comparability, as conclusively determined by the Company acting reasonably.

2. TERMS OF CLASS "B" CONTINGENT VALUE RIGHTS

2.1 Contingent Value 'B' Right Payments. Each Contingent Value 'B' Right shall entitle the Holder thereof to receive from the Company, subject to Sections 2.3 and 2.4 and subject to the Company's right to make any applicable deductions or withholdings in accordance with Section 2.9(c), in respect of any Contingent Value 'B' Payment Period, an amount equal to the Contingent Value 'B' Payment Per Right, provided that:

(a) no amounts shall be paid, payable or accrue hereunder or to any Holder of Contingent Value 'B' Rights for such Contingent Value 'B' Payment Period unless:

(i) the CFFI Assets Value as of the applicable Contingent Value 'B' Payment Determination Time is greater than the CFFI Minimum Asset Value; and

(ii) the Contingent Value 'A' Maximum Payment Amount has been paid in full as of the applicable Contingent Value 'B' Payment Determination Time; and

(b) the aggregate of all payments made to Holders of Contingent Value 'B' Rights shall not exceed the Contingent Value 'B' Maximum Payment Amount.

2.2 Holder of Contingent Value 'B' Rights not a Shareholder. Nothing in the holding of this Certificate, or otherwise, shall, in itself, confer or be construed as conferring upon the Holder any right or interest whatsoever as a shareholder of the Company, including, but not limited to, the right to vote at, to receive notice of, or to attend, meetings of shareholders of the Company or any other proceedings of the Company, or the right to dividends and other allocations.

2.3 Solvency Restrictions. Notwithstanding any other provision of this Certificate, the Company is not obligated to deliver any payments hereunder to the extent that it would be contrary to solvency requirements or any other provision of applicable law.

2.4 Contingent Value 'B' Rights to Rank Pari Passu. All Contingent Value 'B' Rights are direct unsecured contingent obligations of the Company and shall rank *pari passu* with each other, whatever may be the actual date of issue thereof. Apart from the foregoing, the Contingent Value 'B' Rights shall not confer on Holders any legal right or interest in any other property of the Company or its Affiliates or the Company.

2.5 Transfer and Ownership of Contingent Value 'B' Rights. Subject to Section 2.10, neither this Certificate nor any right or interest hereunder shall be assignable by the Holder, his beneficiaries, dependents or legal representatives without the Company's prior written consent, which may be withheld or conditioned in its sole discretion.

2.6 Ownership of Rights. The Company may deem and treat the registered Holder of this Certificate as the absolute owner of the Contingent Value 'B' Rights represented hereby for all purposes and the Company shall not be affected by any notice or knowledge to the

contrary, except where the Company is required to take notice by statute or by order of a court of competent jurisdiction.

2.7 Register. The Company shall maintain a register (the "Contingent Value 'B' Right Register") which shall include (without limitation) the following information for each Holder: (i) the name and mailing address of each Holder and (ii) the number of Contingent Value 'B' Rights issued to each Holder pursuant to the Plan of Arrangement.

2.8 Issue in Substitution for Certificates Lost, etc.

(a) If this Certificate becomes mutilated or is lost, destroyed or stolen, the Company, subject to applicable law, shall issue and deliver, a new Certificate of like tenor, and bearing the same legend, if applicable, as the one mutilated, lost, destroyed or stolen in exchange for and in place of and upon cancellation of such mutilated Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Certificate, and the substituted Certificate shall be entitled to the benefits hereof.

(b) The applicant for the issue of a new Certificate pursuant to this Section 2.8 shall bear the cost of the issue thereof and in case of loss, destruction or theft shall, as a condition precedent to the issuance thereof, furnish to the Company such evidence of ownership and of the loss, destruction or theft of the Certificate so lost, destroyed or stolen as shall be satisfactory to the Company, in its sole discretion, acting reasonably, and such applicant shall also be required to furnish an indemnity and surety bond in amount and form satisfactory to the Company, in its sole discretion, and shall pay the reasonable charges of the Company in connection therewith.

2.9 Payment Procedures.

(a) Within twenty (20) Business Days of the end of a Contingent Value 'B' Payment Period, the Company shall provide each Holder with written notice (the "**Contingent Payment Notice**") setting out: (a) full details of the Contingent Value 'B' Payment Per Right for that Contingent Value 'B' Payment Period (if any) (net of any applicable deductions or withholdings pursuant to Section 2.9(c)) and (b) the Contingent Value 'B' Payment Date of the applicable payment.

(b) On or before 11:00 a.m. (Eastern time) on the Business Day immediately prior to the applicable Contingent Value 'B' Payment Date, the Company shall send by first-class mail (postage prepaid) to the address of the Holder of the Contingent Value 'B' Rights last appearing on the register pursuant to Section 2.7 (or, in the event of the address not being so recorded, at the last known address of the Holder), a cheque in the name of such Holder representing the amount payable to the Holder in accordance with Section 2.1 (the "**Contingent Value 'B' Payment**"). Notwithstanding the aforementioned, the Company may, in its sole discretion, elect to make any payments hereunder by wire transfer to an account designated in writing by the Holder, provided that the Holder has delivered to the Company current and accurate wire transfer details upon the Company's request. If the Holder fails to deliver such wire transfer details within a reasonable time following the Company's request, the Company shall send the payment by cheque to the Holder's last known address as recorded in the register pursuant to Section 2.7 (or, if no such

address is recorded, to the last known address of the Holder) and the Holder shall be deemed to waive any claims, liabilities or damages arising from non-delivery, delay, or other issues resulting from the use of such delivery method.

(c) The Company (and any applicable Affiliate) shall be entitled to deduct and withhold from any amounts or property to be issued, paid, assigned or conveyed hereunder, such amounts as the Company is required to deduct and withhold with respect to such payment or transfer under the *Income Tax Act* (Canada) or any provision of federal, provincial, state, local or foreign tax law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the relevant Holder, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

(d) If any portion of any Contingent Value 'B' Payment remains undistributed to a Holder twelve (12) months after the delivery date of the Contingent Value 'B' Payment Notice, such Holder shall be entitled to look to the Company (subject to abandoned property, escheat and other similar applicable law) only as general creditors thereof with respect to the Contingent Value 'B' Payment payable hereunder, without any interest thereon. The Company shall not be liable to such Holder for any such consideration delivered in respect of a Contingent Value 'B' Right to a public official pursuant to any abandoned property, escheat or other similar applicable law.

(e) For the avoidance of doubt, no Contingent Value 'B' Payment shall accrue or become payable to any Holder with respect to any Contingent Value 'B' Payment Period unless the CFFI Assets Value as of the applicable Contingent Value 'B' Payment Determination Date is greater than the CFFI Minimum Asset Value.

2.10 Ability to Abandon Contingent Value 'B' Rights. A Holder may at any time, at such Holder's option, abandon all of such Holder's remaining rights in a Contingent Value 'B' Right by transferring such Contingent Value 'B' Right to the Company or any of its Affiliates without consideration therefor, which abandonment a Holder may effect by delivery of a written notice of such transfer and abandonment to the Company. Subject to applicable law, nothing in this Certificate shall prohibit the Company or any of its Affiliates from offering to acquire or acquiring any Contingent Value 'B' Rights for consideration from the Holders, in private transactions or otherwise, in its sole discretion. Any Contingent Value 'B' Rights acquired by the Company or any of its Affiliates shall be automatically deemed extinguished and no longer outstanding. Notwithstanding anything to the contrary herein, the Company and its Affiliates shall have no obligation to make any offer to acquire Contingent Value 'B' Rights on a pro rata basis or to extend any such offer to all Holders, and any such acquisition may be conducted selectively and at the sole discretion of the Company or its Affiliates.

2.11 Termination Date. At the Termination Date, this Certificate shall be cancelled and shall thereafter by null, void and of no effect; provided that, any unpaid Contingent Value 'B'

Payments accrued prior to the Termination Date shall remain payable by the Company in accordance with Section 2.9.

3. MEETINGS OF HOLDERS

3.1 Right to Convene Meeting. The Company may at any time, and any Holders holding at least 66 2/3% of the Contingent Value 'B' Rights issued and outstanding at such time may, not more than once every two calendar years, convene a meeting of the Holders (the "**Requisitioning Holder**"). Every such meeting shall be held in Halifax. Nova Scotia; provided, that, any meeting held pursuant to this Article 3 may be held through a virtual or electronic meeting platform.

3.2 Notice of Meetings. At least ten (10) days' and not more than sixty (60) days' prior written notice of any meeting of the Holders shall be given to the Holders by ordinary post addressed to such Holders at their post office addresses appearing on the Contingent Value 'B' Right Register hereinbefore mentioned. Such notice must state the time when and the place where the meeting is to be held and state briefly the general nature of the business to be transacted thereat and shall contain such information as is reasonably necessary to enable the Holders to make a reasoned decision on the matter.

3.3 Chair. An individual (who need not be a Holder) designated in writing by the Company (if it calls the meeting) shall be the chair of the meeting and if no individual is so designated, or if the individual so designated is not present within fifteen (15) minutes from the time fixed for the holding of the meeting, Holders present in person or by proxy shall choose an individual present to be chair.

3.4 Quorum. At any meeting of the Holders a quorum shall consist of Holders present in person or by proxy and holding more than 50% of the aggregate number of then outstanding Contingent Value 'B' Rights. If a quorum is not present within thirty (30) minutes from the time fixed for holding any meeting, no business shall be transacted at the meeting and the meeting, if summoned by the Holders, shall be dissolved; but in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day in which case it shall be adjourned to the next following Business Day) at the same time and place and the Company shall be required to give notice in respect of such adjourned meeting's new date and time. Any business may be brought before or dealt with at an adjourned meeting which might have been dealt with at the original meeting in accordance with the notice calling the same. At the adjourned meeting the Holders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened, notwithstanding that they may not hold more than 50% of the aggregate number of all then outstanding Contingent Value 'B' Rights.

3.5 Power to Adjourn. The chair of any meeting at which a quorum is present may, with the consent of the meeting, adjourn any such meeting, and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

3.6 Show of Hands. Unless a poll is demanded or required as provided in Section 3.7, every question submitted to a meeting shall be decided in the first place by a majority of the votes given on a show of hands, a declaration by the chair that a resolution has been carried or

carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

3.7 Poll. On every Extraordinary Resolution, and on any other question submitted to a meeting and after a vote by show of hands when demanded by the chair or by one or more of the Holders acting in person or by proxy and holding in the aggregate at least 5% of all the Contingent Value 'B' Rights then outstanding, a poll must be taken in such manner as the chair directs. Questions other than those required to be determined by Extraordinary Resolution shall be decided by a majority of the votes cast on the poll.

3.8 Voting.

(a) On a show of hands, every Person who is present and entitled to vote, whether as a Holder or as proxy for one or more Holders or both, shall have one vote in respect of each Contingent Value 'B' Right held or represented by proxy. On a poll, each Holder present in person or represented by a proxy duly appointed by an instrument in writing shall be entitled to one vote in respect of each Contingent Value 'B' Right held or represented by it. A proxy need not be a Holder. In the case of joint Holders of a Contingent Value 'B' Right, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others; but in case more than one of them is present in person or by proxy, they must vote together in respect of the Contingent Value 'B' Rights of which they are joint Holders. The chair of any meeting shall be entitled, both on a show of hands and on a poll, to vote in respect of any Contingent Value 'B' Rights, if any, held or represented by him, but shall not have a second or deciding vote.

(b) Any resolution proposed to be passed at a meeting of the Holders (including an adjourned meeting) duly convened and held in accordance with the provisions of this Article 3 shall, except in the case of those matters expressly required to be approved by Extraordinary Resolution, be considered duly passed if approved by a majority of the Holders present in person or represented by proxy at the meeting.

3.9 Regulations.

(a) The Company may from time to time make or vary or restate such regulations as it shall from time to time think fit regarding the following:

(i) the setting of the record date for a meeting for the purpose of determining Holders entitled to receive notice of and to vote at the meeting;

(ii) the deposit of instruments appointing proxies at such place and time as the Company or the Holders convening the meeting, as the case may be, may in the notice convening the meeting direct;

(iii) the deposit of instruments appointing proxies at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxies to be mailed, telecopied or sent electronically before the meeting to the Company at the place where

the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting;

(iv) the form of the instrument of proxy; and

(v) generally for the calling of meetings of Holders and the conduct of business thereat.

(b) Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Except as such regulations may provide, the only Persons who shall be recognized at any meeting as Holders, or as entitled to vote or be present at the meeting in respect thereof, shall be Holders and Persons whom Holders have by instrument in writing duly appointed as their proxies.

3.10 Company Representation. The Company, by its officers, directors, agents and employees and legal advisors, may attend any meeting of the Holders, and shall be recognized and given reasonable opportunity to speak to any resolutions proposed for consideration by the meeting, but shall not be entitled to vote thereat.

3.11 Powers Exercisable by Extraordinary Resolution.

Subject to applicable law, in addition to the powers conferred upon them by any other provisions of this Certificate or by law, the Holders at a meeting shall have the power, exercisable from time to time by Extraordinary Resolution:

(a) to sanction any modification, abrogation, alteration, compromise or arrangement of the rights of the Holders against the Company whether such rights arise under this Certificate; provided that, no such modification, abrogation, alteration, compromise or arrangement relating to this Certificate is effective unless approved in writing by the Company;

(b) to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Holders; provided that, no such amendment, alteration or repeal of any such Extraordinary Resolution is effective unless approved in writing by the Company; and

(c) to the extent required by any applicable laws or order of a court of competent jurisdiction, assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or other securities of the Company.

3.12 Meaning of Extraordinary Resolution. The expression "Extraordinary Resolution" when used in this Certificate means, subject as provided in in Section 3.14, a resolution passed, at a meeting of Holders duly convened and held in accordance with the provisions of this Article 3 by the affirmative votes of the Holders holding at least 66 2/3% of the aggregate

number of all then outstanding Contingent Value 'B' Rights represented at the meeting and voted on a poll upon such resolution.

3.13 Powers Cumulative. Any one or more of the powers and/or any combination of the powers in this Certificate stated to be exercisable by the Holders by Extraordinary Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers or any combination of powers from time to time shall not be deemed to exhaust the rights of the Holders to exercise the same or any other such power or combination of powers thereafter from time to time.

3.14 Instruments in Writing. All actions which may be taken and all powers which may be exercised by the Holders at a meeting held as provided in this Article 3 may also be taken and exercised by Holders holding at least 66 2/3% of the aggregate number of all then outstanding Contingent Value 'B' Rights by an instrument in writing signed in one or more counterparts by such Holders in person or by attorney duly appointed in writing, and the expression "Extraordinary Resolution" when used in this Certificate shall include an instrument so signed.

3.15 Binding Effect of Resolutions. Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article 3 at a meeting of Holders shall be binding upon all Holders, whether present at or absent from such meeting, and every instrument in writing signed by Holders in accordance with Section 3.14 shall be binding upon all Holders, whether signatories thereto or not, and each and every Holder (subject to the provisions for its indemnity herein contained) shall be bound to give effect accordingly to every such resolution, Extraordinary Resolution and instrument in writing.

4. GENERAL

4.1 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two (2) Business Days after) it is sent by (a) confirmed e-mail; (b) overnight delivery; or (c) registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at [•] in the case of the Company, or the address set forth in the Contingent Value 'B' Right Register, in the case of the Holder.

4.2 Provisions of this Certificate and Contingent Rights for the Sole Benefit of Holder. Nothing in this Certificate, expressed or implied, shall give or be construed to give to any person other than the Company and the Holder, as the case may be, any legal or equitable right, remedy or claim under this Certificate, or under any covenant or provision herein or therein contained, all such covenants and provisions being for the sole benefit of the Company and the Holder.

4.3 Company Successors and Assigns. The Company may assign any or all of its rights, interests and obligations under this Certificate (a) to any Affiliate and (b) to any Person in connection with, or to implement, the Plan of Arrangement (each, a "**Company Permitted Assignee**"), in each case without the consent of the Holder. Except for an assignment effected by operation of law pursuant to the Plan of Arrangement, any Company Permitted Assignee shall, as a condition to such assignment, execute and deliver to the Holder a

written instrument assuming and agreeing to be bound by all terms of this Certificate, including the due and punctual payment of all Contingent Value 'B' Payments and the due and punctual performance and observance of all covenants and obligations of the Company hereunder. Upon the effectiveness of any such assignment, (i) the assignee shall be deemed the "Company" for all purposes hereof and (ii) the assignor shall be released from further obligations hereunder arising after the effective time of such assignment, except for obligations that accrued prior thereto. This Section binds and inures to the benefit of the Company and its successors and permitted assigns, and any successor or Company Permitted Assignee may rely on and further assign in accordance with this Section.

4.4 Governing Law. This Certificate shall be governed by and construed and interpreted in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein without giving effect to the conflicts of laws principles thereof and without reference to the laws of any other jurisdiction.

4.5 Entire Agreement. This Certificate, constitutes the entire agreement among the Company and the Holder hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Company and the Holder with respect to the subject matter hereof.

4.6 Further Assurances. The Company shall make, execute, endorse, acknowledge and deliver any amendments, modifications or supplements hereto and restatements hereof and any other agreements, instruments or documents, and take any and all such other actions, as may from time to time be reasonably requested by Holder to effect, confirm or further assure or protect and preserve the interests, rights and remedies of Holder pursuant to the terms of this Certificate.

[Signature page to follow]

IN WITNESS WHEREOF the Company has caused this Certificate to be signed by its duly authorized officer as of the Effective Date.

CFFI VENTURES INC.

Per: _____
(Authorized Signatory)

SCHEDULE "G"
TO THE DISCLOSURE STATEMENT

CONVENIENCE CLASS CLAIM

ELECTION

(See attached)

SCHEDULE "G"

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

CONVENIENCE CLASS CLAIM ELECTION

In connection with the Plan of Arrangement in respect of CFFI Ventures Inc. dated February 17, 2026 (as amended, restated, modified and/or supplemented from time to time, the "**Plan**") filed pursuant to the Nova Scotia *Companies Act* with the Supreme Court of Nova Scotia in Halifax, the undersigned hereby accepts the value of its Unsecured Claim as specified in the Unsecured Creditor Proxy and elects to be treated as a Convenience Class Creditor and thereby to receive the Cash Elected Amount of the lesser of: (i) $15,000 (CAD); and (ii) such Unsecured Creditor's Pro Rata Share of the Remaining Convenience Class Funds, in full and final satisfaction of the Unsecured Claim(s) of the undersigned. The undersigned hereby acknowledges that it shall be deemed to vote its Unsecured Claim(s) in favour of the Plan at the Unsecured Creditors Meeting.

This election may only be filed by Unsecured Creditors and must be returned to McInnes Cooper by e-mail or by mail so that it is received by 5:00 p.m. (Atlantic Time) on April 15, 2026 (the "**Election Deadline**").

For the purposes of this election, capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Plan.

DATED at _____ this _____ day of _____, 20__.

UNSECURED CREDITOR'S SIGNATURE:

_____

(Print Legal Name of Unsecured Creditor)

_____

(Print Name and Title of the authorized signing officer of the Unsecured Creditor, if the Unsecured Creditor is a corporation, partnership or trust)

_____

(Mailing Address of the Unsecured Creditor)

_____

(Telephone Number of the Unsecured Creditor or authorized signing officer)

_____

(E-mail Address of the Unsecured Creditor or authorized signing officer)

Convenience Class Claim Elections must be submitted to counsel to CFFI by email (ben.pryde@mcinnescooper.com) or by mail (McInnes Cooper, 1969 Upper Water St., Suite 1300, McInnes Cooper Tower - Purdy's Wharf, Halifax, Nova Scotia, B3J 3R7, Attention: Ben Pryde) so that it is received by counsel to CFFI by 5:00 p.m. (Atlantic Time) on April 15, 2026.

SCHEDULE "H"
TO THE DISCLOSURE STATEMENT

FORM OF SECURED CREDITOR PROXY

(See attached)

SCHEDULE "H"

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

SECURED CREDITOR PROXY & INSTRUCTIONS

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Plan of Arrangement of the Applicant (as may be amended, restated or supplemented from time to time, the "**Plan**") filed pursuant to the Nova Scotia *Companies Act* with the Supreme Court of Nova Scotia in Halifax (the "**Court**").

This proxy may only be filed by Secured Creditors. Unsecured Creditors must complete the Unsecured Creditor Proxy (as defined in the Interim Order granted by the Court on February 17, 2026) with respect to their Unsecured Claims.

This proxy relates to the Secured Creditors Meeting to be held on April 17, 2026 at 10:00 a.m. (Atlantic time) and at any adjournment, postponement or other rescheduling thereof.

PLEASE COMPLETE, SIGN AND DATE THIS PROXY AND RETURN IT TO MCINNES COOPER BY E-MAIL OR BY MAIL SO THAT IT IS RECEIVED BY 5:00 P.M. (ATLANTIC TIME) ON APRIL 15, 2026 (THE "**PROXY DEADLINE**") OR BY 5:00 P.M. (ATLANTIC TIME) ON APRIL 10, 2026 IF YOU WISH TO DISPUTE THE VALUE OF YOUR SECURED CREDITOR CLAIM(S).

Please use this proxy form if you wish to appoint a proxyholder to attend the Secured Creditors Meeting, vote your Secured Creditor Claim(s) to accept or reject the Plan and otherwise act for and on your behalf at the Secured Creditors Meeting and any adjournment(s), postponement(s) or rescheduling(s) thereof. Do not use this proxy form if you wish to attend the Secured Creditors Meeting to vote in person, provided that if a Secured Creditor is a corporation and wishes to have an authorized representative attend and vote on its behalf at the Secured Creditors Meeting, such Secured Creditor must submit this proxy form appointing such authorized representative as the Secured Creditor's duly appointed proxy.

Based on the books and records of CFFI Ventures Inc. ("**CFFI**") as of the Record Date, the aggregate amount of your Secured Creditor Claim(s) in respect of which you are entitled to vote at the Secured Creditors Meeting is $[●][1].

By submitting this proxy, you acknowledge and agree that the value of your Secured Creditor Claim(s) in respect of which you are entitled to vote is $[●], unless as otherwise provided in this proxy.

To the extent you wish to dispute the value of your Secured Creditor Claim(s), please provide

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[1] **NTD**: To be filled in with amount of Claim for each Secured Creditor.

written notice and all supporting documentation to McInnes Cooper by no later than April 10, 2026, or the value of your Secured Creditor Claim(s) will be deemed to be $[●].

The Plan is included in the Meeting Materials delivered by CFFI to all Secured Creditors. You should review the Plan before you vote.

In addition, the Interim Order establishes certain procedures for the conduct of the Secured Creditors Meeting, a copy of which is included in the Meeting Materials. The Interim Order contains important information regarding the voting process. Please read the Interim Order and the instructions sent with this proxy prior to submitting this proxy.

THE UNDERSIGNED SECURED CREDITOR hereby revokes all proxies previously given and nominates, constitutes, and appoints:

Nanci Rorabeck, in her capacity as an Officer of
CFFI Ventures Inc., or a person appointed by
Nanci Rorabeck

or, instead of the foregoing, _____, or such other Person as he/she, in his/her sole discretion, may designate to attend on behalf of and act for the Secured Creditor at the Secured Creditors Meeting, to be held in connection with the Plan and at any and all adjournments, postponements or other rescheduling of such Secured Creditors Meeting, and to vote the amount of the Secured Creditor's claim(s) for voting purposes as determined by and accepted for voting purposes in accordance with the Interim Order and set out in the Plan as follows:

To be completed by a Secured Creditor holding a Secured Creditor Claim:

1. (mark one only):

☐Vote **FOR** approval of the Plan; or

☐Vote **AGAINST** approval of the Plan.

If this proxy is submitted and a box is not marked as a vote for or against approval of the Plan, this proxy shall be voted **FOR** approval of the Plan.

- and -

2. Vote at the nominee's discretion and otherwise act for and on behalf of the undersigned Secured Creditor with respect to any amendments, modifications, variations or supplements to the Plan and to any other matters that may come before the Secured Creditors Meeting or any adjournment, postponement or other rescheduling of such meeting.

[Remainder of page intentionally left blank]

Dated this _____ day of _____, 202___.

Print Name of Secured Creditor	Title of the authorized signing officer of the Secured Creditor if corporation, partnership or trust
Signature of Secured Creditor or, if the Secured Creditor is a corporation, partnership or trust, signature of an authorized signing officer of the corporation, partnership or trust	Telephone number of Secured Creditor or authorized signing officer
Mailing Address of Secured Creditor or authorized signing officer	E-mail address of Secured Creditor or authorized signing officer
Print Name of Witness, if Secured Creditor is an individual	

YOUR PROXY MUST BE RECEIVED AT THE ADDRESS LISTED BELOW ON OR BEFORE THE PROXY DEADLINE:

McInnes Cooper
1969 Upper Water St., Suite 1300
McInnes Cooper Tower - Purdy's Wharf
Halifax, NS B3J 3R7

Attention: Ben Pryde
E-mail: ben.pryde@mcinnescooper.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS PROXY OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL COPY OR ADDITIONAL COPIES OF THE ENCLOSED MATERIALS, PLEASE CONTACT BEN PRYDE AT ben.pryde@mcinnescooper.com.

INSTRUCTIONS FOR COMPLETION OF PROXY

1. All capitalized terms used but not defined in this proxy shall have the meanings ascribed to such terms in the Plan of Arrangement of CFFI Ventures Inc. (as may be amended, restated or supplemented from time to time, the "**Plan**") filed pursuant to the Nova Scotia *Companies Act* with the Supreme Court of Nova Scotia in Halifax.

2. Please read and follow these instructions carefully. Your proxy must be **received** prior to 5:00 p.m. (Atlantic time) on April 15, 2026 (the "**Proxy Deadline**") at the following address:

   McInnes Cooper
   1969 Upper Water St., Suite 1300
   McInnes Cooper Tower - Purdy's Wharf
   Halifax, NS B3J 3R7

   Attention: Ben Pryde
   E-mail: ben.pryde@mcinnescooper.com

   If your proxy is not received by the Proxy Deadline, your proxy will not be counted.

3. The aggregate amount of your Secured Creditor Claim(s) in respect of which you are entitled to vote shall be $[●], or with respect to a Disputed Claim (as defined in the Interim Order), the amount as determined in accordance with the Interim Order.

4. Each Secured Creditor who has a right to vote at the Secured Creditors Meeting has the right to appoint a person (who need not be a Secured Creditor) to attend, act and vote for and on behalf of the Secured Creditor and such right may be exercised by inserting in the space provided the name of the person to be appointed, or to select a representative of CFFI as its proxyholder. If a Secured Creditor is a corporation and wishes to have an authorized representative attend and vote on its behalf at the Secured Creditors Meeting, such Secured Creditor must submit this proxy form appointing such authorized representative as the Secured Creditor's duly appointed proxy. If no proxyholder is selected, the Secured Creditor will be deemed to have appointed a representative of CFFI, or such other person as CFFI may designate, as proxyholder of the Secured Creditor, with power of substitution, to attend on behalf of and act for the Secured Creditor at the Secured Creditors Meeting to be held in connection with the Plan and at any and all adjournments, postponements or other rescheduling thereof.

5. Check the appropriate box to vote for or against the Plan. If you do not check either box, **you will be deemed to have voted FOR approval of the Plan, provided you do not otherwise exercise your right to vote at the Secured Creditors Meeting.**

6. Sign the proxy – your original signature is required on the proxy to appoint a proxyholder and vote at the Secured Creditors Meeting. An electronic signature will be accepted and deemed to be an original with respect to any proxy submitted by e-mail. If you are completing the proxy as a duly authorized representative of a corporation or other entity, indicate your relationship with such corporation or other entity and the capacity in which you are signing, and if subsequently requested, provide proof of your signing authorization. In addition, please provide your name, mailing address, telephone number and e-mail address.

7. Return the completed proxy to McInnes Cooper by e-mail or by mail to 1969 Upper Water St., Suite 1300, McInnes Cooper Tower - Purdy's Wharf, Halifax, NS B3J 3R7 (Attention: Ben

Pryde), e-mail: ben.pryde@mcinnescooper.com, so that it is **received** by no later than the Proxy Deadline.

8. If multiple proxies are received from the same person with respect to the same Secured Creditor Claim(s) prior to the Proxy Deadline, the latest dated, validly executed proxy timely received will supersede and revoke any earlier received proxy. However, if a holder of Secured Creditor Claim(s) casts proxies received by McInnes Cooper dated with the same date, but which are voted inconsistently, such proxies will not be counted. If a proxy is not dated in the space provided, it shall be deemed dated as of the date it is received by McInnes Cooper.

9. If a Secured Creditor validly submits a proxy and subsequently attends and votes at the Secured Creditors Meeting, it will be revoking the earlier received proxy. If a Secured Creditor wishes to attend the Secured Creditors Meeting but does not wish to revoke its proxy, it may attend and decline to vote at the Secured Creditors Meeting when prompted to do so.

10. Proxies may be accepted for purposes of an adjourned, postponed or other rescheduled Secured Creditors Meeting if received by McInnes Cooper by the Proxy Deadline.

11. Any proxy that is illegible or contains insufficient information to permit the identification of the claimant will not be counted.

12. Secured Creditors shall be entitled to revoke their proxies prior to the Proxy Deadline upon: (i) in respect of a change in vote, providing new instructions to McInnes Cooper or, (ii) in respect of a withdrawal of a vote (meaning a switch to no vote made and no action taken), a written statement that the Secured Creditor wishes to have its voting instructions revoked. After the Proxy Deadline, no proxy may be withdrawn or modified without the consent of CFFI, except by a Secured Creditor voting in person at the Secured Creditors Meeting.

IF YOU HAVE ANY QUESTIONS REGARDING THIS PROXY OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL COPY OR ADDITIONAL COPIES OF THE ENCLOSED MATERIALS, PLEASE CONTACT BEN PRYDE AT ben.pryde@mcinnescooper.com.

SCHEDULE "I"
TO THE DISCLOSURE STATEMENT

FORM OF UNSECURED CREDITOR PROXY

(See attached)

SCHEDULE "I"

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

UNSECURED CREDITOR PROXY & INSTRUCTIONS

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Plan of Arrangement of the Applicant (as may be amended, restated or supplemented from time to time, the "**Plan**") filed pursuant to the Nova Scotia *Companies Act* with the Supreme Court of Nova Scotia in Halifax (the "**Court**").

This proxy may only be filed by Unsecured Creditors. Secured Creditors must complete the Secured Creditor Proxy (as defined in the Interim Order granted by the Court on February 17, 2026) with respect to their Secured Creditor Claims.

This proxy relates to the Unsecured Creditors Meeting to be held on April 17, 2026 at 11:00 a.m. (Atlantic time) and at any adjournment, postponement or other rescheduling thereof.

PLEASE COMPLETE, SIGN AND DATE THIS PROXY AND RETURN IT TO MCINNES COOPER BY E-MAIL OR BY MAIL SO THAT IT IS RECEIVED BY 5:00 P.M. (ATLANTIC TIME) ON APRIL 15, 2026 (THE "**PROXY DEADLINE**") OR BY 5:00 P.M. (ATLANTIC TIME) ON APRIL 10, 2026 IF YOU WISH TO DISPUTE THE VALUE OF YOUR UNSECURED CLAIM(S).

Please use this proxy form if you wish to appoint a proxyholder to attend the Unsecured Creditors Meeting, vote your Unsecured Claim(s) to accept or reject the Plan and otherwise act for and on your behalf at the Unsecured Creditors Meeting and any adjournment(s), postponement(s) or rescheduling(s) thereof. Do not use this proxy form if you wish to attend the Unsecured Creditors Meeting to vote in person, provided that if an Unsecured Creditor is a corporation and wishes to have an authorized representative attend and vote on its behalf at the Unsecured Creditors Meeting, such Unsecured Creditor must submit this proxy form appointing such authorized representative as the Unsecured Creditor's duly appointed proxy.

Based on the books and records of CFFI Ventures Inc. ("CFFI") as of the Record Date, the aggregate amount of your Unsecured Claim(s) in respect of which you are entitled to vote at the Unsecured Creditors Meeting is $[●][1].

By submitting this proxy, you acknowledge and agree that the value of your Unsecured Claim(s) in respect of which you are entitled to vote is $[●], unless as otherwise provided in this proxy.

---

[1] **NTD**: To be filled in with amount of Claim for each Unsecured Creditor.

To the extent you wish to dispute the value of your Unsecured Claim(s), please provide written notice and all supporting documentation to McInnes Cooper by no later than April 10, 2026, or the value of your Unsecured Claim(s) will be deemed to be $[●].

The Plan is included in the Meeting Materials delivered by CFFI to all Unsecured Creditors. You should review the Plan before you vote.

In addition, the Interim Order establishes certain procedures for the conduct of the Unsecured Creditors Meeting, a copy of which is included in the Meeting Materials. The Interim Order contains important information regarding the voting process. Please read the Interim Order and the instructions sent with this proxy prior to submitting this proxy.

Convenience Class Creditors should not complete or return this proxy, as such creditors are deemed to vote in favour of the Plan pursuant to the Interim Order and Plan.

Unsecured Creditors electing to be treated as Convenience Class Creditors should complete and return the Convenience Class Claim Election attached as Exhibit "G" to the Disclosure Statement and not complete or return this proxy.

THE UNDERSIGNED UNSECURED CREDITOR hereby revokes all proxies previously given and nominates, constitutes, and appoints:

Nanci Rorabeck, in her capacity as an Officer of
CFFI Ventures Inc., or a person appointed by
Nanci Rorabeck

or, instead of the foregoing, _____, or such other Person as he/she, in his/her sole discretion, may designate to attend on behalf of and act for the Unsecured Creditor at the Unsecured Creditors Meeting, to be held in connection with the Plan and at any and all adjournments, postponements or other rescheduling of such Unsecured Creditors Meeting, and to vote the amount of the Unsecured Creditor's claim(s) for voting purposes as determined by and accepted for voting purposes in accordance with the Interim Order and set out in the Plan as follows:

To be completed by an Unsecured Creditor holding an Unsecured Claim:

1. (mark one only):

☐Vote **FOR** approval of the Plan; or

☐Vote **AGAINST** approval of the Plan.

If this proxy is submitted and a box is not marked as a vote for or against approval of the Plan, this proxy shall be voted **FOR** approval of the Plan.

- and -

2. Vote at the nominee's discretion and otherwise act for and on behalf of the undersigned Unsecured Creditor with respect to any amendments, modifications, variations or supplements to the Plan and to any other matters that may come before the Unsecured Creditors Meeting or any adjournment, postponement or other rescheduling of such meeting.

[Remainder of page intentionally left blank]

Dated this _____ day of _____, 202___.

_____ Print Name of Unsecured Creditor	_____ Title of the authorized signing officer of the Unsecured Creditor if corporation, partnership or trust
_____ Signature of Unsecured Creditor or, if the Unsecured Creditor is a corporation, partnership or trust, signature of an authorized signing officer of the corporation, partnership or trust	_____ Telephone number of Unsecured Creditor or authorized signing officer
_____ Mailing Address of Unsecured Creditor	_____ E-mail address of Unsecured Creditor or authorized signing officer
_____ Print Name of Witness, if Unsecured Creditor is an individual	

YOUR PROXY MUST BE RECEIVED AT THE ADDRESS LISTED BELOW ON OR BEFORE THE PROXY DEADLINE:

McInnes Cooper
1969 Upper Water St., Suite 1300
McInnes Cooper Tower - Purdy's Wharf
Halifax, NS B3J 3R7

Attention: Ben Pryde
E-mail: ben.pryde@mcinnescooper.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS PROXY OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL COPY OR ADDITIONAL COPIES OF THE ENCLOSED MATERIALS, PLEASE CONTACT BEN PRYDE AT ben.pryde@mcinnescooper.com.

INSTRUCTIONS FOR COMPLETION OF PROXY

1. All capitalized terms used but not defined in this proxy shall have the meanings ascribed to such terms in the Plan of Arrangement of CFFI Ventures Inc. (as may be amended, restated or supplemented from time to time, the "**Plan**") filed pursuant to the Nova Scotia *Companies Act* with the Supreme Court of Nova Scotia in Halifax.

2. Please read and follow these instructions carefully. Your proxy must be **received** prior to 5:00 p.m. (Atlantic time) on April 15, 2026 (the "**Proxy Deadline**") at the following address:

   McInnes Cooper
   1969 Upper Water St., Suite 1300
   McInnes Cooper Tower - Purdy's Wharf
   Halifax, NS B3J 3R7

   Attention: Ben Pryde
   E-mail: ben.pryde@mcinnescooper.com

   If your proxy is not received by the Proxy Deadline, your proxy will not be counted.

3. The aggregate amount of your Unsecured Claim(s) in respect of which you are entitled to vote shall be $[●], or with respect to a Disputed Claim (as defined in the Interim Order), the amount as determined in accordance with the Interim Order.

4. Each Unsecured Creditor who has a right to vote at the Unsecured Creditors Meeting has the right to appoint a person (who need not be an Unsecured Creditor) to attend, act and vote for and on behalf of the Unsecured Creditor and such right may be exercised by inserting in the space provided the name of the person to be appointed, or to select a representative of CFFI as its proxyholder. If an Unsecured Creditor is a corporation and wishes to have an authorized representative attend and vote on its behalf at the Unsecured Creditors Meeting, such Unsecured Creditor must submit this proxy form appointing such authorized representative as the Unsecured Creditor's duly appointed proxy. If no proxyholder is selected, the Unsecured Creditor will be deemed to have appointed a representative of CFFI, or such other person as CFFI may designate, as proxyholder of the Unsecured Creditor, with power of substitution, to attend on behalf of and act for the Unsecured Creditor at the Unsecured Creditors Meeting to be held in connection with the Plan and at any and all adjournments, postponements or other rescheduling thereof.

5. Check the appropriate box to vote for or against the Plan. If you do not check either box, **you will be deemed to have voted FOR approval of the Plan, provided you do not otherwise exercise your right to vote at the Unsecured Creditors Meeting.**

6. Sign the proxy – your original signature is required on the proxy to appoint a proxyholder and vote at the Unsecured Creditors Meeting. An electronic signature will be accepted and deemed to be an original with respect to any proxy submitted by e-mail. If you are completing the proxy as a duly authorized representative of a corporation or other entity, indicate your relationship with such corporation or other entity and the capacity in which you are signing, and if subsequently requested, provide proof of your signing authorization. In addition, please provide your name, mailing address, telephone number and e-mail address.

7. Return the completed proxy to McInnes Cooper by e-mail or by mail to 1969 Upper Water St., Suite 1300, McInnes Cooper Tower - Purdy's Wharf, Halifax, NS B3J 3R7 (Attention: Ben Pryde), e-mail: ben.pryde@mcinnescooper.com, so that it is **received** by no later than the Proxy Deadline.

8. If multiple proxies are received from the same person with respect to the same Unsecured Claim(s) prior to the Proxy Deadline, the latest dated, validly executed proxy timely received will supersede and revoke any earlier received proxy. However, if a holder of Unsecured Claim(s) casts proxies received by McInnes Cooper dated with the same date, but which are voted inconsistently, such proxies will not be counted. If a proxy is not dated in the space provided, it shall be deemed dated as of the date it is received by McInnes Cooper.

9. If an Unsecured Creditor (other than a Convenience Class Creditor) validly submits a proxy and subsequently attends and votes at the Unsecured Creditors Meeting, it will be revoking the earlier received proxy. If an Unsecured Creditor wishes to attend the Unsecured Creditors Meeting but does not wish to revoke its proxy, it may attend and decline to vote at the Unsecured Creditors Meeting when prompted to do so.

10. Proxies may be accepted for purposes of an adjourned, postponed or other rescheduled Unsecured Creditors Meeting if received by McInnes Cooper by the Proxy Deadline.

11. Any proxy that is illegible or contains insufficient information to permit the identification of the claimant will not be counted.

12. Unsecured Creditors shall be entitled to revoke their proxies prior to the Proxy Deadline upon: (i) in respect of a change in vote, providing new instructions to McInnes Cooper or, (ii) in respect of a withdrawal of a vote (meaning a switch to no vote made and no action taken), a written statement that the Unsecured Creditor wishes to have its voting instructions revoked. After the Proxy Deadline, no proxy may be withdrawn or modified without the consent of CFFI, except by an Unsecured Creditor voting in person at the Unsecured Creditors Meeting.

13. Convenience Class Creditors - If you are an Unsecured Creditor with one or more Unsecured Claims in an amount in excess of CDN $15,000 in aggregate, you may elect to accept the "Cash Elected Amount" as set forth in, and pursuant to, the Plan in full and final satisfaction of your Unsecured Claim(s) by completing the Convenience Class Claim Election contained in the Meeting Materials you received from CFFI. The Convenience Class Claim Election must be received by CFFI by April 15, 2026, as set forth in further detail therein. If you elect to receive the Cash Elected Amount, you will be deemed to have voted in favour of the Plan and do not need to complete this proxy. If you are an Unsecured Creditor with one or more Unsecured Claim(s) in an amount that is less than or equal to CDN $15,000 in aggregate, you will receive the amount of your Unsecured Claim(s) pursuant to the Plan subject to the implementation thereof, be deemed to have voted in favour of the Plan and do not need to complete the proxy.

IF YOU HAVE ANY QUESTIONS REGARDING THIS PROXY OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL COPY OR ADDITIONAL COPIES OF THE ENCLOSED MATERIALS, PLEASE CONTACT BEN PRYDE AT ben.pryde@mcinnescooper.com.

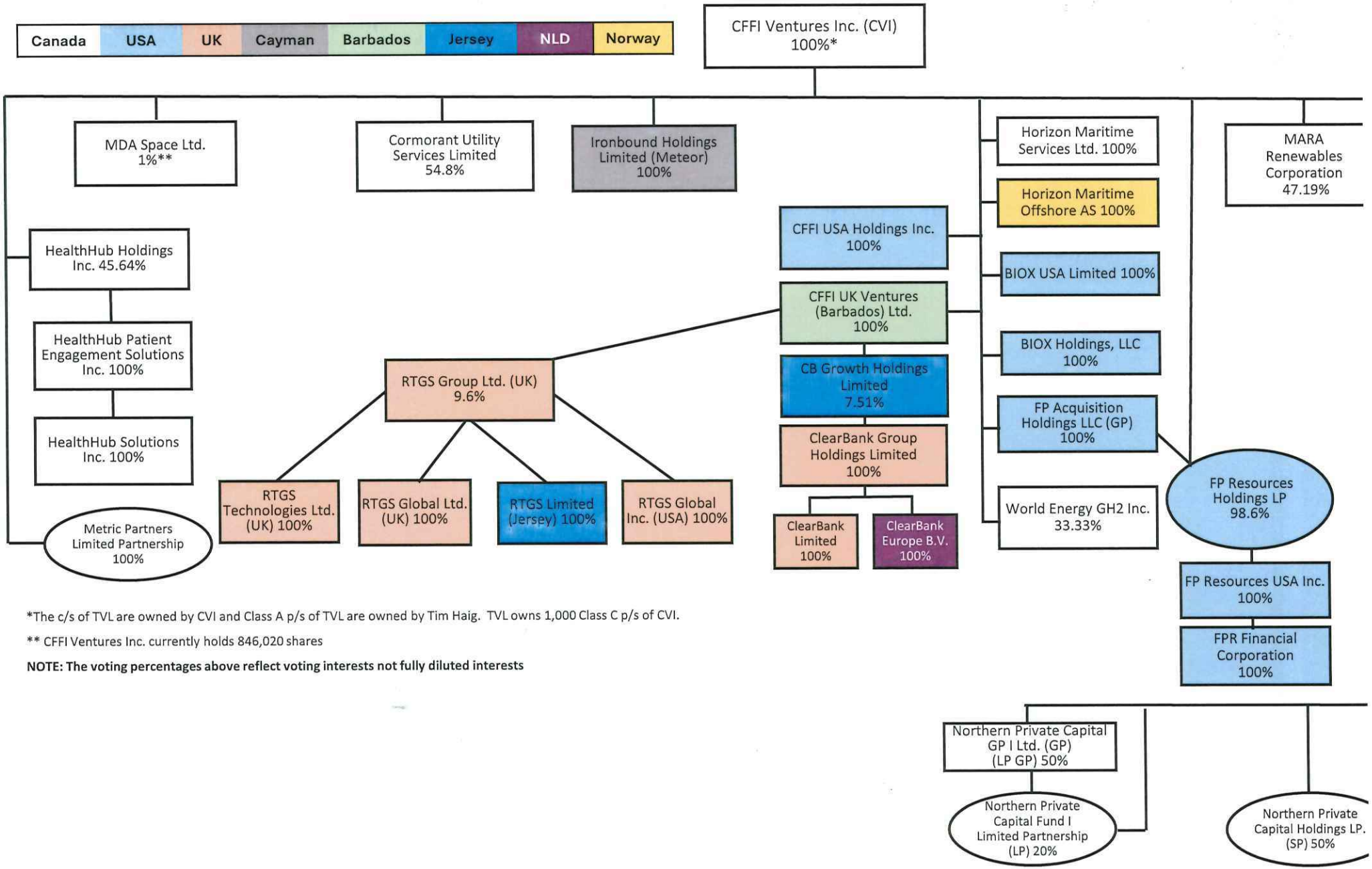
2026 Hfx. No. _____

This is Exhibit "C" referred to in the Affidavit of Brittany Bartlett, sworn to before me on February 14, 2026.

SL

A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
Barrister of the Supre
of Nova Scotia



*The c/s of TVL are owned by CVI and Class A p/s of TVL are owned by Tim Haig. TVL owns 1,000 Class C p/s of CVI.

** CFFI Ventures Inc. currently holds 846,020 shares

NOTE: The voting percentages above reflect voting interests not fully diluted interests

2026 Hfx. No. _____

This is Exhibit "D" referred to in the Affidavit of Brittany Bartlett, sworn to before me on February 14, 2026.

SL

A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
Barrister of the Supreme
Court of Nova Scotia

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Unaudited Non-consolidated Financial Statements of

CFFI Ventures Inc.

For the year ended December 31, 2024

Docusign Envelope ID: 8DDE02EE-2C0A-48E5-945F-5566BA3F238A

CFFI VENTURES INC.

Non-Consolidated Financial Statements (unaudited)

For the year ended December 31, 2024

	Pages
Independent Practitioner's Review Engagement Report	1 - 2
Non-Consolidated Balance Sheet	3
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Non-Consolidated Statement of Deficit	5
Non-Consolidated Statement of Cash Flows	6
Notes to Non-Consolidated Financial Statements	7 - 38

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www.bdo.ca

BDO Canada LLP
6940 Mumford Road, Suite 510
Halifax, Nova Scotia B3L 0B7

Independent Practitioner's Review Engagement Report

To the shareholders and Board of Directors of CFFI Ventures Inc.

We have reviewed the accompanying non-consolidated financial statements of CFFI Ventures Inc. (the "Company"), which comprise the non-consolidated balance sheet as at December 31, 2024 and the non-consolidated statements of net loss, deficit, and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Non-Consolidated Financial Statements
Management is responsible for the preparation and fair presentation of these non-consolidated financial statements in accordance with Canadian accounting standards for private enterprises, and for such internal control as management determines is necessary to enable the preparation of non-consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Practitioner's Responsibility
Our responsibility is to express a conclusion on the accompanying non-consolidated financial statements based on our review. We conducted our review in accordance with Canadian generally accepted standards for review engagements, which require us to comply with relevant ethical requirements.

A review of non-consolidated financial statements in accordance with Canadian generally accepted standards for review engagements is a limited assurance engagement. The practitioner performs procedures primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less in extent than, and vary in nature from, those performed in an audit conducted in accordance with Canadian generally accepted auditing standards. Accordingly, we do not express an audit opinion on these non-consolidated financial statements.

Basis for Qualified Conclusion
The Company's long-term advances due from BIOX Holdings LLC ("BIOX Holdings") and BIOX USA Limited ("BIOX USA"), controlled subsidiaries, are carried at $77,860,000 and $4,993,000, respectively, on the non-consolidated balance sheet as at December 31, 2024. Additionally, the Company's investment in BIOX USA, accounted for using the cost method, is carried at $63,316,000 on the non-consolidated balance sheet as at December 31, 2024. Management has identified indicators of impairment in these long-term advances and investment but has not calculated the amount that could be recovered from holding or selling these assets at the balance sheet dates. Consequently, we were unable to determine whether adjustments might be necessary to the carrying amounts of the Company's long-term advances due from BIOX Holdings and BIOX USA and its investment in BIOX USA as at December 31, 2024 and December 31, 2023 and related adjustments to the Company's non-consolidated results of operations and cash flows for the years then ended.

BDO Canada LLP, a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

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As a result, our review conclusion on the non-consolidated financial statements for the year ended December 31, 2024 is modified because of the possible effects of this limitation in scope.

Qualified Conclusion
Based on our review, except for the possible effects of the matter described in the *Basis for Qualified Conclusion* paragraph, nothing has come to our attention that causes us to believe that the non-consolidated financial statements do not present fairly, in all material respects, the non-consolidated financial position of CFFI Ventures Inc. as at December 31, 2024, and the non-consolidated results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for private enterprises.

Emphasis of Matter - Material Uncertainty Related to Going Concern
Without modifying our conclusion in respect of this matter, we draw attention to Note 1 to the non-consolidated financial statements, which indicates the Company incurred a net loss of $282,341,000 during the year ended December 31, 2024 and, as of that date, the Company's current liabilities exceeded its current assets by $925,521,000. These conditions, along with other matters as set forth in Note 1, indicate the existence of a material uncertainty that may cast significant doubt about the Company's ability to continue as a going concern.

Emphasis of Matter - Comparative Information
Without modifying our conclusion in respect of this matter, we draw attention to Note 18 to the non-consolidated financial statements, which describes that certain comparative information presented as at December 31, 2023 and for the year then ended has been restated to reflect a retrospective change in accounting policy.

As part of our review of the non-consolidated financial statements for the year ended December 31, 2024, we also reviewed the adjustments that were applied to restate the comparative information. Based on our review, except for the possible effects of the matter described in the *Basis for Qualified Conclusion* paragraph, nothing has come to our attention that causes us to believe the adjustments are not appropriate and have not been properly applied.

BDO Canada LLP

Chartered Professional Accountants

Halifax, Nova Scotia
May 21, 2025

Docusign Envelope ID: 8DDE02EE-2C0A-48E5-945F-5566BA3F238A

CFFI VENTURES INC.

Non-Consolidated Balance Sheet (unaudited)
(In thousands of Canadian dollars)

	December 31 2024	December 31 2023 (note 18)
Assets		
Current assets		
Cash	$ 782	$ 1,885
Restricted cash	1,850	-
Accounts receivable (note 3)	1,920	3,969
Current portion of long-term advances (note 4)	279,758	198,146
Cash surrender value of corporate owned life insurance	567	500
Prepaid expenses and deposits	74	104
	284,951	204,604
Long-term advances (note 4)	119,599	142,556
Investments		
Investments in controlled subsidiaries (note 5)	693,880	673,363
Investments subject to significant influence (note 5)	45,053	43,303
Investments in publicly traded entities (note 5)	36,287	41,147
Investments in jointly controlled enterprises (note 5)	19,501	58,532
Other investments measured at cost (note 5)	1,453	6,769
Total investments	796,174	823,114
Beneficial investment (note 6)	67,615	-
Artwork, antiques and collectibles (note 7)	26,838	30,040
Equipment	149	183
Aircraft and equipment disposed of in the year (note 17)	-	21,592
	$ 1,295,326	$ 1,222,089
Liabilities and Shareholders' Deficiency		
Current liabilities		
Accounts payable and accrued liabilities	$ 3,837	$ 4,453
HST payable	39	269
Current portion of long-term debt (note 8)	1,206,596	898,161
Current portion of aircraft long-term debt repaid during the year (note 17)	-	2,081
	1,210,472	904,964
Aircraft long-term debt repaid during the year (note 17)	-	23,316
Due to related parties (note 9)	718,746	645,360
	1,929,218	1,573,640
Shareholders' deficiency		
Capital stock (note 10)	46,564	46,564
Deficit	(680,456)	(398,115)
	(633,892)	(351,551)
	$ 1,295,326	$ 1,222,089

Going concern (note 1)
Commitments (note 13)
Contingent liabilities (note 16)
Events after the balance sheet date (note 20)

See accompanying notes to the non-consolidated financial statements.

Approved on behalf of the shareholders

DocuSigned by: Stan Spavold 228F9DA0D8D04D7... Director

Signed by: John Risley F01CC9817ED9469... Director

Docusign Envelope ID: 8DDE02EE-2C0A-48E5-945F-5566BA3F238A

CFFI VENTURES INC.

Non-Consolidated Statement of Net Loss (unaudited)
(In thousands of Canadian dollars)

For the year ended December 31

	2024	2023 (note 18)
Revenue		
Interest income	$ 59,003	$ 48,845
Impairment recovery (loss) on investments in controlled enterprises (note 5)	39,684	(22,177)
Income distribution from investments in jointly controlled enterprises (note 5(iv))	39,426	6,763
Gain on disposal of investments in publicly traded entities (note 5(vi))	11,874	572
Unrealized gain on investments in publicly traded entities (note 5)	6,297	15,299
Gain on termination of participation agreements (note 9(iv))	6,036	-
Gain on expiry of option liability (note 8(iii))	2,000	-
Impairment recovery (loss) on long-term advances (note 4)	1,009	(26,054)
Gain on disposal of artwork (note 7)	753	280
Guarantee fees (note 11)	431	596
Management fees (note 11)	99	108
Gain on subsidiary guarantee of long-term debt (note 8(i))	-	8,700
	166,612	32,932
Expenses (recovery)		
Interest on long-term debt and due to related parties	$ 265,832	$ 193,516
Foreign exchange loss (gain)	113,378	(26,725)
Impairment loss on investments in jointly controlled enterprises (note 5)	40,312	1,091
Loss on forgiveness of long-term advances (note 4)	11,592	-
Administration	7,310	6,062
Repayment premium on long-term debt (note 5(vi))	5,403	8,017
Impairment loss on other investments measured at cost (note 5)	5,379	-
Impairment loss (recovery) on accounts receivable (note 3(i))	2,399	(49)
Refinancing costs	62	318
Amortization	34	52
Loss on disposal of other investments measured at cost (note 5(vi))	-	2,563
Impairment loss on investments subject to significant influence	-	9,395
	451,701	194,240
Net loss from continuing operations	(285,089)	(161,308)
Net earnings (loss) from discontinued aircraft operations, including amortization of $1,129 (2023 - $1,797) (note 17)	2,748	(1,341)
Net loss	$ (282,341)	$ (162,649)

Related party transactions (note 11)

See accompanying notes to the non-consolidated financial statements

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CFFI VENTURES INC.

Non-Consolidated Statement of Deficit (unaudited)
(In thousands of Canadian dollars)

For the year ended December 31

	2024	2023 (note 18)
Deficit at beginning of year	$ (398,115)	$ (235,466)
Net loss	(282,341)	(162,649)
Deficit at end of year	$ (680,456)	$ (398,115)

See accompanying notes to the non-consolidated financial statements.

Docusign Envelope ID: 8DDE02EE-2C0A-48E5-945F-5566BA3F238A

CFFI VENTURES INC.

Non-Consolidated Statement of Cash Flows (unaudited)
(In thousands of Canadian dollars)

For the year ended December 31

	2024	2023 (note 18)
Cash provided by (used in):		
Operating activities		
Net loss from continuing operations	$ (285,089)	$ (161,308)
Adjustments for non-cash items:		
Accrued unpaid interest on long-term debt and related party debt	262,576	190,397
Unrealized foreign exchange loss (gain)	112,101	(26,929)
Losses associated with long-term advances (note 15)	10,583	26,054
Repayment premium on long-term debt (note 5(vi))	5,403	8,017
Impairment loss (recovery) on accounts receivable (note 3(i))	2,399	(49)
Amortization	34	52
Gain on disposal of artwork (note 7)	(753)	(280)
Other non-cash items	(959)	(475)
Gains associated with liabilities (note 15)	(8,036)	-
Net (gain) loss associated with investments (note 15)	(12,164)	19,355
Income distribution from investments in jointly controlled enterprises (note 5(iv))	(29,973)	-
Accrued interest income	(50,407)	(47,950)
	5,715	6,884
Change in non-cash operating working capital	(1,123)	(3,154)
	4,592	3,730
Financing activities:		
Proceeds from amounts due to related parties	165	14,873
Repayments of amounts due to related parties	(863)	(14,716)
Repayment of long-term debt (note 15)	(4,941)	(59,719)
Proceeds from long-term debt	-	34,700
Decrease in bank overdraft	-	(468)
	(5,639)	(25,330)
Investing activities:		
Repayments received on long-term advances	16,110	29,842
Proceeds on disposal of investments (note 15)	6,161	5,295
Proceeds on disposal of artwork, antiques and collectibles (note 7)	4,116	4,204
Purchase of artwork, antique and collectibles (note 7)	(161)	(68)
Increase in restricted cash	(1,850)	-
Purchase of investments (note 15)	(3,094)	(10,434)
Long-term advances paid during the year	(20,281)	(15,377)
	1,001	13,462
Change in cash from continuing operations	(46)	(8,138)
Change in cash from discontinued aircraft operations (note 17(e))	(1,057)	10,023
Cash at beginning of year	1,885	-
Cash at end of year	$ 782	$ 1,885

See accompanying notes to the non-consolidated financial statements.

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CFFI VENTURES INC.

Notes to Non-consolidated Financial Statements (unaudited)
(amounts expressed in thousands of Canadian dollars unless otherwise noted)

For the year ended December 31, 2024

1. DESCRIPTION OF THE BUSINESS AND GOING CONCERN

CFFI Ventures Inc. (the "Company") is an investment holding company located in Halifax, NS. The Company holds significant investments in private companies in various industries including, but not limited to biofuels, renewable energy, financial services, investment fund, construction and vessel charter and crewing services. The Company also holds a material investment in a publicly traded space technology company.

Going concern

These non-consolidated financial statements have been prepared in accordance with Canadian Accounting Standards for Private Enterprises ("ASPE") applicable to a going concern, which assumes the Company will continue operating for the foreseeable future and be able to realize its assets and discharge its liabilities and commitments in the normal course of business. In assessing whether the going concern assumption is appropriate, management considers all available information about the future, which is at least, but is not limited to, twelve months from the end of the reporting period.

The Company is in breach of its debt covenants as at December 31, 2024 (note 8) and continues to be in default on certain loans as of the date of finalizing the non-consolidated financial statements (note 20(i) and (ii)). Additionally, the Company has incurred a net loss of $282,341 during the year ended December 31, 2024 and its current liabilities exceed its current assets by $925,521 as at December 31, 2024. As a result, there is material uncertainty that may cast significant doubt as to whether the Company will have the ability to continue as a going concern.

The Company continues to work with its lenders and the lenders of its investees to remedy these breaches. The ability of the Company to continue as a going concern is contingent upon the realization of non-current assets and/or securing future financings. The Company is currently working on multiple asset realization events, as well as working with its lenders to renegotiate the terms of its outstanding long-term debt (note 8). These financial statements are not reflective of the fair market value of assets held by the Company. Asset realizations will need to occur at fair market values in excess of carrying values in order for the Company to continue as a going concern.

These non-consolidated financial statements do not reflect adjustments that would be necessary if the going concern assumption was not appropriate. If the going concern basis was not appropriate for these non-consolidated financial statements, then material adjustments would be necessary in the carrying value of assets and liabilities, the reported revenue and expenses, and the balance sheet classifications used.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

These financial statements are prepared on a non-consolidated basis in accordance with Accounting Standards for Private Enterprises ("ASPE"). During the year, the Company made a voluntary change of certain significant accounting policies, reflected below and with the impact on the non-consolidated financial statements outlined in note 18. The significant accounting policies are as follows:

(a) Cash

Cash consists of balances held on account at financial institutions bearing nominal interest.

(b) Restricted cash

Under the loan agreement with the HPS Investments Partners, LLC ("HPS"), the restricted cash is held in a collateral account from which expenditures shall be paid at HPS' discretion. The Company is permitted to make new investments using restricted cash with the lenders' consent.

CFFI VENTURES INC.

Notes to Non-consolidated Financial Statements (unaudited)
(amounts expressed in thousands of Canadian dollars unless otherwise noted)

For the year ended December 31, 2024

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(c) Foreign currencies translation

Monetary items denominated in a foreign currency and non-monetary items carried at fair value are adjusted at the balance sheet date to reflect the exchange rate in effect at that date. Non-monetary items carried at amortized cost are translated at rates of exchange in effect when the assets were acquired, or obligations incurred. Foreign currency transactions are initially recorded at rates of exchange in effect at the date of the transaction unless it is more practical to use the average rate for the year. Exchange gains and losses are included in the determination of net income for the period.

(d) Financial Instruments

Arm's length financial instruments are recorded at fair value on initial recognition. Related party financial instruments are recorded at cost on initial recognition unless they are quoted in an active market or have an observable fair value. Freestanding derivative instruments that are not in a qualifying hedging relationship and equity instruments that are quoted in an active market are subsequently measured at fair value. Debt instruments issued in a related party transaction are subsequently measured at fair value when the instrument is quoted in an active market or inputs significant to the determination of fair value of the debt instrument are observable either directly or indirectly. All other financial instruments are subsequently measured at cost or amortized cost unless management has elected to carry the instruments at fair value. When the initial measurement of a third-party debt instrument results in a premium or discount relative to its face amount, the difference is subsequently amortized on a straight-line basis over the expected life of the instrument, which is no longer than its contractual term, and is recognized in net loss as an adjustment to interest expense.

Transaction costs incurred on the acquisition of financial instruments measured subsequently at fair value are expensed as incurred. All other financial instruments are adjusted by transaction costs incurred on acquisition and financing costs. These costs are amortized using the straight-line method.

Financial assets are assessed for impairment on an annual basis at the end of the fiscal year if there are indicators of impairment. If there is an indicator of impairment, the Company determines if there is a significant adverse change in the expected amount or timing of future cash flows from the financial asset. If there is a significant adverse change in the expected cash flows, the carrying value of the financial asset is reduced to the highest of the present value of the expected cash flows, the amount that could be realized from selling the financial asset or the amount the Company expects to realize by exercising its right to any collateral. If events and circumstances reverse in a future period, an impairment loss will be reversed to the extent of the improvement, not exceeding the initial impairment charge.

Financial liabilities forgiven by a related party are recognized in equity when the original transaction that resulted in the issuance or assumption of the financial liability was not in the normal course of operations. If the original transaction was in the normal course of operations or it is impracticable to determine whether the amount was issued or assumed in the normal course of operations, the forgiveness is recognized in net loss.

(e) Investments

All investments except for investments in publicly traded entities are accounted for using the cost method. Under the cost method, net earnings of the investment are reflected in the determination of net earnings of the Company only to the extent of dividends received or receivable. Beneficial investments are also measured using the cost method.

Investments in publicly traded entities are accounted for at fair value using share prices as quoted in an active market, with changes in fair value recorded in net income.

Transaction costs with respect to new investments are expensed as incurred.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(e) Investments (continued)

The following is a list of companies subject to control, significant influence and joint control, to which cost accounting is applied:

Company	Underlying Holding Company Investment	Equity Ownership Interest held by the Company (i)	Nature of business
Investments in controlled subsidiaries			
BIOX Holdings, LLC (ii)		100%	Investment holdings
	World Energy, LLC	*15.6%*	*Biodiesel production*
	World Energy Sustainable Products, LLC	*16.9%*	*Biodiesel production*
BIOX USA Limited (ii)		100%	Investment holdings
	World Energy, LLC	*16.8%*	*Biodiesel production*
	World Energy Sustainable Products, LLC	*18.2%*	*Biodiesel production*
CFFI Aviation 2 Inc. (xii)		100%	Investment holdings
CFFI Telecommunications Holdings Limited		100%	Investment holdings
CFFI USA Holdings Inc. (xii)		100%	Investment holdings
CFFI UK Ventures (Barbados) Limited (iii)		100%	Investment holdings
	CB Growth Holdings Limited	*7.51% (2023 - 23.7%)*	*Financial services*
	RTGS Group Limited	*16.3% (2023 – 32.6%)*	*Financial services*
Cormorant Utility Services Limited (iv)(xii)		54.8%	Investment holdings
CVI Capital Investments (Barbados) Inc. (xii)		100%	Investment holdings
FP Resources Holdings LP (v)(xii)		98.4%	Investment holdings
Horizon Maritime Holdings Limited (vi)(xii)		100% (2023 - 0%)	Investment holdings
Horizon Maritime Services Ltd. (vi)(xii)		100% (2023 - 54.01%)	Offshore vessel supply
Horizon Maritime Offshore A/S (vi)(xii)		100% (2023 - 50%)	Offshore vessel supply
Ironbound Holdings Limited (xii)		50%	Investment holdings
Metric Partners Limited Partnership (xii)		100%	Investment holdings
Northern Private Capital Holdings Ltd. (xi)(xii)		100% (2023 - 50%)	Investment fund special partner
Northern Star Charters Holdings Inc.		100%	Investment holdings
Rifflin' Hitch Lodge Limited Partnership		100%	Fishing lodge
Tracking Ventures Limited (xii)		100%	Investment holdings

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CFFI VENTURES INC.

Notes to Non-consolidated Financial Statements (unaudited)
(amounts expressed in thousands of Canadian dollars unless otherwise noted)

For the year ended December 31, 2024

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(e) Investments (continued)

Investments subject to significant influence			
CFFI Technology Development Inc. (vii)		66.5%	Investment holdings
MARA Renewables Corporation (vii)		33.9% (2023 – 43.5%)	Algal oil research
HealthHub Holdings Inc. (xii)		45.6%	Investment holdings
	HealthHub Patient Engagement Solutions Inc.	*45.6%*	*Healthcare technology*
	HealthHub Solutions Inc.	*45.6%*	*Healthcare technology*
Skinfix Inc.		27.8% (2023 - 29.0%)	Retail
Valent Low-Carbon Technologies Inc. (viii)		26.1%	Industrial technology
World Energy GH2 Inc. (ix)(xii)		30.0%	Renewable energy
RH Management Services Inc.(xii)		40%	Investment holdings
Investments in jointly controlled enterprises			
CB Investment Growth Holdings Limited (x)(xii)		50%	Investment holdings
Northern Private Capital GP I Ltd. (xi)(xii)		50%	Investment fund general partner
Northern Private Capital Ltd. (xi)(xii)		50%	Investment fund manager
Northern Private Capital Fund I LP (xi)		20%	Investment fund
OpenScreen Holdings Inc.		50%	Investment holdings

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(e) Investments (continued)

(i) Investment ownership percentage is shown on a diluted basis.
(ii) The Company has a total equity ownership interest in World Energy, LLC ("WE") of 32.4%, via its interest in BIOX Holdings, LLC ("BIOX Holdings") and BIOX USA Limited ("BIOX USA"). Wholly owned subsidiaries of WE include World Energy Los Angeles, LLC, AltAir Paramount, LLC, Paramount Pipeline, LLC, World Energy Elk Grove, LLC, World Energy Mojave, LLC, WMG Services, LLC, World Asset Management, LLC, World Energy Canadian Holdings, Inc., World Energy Downstream LLC, World Energy and World Energy BIOX Biofuels, LLC. The Company has a total equity ownership interest in World Energy Sustainable Products, LLC ("WESP") of 35.1%, via its interest in BIOX Holdings and BIOX USA. Wholly owned subsidiaries of WESP include World Energy Natchez, LLC and World Energy Rome, LLC. WESP also holds 49% interests in World Energy Harrisburg, LLC and BIOX Canada Limited.
(iii) RTGS Group Limited holds 100% interests in RTGS Global Ltd., RTGS Group Ltd., RTGS Ltd., and RTGS Technologies Ltd. CB Growth Holdings Limited holds a 100% interest in ClearBank Limited and ClearBank Europe N.V. via ClearBank Group Holdings Limited.
(iv) Cormorant Utility Services Limited ("Cormorant") has the following wholly owned subsidiaries: Eptcon Ltd., PowerTel Utilities Contractors Ltd, Cormorant USA Inc., One Line USA LLC, Cormorant Utilities Development Corporation, CAUSL Holdings Inc., Powertraxx Vehicles Inc., and Cormorant USA Inc. Cormorant also has 49% equity interests in Cormorant Infinity Power Solutions Limited and Energio Power Solutions Inc., and a 50% interest in Cormorant-ECS Inc.
(v) FP Resources Holdings LP has a 100% interest in FP Resources USA Inc., which has a 100% interest in FPR Financial Corporation. All three are engaged in investment holdings.
(vi) The Company acquired control of Horizon Maritime Holdings Ltd. ("HMH") on September 18, 2024, for proceeds of $nil. Prior to this date, Horizon Maritime Offshore A/S ("HMOAS") was jointly controlled, and Horizon Maritime Services Limited ("HMS") was subject to significant influence. HMH holds a 50% interest in HMOAS as well as HMS. The Company directly holds the remaining 50% interest in HMOAS and HMS and therefore wholly owns HMS and HMOAS through direct and indirect ownership. Wholly owned subsidiaries of HMS include Horizon Maritime Facility Services Ltd., Horizon Maritime Industrial Services Ltd., Horizon Maritime Offshore Ltd., Horizon Atlantic Maritime Services Ltd., Horizon Pacific Maritime Services Ltd., Osi Supply Ltd., and Osi GP Ltd.
(vii) The Company holds a 1.3% (2023 – nil) direct interest in MARA Renewable Corporation ("MARA") (note 5(v)) and an indirect interest of 32.6% (2023 – 43.5%) in MARA via is investment in CFFI Technology Development Inc. Algarithm Ingredients Inc., MARA Renewables (Asia Pacific) Pte Ltd., and Humanativ Ltd. are wholly owned subsidiaries of MARA. MARA also has significant influence investments in Algal Omega 3 Ltd., and Algenuity Ingredients Inc.
(viii) Valent Low-Carbon Technologies Inc. holds significant influence investments in Imtex Membranes Corp., Katal Energy Inc., Auterra Inc., Nu:ionic Technologies (Canada) Inc., and Forge Hydrocarbons Corporation.
(ix) World Energy GH2 Inc. holds an 80% interest in WEGH2 GP Inc. and World Energy GH2 Limited Partnership ("WEGH2 LP"). The 80% interest in WEGH2 GP Inc. is held via WEGH2 Holdings Inc., a wholly owned subsidiary of World Energy GH2 Inc.
(x) CB Investment Growth Holdings Limited holds 100% interest in CB Group Development Ltd.
(xi) Northern Private Capital Fund I LP is held via Northern Private Capital GP I Ltd., Northern Private Capital Ltd. and Northern Private Capital Holdings Ltd ("NPC Holdings"). The Company has a 20% limited partnership interest in Northern Private Capital Fund I LP. On December 19, 2024, the Company acquired control of NPC Holdings for nominal proceeds. Prior to the transaction, NPC Holdings was jointly controlled.
(xii) Investment amount is nominal or has a nominal opening and ending balance (note 5) as a result of cumulative impairment.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(e) Investments (continued)

Investments measured using the cost method are assessed individually for impairment on an annual basis at the end of the fiscal year if there are indicators of impairment. If there is an indication of impairment the Company determines if there is a significant adverse change in the expected timing or amount of future cash flows from the investment. If there is a significant adverse change in the expected cash flows, the carrying amount of the investment is reduced to the higher of the present value of the expected cash flows and the amount that could be realized from selling the investment. When the value of a previously impaired investment increases, and the increase can be related to an event occurring after the impairment was recognized, the impairment loss is reversed to the extent of the improvement.

(f) Artwork, antiques and collectibles

Artwork, antiques and collectibles are accounted for at cost including transaction costs. No amortization is recorded as artwork, antiques and collectibles are expected to appreciate. Artwork, antiques and collectibles are reviewed for impairment when events or changes in circumstances indicate that the carrying value has changed.

(g) Aircraft held for sale

Assets are classified as held for sale when management commits to a plan to sell, it is available for sale in its present condition, an active program to locate a buyer has been initiated, the sale is probable and expected to be completed within one year, it is actively being marketed at a price that is reasonable in relation to fair value and actions required to complete the plan indicate that is unlikely significant changes to the plan will be made or the plan withdrawn. Aircraft classified as held for sale are measured at the lower of carrying amount and fair value less costs to sell and amortization of the aircraft ceases once the aircraft is classified as held for sale.

Prior to classification as held for sale, aircraft were amortized following the useful lives for components stated below, stated at cost less accumulated amortization and divided into their significant separately identifiable components, when practical. Useful lives were determined for each separately identifiable asset component. Amortization was recorded on a straight-line basis for aircraft components over the following useful lives or rates:

Aircraft components and components of aircraft under capital lease	
Airframe	10 to 20 years
Engine	10 to 20 years
Cabin interior equipment	5 years

(h) Equipment

Equipment is stated at cost less accumulated amortization. Amortization is recorded on a declining basis rate of 10% or 30% per year, based on its estimated useful life. Additions are amortized commencing in the month they are ready for use.

CFFI VENTURES INC.

Notes to Non-consolidated Financial Statements (unaudited)
(amounts expressed in thousands of Canadian dollars unless otherwise noted)

For the year ended December 31, 2024

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(i) Revenue recognition

Revenue is recognized when persuasive evidence of an arrangement exists, services are delivered, selling price is fixed or determinable and collectability is reasonably assured. Interest income and guarantee fee income are recognized at the end of the period in which it was earned. Dividends are recognized when declared. Management fees are recognized as management services are provided to investees and related companies.

The Company measures non-monetary, non-reciprocal transfers from investees, including distributions in-kind received at the fair value of the asset received, unless the transaction lacks commercial substance, the fair value of the asset received is not reliably measurable, or the transfer represents a form of restructuring or liquidation of the investee.

(j) Income taxes

The Company uses the future income taxes method of accounting for income taxes. Under the future income taxes method, future tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Future tax assets and liabilities are measured using enacted or substantively enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on future tax assets and liabilities of a change in tax rates is recognized in income in the year that includes the date of enactment or substantive enactment. Refundable taxes that will be recovered on the payment of qualifying dividends are recognized as a future income tax asset.

A valuation allowance is recorded against any future income tax asset if it is more likely than not that the asset will not be realized. Income tax expense or benefit is the sum of the Company's provision for the current income taxes and the difference between the opening and ending balances of the future income tax assets and liabilities.

The Company assesses the probability of whether taxes with respect to uncertain tax positions will be payable at a future date at each balance sheet date. When it is unlikely that the Canada Revenue Agency will accept an uncertain tax position and the amount of taxes payable is measurable, the Company records the tax liability and expense. The Company determines the most likely amount or the expected value of any future liability and records the tax expense and corresponding liability in the financial statements in the period in which it becomes known.

(k) Related party transactions

Monetary related party transactions are measured at the exchange amount when they are in the normal course of business, except when the transaction is an exchange of a product or property held for sale in the normal course of operations for a product or property to be sold in the same line of business, to facilitate sales to customers other than the parties to the exchange. Where the transaction is not in the normal course of operations, it is measured at the exchange amount when there is a substantive change in the ownership of the item transferred and there is independent evidence of the exchange amount.

All other related party transactions are measured at the carrying amount.

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2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

(l) Discontinued operations

The results of discontinued operations, less applicable income taxes, are reported as a separate element of income for both current and prior year. The assets and liabilities of a disposal group classified as held for sale are presented separately in the asset and liability sections of the balance sheet. Future losses associated with the operations of a discontinued operation are not accrued.

(m) Voluntary accounting policy changes

When accounting policy changes are applied voluntarily, the change is applied retrospectively, and comparative information is restated for the change in policy.

(n) Use of estimates

The preparation of the non-consolidated financial statements in conformity with ASPE requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the non-consolidated financial statements and the reported amounts of revenue and expenses during the year. Significant items subject to such estimates and assumptions include the carrying amounts of investments, long-term advances, artwork, antiques and collectables, the useful lives of aircraft and equipment, the accrual of estimated default interest on long-term debt and the treatment of contingencies, including uncertain tax positions. Actual results could differ materially from those estimates.

CFFI VENTURES INC.

Notes to Non-consolidated Financial Statements (unaudited)
(amounts expressed in thousands of Canadian dollars unless otherwise noted)

For the year ended December 31, 2024

3. ACCOUNTS RECEIVABLE

	December 31 2024	December 31 2023
Receivable in-kind (i)	$ 1,131	$ 3,273
Other (ii)	789	696
	$ 1,920	$ 3,969

(i) The receivable in-kind arose as a result of a put option agreement the Company entered into on September 23, 2019 with Sumac Corporation Limited ("Sumac"), an unrelated party. On August 20, 2021 ("the exercise date"), Sumac exercised its right under the put option for the Company to purchase its investment in Northern Private Capital Fund I LP ("NPC"). On the same date, the Company recognized a receivable in-kind and liability of $4,759 ($3,754 USD) equal to the fair value of the underlying investment in NPC at that date (note 8). The Company recognized an impairment loss (recovery) of $2,399 for the year ended December 31, 2024 (2023 – ($49)) on the receivable in-kind.

In the prior year, the Company collected holdback funds receivable of $2,103 ($1,549 USD) (note 15) related to the sale of Kinduct Technologies Inc. that occurred in 2020.

(ii) Amounts due from related parties of $140 (2023 – $270) are included in other accounts receivable.

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CFFI VENTURES INC.

Notes to Non-consolidated Financial Statements (unaudited)
(amounts expressed in thousands of Canadian dollars unless otherwise noted)

For the year ended December 31, 2024

4. LONG-TERM ADVANCES

	Opening Balance (note 18)	Net advances (repayments)(ii)	(Impairment) Recovery(xvi)	Loss on Forgiveness	Ending Balance (xvi)
Advances to related parties with no fixed terms (i)					
Lobster Point Holdings Limited (note 11)	$ 58,654	$ 3,108	$ (14,507)	$ -	$ 47,255
Rifflin' Hitch Lodge Limited Partnership	9,048	1,963	(5,261)	-	5,750
CFFI Aviation Inc.	538	1,110	-	-	1,648
FP Resources Holdings LP	25	3	-	-	28
World Energy GH2 Inc.	1,010	-	(1,010)	-	-
Due from ultimate majority shareholder	-	4,901	(4,901)		-
	$ 69,275	$ 11,085	$ (25,679)	$ -	$ 54,681
Advances to related parties with terms as disclosed					
Horizon Maritime Offshore A/S (iii)	$ 117,802	$ 55,460	$ 28,557	$ -	$ 201,819
BIOX Holdings LLC (iv)(xv)	75,893	1,967	-	-	77,860
CFFI Technology Development Inc.(v)	52,274	1,534	-	-	53,808
BIOX USA Limited (vi)(xv)	3,907	1,086	-	-	4,993
CFFI USA Holdings Inc. (vii)	2,836	95	-	-	2,931
Valent Low-Carbon Technologies Inc.(viii)	-	409	(409)	-	-
Horizon Maritime Services Ltd.(ix)	4,371	(4,371)	-	-	-
Cormorant Utility Services Limited (x)	-	992	(992)	-	-
HealthHub Holdings Inc.(xi)	-	151	(151)	-	-
	$ 257,083	$ 57,323	$ 27,005	$ -	$ 341,411
Advances to unrelated parties					
Tim Haig (xii)	$ 2,740	$ 279	$ -	$ -	$ 3,019
Other	167	317	(317)	-	167
Circadian Positioning Systems Inc.	80	(1)	-	-	79
Dan Meyers (xiii)	6,237	129	-	(6,366)	-
Sextant Holdings LLC (xiv)	5,120	106	-	(5,226)	-
	$ 14,344	$ 830	$ (317)	$ (11,592)	$ 3,265
	340,702			-	399,357
Less: current portion	(198,146)			-	(279,758)
	$ 142,556	$ 69,238	$ 1,009	$ (11,592)	$ 119,599

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4. LONG-TERM ADVANCES (continued)

(i) Long-term advances are unsecured, non-interest bearing and have no fixed terms of repayment. The Company will not demand repayment in the next fiscal year and therefore these advances have been presented as long-term.
(ii) Net advances (repayments) include interest income earned on advances, changes caused by fluctuations in foreign exchange rates, and conversion of advances to investments, in addition to cash advances and repayments made during the year.
(iii) Long-term advances include a promissory note receivable with a principal amount of $160,765 USD (2023 - $132,969 USD), due on demand and bearing paid in-kind ("PIK") interest at 20% per annum. On the occurrence of an event of default, the interest rate on the promissory note increases by 2% per annum and increases by an additional 0.5% every six months from the initial event of default until the default has been cured. Since June 28, 2019, HMOAS has been in default of the advance agreement. The effective interest rate on the advance is 27.5% (2023 – 26.5%) at December 31, 2024. Secured by the Bourbon Arctic vessel owned by HMOAS and guaranteed by HMS.
(iv) Promissory note receivable in the amount of $77,758 (2023 – $75,810) bearing interest at 2.57% per annum, compounded annually, and payable on demand. Funds advanced to BIOX Holdings are invested in WE and WESP.
(v) Long-term advances include a promissory note receivable with a principal of $10,000 (2023 - $10,000) and accrued interest receivable of $10,266 (2023 - $9,066) bearing interest at 12% per annum and unsecured, and a $3,553 (2023 - $3,219) convertible promissory note bearing interest at 10% per annum. Also included are non-interest bearing advances of $29,989 (2023 - $29,989) with no fixed terms of repayment. The Company will not demand repayment in the next fiscal year and therefore advances are presented as long-term. Funds advanced to CFFI Technology Development Inc. are invested in its subsidiary, MARA Renewables Corporation.
(vi) Promissory note receivable in the amount of $4,511 USD (2023 – $4,008 USD) bearing interest at 12% per annum, compounded annually, and payable on demand, offset by a non-interest bearing note payable with no set terms of repayment in the amount of $1,041 USD (2023 – $1,054). The Company will not demand repayment in the next fiscal year and therefore the advance has been presented as long-term.
(vii) Promissory note receivable in the amount of $9,837 (2023 - $9,742), net of historical impairment losses of $6,906 (2023 - $6,906), bearing interest at 1% per annum and payable on demand. The Company will not demand repayment in the next fiscal year and therefore the advance is presented as long-term. Funds advanced to CFFI USA Holdings Inc. are invested in ServiceLink Technologies USA inc. via a convertible debenture, bearing interest at 15% per annum and due on demand.
(viii) Loan receivable due on demand of $500 (2023 – $500) plus accrued interest of $160 (2023 – $62) bearing interest at 15% + Canadian Overnight Repo Rate Average ("CORRA") per annum and non-interest bearing demand promissory note of $312 (2023 - $nil).
(ix) Demand grid promissory note receivable bearing interest at 12% per annum. The Company received $4,524 in full repayment of the note during the year.
(x) Convertible promissory note of $31,094 (2023 - $nil), including accrued interest for the year of $207, bearing interest at 1% per annum and due on demand. On April 30, 2024, the Company cancelled its convertible promissory note receivable in the amount of $14,000 plus accrued interest of $13,836, bearing interest at 15% per annum, as well as a non-interest bearing advance of $3,050, and established the new convertible promissory note in the same combined amount of $30,886.
(xi) Promissory note receivable with principal of $1,605 (2023 - $1,454) bearing interest at 10% per annum and due on demand.
(xii) Promissory note receivable in the amount of $2,321 (2023 - $2,321) and accrued interest receivable of $548 (2023 - $269) bearing interest at 12% per annum and payable on demand and a non-interest bearing promissory note of $150 (2023 - $150) payable on demand. The Company has waived its right to repayment within the next year.
(xiii) Non-interest bearing promissory note receivable in the amount of $4,716 USD (2023 - $4,716 USD) was forgiven during the year. The Company recorded a loss on forgiveness equal to the note balance of $6,366 CAD ($4,716 USD).
(xiv) Non-interest bearing promissory note receivable in the amount of $3,871 USD (2023 - $3,871 USD) was forgiven during the year. The Company recorded a loss on forgiveness equal to the note balance of $5,226 CAD ($3,871 USD).

CFFI VENTURES INC.

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For the year ended December 31, 2024

4. LONG-TERM ADVANCES (continued)

(xv) WE is currently renegotiating the terms of its loan with a major lender. The result of these negotiations will have a pervasive impact on WE's future operations, and the outcome of negotiations is currently unknown. Therefore, it is impracticable for the Company to reasonably determine any potentially applicable impairment at the date of these non-consolidated financial statements. The Company will therefore measure the advances to BIOX Holdings and BIOX USA as well as the investment in BIOX USA at cost, at the date of these non-consolidated financial statements (see independent practitioner's review engagement report).

(xvi) The following long-term advances have accumulated impairment losses. The Company tracks these balances in the event that there is a change in circumstances that warrants the reversal of historical impairment losses. The cost amounts below represent the sum of net advances and accrued interest on interest bearing notes.

2024		Cost		Accumulated Impairment
Advances to related parties with no fixed terms				
Lobster Point Holdings Limited	$	63,627	$	(16,372)
Rifflin' Hitch Lodge Limited Partnership		11,011		(5,261)
Due from ultimate majority shareholder		4,901		(4,901)
World Energy GH2 Inc.		1,010		(1,010)
	$	80,549	$	(27,544)
Advances to related parties with terms as disclosed				
Horizon Maritime Offshore A/S	$	231,325	$	(29,506)
Cormorant Utility Services Limited		31,094		(31,094)
CFFI USA Holdings Inc.		9,837		(6,906)
HealthHub Holdings Inc.		1,605		(1,605)
Valent Low-Carbon Technologies Inc.		972		(972)
	$	274,833	$	(70,083)
Advances to unrelated parties				
Other	$	11,650	$	(11,483)
Total	$	367,032	$	109,111

CFFI VENTURES INC.

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5. INVESTMENTS

	Opening Balance (note 18)	Net Additions (i)	Market Revalue	Disposals	(Impairment) Recovery	Ending Balance
Investments in controlled subsidiaries (ii)						
CFFI Telecommunications Holdings Limited	$ 502,301	$ -	$ -	$ -	$ 40,987	$ 543,288
BIOX USA Limited	63,316	-	-	-	-	63,316
CFFI UK Ventures (Barbados) Ltd (iii)	78,152	(19,167)	-	-	-	58,985
Northern Star Charters Holdings Incorporated	28,291	-	-	-	-	28,291
Metric Partners Limited Partnership	849	-	-	-	(849)	-
Rifflin' Hitch Lodge Limited Partnership	454	-	-	-	(454)	-
	$ 673,363	$ (19,167)	$ -	$ -	$ 39,684	$ 693,880
Investments in jointly controlled enterprises (ii)						
Northern Private Capital Fund I LP (iv)	$ 58,032	$ 1,281	$ -	$ -	$ (40,312)	$ 19,001
OpenScreen Holdings Inc.	500	-	-	-	-	500
	$ 58,532	$ 1,281	$ -	$ -	$ (40,312)	$ 19,501
Investments subject to significant influence (ii)						
Skinfix Inc.	$ 38,113	$ -	$ -	$ -	$ -	$ 38,113
CFFI Technology Development Inc.	5,190	-	-	-	-	5,190
MARA Renewables Corporation (v)	-	1,750	-	-	-	1,750
	$ 43,303	$ 1,750	$ -	$ -	$ -	$ 45,053
Investments in publicly traded entities						
MDA Ltd. (vi)	$ 41,147	$ 29,973	$ 6,297	$ (41,130)	$ -	$ 36,287
Other investments measured at cost (ii)						
DeNova Inc.	$ 750	$ -	$ -	$ -	$ -	$ 750
Graphite Innovation and Technologies Inc.	250	-	-	-	-	250
Sandpiper Ventures Fund Limited Partnership	149	63	-	-	-	212
Circadian Positioning Systems Inc.	141	-	-	-	-	141
Boomerswork Employment Services Inc.	100	-	-	-	-	100
Enlighten Innovations Inc	3,000	-	-	-	(3,000)	-
Aspire Food Group Limited	2,329	-	-	-	(2,329)	-
Frenter Inc.	50	-	-	-	(50)	-
	$ 6,769	$ 63	$ -	$ -	$ (5,379)	$ 1,453
Total investments	$ 823,114	$ 13,900	$ 6,297	$ (41,130)	$ (6,007)	$ 796,174

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5. INVESTMENTS (continued)

(i) Net additions consist of investment purchases made during the year, conversions of advances into investments, returns of capital, and other activity that does not fall into the categories listed above.

(ii) The following investments have accumulated impairment losses. The Company tracks these balances in the event that there is a change in circumstances that warrants the reversal of historical impairment losses.

2024		Cost		Accumulated Impairment
Investments in controlled subsidiaries				
CFFI Telecommunications Holdings Limited	$	740,045	$	(196,757)
Rifflin' Hitch Lodge Limited Partnership		28,980		(28,980)
FP Resources Holdings LP		24,809		(24,809)
CVI Capital Holdings (Barbados) Inc.		9,465		(9,465)
Cormorant Utility Services Limited		2,507		(2,507)
Metric Partners Limited Partnership		850		(850)
	$	806,656	$	(263,368)
Investments in jointly controlled enterprises				
Northern Private Capital Fund I LP	$	62,841	$	(43,840)
CB Group Holdings Ltd.		2,244		(2,244)
	$	65,085	$	(46,084)
Investments subject to significant influence				
HealthHub Holdings Inc.	$	9,410	$	(9,410)
Valent Low-Carbon Technologies Inc.		9,395		(9,395)
	$	18,805	$	(18,805)
Other investments measured at cost				
Enlighten Innovations Inc.	$	3,000	$	(3,000)
Aspire Food Group Limited		2,329		(2,329)
Frenter Inc.		50		(50)
	$	5,379	$	(5,379)
Total	$	895,925	$	(333,636)

(iii) During the year, the Company was issued returns of capital from CFFI UK Ventures (Barbados) Inc. ("CFFI UK") totalling $19,225 in repayment of its note payable to the Company in the same amount (note 9). The returns of capital decreased the carrying value of the Company's investment in CFFI UK by an equal amount.

CFFI VENTURES INC.

Notes to Non-consolidated Financial Statements (unaudited)
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5. INVESTMENTS (continued)

(iv) During the year, the Company received a distribution in-kind of 1,115,499 shares of MDA Ltd. from its investment in Northern Private Capital Fund I LP ("NPC") with a value of $29,973 ($21,308 USD). The Company also received cash distributions during the year of $7,424 ($5,499 USD) and a cash distribution of $2,029 ($1,447 USD) was received by Sumac Corporation ("Sumac") from NPC on behalf of the Company. The cash distribution to Sumac was applied against the Company's liability to Sumac (note 8).

(v) On April 2, 2024, the Company purchased 19,339 Class B3 preferred shares and warrants to purchase 3,168 Class D common shares of MARA Renewables Corporation for $1,750, resulting in a 1.26% direct equity interest on a fully diluted basis.

(vi) During the year, the Company sold and transferred investments and the following gain on disposal was recorded in the statement of net loss:

	December 31, 2024			
	# of Shares Sold/Transferred	USD Proceeds	CAD Proceeds	Gain
Investments in publicly traded entities				
MDA Ltd.	3,458,500	$ -	$ 53,005	$ 11,874

Included in the shares transferred/sold above are 3,100,000 shares with a fair market value of $46,309 that were transferred to G2S2 Capital Inc. ("G2S2") by the Company in full repayment of principal and interest on its loan of $25,055 (note 8), repayment premium of $11,350 and loans owing by the ultimate majority shareholder of $9,904. The repayments made on behalf of the ultimate majority shareholder resulted in the due to related party balance owing to the ultimate majority shareholder becoming a long-term advance due from the ultimate majority shareholder. Of the total repayment premium repaid in 2024, $7,719 was accrued prior to January 1, 2024, and $5,403 was realized during the year. The Company transferred another 36,000 shares with a fair market value of $534 in repayment of other costs. The Company also sold 322,500 shares for proceeds of $6,161.

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5. INVESTMENTS (continued)

(vi) In the prior year, the Company sold investments and the following gains and losses on sale were recorded in the prior year statement of loss:

	December 31, 2023			
	# of Shares Sold	USD Proceeds	CAD Proceeds	Gain (Loss)
Investments in publicly traded entities				
MDA Ltd.	200,000	$ -	$ 2,295	$ 1,015
Movella Holdings Inc.	410,470	601 USD	791	(405)
Olive Resource Capital Inc.	3,601,132	-	106	(38)
			$ 3,192	$ 572
Other investments measured at cost				
Movella Inc.	839,852	868 USD	$ 1,196	$ (2,563)
			$ 4,388	$ (1,991)

6. BENEFICIAL INVESTMENT

2024	Opening Balance	Net Additions(i)	Ending Balance
CB Growth Holdings Limited	$ -	$ 67,615	$ 67,615

(i) On July 31, 2024, CFFI UK transferred 185,214 A ordinary shares of CB Growth Holdings Ltd. ("CBG") (note 2(e)(iii)) to the Company in exchange for a promissory note of $67,615 (£38,040) (note 9), representing the fair value of the CBG shares on that date. On the same date, the Company transferred ownership of the CBG shares to HPS and entered into an agreement with HPS for the future sale of the CBG shares (the "side agreement"). Under the terms of the side agreement, the proceeds received on the sale of the CBG shares by HPS will be applied as a repayment against the Company's loan with HPS (note 8), including the Company being entitled to receive any proceeds in excess of the long-term debt outstanding on that date, in cash. The Company has accounted for the side agreement as a beneficial investment asset, representing future settlement of long-term debt and rights to receive cash from HPS's sale of the CBG shares, recorded initially at fair value and subsequently at cost less any reductions for impairment. When transferred to the Company, the CBG shares had a carrying amount of $40,366 ($29,143 USD) on CFFI UK's balance sheet. Given the December 31, 2024 amortized cost of the beneficial investment and the promissory note due to CFFI UK are both $67,615, the Company has not recorded any gains or losses from these sequential transactions occurring on the same date.

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7. ARTWORK, ANTIQUES AND COLLECTIBLES

2024	Opening	Additions	Disposals (a)	Closing
Cost:				
Artwork, antiques, and collectibles	$ 30,040	$ 161	$ (3,363)	$ 26,838

(a) During 2024, the Company sold multiple pieces of artwork for total proceeds of $4,116. A net gain of $753 was recorded on sale.

8. LONG-TERM DEBT

	December 31 2024	December 31 2023 (notes 18,19)
Due to HPS Investment Partners LLC, with a face value of $665,638 USD (2023 - $546,410 USD) and a balance of $822,799 USD (2023 - $637,057 USD) including default interest, bearing interest of 8% per annum payable on the last business day of March, June, September and December plus 5% interest per annum payable in-kind. If the Company chooses not to pay quarterly cash interest, the loan bears interest at a rate of 20% per annum for the quarter, payable in kind. On the occurrence of any other event of default, other than non-payment of quarterly interest, interest on the loan increases 2% per annum, increasing by 0.5% per annum every 6 months until the default has been cured. The effective rate of interest is 27.5% as at December 31, 2024 (2023 – 26.5%). The loan balance is due on demand. The loan is secured by a first charge on certain assets of the Company, including a pledge of capital stock of priority lien on select subsidiaries, subject to certain exceptions and limitations. The Company and its related parties are not permitted to make cash distributions of equity including dividends, share redemptions, and similar payments as specified in the agreement unless permitted by the lender (i)(note 20(i)).	$ 1,183,925	$ 842,571
Demand promissory note payable to Brendan Paddick bearing interest at 14% + 3% default (2023 – 12% + 3% default) per annum respectively and payable on demand (ii).	18,738	15,822
Put option liability due to Sumac Corporation Limited on demand and bearing interest at 13% per annum. (2024 - $1,899 USD; 2023 - $3,137 USD) (note 3(i) and note 5(iv)).	2,733	4,149
Due to a third party individual, bearing interest at 1% per calendar quarter, and no set maturity date.	1,200	1,083
Balance forward	$ 1,206,596	$ 863,625

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Notes to Non-consolidated Financial Statements (unaudited)
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8. LONG-TERM DEBT (continued)

	December 31 2024	December 31 2023 (notes 18,19)
Balance forward	$ 1,206,596	$ 863,625
Long-term debt repaid and option liability expired during the year (note 5(vi) and note 8(iii)).	-	34,536
	1,206,596	898,161
Less: current portion of long-term debt (iv)	1,206,596	898,161
	$ -	$ -

(i) The loan with HPS includes a call option agreement that grants the holders of the loan an irrevocable option to acquire 20% of the Company's interest in CBG, CFFI Technology Development Inc., BIOX USA, BIOX Holdings, HMOAS and HMS and 30% of the Company's interest in Northern Private Capital Fund 1 LP (the "Option Entities") upon the payout of the loan with HPS or a liquidity event at one of the Option Entities provided that either the Company or HPS can elect to settle the option right by paying the cash value thereof to HPS instead of HPS acquiring the interest in the Option Entities previously specified in this paragraph.

The interest due under the loan and any proceeds from the exercise of the call options provide for the holders to obtain a minimum return at the greater of an internal rate of return of 16% or 1.5 times return on cash. The maximum return payable to the holders is an internal rate of return of 24%. The Company has made the assumption that the minimum and maximum return payable to the holder is inclusive of any default interest and associated additional PIK interest incurred by the Company.

During 2023, proceeds on the sale of FPR Financial Corporation assets totalling $8,700 ($6,442 USD) were swept by the HPS Loan Agent and the HPS Loan Agent advanced those funds to the Company during the same period resulting in a gain on subsidiary guarantee of long-term debt in the same amount.

Since 2019, the Company has not paid cash interest owing to HPS. Instead, this interest was added to the principal balance as PIK interest. Per the terms of the agreement, this resulted in an interest rate of 20%, before consideration of default interest, being charged on the loan balance for all quarters that interest was not paid.

On October 23, 2022, the loan with HPS matured and remains past maturity at the balance sheet date. The loan continues to bear PIK and default interest at the rates described in this note.

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Notes to Non-consolidated Financial Statements (unaudited)
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8. LONG-TERM DEBT (CONTINUED)

On December 31, 2024, the Company was not in compliance with certain loan covenants contained in the loan agreement with HPS and has not been in compliance with those covenants since June 30, 2019. As a result, the Company has accrued default and additional PIK interest of $91,905 ($66,515 USD) in the current year (2023 - $55,548 ($41,412 USD)) with cumulative additional default and PIK interest of $226,139 ($157,161 USD) (2023 - $119,889 ($90,646 USD)) above the face value of the loan having been incurred since the original event of default and included in the long-term debt balance at year-end. The amount of default and additional PIK interest has been estimated based on the first known event of default. Under the terms of the lending agreement, default interest is calculated at the discretion of HPS. The timing of default events and the amounts of additional interest have not been confirmed by HPS and therefore, the ultimate amount of default interest to be paid by the Company may differ from that recorded in these financial statements.

(ii) At December 31, 2024, the Company is in default of its requirement to pay monthly interest on the promissory note payable to Brendan Paddick. As a result, an additional 3% in default interest is charged to the Company until the default is remedied.

(iii) On June 5, 2024, the option agreement to provide a third party with a 1.34% economic interest in RTGS Group Limited, if certain triggering events occurred, expired, as no triggering event occurred before expiry. On expiry, the option was immediately terminated with no further force or effect and the Company retains the $2,000 received on signing of the agreement. A gain on expiry of $2,000 was recorded during the year in the statement of net loss.

CFFI VENTURES INC.

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9. DUE TO RELATED PARTIES

	December 31 2024	December 31 2023
Due to related parties (i)		
Notes payable to CFFI Telecommunications Holdings Ltd. Cumulative USD advances at the year ended December 31, 2024 were $354,096 USD (2023 – $354,072 USD) and cumulative CAD advances were $12,775 (2023 – $12,762) and are repayable on Demand. Of the cumulative advance balances, $12,557 and $22,874 USD bear interest at 0.1% per annum.	$ 522,283	$481,058
Note payable to Northern Star Charters Holdings Incorporated (ii)	96,806	96,807
Due to CFFI UK Ventures (Barbados) Limited. Includes cumulative USD advances at December 31, 2024 of $262 USD (2023 - $13,949 USD) and a demand promissory note of £38,039 GBP (2023 - $0) (ii) (note 5(iii) and note 6(i)).	69,880	18,449
Due to CFFI Telecommunications Holdings Ltd. (ii)	21,005	21,242
Due to CVI Holdings (2020) Inc., a shareholder of the Company (ii)	3,318	3,323
Demand promissory note payable to FPR Financial Corporation bears interest at 10% per annum with no set terms of repayment (2024 - $1,913 USD; 2023 - $1,742 USD).	2,753	2,304
Due to FP Resources USA Incorporated. Cumulative USD advances at the year ended December 31, 2024 were $1,345 USD (2023 - $1,430 USD) (ii).	1,935	1,891
Due to an immediate family member of the ultimate majority shareholder (2024 - $532 USD; 2023 - $532) (ii).	766	704
Balance forward	$ 718,746	$ 625,778

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9. DUE TO RELATED PARTIES (continued)

	December 31 2024	December 31 2023
Balance forward	$ 718,746	$ 625,778
Due to ultimate majority shareholder repaid and participation agreement liabilities terminated during the year (iv).	-	19,582
	$ 718,746	$ 645,360

(i) The related parties have waived their right to demand payment within the next fiscal year and therefore the balances have been reported as a long-term obligation.

(ii) Balance is non-interest bearing with no set terms of repayments.

(iii) The balance includes a promissory note payable of $68,581 (£38,040) issued by the Company to CFFI UK, which is unsecured, non-interest bearing and has no fixed terms of repayment (note 6(i)).

(iv) On December 11, 2024, the Company terminated its participation agreements with an immediate family member of the ultimate majority shareholder and companies controlled by this individual, resulting in a gain on termination of $6,036.

10. CAPITAL STOCK

Authorized:
An unlimited number of Class A common shares without nominal or par value
1,000 Class C preference shares without nominal or par value

	December 31 2024	December 31 2023
Issued and fully paid:		
100 Class A common shares	$ 45,378	$ 45,378
1,000 Class C preferred shares (i)	1,186	1,186
	$ 46,564	$ 46,564

(i) Class C preferred shares are non-voting, redeemable on the distribution of assets of the Company, on any liquidation or dissolution of the Company, and are entitled to dividends equal to 2.07% interest in the fair market value of BIOX USA Limited, when declared. Class C preferred shares do not have preference over senior ranking shares in terms of dividend payment.

CFFI VENTURES INC.

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11. RELATED PARTY TRANSACTIONS

	December 31 2024	December 31 2023
Income charged to related parties:		
Interest charged to controlled subsidiaries:		
Horizon Maritime Offshore A/S (note 2(e)(vi))	$ 52,934	$ 40,612
BIOX Holdings LLC	1,948	1,899
Cormorant Utility Services Limited	902	2,100
BIOX USA Limited	694	598
Horizon Maritime Services Limited (note 2(e)(vi))	153	487
CFFI USA Holdings Limited	92	91
	56,723	45,787
Interest charged to investees subject to significant influence:		
CFFI Technology Development Inc.	1,534	1,503
HealthHub Holdings Inc.	151	137
Valent Low-Carbon Technologies Inc.	98	200
	1,783	1,840
Aviation recovery (note 17):		
Aviation recovery charged to controlled subsidiaries	1,053	1,136
Aviation recovery charged to ultimate majority shareholder	298	1,972
Aviation recovery charged to investees subject to significant influence	173	772
Aviation recovery charged to jointly controlled enterprises	-	19
	1,524	3,899
Guarantee and management fees charged:		
Guarantee fees charged to controlled subsidiaries	423	496
Management fees charged to controlled subsidiaries	99	108
Guarantee fees charged to investees subject to significant influence	8	100
	530	704
Administration recovery:		
Administration recovery charged to controlled subsidiaries	37	-
Administration recovery charged to jointly controlled enterprises	27	-
Administrative recovery charged to investees subject to significant influence	17	273
	81	273

CFFI VENTURES INC.

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For the year ended December 31, 2024

11. RELATED PARTY TRANSACTIONS (continued)

	December 31 2024	December 31 2023
Expenses incurred from related parties:		
Interest incurred from Lobster Point Holdings Limited, a corporation controlling the Company	$ 280	$ -
Interest incurred on note due to CFFI Telecommunications Holdings Limited, a controlled subsidiary	44	44
Administrative expenses incurred from Rifflin' Hitch Lodge Limited Partnership, a controlled subsidiary	-	313

Transactions with related parties are recorded at the exchange amount as agreed between the parties. Please refer to note 2(e) for further description of the Company's relationship with related parties listed above.

12. INCOME TAXES

Unrecognized deductible temporary differences
The Company has deductible temporary differences for which no deferred tax asset is recognized on the non-consolidated balance sheet.

	December 31 2024	December 31 2023 (note 18)
Non-capital losses, capital losses and restricted interest and financing expenses	$ 584,094	$ 556,516
Investments and long-term advances	343,960	306,083
Long-term debt	334,638	115,356
Equipment	473	-
	$ 1,263,165	$ 977,955

Changes to capital and non-capital loss pools are reflected in the Company's records when they have been assessed by the Canada Revenue Agency (the "CRA").

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13. COMMITMENTS

(a) License and lease agreements

The Company is committed directly to various license and lease agreements as of December 31, 2024 requiring approximate minimum annual payments in each of the next five years as follows:

2025	$	15
2026		13
2027		-
2028		-
2029		-

(b) Committed capital

(i) The Company has committed $50,000 USD to Northern Private Capital Fund I LP. At December 31, 2024, $3,260 USD of this commitment remains uncalled.

(ii) The Company has committed to making a capital injection of $3,000 in Cormorant. The commitment was provided by the Company under Cormorant's loan agreement with SFPC Quantum LP ("SFPC"). This equity injection is due on the earlier of January 2, 2025, and the date upon which a sale, transfer, or other disposition of World Energy, LLC equity interests is completed by the Company. No equity injection has been made by the Company to date. Subsequent to year end, an amending agreement was signed by Cormorant and the Company, which moved the equity injection date. The amendment is further described in note 20(iii).

(c) The Company has guaranteed the indebtedness of the following related entities:

(i) Joint and several guarantees of the Company and the ultimate majority shareholder to Bank of Montreal for the obligations of Lobster Point Holdings Limited in the amount of $16,250.

(ii) Joint and several guarantees of the Company to Hydro One Networks Inc. for Cormorant and its subsidiaries' performance obligations in accordance with certain procurement and construction contracts, including the Lambton TS x Chatham Services and MacKenzie TS (Greenfield) project.

(iii) Joint and several guarantees of the Company to PCL Solar Constructors Canada Inc. for the performance obligations of Eptcon Ltd. in accordance with construction contracts for the Nova Scotia battery storage project.

(iv) Joint and several guarantee in the favour of the holders of Class A preferred shares of Tracking Ventures Limited, equal to a 2.07% tracking interest in BIOX USA Limited.

(v) Guarantees in the favour of Canada's Ocean Supercluster for the obligation of Horizon Maritime Services Ltd in the amount of $500.

(vi) Guarantees of the Company to the Minister of Natural Resources for the obligations of Horizon Maritime Services Ltd in the amount of $2,198.

(vii) Guarantee of the Company to the Minister of Natural Resources for the obligations of Forge Hydrocarbons Corporation & Forge Sombra Corporations in the amount of $799.

CFFI VENTURES INC.

Notes to Non-Consolidated Financial Statements (unaudited)
(amounts expressed in thousands of Canadian dollars unless otherwise noted)

For the year ended December 31, 2024

13. COMMITMENTS (continued)

(viii) Joint and several guarantees of the Company to SFPC Quantum LP for the obligations of Cormorant in the amount of $39,756.

(ix) Guarantee of the Company to Jona Capital Inc., V160CT54 Limited, 12266563 Canada Inc., Kensington Private Equity Fund, and Tersus Technologies Inc. in the amount of $9,628.

14. FINANCIAL RISKS AND CONCENTRATION OF CREDIT RISK

(a) Currency risk

The Company is exposed to financial risks resulting from exchange rate fluctuations and the volatility of these rates. The Company manages its currency risk by monitoring foreign exchange rates and its obligations due in foreign currencies. The Company does not currently enter forward contracts to mitigate this risk. During 2024, foreign exchange rates have been subject to increased volatility compared to previous years and foreign denominated balances have increased. The Company continues to manage its exposure to foreign currency fluctuations in the same manner.

In February 2025, the United States announced tariffs on goods imported from Canada, including industry specific tariffs (e.g. tariffs on steel and aluminum). In response, Canada introduced counter-tariffs on U.S. goods entering Canada. After a delay, these tariffs became effective in early March 2025, followed by other amendments and proposed changes.

The Company has material financial instruments denominated in USD and certain of its investees have sales to or purchases from the United States. As a result, the Company's gains and losses on its financial instruments and investments, in future periods, could be impacted by these tariffs, including any related impacts on foreign exchange rates. Management cannot reasonably estimate the potential impact of these tariffs at this time.

(b) Liquidity risk

Liquidity risk is the risk that the Company will be unable to fulfill its obligations on a timely basis or at a reasonable cost. The Company manages its liquidity risk by monitoring its operating requirements. The Company prepares budgets to ensure it has sufficient funds to fulfill its obligations. The Company communicates with lenders regularly and keeps lenders apprised of expected cash flows and expenditures through weekly and monthly reporting. The Company is exposed to this risk mainly in respect of its long-term debt and due to related parties. Liquidity risk has increased in the current year due to the continued growth of long-term debt balances compared to the Company's asset base (note 1). The Company manages liquidity through negotiating debt terms with lenders and refinancing where necessary.

(c) Credit risk

Credit risk refers to the risk that a counterparty may default on its contractual obligations resulting in a financial loss. Three counterparties represent 83% (2023 – 72%) of long-term advances as at December 31, 2024. There has been no significant change in risk from 2023.

(d) Interest rate risk

The Company manages its interest rate risk by monitoring interest rates. The Company's exposure to cash flow and interest expense risk is not significant, as there are not material financial instruments bearing interest at variable market rates. There has been a change in exposure based on the change in market rates expected. Furthermore, the Company is exposed to fair value risk with respect to long-term advances and long-term debts that have fixed interest rates.

CFFI VENTURES INC.

Notes to Non-Consolidated Financial Statements (unaudited)
(amounts expressed in thousands of Canadian dollars unless otherwise noted)

For the year ended December 31, 2024

15. SUPPLEMENTARY CASH FLOW

	2024	2023
Details of operating activities		
Losses associated with long-term advances:		
Loss on forgiveness of long-term advances (note 4)	$ 11,592	$ -
Impairment (recovery) loss on long-term advances (note 4)	(1,009)	26,053
	$ 10,583	$ 26,053
Gains associated with liabilities:		
Unrealized gain on expiry of option contract (note 8(iii))	$ (2,000)	$ -
Gain on termination of participation agreements (note 9(iv))	(6,036)	-
	$ (8,036)	$ -
Net (gain) loss associated with investments:		
Impairment loss on investments in jointly controlled enterprises (note 5)	$ 40,312	$ 1,091
Impairment loss on other investments measured at cost (note 5)	5,379	-
Unrealized gain on investments in publicly traded entities (note 5)	(6,297)	(15,299)
Gain on disposal of investments in publicly traded enterprises (note 5(vi))	(11,874)	(572)
Impairment reversal (loss) on investments in controlled subsidiaries (note 5)	(39,684)	22,177
Impairment loss on investments subject to significant influence (note 5)	-	9,395
Loss on disposal of other investments measured at cost (note 5(vi))	-	2,563
	$ (12,164)	$ 19,355
Details of financing activities		
Repayment of long-term debt:		
Repayment of premiums associated with long-term debt	$ (1,772)	$ -
Repayment of long-term debt	(3,169)	(59,719)
	$ (4,941)	(59,719)
Details of investing activities		
Purchase of investments (note 5):	$	
Purchase of other investments measured at cost	(63)	$ (195)
Purchase of investments in jointly controlled enterprises	(1,281)	(3,804)
Purchase of investments subject to significant influence	(1,750)	-
Purchase of investments in publicly traded entities	-	(6,435)
	$ (3,094)	$ (10,434)
Proceeds on disposal of investments:		
Proceeds on disposal of publicly traded entities (note 5(vi))	$ 6,161	$ 3,192
Proceeds on disposal of investments subject to significant influence (note 3(i))	-	2,103
	$ 6,161	$ 5,295

CFFI VENTURES INC.

Notes to Non-Consolidated Financial Statements (unaudited)
(amounts expressed in thousands of Canadian dollars unless otherwise noted)

For the year ended December 31, 2024

16. CONTINGENT LIABILITIES

(i) In 2022, the Company was assessed by the CRA for interest and penalties of $2,916 on a past tax liability of an amalgamated subsidiary. The Company has appealed the decision of the CRA and the outcome of the appeal cannot be determined at the balance sheet date. As at December 31, 2024, the Company has not yet made any payments to the CRA for the amounts assessed. Further interest and penalties of $673 has accrued on CRA's balance as of December 31, 2024 (2023 - $340).

(ii) On February 1, 2023, the CRA assessed Clearwater Fine Foods Inc ("CFFI"), an amalgamated predecessor company of CFFI Ventures Inc., additional income tax of $159,800, along with additional interest and penalties of $77,900 as of that date. The Company filed a Notice of Objection ("NOO") on May 1, 2023. Further interest of $45,551 has accrued on CRA's balance as of December 31, 2024 (2023 - $19,925). The Company's estimate as of the balance sheet date is that the most likely outcome is the NOO will successfully result in a further re-assessment of $nil additional taxes, interest and penalties ultimately owing for those taxation years of CFFI. Therefore, no contingent liability has been accrued with respect to this matter as the Company does not consider additional payments to CRA to be likely as of the balance sheet date. The objection process remains ongoing, the Company has not made any payments to the CRA for these re-assessments, and the Company maintains that it expects a favourable outcome from the NOO as of the date of finalizing these non-consolidated financial statements.

(iii) On November 30, 2023, the Company was re-assessed by the CRA for income taxes, interest and penalties of $24,285 relating to a past income tax filing of an amalgamated subsidiary. On January 26, 2024, the Company was re-assessed by the CRA for additional income taxes, interest and penalties of $6,488 relating to past income tax filings of the same subsidiary. Interest and penalties of $803 accrued on the CRA balance during the year (2023 - $121). The Company filed a NOO on February 23, 2024, with respect to the 2016 taxation year, and a separate NOO on October 28, 2024, with respect to the 2017 to 2019 taxation years. During the year, the CRA applied a credit of $9,961 against the balance owing, consisting of a dividend refund and refund interest, net of taxes, resulting in income taxes, interest and penalties of $21,736 owing as at December 31, 2024. The objection process remains ongoing. The Company has not made any payments to the CRA for these re-assessments, and the Company maintains that it expects a favourable outcome from the NOO's as of the date of finalizing these non-consolidated financial statements.

17. DISCONTINUED AIRCRAFT OPERATIONS

(a) Description of discontinued operations

During the year, the Company sold its two remaining aircraft and aircraft-related equipment in an effort to reduce costs. The Company began the process of winding down its aviation division during the current year. It was determined by the Company that the aviation division disposed of during the year represents a separate major line of business and the operating results from the aviation division have been classified as a discontinued operation in the current year.

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17. DISCONTINUED AIRCRAFT OPERATIONS (continued)

(b) Results of discontinued operations

	December 31 2024	December 31 2023
Revenue		
Gain on disposal of aircraft and equipment	$ 7,886	$ 6,175
Cost recovery (note 11)	2,212	3,684
	10,098	9,859
Expenses		
Amortization	1,129	1,797
Interest on long-term debt	1,022	1,853
Other expenses	5,199	7,550
	7,350	11,200
Net earnings (loss) from discontinued aircraft operations	$ 2,748	$ (1,341)

(c) Aircraft and equipment disposed of in the year

2024	Opening	Additions	Disposals(i)(ii)	Closing
Cost:				
Aircraft	$ 56,073	$ 166	$ (56,239)	$ -
Aviation equipment	189	-	(189)	-
	$ 56,262	$ 166	$ (56,428)	$ -

2024	Opening	Amortization	Disposals(i)(ii)	Closing
Accumulated amortization:				
Aircraft	$ 34,568	$ 1,121	$ (35,689)	$ -
Aviation equipment	102	8	(110)	-
	34,670	1,129	(35,799)	-
Carrying value	$ 21,592			$ -

(i) On September 18, 2024, the Company sold its Cessna aircraft for proceeds of $2,713 ($2,100 USD) and recorded a gain on sale of $2,147.

(ii) On October 29, 2024, the Company sold its Global 5000 aircraft as well as equipment for proceeds of $25,802 ($18,491 USD) and recognized a gain on sale of $5,739. The proceeds from the aircraft sale were used to repay $25,047 ($18,000 USD) on the Company's loan balance with LBC Capital Inc.

CFFI VENTURES INC.

Notes to Non-Consolidated Financial Statements (unaudited)
(amounts expressed in thousands of Canadian dollars unless otherwise noted)

For the year ended December 31, 2024

17. DISCONTINUED AIRCRAFT OPERATIONS (continued)

(d) Aircraft debt repaid during the year (note 17(c)(ii))

	December 31 2024	December 31 2023
Due to LBC Capital Inc. (2024 - $0 USD; 2023 – $19,202 USD)	$ -	$ 25,397
Less: current portion of long-term debt	-	2,081
	-	23,316

(e) Cash flows of discontinued operations

	2024	2023
Details of operating activities		
Net earnings (loss) from discontinued aircraft operations	$ 2,748	$ (1,341)
Adjustments for non-cash items:		
Amortization	1,129	1,797
Gain on disposal of aircraft	(7,886)	(6,175)
	$ (4,009)	$ (5,719)
Details of financing activities		
Repayment of long-term debt	$ (25,397)	$ (2,187)
Details of investing activities		
Proceeds on disposal of aircraft and equipment	$ 28,515	$ 18,053
Purchase of aircraft and equipment	(166)	(124)
	$ 28,349	$ 17,929
Change in cash from discontinued aircraft operations	$ (1,057)	$ 10,023

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18. CHANGE IN ACCOUNTING POLICY AND COMPARATIVE FIGURES

(a) Description of accounting policy change

Effective January 1, 2024, the Company 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. The Company previously accounted for these investments using equity method accounting and adjusted investment carrying values for the Company's undiluted share of the net earnings or losses of each investee. The Company 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. The Company has chosen to apply the cost method to investments in controlled subsidiaries and investments subject to significant influence and the change in accounting policy has been applied retrospectively in these financial statements. 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.

(b) Impact of change in accounting policy on comparative figures

	Dec 31, 2023 Pre – Adjustments	Adjustments for policy change	Dec 31, 2023 Post – Adjustments
Non-consolidated balance sheet:			
Current portion of long-term advances	$ 120,302	$ 77,844	$ 198,146
Long-term advances	105,180	37,376	142,556
Investments in controlled subsidiaries	599,373	73,990	673,363
Investments subject to significant influence	18,076	25,227	43,303
Investments in jointly controlled enterprises	58,532	-	58,532
Investments in publicly traded entities	41,147	-	41,147
Other investments measured at cost	5,841	928	6,769
Artwork, antiques and collectibles	29,986	54	30,040
Deficit at beginning of year	442,955	(207,489)	235,466
		7,930	

CFFI VENTURES INC.

Notes to Non-Consolidated Financial Statements (unaudited)
(amounts expressed in thousands of Canadian dollars unless otherwise noted)

For the year ended December 31, 2024

18. CHANGE IN ACCOUNTING POLICY (continued)

(b) Impact of change in accounting policy and comparative figures (continued)

	Dec 31, 2023 Pre – Adjustments	Adjustments for policy change	Dec 31, 2023 Post – Adjustments
Non-consolidated statement of net loss:			
Impairment loss on long-term advances	$ 29,159	$ (3,105)	$ 26,054
Impairment loss on investments in controlled subsidiaries	-	22,177	22,177
Impairment loss on investments subject to significant influence	4,662	4,733	9,395
Administration	6,116	(54)	6,062
Losses of controlled subsidiaries	14,664	(14,664)	-
Losses of investees subject to significant influence	12,614	(12,614)	-
Losses attributable to long-term advances	8,397	(8,397)	-
Gain on repayments received on long-term advance	(3,994)	3,994	-
		(7,930)	

Unrecognized temporary differences disclosed in note 12 have been restated as follows:

	Dec 31, 2023 Pre – Adjustments	Adjustment for policy change	Dec 31, 2023 Post – Adjustments
Investment and long-term advances	$ 590,034	$ (283,951)	$ 306,083
Non-capital losses, capital losses and restricted interest and financing expenses	524,039	32,477	556,516
	$ 1,114,073	(251,474)	$ 862,599

CFFI VENTURES INC.

Notes to Non-Consolidated Financial Statements (unaudited)
(amounts expressed in thousands of Canadian dollars unless otherwise noted)

For the year ended December 31, 2024

19. COMPARATIVE FIGURES

Certain comparative figures have been reclassified to conform to current year presentation.

20. EVENTS AFTER THE BALANCE SHEET DATE

(i) As of the date of finalizing the non-consolidated financial statements, the Company's loan with HPS (note 8) remains past maturity, due on demand, and the Company remains in breach of related covenants. Since December 31, 2024, additional regular PIK interest of $33,282 USD ($47,616 CAD) plus additional default interest and PIK interest of $20,836 USD ($29,809 CAD) has been incurred on the loan with HPS and the outstanding balance of principal plus accrued interest as of the date of finalizing the non-consolidated financial statements is $876,916 USD ($1,254,304 CAD) including default and additional PIK interest. The loan balance excluding default and additional PIK interest is $698,920 USD ($999,945 CAD) at the date of finalizing the non-consolidated financial statements.

(ii) On December 31, 2024, the Company's promissory note payable to Brendan Paddick ("Brendan") (note 8) matured and the maturity date was not extended. As of the date of finalizing the non-consolidated financial statements, the Company's loan with Brendan remains in default, past maturity and due on demand. As a result, an additional 3% in default interest is charged to the Company until the default is remedied. The loan balance is $19,807 and the default has not been cured at the date of finalizing the non-consolidated financial statements. On January 31, 2025, the Company received demand for full repayment of the promissory note payable to Brendan. The Company is in negotiation with the lender at the date of finalizing these non-consolidated financial statements.

(iii) Subsequent to year end, Cormorant amended the terms of its loan agreement with SFPC. As a result of the amendment, the equity injection disclosed in note 13(b)(ii) is due on the earlier of July 1, 2025 and the date upon which any sale, transfer or other disposition of World Energy, LLC equity interests is completed by the Company. No equity injection has been made by the Company to date.

(iv) On March 20, 2025, the Company advanced $2,000 to MARA via a convertible promissory note, bearing interest at 15% per annum, maturing on September 20, 2026, if not converted earlier. The promissory note is convertible into shares of MARA at a price per share of $90.49. On optional conversion the Company receives Class B, series 3 preferred shares. On conversion connected to a qualified financing, the Company receives the same class of shares issued in the financing. The Company was also issued 35,782 warrants to purchase Class D common shares of MARA at an exercise price of $0.01 per share.

(v) In the first quarter of 2025, the Company sold a total of 118,600 shares of MDA Ltd. for proceeds of $3,160. A combined loss on disposal of $342 was recorded on the MDA Ltd. share disposals.

2026 Hfx. No. _____

This is Exhibit "E" referred to in the Affidavit of Brittany Bartlett, sworn to before me on February 14, 2026.

SL

A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
Barrister of the Supreme
of Nova Scotia

Condensed Non-Consolidated Interim Financial Statements of

CFFI Ventures Inc.

For the 9-month period ended September 30, 2025
(unaudited)

CFFI VENTURES INC.

Condensed Non-Consolidated Interim Financial Statements (unaudited)

For the 9-month period ended September 30, 2025

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CFFI VENTURES INC.

Condensed Non-Consolidated Balance Sheet (unaudited)
(In thousands of Canadian dollars)

	September 30 2025	December 31 2024 (note 11)
Assets		
Current		
Cash on hand	$ 730	$ 782
Cash held in escrow (note 3(a))	48,247	1,850
Cash held in short-term investments (note 3(b))	11,839	-
Accounts receivable	1,701	1,920
Current portion of long-term advances (note 4)	257,426	279,758
Cash surrender value of corporate owned life insurance	352	567
Prepaid expenses and deposits	11	74
	320,306	284,951
Long-term advances (note 4)	62,502	119,599
Investments		
Investments in controlled subsidiaries (note 5)	627,749	699,070
Investments subject to significant influence (note 5)	39,863	39,863
Investments in publicly traded entities (note 5)	29,323	73,082
Investments in jointly controlled enterprises (note 5)	20,111	19,501
Other investments measured at cost (note 5)	1,539	1,453
Total investments	718,585	832,969
Beneficial investment (note 6)	67,615	67,615
Artwork, antiques and collectibles	14,000	26,838
Equipment	1	149
	$ 1,183,009	$ 1,332,121
Liabilities and Shareholder's		
Current liabilities		
Accounts payable and accrued liabilities	$ 3,339	$ 3,868
HST payable	8	39
Current portion of long-term debt (note 7)	1,406,150	1,206,596
	1,409,497	1,210,503
Due to related parties (note 8)	634,770	718,746
	2,044,267	1,929,249
Shareholders' deficiency	6,601	-
Contributed surplus	46,564	46,564
Capital stock (note 9)	(914,423)	(643,692)
Deficit	(861,258)	(597,128)
	$ 1,183,009	$ 1,332,121

Going concern (note 1)
Commitments (note 10)
Events after the balance sheet date (note 13)

See accompanying notes to the condensed non-consolidated financial statements.

CFFI VENTURES INC.

Condensed Non-Consolidated Statement of Net Loss (unaudited)
(In thousands of Canadian dollars)

For the 9-month period ended September 30, 2025

	September 30 2025	September 30 2024 (note 11)
Revenue		
Interest income	$ 55,574	$ 42,724
Foreign exchange gain (loss)	48,506	(23,634)
Gain on disposal of investments in publicly traded entities (note 5(ii))	15,538	11,491
Unrealized gain on investments in publicly traded enterprises (note 5)	4,340	8,552
Dividend income	3,801	-
Gain on disposal of investments in controlled subsidiaries (note 5(ii))	2,926	-
Guarantee fees	1,603	316
Income distribution from investments in jointly controlled enterprises	469	7,797
Impairment reversal on investments in jointly controlled enterprises (note 5)	194	-
Impairment reversal (loss) on accounts receivable	78	(539)
Gain on disposal investments subject to significant influence	61	-
Management fees	39	69
Gain on expiry of option liability	-	2,000
	133,129	48,776
Expenses (recovery)		
Interest on long-term debt and due to related parties	$ 239,586	$ 177,205
Impairment loss on long-term advances (note 4)	122,226	21,520
Impairment loss on investments in controlled subsidiaries (note 5)	16,696	849
Impairment loss on artwork, antiques and collectibles	11,670	
Administration	5,248	5,331
Loss on forgiveness of long-term advances	5,700	-
Restructuring costs	2,000	-
Impairment loss on equipment	90	-
Amortization	13	32
Impairment loss on equipment	7	-
Loss (gain) on disposal of artwork, antiques and collectibles	4	(373)
Refinancing (recovery) costs	(35)	62
Unrealized repayment premium on long-term debt	-	5,403
	403,205	210,029
Net loss from continuing operations	(270,076)	(161,253)
Net loss from discontinued aircraft operations, including amortization of $nil (2024 - $1,121) (note 12)	(655)	(2,062)
Net loss	$ (270,731)	$ (163,315)

See accompanying notes to the condensed non-consolidated financial statements.

CFFI VENTURES INC.

Condensed Non-Consolidated Statement of Deficit (unaudited)
(In thousands of Canadian dollars)

For the 9-month period ended September 30, 2025

	September 30 2025	December 31 2024 (note 11)
Deficit at beginning of period	$ (643,692)	$ (383,792)
Net loss	(270,731)	(259,900)
Deficit at end of period	$ (914,423)	$ (643,692)

See accompanying notes to the condensed non-consolidated financial statements.

CFFI VENTURES INC.

Condensed Non-Consolidated Statement of Cash Flows (unaudited)
(In thousands of Canadian dollars)

For the 9-month period ended September 30, 2025

	September 30 2025	September 30 2024 (note 11)
Cash provided by (used in):		
Operating activities		
Net loss from continuing operations	$ (270,076)	$ (161,253)
Adjustments for non-cash items:		
Accrued unpaid interest on long-term debt and related party debt	239,021	173,616
Impairment loss on long-term advances, receivables and investments	138,650	22,908
Impairment loss on artwork, antiques and collectibles	11,670	-
Loss on forgiveness of long-term advances	5,700	-
Impairment loss on equipment	90	-
Amortization	13	32
Loss (gain) on disposal of artwork, antiques, collectibles and equipment	11	(373)
Other non-cash items	(71)	(69)
Income distribution from investments in jointly controlled enterprises	(464)	-
Dividend income	(3,801)	-
Unrealized gain on investments in publicly traded enterprises (note 5)	(4,340)	(8,552)
Gain on disposal of investments	(18,525)	(11,491)
Unrealized foreign exchange gain (loss)	(48,626)	23,540
Accrued interest income	(55,442)	(36,521)
Unrealized repayment premium on long-term debt	-	5,403
Gain on expiry of option liability	-	(2,000)
	(6,190)	5,240
Change in non-cash working capital items	377	(1,196)
	(5,813)	4,044
Financing activities:		
Proceeds from amounts due to related parties	13	2,154
Repayments of amounts due to related parties	(34)	(18,882)
Repayment of long-term debt	-	(39,536)
	(21)	(56,264)
Investing activities:		
Proceeds on disposal of investments	66,628	50,181
Repayments received on long-term advances	1,734	15,366
Proceeds on disposal of artwork	1,155	2,772
Purchase of investments	(423)	(3,020)
Long-term advances paid during the period	(4,421)	(11,542)
Increase in cash held in escrow	(9,989)	-
Increase in cash held in short-term investments	(48,247)	
Purchase of artwork	-	(161)
	6,437	53,596
Change in cash from continuing operations	603	1,376
Change in cash from discontinued aircraft operations (note 12)	(655)	(1,423)
	782	1,885
Cash at beginning of year	730	1,838
Cash at end of period	$	$

See accompanying notes to the condensed non-consolidated financial statements.

1. DESCRIPTION OF THE BUSINESS AND GOING CONCERN

CFFI Ventures Inc. (the "Company") is an investment holding company located in Halifax, NS. The Company holds significant investments in private companies in various industries including, but not limited to biofuels, renewable energy, financial services, investment fund, construction and vessel charter and crewing services. The Company also holds a material investment in a publicly traded space technology company.

During the period ended September 30, 2025, the Company completed a series of dissolutions, wind-ups and amalgamations involving certain subsidiaries. Further details are outlined in note 11 of these condensed non-consolidated financial statements.

Going concern

These condensed non-consolidated financial statements have been prepared in accordance with Canadian Accounting Standards for Private Enterprises ("ASPE") applicable to a going concern, which assumes the Company will continue operating for the foreseeable future and be able to realize its assets and discharge its liabilities and commitments in the normal course of business. In assessing whether the going concern assumption is appropriate, management considers all available information about the future, which is at least, but is not limited to, twelve months from the end of the reporting period.

The Company and certain investees, in which the Company has provided a guarantee, are in breach of their debt covenants as at September 30, 2025 (note 7) and continue to be in default on certain loans as of the date of finalizing the condensed non-consolidated financial statements. Additionally, the Company has incurred a net loss of $270,731 during the 9-month period ended September 30, 2025 and its current liabilities exceed its current assets by $1,089,191 as at September 30, 2025. As a result, there is material uncertainty that may cast significant doubt as to whether the Company will have the ability to continue as a going concern.

The Company is currently working with its senior lender, HPS Investment Partners LLC (HPS), to enter into an Arrangement to refinance its matured, outstanding debt. The Arrangement, as currently contemplated, would result in the majority of the Company's assets being transferred to a newly formed entity which would be controlled by HPS. The details and timing of this Arrangement are in draft form as at the date of these financial statements. Should the Arrangement be finalized, the going concern assumption would not be appropriate.

These condensed non-consolidated financial statements do not reflect adjustments that would be necessary if the going concern assumption was not appropriate. If the going concern basis was not appropriate for these condensed non-consolidated financial statements, then material adjustments would be necessary in the carrying value of assets and liabilities, the reported revenue and expenses, and the balance sheet classifications used.

2. BASIS OF PREPARATION

These condensed non-consolidated interim financial statements are prepared on a non-consolidated basis in accordance with ASPE. These condensed non-consolidated interim financial statements do not include all disclosures required by ASPE for full annual financial statements and accordingly should be read in conjunction with the Company's independently reviewed non-consolidated financial statements as at and for the year ended December 31, 2024.

3. CASH HELD IN ESCROW AND IN SHORT-TERM INVESTMENTS

a) Cash held in escrow is cash held by Alter Domus, in which funds are released to the Company's bank accounts when spending requests are approved by its senior lender, HPS.
b) Cash held in short-term investments is cash held with BMO Nesbitt Burns, outside of the Company's ordinary chequing accounts.

4. LONG-TERM ADVANCES

	Opening Balance	Net advances (repayments)(ii)	Impairment (loss) reversal	Loss on forgiveness	Ending Balance
Advances to related parties with no fixed terms (i)					
FP Resources Holdings LP	$ 28	$ 2	$ -	$ -	$ 30
Lobster Point Holdings Limited	47,255	9,626	(56,881)	-	-
Rifflin' Hitch Lodge Limited Partnership	5,750	419	(529)	(5,640)	-
Due from ultimate majority shareholder	-	(4,902)	4,902	-	-
	$ 53,033	$ 5,145	$ (52,508)	$ (5,640)	$ 30
Advances to related parties with terms as disclosed					
Horizon Maritime Offshore A/S	$ 201,819	$ 41,242	$ (65,004)	$ -	$ 178,057
BIOX Holdings LLC	77,860	1,509	-	-	79,369
CFFI Technology Development Inc.	53,808	(2,747)	-	-	51,061
BIOX USA Limited	4,993	198	-	-	5,191
CFFI USA Holdings Inc.	2,931	73	-	-	3,004
MARA Renewables Corporation	-	2,159	-	-	2,159
CFFI Aviation Inc.	1,648	713	(1,372)	-	989
Valent Low-Carbon Technologies Inc.	-	206	(206)	-	-
Cormorant Utility Services Limited	-	230	(230)	-	-
HealthHub Holdings Inc.	-	123	(123)	-	-
	$ 343,059	$ 43,706	$ (66,935)	$ -	$ 319,830
Advances to unrelated parties					
Other	$ 167	$ 17	$ (116)	$ -	$ 68
T. Haig (vi)	3,019	(352)	(2,667)	-	-
Circadian Positioning Systems Inc.	79	(79)	-	-	-
	$ 3,265	$ (414)	$ (2,783)	$ -	$ 68
	399,357				319,928
Less: current portion	(279,758)				(257,426)
	$ 119,599	$ 48,437	$ (122,226)	$ (5,640)	$ 62,502

(i) Long-term advances are unsecured, non-interest bearing and have no fixed terms of repayment. The Company will not demand repayment in the next fiscal year and therefore these advances have been presented as long-term.

(ii) Net advances (repayments) include interest income earned on advances, changes caused by fluctuations in foreign exchange rates, and conversion of advances to investments, in addition to cash advances and repayments made during the period.

5. INVESTMENTS

	Opening Balance	Net Additions (i)	Market Revalue	Disposals	Impairment	Ending Balance
Investments in controlled subsidiaries						
CFFI Telecommunications Holdings Limited	$ 543,288	$ -	$ -	$ -	$ (16,696)	$ 526,592
BIOX USA Limited	63,316	-	-	-	-	63,316
Northern Star Charters Holdings Incorporated	28,291	-	-	-	-	28,291
CFFI Technology Development Inc. (iv)	5,190	4,360	-	-	-	9,550
CFFI UK Ventures (Barbados) Limited (iii)	58,985	(58,985)	-	-	-	-
	$ 699,070	$ (54,625)	$ -	$ -	$ (16,696)	$ 627,749
Investments in jointly controlled enterprises						
Northern Private Capital Fund I LP	$ 19,001	$ 416	$ -	$ -	$ 194	$ 19,611
OpenScreen Holdings Inc.	500	-	-	-	-	500
	$ 19,501	$ 416	$ -	$ -	$ 194	$ 20,111
Investments subject to significant influence						
Skinfix Inc.	$ 38,113	$ -	$ -	$ -	$ -	$ 38,113
Mara Renewables Corporation	1,750	-	-	-	-	1,750
	$ 39,863	$ -	$ -	$ -	$ -	$ 39,863
Investments in publicly traded entities						
MDA Ltd. (ii) (note 11(b))	$ 73,082	$ -	$ 4,340	$ (48,099)	$ -	$ 29,323
Other investments measured at cost						
DeNova Inc.	$ 750	$ -	$ -	$ -	$ -	$ 750
Graphite Innovation and Technologies Inc.	250	-	-	-	-	250
Circadian Positioning Systems Inc.	141	79	-	-	-	220
Sandpiper Ventures Fund Limited Partnership	212	7	-	-	-	219
Boomerswork Employment Services Inc.	100	-	-	-	-	100
	$ 1,453	$ 86	$ -	$ -	$ -	$ 1,539
Total investments	$ 832,969	$ (54,123)	$ 4,340	$ (48,099)	$ (16,502)	$ 718,585

5. INVESTMENTS (continued)

(i) Net additions consist of investment purchases made during the year, conversions of advances into investments, returns of capital, and other activity that does not fall into the categories listed above.

(ii) During the period, the Company sold investments and the following gain on disposal was recorded in the statement of net loss:

	# of Shares Sold	CAD Proceeds	Gain
Investments in controlled subsidiaries			
Rifflin' Hitch Lodge Limited Partnership and RH Management Services Inc. (a)	5,796 LP units	$ 2,926	$ 2,926
Investments in publicly traded entities			
MDA Ltd.	1,628,830	$ 63,637	$ 15,538
		$ 66,563	$ 18,464

In the prior period, the Company sold and transferred investments and the following gain on disposal was recorded in the statement of net loss:

	# of Shares Sold/Transferred	CAD Proceeds	Gain
Investments in publicly traded entities			
MDA Ltd.	3,358,000	$ 50,181	$ 11,491

(a) On August 22, 2025, the Company sold all the outstanding limited partnership units of Rifflin and outstanding common shares of RH Management Services Inc. owned by the Company for proceeds of $2,926. The Company's investment in Rifflin was fully impaired and had a carrying value of $nil prior to this sale. Therefore, the investment in Rifflin is not reflected in the investment continuity table above.

6. BENEFICIAL INVESTMENT

September 30, 2025	Opening Balance	Net Additions	Ending Balance
Beneficial Investment			
CB Growth Holdings Limited	$ 67,615	$ -	$ 67,615

7. LONG-TERM DEBT

	September 30 2025	December 31 2024
Due to HPS Investment Partners LLC, with a face value of $771,783 USD (2024 - $665,638 USD) and a balance of $991,841 USD (2024 - $822,799 USD) including default interest, bearing interest of 8% per annum payable on the last business day of March, June, September and December plus 5% interest per annum payable in-kind. The Company can elect to either pay quarterly cash interest or the loan bears interest at a rate of 20% per annum for the quarter, payable in-kind. On the occurrence of any event of default, interest on the loan increases 2% per annum, increasing by 0.5% per annum every 6 months thereafter until the default has been cured. The effective rate of interest is 28% as at September 30, 2025 (2024 – 27%). The loan balance is due on demand. The loan is secured by a first charge on certain assets of the Company, including a pledge of capital stock of priority lien on select subsidiaries, subject to certain exceptions and limitations. The Company and its related parties are not permitted to make cash distributions of equity including dividends, share redemptions, and similar payments as specified in the agreement unless permitted by the lender (i).	$ 1,380,742	$ 1,183,925
Demand promissory note payable to B. Paddick bearing interest at 14% + 3% default per annum respectively and payable on demand (ii).	21,265	18,738
Put option liability due to Sumac Corporation Limited on demand and bearing interest at 13% per annum. (2025 - $2,089 USD; 2024 - $1,899 USD).	2,909	2,733
Due to a third-party individual bearing interest at 1% per calendar quarter, and no set maturity date.	1,234	1,200
	1,406,150	1,206,596
Less: current portion of long-term debt	1,406,150	1,206,596
	$ -	$ -

7. LONG-TERM DEBT

(i) The loan with HPS includes a call option agreement that grants the holders of the loan an irrevocable option to acquire 20% of the Company's interest in ClearBank Limited, CTDI, BIOX USA Limited, BIOX Holdings, LLC, HMOAS and HMS. and 30% of the Company's interest in Northern Private Capital Fund 1 LP (the "Option Entities") upon the payout of the loan with HPS or a liquidity event at one of the Option Entities provided that either the Company or HPS can elect to settle the option right by paying the cash value thereof to HPS instead of HPS acquiring the interest in the Option Entities previously specified in this paragraph.

The interest due under the loan and any proceeds from the exercise of the call options provide for the holders to obtain a minimum return at the greater of an internal rate of return of 16% or 1.5 times return on cash. The maximum return payable to the holders is an internal rate of return of 24%. For the purposes of these financial statements, the Company has made the assumption that the minimum and maximum return payable to the holder is inclusive of any default interest and associated additional paid in-kind ("PIK") interest incurred by the Company.

Since 2019, the Company has elected, under the terms of the lending agreement, to add interest to the principal balance of the loan as PIK interest. Per the terms of the agreement, this resulted in an interest rate of 20%, before consideration of default interest, being charged on the loan balance for all quarters.

On October 23, 2022, the loan with HPS matured and remains past maturity at the balance sheet date. The loan continues to bear PIK interest at the rates described in this note.

On September 30, 2025, the Company was not in compliance with certain loan covenants contained in the loan agreement with HPS and has not been in compliance with those covenants since June 30, 2019. As a result, the Company has accrued default and additional PIK interest of $87,799 ($62,897 USD) in the current period (2024 - $91,905 ($66,515 USD)) with cumulative additional default and PIK interest of $306,343 ($220,068 USD) (2024 - $226,139 ($157,161 USD)) above the face value of the loan having been incurred since the original event of default and included in the long-term debt balance at period-end. The amount of default and additional PIK interest has been estimated based on the first known event of default. Under the terms of the lending agreement, default interest is calculated at the discretion of HPS. The timing of default events and the amounts of additional interest have not been confirmed by HPS and therefore, the ultimate amount of default interest to be paid by the Company may differ from that recorded in these financial statements.

(i) On December 31, 2024, the promissory note payable matured and the maturity date was not extended. The loan remains in default, past maturity and due on demand as of the date of these financial statements. As a result, an additional 3% per annum in default interest is charged to the Company until the default is remedied.

8. DUE TO RELATED PARTIES

	September 30 2025	December 31 2024
Due to related parties		
Notes payable to CFFI Telecommunications Holdings Ltd. Cumulative USD advances at the period ended September 30, 2025 were $354,113 USD (2024 – $354,096 USD) and cumulative CAD advances were $12,784 (2024 – $12,775) and are repayable on demand. Of the cumulative advance balances, $12,557 and $22,874 USD, bear interest at 0.1% per annum.	$ 505,745	$ 522,283
Note payable to Northern Star Charters Holdings Incorporated	96,806	96,807
Due to CFFI Telecommunications Holdings Ltd.	20,848	21,005
Due to CVI Holdings Inc.	3,318	3,318
Notes payable to FPR Financial Corporation. Cumulative USD advances at the period ended September 30, 2025 were $2,086 USD (2024 - $1,913 USD) and are repayable on demand. Of the cumulative advance balances, $2,040 USD bears interest at 10% per annum.	2,904	2,753
Due to ultimate majority shareholder	2,589	-
Due to FP Resources USA Incorporated. Cumulative USD advances at the period ended September 30, 2025 were $1,351 USD (2024 - $1,345 USD).	1,819	1,935
Due to an immediate family member of the ultimate majority shareholder (2025 - $532 USD; 2024 - $532 USD).	741	766
Due to CFFI UK Ventures (Barbados) Limited. Cumulative USD advances at the period ended September 30, 2025 were $nil USD (2024 - $262 USD) and demand promissory note of £nil (2024 – £38,039 GBP).	-	69,880
	$ 634,770	$ 718,746

The related parties have waived their right to demand payment within the next fiscal year and therefore the balances have been reported as a long-term obligation. Balances are non-interest bearing with no set terms of repayment, unless otherwise noted.

9. CAPITAL STOCK

Authorized:
An unlimited number of Class A common shares without nominal or par value
1,000 Class C preference shares without nominal or par value

	September 30 2025	December 31 2024
Issued and fully paid:		
100 Class A common shares	$ 45,378	$ 45,378
1,000 Class C preferred shares (i)	1,186	1,186
	$ 46,564	$ 46,564

(i) Class C preferred shares are non-voting, redeemable on the distribution of assets of the Company, on any liquidation or dissolution of the Company, and are entitled to dividends equal to 2.07% interest in the fair market value of BIOX USA Limited, when declared. Class C preferred shares do not have preference over senior ranking shares in terms of dividend payment.

10. COMMITMENTS

(a) Committed capital

(i) The Company has committed $50,000 USD to Northern Private Capital Fund I LP. At September 30, 2025, $2,993 USD of this commitment remains uncalled.

(ii) The Company has committed to making a capital injection of $3,000 in Cormorant Utility Services Limited ("Cormorant"). The commitment was provided by the Company under Cormorant's loan agreement with SFPC Quantum LP ("SFPC"). This equity injection is due on the earlier of January 2, 2026, and the date upon which a sale, transfer, or other disposition of World Energy, LLC equity interests is completed by the Company.

(b) The Company has guaranteed the indebtedness of the following related entities:

(i) Joint and several guarantees of the Company to Hydro One Networks Inc. for Cormorant and its subsidiaries' performance obligations in accordance with certain procurement and construction contracts.

(ii) Joint and several guarantees of the Company to PCL Solar Constructors Canada Inc. for the performance obligations of Eptcon Ltd. in accordance with certain procurement and construction contracts.

(iii) Joint and several guarantee in the favour of the holders of Class A preferred shares of Tracking Ventures Limited, equal to 2.07% tracking interest in BIOX USA Limited.

(iv) Guarantees in the favour of Canada's Ocean Supercluster for the obligation of Horizon Maritime Services Ltd. in the amount of $500.

10. COMMITMENTS (CONTINUED)

(v) Guarantees of the Company to the Minister of Natural Resources for the obligations of Horizon Maritime Services Ltd. in the amount of $2,198.

(vi) Guarantee of the Company to the Minister of Natural Resources for the obligation of Forge Hydrocarbons Corporation & Forge Sombra Corporation in the amount of $799.

(viii) Joint and several guarantees of the Company to SFPC Quantum LP for the obligations of Cormorant in the amount of $39,756.

(ix) Guarantee of the Company to Jona Capital Inc., V160CT54 Limited, 12266563 Canada Inc., Kensington Private Equity Fund, and Tersus Technologies Inc. in the amount of $9,628.

11. DISSOLUTIONS

As a result of the dissolutions below, the Company has retrospectively presented its non-consolidated financial statements on a combined basis with the dissolved companies listed below.

(a) On July 30, 2025, Horizon Maritime Holdings Ltd. ("HMH"), a wholly owned subsidiary of the Company, was dissolved and all assets were transferred to the Company as the sole shareholder. HMH owned 50% of Horizon Maritime Services Ltd. ("HMS") and 50% of Horizon Maritime Offshore A/S ("HMOAS"). The carrying value of these investments were fully impaired by HMH prior to dissolution. The Company now directly owns its 100% investment in HMS and HMOAS. The prior year comparatives have been restated to reflect the impact of this wind-up.

(b) On August 21, 2025, Northern Private Capital Holdings Limited ("NPC Holdings"), a wholly owned subsidiary of the Company, was dissolved and wound-up into the Company. The only asset held by NPC Holdings prior to dissolution was 1,246,020 shares of MDA Ltd. NPC Holdings' carrying value of the shares of MDA Ltd. at December 31, 2024 was $36,795. The opening retained earnings of NPC Holdings for the year ended December 31, 2024, was $14,352. The net income for the 12 months ended December 31, 2024, was $22,441, relating to the unrealized gain on the shares of MDA Ltd. The prior year comparatives have been restated to reflect the impact of this wind-up.

12. DISCONTINUED AIRCRAFT OPERATIONS

In prior year, the Company sold its two remaining aircraft and aircraft-related equipment. The Company completed the wind down of its aviation division during the current period, a process which began in the prior year. Aircraft operation costs incurred during the current period are primarily salary and benefits continuance payments.
The Company determined that the aviation division disposed of in the prior year represents a separate major line of business and the operating results from the aviation division have been classified as a discontinued operation in the current period as well as the prior period.

13. EVENTS AFTER THE BALANCE SHEET DATE

On October 2, 2025, the Company amalgamated with CTDI, CFFI Telecommunications Holdings Ltd., and Northern Star Charters Holdings Inc. As a result of the amalgamation with CTDI, the Company now directly holds 100% of its interest in MARA.

2026 Hfx. No. _____

This is Exhibit "F" referred to in the Affidavit of Brittany Bartlett, sworn to before me on February 14, 2026.

A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
Barrister of the Supre
of Nova Scotia

SUPPORT AGREEMENT

WHEREAS, this support agreement (the "**Support Agreement**"), dated as of February 13, 2026, sets out the agreement among HPS Investment Partners LLC, solely in its capacity as agent and lead arranger ("**HPS**") under the Second Amended and Restated Note Purchase and Guarantee Agreement, dated April 25, 2019 (as amended, restated, amended and restated or otherwise modified from time to time, the "**NPA**"), MP III Offshore Master Lux, L.P. ("**MPO**"), Mezzanine Partners III, L.P. ("**MP III**"), AP Mezzanine Partners III L.P. ("**AP III**" and, together with MPO and MP III, the "**Lenders**"), CFFI Ventures Inc. ("**CFFI**" or the "**Company**"), the Personal Guarantor (as defined below) and the subsidiaries of CFFI that are party hereto (such subsidiaries, together with CFFI and the Personal Guarantor, the "**Company Parties**"), regarding a series of related transactions involving certain liabilities of the Company Parties (the "**Arrangement Transaction**") to be implemented pursuant to a plan of arrangement under the *Companies Act* (Nova Scotia) (the "**NSCA**") substantially in the form attached as Schedule A (the "**Plan**", and the terms thereof, the "**Arrangement Transaction Terms**") to be filed by CFFI in proceedings commenced under section 130 of the NSCA (the "**NSCA Proceedings**") before the Supreme Court of Nova Scotia in Halifax (the "**Court**").

AND WHEREAS, capitalized terms used but not otherwise defined in the main body of this Support Agreement have the meanings given to them in Schedule B.

NOW THEREFORE, each of HPS, the Lenders (together with HPS, the "**HPS Parties**", and each an "**HPS Party**") and the Company Parties (each a "**Party**" and collectively, the "**Parties**") hereby agree as follows:

1. Arrangement Transaction

The Arrangement Transaction Terms as agreed among the Parties are set forth in this Support Agreement and in the Plan, which Plan is incorporated herein and made a part of this Support Agreement.

2. Representations and Warranties of HPS Parties

Each HPS Party, severally and not jointly, hereby represents and warrants to the Company Parties that, as of the date hereof:

(a) it: (i) is a sophisticated party with sufficient knowledge and experience to evaluate properly the terms and conditions of this Support Agreement; (ii) has conducted its own analysis and made its own decision to enter into this Support Agreement; (iii) has obtained such independent advice in this regard as it deemed appropriate; and (iv) has not relied in such analysis or decision on any Person other than its own independent advisors;

(b) this Support Agreement has been duly authorized, executed and delivered by it, and, assuming the due authorization, execution and delivery by the other Parties, this Support Agreement constitutes a legal, valid and binding obligation of such HPS Party, enforceable against such HPS Party in accordance with its terms,

subject to laws of general application and bankruptcy, insolvency and other similar laws affecting creditors' rights generally and general principles of equity;

(c) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all approvals necessary to execute and deliver this Support Agreement and to perform its obligations hereunder; and

(d) it has not deposited any of the Debt or obligations owing in respect thereof, including accrued and unpaid interest and any other amount that such HPS Party is entitled to claim in respect thereof pursuant to the Debt Documents or otherwise (collectively, its "**Relevant Debt**") into a voting trust, or granted (or permitted to be granted) any proxies or powers of attorney or attorney in fact, or entered into a voting agreement, understanding or arrangement, with respect to the voting of its Relevant Debt where such trust, grant, agreement, understanding, arrangement, lien, charge, encumbrance or similar restriction would reasonably be expected to restrict in any material manner its ability to comply with its obligations under this Support Agreement, including the obligations in Section 4.

3. Representations and Warranties of the Company Parties

Each Company Party (including for the avoidance of doubt, the Personal Guarantor) represents and warrants to the HPS Parties that, as of the date hereof:

(a) it: (i) is a sophisticated Party with sufficient knowledge and experience to evaluate properly the terms and conditions of this Support Agreement; (ii) has conducted its own analysis and made its own decision to enter into this Support Agreement; (iii) has obtained such independent advice in this regard as it deemed appropriate; and (iv) has not relied in such analysis or decision on any Person other than its own independent advisors;

(b) this Support Agreement has been duly authorized, executed and delivered by it, and, assuming the due authorization, execution and delivery by all Parties, this Support Agreement constitutes a legal, valid and binding obligation of it, enforceable in accordance with its terms, subject to laws of general application and bankruptcy, insolvency and other similar laws affecting creditors' rights generally and general principles of equity;

(c) other than the Personal Guarantor, it is, and all of its Material Subsidiaries are, duly organized, validly existing and in good standing under the laws of the jurisdiction of their incorporation and have all necessary approvals, power and authority to execute and deliver this Support Agreement and to perform their obligations hereunder;

(d) the execution and delivery of this Support Agreement by it and the completion by it of the transactions contemplated herein do not and will not in any material respect, (i) violate or conflict with any judgment, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the Company Parties or any of their properties or assets or Material Subsidiaries, as applicable, or (ii) result (with due

notice or the passage of time or both) in a violation, conflict or breach of, or constitute a default under, or require any consent to be obtained under its certificate of incorporation, articles of association, memorandum of association or other constating documents, as applicable;

(e) there is no proceeding, claim or investigation pending before any Governmental Entity, or threatened against it or any of its properties that, individually or in the aggregate, could reasonably be expected to constitute a Material Adverse Change affecting its ability to execute and deliver this Support Agreement, to perform its obligations hereunder and to consummate the Arrangement Transaction;

(f) all financial information that has been provided or made available to the HPS Parties by it, or any of its representatives, (i) has been prepared in good faith and (ii) fairly reflects in all material respects as of the dates thereof, its financial condition and the results of its operations;

(g) there has not been any Material Adverse Change since the date of its most recent annual financial statements;

(h) it is conducting its business in substantial compliance with all applicable Laws and has not received any notice to the effect that, or has otherwise been advised that, it is not or may not be in substantial compliance with such Laws;

(i) except as disclosed to HPS in writing prior to the date hereof, it has no material liabilities or obligations of any nature (whether absolute, accrued, contingent or otherwise) that have been incurred, other than in the ordinary course of business consistent with past practice;

(j) except as disclosed to HPS in writing prior to the date hereof, it is not aware of any material litigation or other claims commenced or threatened against it;

(k) it has obtained all material permits, licenses and other authorizations which are required under all environmental Laws and it is in substantial compliance with the terms and conditions of such permits, licenses and authorizations;

(l) it has filed all tax returns which are required to be filed, has paid or made provision for payment of all taxes which are due and payable, other than amounts which are currently under dispute with the applicable taxing authority;

(m) except as disclosed to HPS in writing prior to the date hereof (including but not limited to those employment contracts to which CFFI is a party which contain "change of control" payments disclosed to HPS), there are no "change of control" payments or similar payments or compensation that would be payable to any of its senior officers or to any other director, officer or employee of any of its Material Subsidiaries or affiliates as a result of the implementation of the transactions contemplated by this Support Agreement and the Arrangement Transaction;

(n) to the knowledge of each Company Party (meaning the actual knowledge of any director, officer or other senior management employee of a Company Party) (or, in the case of the Personal Guarantor, to the Personal Guarantor's knowledge): (i) all of the Material Contracts to which it is a party are valid, binding and enforceable in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights of creditors or general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity); and (ii) except as otherwise contemplated by this Support Agreement and the Arrangement Transaction contemplated hereby, there is no existing (or threatened in writing) breach or default with respect to, nor has any event or circumstance occurred which, but for the passage of time or the giving of notice, or both, would constitute a breach or default by it under, any of the Material Contracts to which it is a party; and

(o) to the knowledge of each Company Party (meaning the actual knowledge of any director, officer or other senior management employee of a Company Party) (or, in the case of the Personal Guarantor, to the Personal Guarantor's knowledge) who have been working directly on the Arrangement Transaction, no representation or warranty of such Company Party contained in this Support Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make, either individually or taken together, the statements contained herein not misleading.

4. Covenants and Agreements of the HPS Parties

Subject to, and in consideration of, the matters set forth in Section 5 below, each HPS Party hereby acknowledges, covenants and agrees:

(a) to the Arrangement Transaction Terms and the implementation of same pursuant to the NSCA Proceedings in part and in accordance with the timeline set forth in Section 5(f) hereof (as the same may be amended pursuant to the terms of this Support Agreement);

(b) not to, directly or indirectly, from the date hereof to the date this Support Agreement is terminated:

(i) sell, assign, lend, pledge, hypothecate, dispose or otherwise transfer any of its Relevant Debt or any rights or interests therein (or permit any of the foregoing with respect to any of its Relevant Debt) or enter into any agreement, arrangement or understanding in connection therewith except with the prior written consent of CFFI, acting reasonably, provided that such HPS Party may transfer some or all of its Relevant Debt (x) to any affiliate of such HPS Party without the prior written consent of CFFI or (y) to a transferee that has executed a joinder agreement in form and substance satisfactory to CFFI, acting reasonably, whereby such transferee is bound by the terms of this Support Agreement in respect of such transferred Relevant Debt and in which event the transferor shall be deemed

to relinquish its rights (and be released from its obligations) under this Support Agreement in respect of such Relevant Debt; or

(ii) deposit any of its Relevant Debt into a voting trust, or grant (or permit to be granted) any proxies or powers of attorney or attorney in fact, or enter into a voting agreement, understanding or arrangement, with respect to the voting of its Relevant Debt where such trust, grant, agreement, understanding, arrangement, lien, charge, encumbrance or similar restriction would reasonably be expected to restrict in any material manner the ability of such HPS Party to comply with its obligations under this Support Agreement;

(c) not to take any action, or omit to take any action, that is materially inconsistent with its obligations under this Support Agreement or that would, in each case, materially frustrate, hinder or delay the consummation of the Arrangement Transaction and the Plan;

(d) other than with respect to the Alternative Implementation Process described in Section 7 of this Support Agreement, not to propose, file, solicit, vote for or otherwise support any alternative offer, restructuring, liquidation, workout or plan of compromise or arrangement or reorganization of or for the Company Parties, including any proceeding under the NSCA, other legislation or otherwise, that is inconsistent with the Arrangement Transaction and the Plan, except with the prior written consent of CFFI, acting reasonably; and

(e) to vote (or cause to be voted) all of its Relevant Debt, as applicable:

(i) in favour of the approval, consent, ratification and adoption of the Plan (and any actions required in furtherance thereof) in accordance with the terms of this Support Agreement; and

(ii) against the approval, consent, ratification and adoption of any matter or transaction that, if approved, consented to, ratified or adopted could reasonably be expected, in each case, to materially delay, challenge, frustrate or hinder the consummation of the Arrangement Transaction or the Plan, as applicable,

and that it shall tender its proxy for any such vote in compliance with any deadlines set forth in the Interim Order.

5. Covenants and Agreements of the Company Parties

Subject to, and in consideration of, the matters set forth in Section 4 above, each Company Party hereby acknowledges, covenants and agrees, subject to Section 10 hereof:

(a) to the Arrangement Transaction Terms;

(b) to pursue the completion of the Arrangement Transaction in a diligent manner and within the timeline set forth herein, and not to take any action, or omit to take any action, that is inconsistent with its obligations under this Support Agreement or that would frustrate, hinder or delay the consummation of the Arrangement Transaction and the Plan, in each case subject to Section 10 hereof;

(c) to ensure that the Arrangement Transaction, the Plan and any transaction pursuant to an Alternative Implementation Process are, in each case, structured in a manner acceptable to the HPS Parties, including with respect to taxation considerations;

(d) not to propose, file, solicit or otherwise support any alternative offer, restructuring, liquidation, workout or plan of compromise or arrangement or reorganization of or for the Company Parties or any of their Material Subsidiaries, as applicable, including any proceeding under the NSCA, other legislation or otherwise, that is inconsistent with the Arrangement Transaction and the Plan, except with the prior written consent of the HPS Parties, in their sole discretion, the foregoing in its entirety subject to Section 10 hereof;

(e) in the case of CFFI, to file the Plan on a timely basis consistent with the terms and conditions of this Support Agreement;

(f) 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 Transaction (including, without limitation, with respect to antitrust, competition, foreign investment, if applicable, and any other applicable Laws and regulations) and to achieve the following timeline (which timeline may be extended at any time by HPS, in its sole discretion):

(i) Court approval of the Interim Order, in the form attached as Schedule C hereto, or as otherwise in form and content satisfactory to the HPS Parties, in their sole discretion, shall have been obtained by no later than February 17, 2026;

(ii) the Company shall have received a fairness opinion from Ernst & Young LLP in respect of the Plan, by no later than March 6, 2026;

(iii) the Plan shall have been approved by the requisite majority of votes cast at the Secured Creditors Meeting and the Unsecured Creditors Meeting, as required pursuant to the Interim Order, or the Court shall approve the Plan, notwithstanding whether or not such approvals have been obtained, by no later than April 17, 2026, provided that such approval by the Court does not result in a change to the economics of the Plan or the consideration payable to the HPS Parties pursuant to the Plan;

(iv) the Plan shall have been 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

(v) the Arrangement Transaction shall have been implemented pursuant to the Plan and the Final Order by no later than the Outside Date;

(g) to provide draft copies or cause the applicable Company Party, as applicable, to provide draft copies of all motions or applications and other documents with respect to the Arrangement Transaction and the Plan (including without limitation any such motions or applications and other documents that CFFI intends to file with the Court in connection with the NSCA Proceedings or any Alternative Implementation Process) to HPS at least five (5) Business Days prior to the date when CFFI intends to file or otherwise disseminate such documents, and all such motions or applications or other documents (including, without limitation, the Interim Order and the Final Order) shall be acceptable in form and content to the HPS Parties, in their sole discretion. Any amendments that are required by the Court to any document relating to the Arrangement Transaction (including the Plan) or any materials in an Alternative Implementation Process must be in a form and content acceptable to the HPS Parties, in their sole discretion, and, for the avoidance of doubt, there shall be no amendments to the terms of the Interim Order, the Final Order, the Plan or any other document relating to the Arrangement Transaction or an Alternative Implementation Process without the prior written consent of the HPS Parties, in their sole discretion;

(h) to promptly notify HPS and the Advisors if, at any time before the Effective Time (as defined herein) of implementation of the Plan or the Arrangement Transaction, it becomes aware that an application for a regulatory approval or any other order, registration, consent, filing, ruling, exemption or approval under applicable laws contains a statement which is materially inaccurate or incomplete or of information that otherwise requires an amendment or supplement to such application, and the applicable Company Party shall co-operate in the preparation of such amendment or supplement as required;

(i) to indemnify and hold harmless each HPS Party and its subsidiaries and affiliates, and their respective officers, directors, employees, advisors, legal counsel (including, without limitation, the Advisors), and agents (each an "**Indemnified Party**") from and against any and all liabilities to or claims (other than liabilities or claims attributable to any of such Persons' gross negligence or willful misconduct as determined by the final, non-appealable judgment of a court of competent jurisdiction) arising on or prior to the earlier of (i) the Effective Date and (ii) the date on which this Support Agreement is terminated, provided and to the extent that such claims arise directly or indirectly in connection with the Plan, the Arrangement Transaction and any proceedings commenced with respect to the Plan and the Arrangement Transaction, and any other claim, litigation, investigation, actions or matters related directly or indirectly to the Plan or the Arrangement Transaction, regardless of whether any Indemnified Party is a party thereto and whether or not the transactions contemplated hereby are consummated, and to reimburse each Indemnified Party promptly upon demand for all documented legal and other expenses reasonably incurred by it in connection with investigating, preparing to defend or defending, or providing evidence in or preparing to serve or serving as a

witness with respect to, any lawsuit, investigation, claim or other proceeding relating to any of the foregoing (including, without limitation, in connection with the enforcement of the indemnification obligations set forth herein), provided in each case such HPS Party is in material compliance with all of its commitments and obligations under or in respect of this Support Agreement;

(j) to not terminate or materially amend or alter in any manner any Material Contract, or take any action that would give rise to a right to terminate or materially amend or alter in any manner any Material Contract, without the prior written consent of HPS, in its sole discretion;

(k) to continue, and cause its Material Subsidiaries to continue, as applicable, to conduct their business in the ordinary course and in a manner consistent with past practice, except as contemplated hereby, and to not enter, and cause its Material Subsidiaries to not enter, as applicable, into any Material Contracts except with the prior written consent of HPS, in its sole discretion;

(l) to operate its business in the ordinary course of business, having regard to its current financial condition and to not enter into any Material Contract, except with the prior written consent of HPS, in its sole discretion;

(m) to use commercially reasonable efforts to ensure that all consents and approvals necessary for the implementation of the Arrangement Transaction or any transaction contemplated in an Alternative Implementation Process (including, without limitation, regulatory, court and other approvals) shall have been obtained to the satisfaction of the HPS Parties, in their sole discretion, and that all necessary filings and notifications and similar actions shall have been taken to the satisfaction of the HPS Parties, in their sole discretion, prior to the Effective Date;

(n) to provide HPS with access and information as it may request in connection with the subject matter of this Support Agreement, and such cooperation as may be requested by HPS in connection with any and all tax planning, regulatory requirements and other activities which HPS may undertake in connection with the Arrangement Transaction, the NPA and other matters relating to this Support Agreement;

(o) to at all times promptly notify and inform the HPS Parties of any material developments in or in relation to the NSCA Proceedings or otherwise of relevance to the Arrangement Transaction, the Plan, the NSCA Proceedings, any Alternative Implementation Process or this Support Agreement, including, without limitation, in relation to the obtaining of, or the prospects for the obtaining of, necessary votes and approvals, the satisfaction of conditions to this Support Agreement, and Material Adverse Changes in the condition or prospects of CFFI or any of its Material Subsidiaries; and

(p) to promptly pay as and when incurred and billed all of the reasonable and documented (without detailed descriptions of services) costs and expenses of the

Advisors in relation to this Support Agreement, the Arrangement Transaction, the Plan, the NSCA Proceedings and all matters reasonably related to the foregoing.

For greater certainty, wherever in this Section 5 it is the covenant and obligation of a Company Party to ensure anything: (i) such covenant and obligation shall be absolute and shall not be qualified by any standard of effort, capacity or capability on the part of such Company Party; and (ii) satisfaction of Section 8(d) hereof shall occur only if the subject matter of all such covenants and obligations occurs or exists as contemplated in this Section 5, where applicable.

6. Negotiation of Documents

(a) The Parties shall cooperate with each other and shall coordinate their activities in respect of (i) the timely satisfaction of conditions with respect to the effectiveness of the Arrangement Transaction and the Plan, (ii) all matters concerning the implementation of the Arrangement Transaction and the Plan or any Alternative Implementation Process and (iii) the pursuit and support of the Arrangement Transaction and the Plan or any Alternative Implementation Process. Furthermore, subject to the terms hereof, each of the Parties shall take such actions as may be reasonably necessary to carry out the purposes and intent of this Support Agreement, including making and filing any required regulatory filings.

(b) Each Party hereby covenants and agrees (i) to cooperate and negotiate in good faith, and consistent with this Support Agreement, the definitive documents implementing, achieving and relating to the Arrangement Transaction and the Plan, all ancillary documents relating thereto and any orders of the Court relating thereto and (ii) to the extent it is a party thereto, to execute, deliver and perform its obligations under such documents.

7. Alternative Implementation Process

(a) In the event that it is determined by the HPS Parties, in their sole discretion, that the Arrangement Transaction shall not be implemented pursuant to the Plan in the NSCA Proceedings for any reason, then the Parties will consider and negotiate in good faith and, if practicable, consummate the Arrangement Transaction by way of an alternative implementation method or proceeding (an "**Alternative Implementation Process**"), including an arrangement pursuant to paragraph 42 of the form of Interim Order attached hereto as Schedule C.

(b) In the event that it is determined that an Alternative Implementation Process shall be pursued in accordance with Section 7(a) hereof, CFFI (on behalf of all the Company Parties) and its advisors, and the HPS Parties and their advisors (including, without limitation, the Advisors), shall work in good faith in respect of all matters necessary to structure and implement the Alternative Implementation Process.

(c) Without limitation to the foregoing, the detailed terms and definitive documentation with respect to any Alternative Implementation Process and any

transaction proposed thereunder shall be in form and substance satisfactory to the HPS Parties, in their sole discretion, and shall provide for, among other things: (i) completion and effectiveness by no later than the Outside Date; and (ii) compliance by the Company Parties with the covenants and obligations in this Support Agreement, and with the conditions to the HPS Parties' obligations in Section 8 hereof, in the same manner as for the Plan and the NSCA Proceedings.

8. Conditions to Parties' Support Obligations

Notwithstanding anything to the contrary contained in this Support Agreement and without limiting any other rights of the Company Parties or HPS Parties hereunder, the HPS Parties' obligations hereunder (or in respect of any Alternative Implementation Process), and the obligations of the Company Parties to pursue the Arrangement Transaction and, as applicable, to file the relevant materials with respect to the Arrangement Transaction pursuant to Section 5 hereof, shall be subject to the satisfaction of the following conditions, each of which may be waived, in whole or in part, by the HPS Parties, in their sole discretion; provided that such conditions shall not be enforceable by an HPS Party if any failure to satisfy such conditions results from an action, error or omission by or within the control of such HPS Party:

(a) all material transaction and other documents relating to the Arrangement Transaction and the Plan or any Alternative Implementation Process (including, without limitation, information circulars, notices, the plan of arrangement, court filings, public announcements and court orders) shall be in form and substance acceptable to the HPS Parties, in their sole discretion;

(b) all orders made and judgments rendered by any competent court of law and all rulings and decrees of any competent regulatory body, agent or official in respect of the NSCA Proceedings and the Arrangement Transaction or any Alternative Implementation Process shall be in form and substance acceptable to the HPS Parties, in their sole discretion;

(c) the Interim Order and the Final Order and all other materials filed by or on behalf of CFFI in the NSCA Proceedings or any Alternative Implementation Process shall have been filed (and, if applicable, issued) in form and substance acceptable to the HPS Parties, in their sole discretion;

(d) the Company Parties and the HPS Parties shall have complied in all material respects with each covenant and obligation in this Support Agreement;

(e) each Company Party shall have continued, and shall have caused its Material Subsidiaries, as applicable, to have continued, to conduct its business in the ordinary course and in a manner consistent with past practice, except as contemplated hereby, and no Company Party shall enter into, and no Company Party shall have caused its Material Subsidiaries, as applicable, to have entered into, any new Material Contracts except with the prior written consent of HPS, in its sole discretion;

(f) the Company Parties shall have certified, in form and substance satisfactory to HPS, in its sole discretion, that all of its representations and warranties in this Support Agreement are true and accurate on the Effective Date;

(g) there shall not exist or have occurred any Material Adverse Change from and after the date of this Support Agreement; and

(h) there shall not be in effect any preliminary or final decision, order or decree by a Governmental Entity, no application (other than a frivolous or vexatious application by a Person other than a Governmental Entity) 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 Transaction or any transaction proposed in an Alternative Implementation Process that restrains, impedes or prohibits (or if granted could reasonably be expected to restrain, impede or inhibit) the Arrangement Transaction or any transaction proposed in an Alternative Implementation Process or any material part thereof or requires or purports to require a material variation of the Arrangement Transaction or any transaction proposed in an Alternative Implementation Process.

9. Conditions to the Transaction

(a) The Arrangement Transaction shall be subject to the satisfaction of the following conditions prior to or at the time the Arrangement Transaction is implemented (the "**Effective Time**") each of which is for the mutual benefit of the Company Parties, on the one hand, and HPS, on the other hand, and may, be waived in whole or in part jointly by CFFI (on behalf of all of the Company Parties) and HPS (provided that such conditions shall not be enforceable by the Company Parties or HPS, as the case may be, if any failure to satisfy such conditions results from an action, error or omission by or within the control of the Party seeking enforcement):

(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) the Plan shall have been approved by the Court in accordance with the NSCA;

(iii) the Plan and all transaction documents relating to the Arrangement Transaction and the Plan shall be in form and substance satisfactory to the HPS Parties, in their sole discretion;

(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 in writing;

(v) all filings that are required under applicable Laws in connection with the Arrangement Transaction shall have been made and any material regulatory

consents or approvals that are required in connection with the Arrangement Transaction 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) there shall not be in effect any preliminary or final decision, order or decree by a Governmental Entity, 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 Transaction or the Plan that restrains, impedes or prohibits (or if granted would reasonably be expected to restrain, impede or prohibit), the Arrangement Transaction or the Plan or any material part thereof or requires or purports to require a material variation of the Arrangement Transaction Terms; and

(vii) the Effective Date shall have occurred no later than the Outside Date (which may be extended at any time by HPS, in its sole discretion);

(b) The obligations of the HPS Parties to complete the Arrangement Transaction and the other transactions contemplated hereby are subject to the satisfaction of the following conditions prior to or on the Effective Date, each of which is for the benefit of the HPS Parties, and may be waived, in whole or in part, by the HPS Parties (provided that such conditions shall not be enforceable by the HPS Parties if any failure to satisfy such conditions results from an action, error or omission by or within the control of the HPS Parties):

(i) the Company Parties shall have complied in all material respects with each covenant and obligation in this Support Agreement that is to be performed by them on or before the Effective Date (including achieving the milestones set out in Section 5(f) and Section 9(a));

(ii) the representations and warranties of the Company Parties set forth in this Support Agreement shall be true and correct in all material respects as of the Effective Date with the same force and effect as if made at and as of such date, except (i) that representations and warranties that are given as of a specified date shall be true and correct in all material respects as of such date and (ii) as such representations and warranties may be affected by the occurrence of events or transactions contemplated and permitted by this Support Agreement;

(iii) the Plan and all material transaction documents relating to the Arrangement Transaction and the Plan shall be in form and substance satisfactory to the HPS Parties, in their sole discretion;

(iv) the Plan shall have been approved pursuant to the Final Order by no later than April 30, 2026 (which may be extended at any time by the HPS Parties, in their sole discretion) and the Final Order (A) shall have been entered by

the Court and (B) shall have become a final order, the implementation, operation or effect of which shall not have been stayed, varied in a manner not acceptable to the HPS Parties, in their sole discretion, vacated or subject to pending appeal and as to which order any appeal periods relating thereto shall have expired;

(v) all orders made and judgments rendered by any competent court of law, and all rulings and decrees of any competent regulatory body, agent or official in relation to the NSCA Proceedings shall be satisfactory to the HPS Parties, in their sole discretion;

(vi) all actions taken by any Company Party in furtherance of the Arrangement Transaction and the Plan shall be consistent in all material respects with the Plan and this Support Agreement;

(vii) there shall not exist or have occurred any Material Adverse Change; and

(viii) the reasonable and documented costs and expenses of the Advisors shall been paid in accordance with Section 5(p).

10. Superior Transaction

(a) Except as otherwise expressly provided in this Section 10 or with the prior written consent of the HPS Parties, in their sole discretion, the Company Parties shall not, and shall not cause or allow any Material Subsidiaries, agents or representatives to, directly or indirectly, commence, consummate an agreement to commence, make, seek, solicit, assist, initiate, encourage, facilitate, propose, file, support, or initiate any discussions or negotiations regarding any alternative offer, restructuring, sale of assets, merger, workout, plan of arrangement or plan of reorganization other than the Plan.

(b) Notwithstanding Section 10(a) or any other provision of this Support Agreement, to the extent that CFFI receives a bona fide unsolicited written proposal, it is permitted to negotiate and enter into a transaction (a "**Superior Transaction**") in respect of any such proposal, if following receipt of legal and financial advice, and having regard to the extent of support by the HPS Parties that may exist for any such transaction and the requisite approvals by the HPS Parties, if any, that would be required to implement such transaction, the CFFI Board determines that such proposal would reasonably be expected to result in a transaction more favourable to CFFI and the HPS Parties than the Arrangement Transaction. Each Company Party shall, as soon as practicable, and in any event, within 24 hours, notify HPS in writing if it receives or otherwise becomes aware of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to a Superior Transaction, of such alternative inquiry, proposal or offer, including the identity of the Person making such inquiry, proposal or offer and the material terms and conditions thereof and copies of all material or substantive documents received in respect of, from or on behalf of any such Person. The Company Parties shall keep

HPS promptly and fully informed of the status of developments and discussions and negotiations with respect to such inquiry or offer, including any material changes, modifications or other amendments thereto. Notwithstanding the foregoing, no Company Party may announce its intention to pursue a Superior Transaction or enter into any written agreement to pursue a Superior Transaction without, in each case and as applicable, first providing ten (10) Business Days' advance written notice to HPS.

11. Termination

(a) This Support Agreement may be terminated by the HPS Parties, in their sole discretion, by providing written notice to the Company Parties in accordance with Section 15(l) hereof:

(i) if CFFI fails to meet any of the milestones set forth in Section 5(f) hereof within the times set forth therein (as such times may be extended in accordance with Section 5(f) hereof);

(ii) if any Company Party determines or announces its intention to pursue a Superior Transaction or enters into a written agreement to pursue a Superior Transaction;

(iii) upon the occurrence of a material breach of this Support Agreement by any Company Party that, if capable of being cured, is not cured within two (2) Business Days after receipt of written notice of such failure or default, and provided that, for greater certainty, no cure period shall apply with respect to any termination pursuant to Section 11(a)(ii) hereof;

(iv) upon the breach of any representation, warranty or acknowledgement of any Company Party made in this Support Agreement that could reasonably be expected to have a material adverse impact on the Arrangement Transaction or the consummation of the Plan or any transaction proposed under an Alternative Implementation Process, respectively, or the HPS Parties' interests in the Arrangement Transaction or the Plan or any transaction proposed under an Alternative Implementation Process, respectively, and that (if susceptible to cure) remains uncured within two (2) Business Days after the receipt by such Company Party of written notice of such breach;

(v) upon the issuance of any preliminary or final decision, order or decree by a Governmental Entity, the making of an application to any Governmental Entity, or the commencement of an action or investigation by any Governmental Entity, in consequence of or in connection with the Arrangement Transaction or the Plan or a transaction proposed under an Alternative Implementation Process, as applicable, which materially restrains, impedes or prohibits the Arrangement Transaction or the Plan or a transaction proposed under an Alternative Implementation Process, as applicable;

(vi) if the NSCA Proceedings or Alternative Implementation Process, as applicable, are dismissed or discontinued, or if CFFI or any of its Material Subsidiaries (including any Company Party) initiates or takes the benefit of any insolvency or creditor protection laws without the written prior consent of the HPS Parties, in their sole discretion, or if a receiver, interim receiver, receiver and manager, trustee in bankruptcy, liquidator or administrator is appointed with respect to CFFI or any of its Material Subsidiaries (including any Company Party), unless such appointment is made with the prior written consent the HPS Parties, in their sole discretion;

(vii) the occurrence of a Material Adverse Change from and after the date of this Support Agreement; or

(viii) if the Arrangement Transaction has not been completed and the Plan has not been implemented, or any transaction proposed by an Alternative Implementation Process has not been completed, by the Outside Date;

in each case unless the event giving rise to the termination right is waived or cured in accordance with the terms hereof, or unless the event giving rise to the termination right is caused by an HPS Party.

(b) This Support Agreement may be terminated by CFFI (on behalf of all the Company Parties), by providing written notice to HPS in accordance with Section 15(l) hereof, provided that no Company Party is in default hereunder, if the CFFI Board decides to proceed with a Superior Transaction as permitted under, and in accordance with, Section 10 hereof.

(c) This Support Agreement may be terminated at any time by mutual written consent of CFFI (on behalf of all Company Parties) and the HPS Parties.

(d) This Support Agreement shall terminate automatically on the Effective Date upon implementation of the Plan or upon implementation of any transaction proposed under an Alternative Implementation Process; provided, however, that the rights, agreements, commitments and obligations under Section 11(d)-(f), 14 and 15 of this Support Agreement shall survive the termination of this Support Agreement and the occurrence of the Effective Date.

(e) This Support Agreement, upon its termination, shall be of no further force and effect and each Party hereto shall be automatically and simultaneously released from its commitments, undertakings, and agreements under or related to this Support Agreement.

(f) Each Party shall be responsible and shall remain liable for any breach of this Support Agreement by such Party occurring prior to the termination of this Support Agreement.

12. Further Assurances

Each Party shall (and, in the case of the Company Parties, shall cause their Material Subsidiaries, as applicable, to) deliver to the other Parties such further information and documents and execute and deliver to the other Parties such further instruments and agreements as another Party shall reasonably request to consummate or confirm the Arrangement Transaction that is the subject of this Support Agreement, to accomplish the purpose of this Support Agreement or to assure to the other Party the benefits of this Support Agreement, including the consummation of the Arrangement Transaction or any proposed transaction under an Alternative Implementation Process.

13. Releases

The Parties agree that the Plan and the Final Order shall provide for customary releases in favour of CFFI and the HPS Parties and each of the foregoing Parties' respective principals, members, managed accounts or funds, fund advisors, current and former directors and officers, employees, financial and other advisors (including, without limitation, the Advisors), legal counsel and agents, each in their capacity as such. Without limiting the foregoing, the Parties agree that the Plan shall provide that any and all rights, whether direct or indirect, and whether or not exercised, of any of the HPS Parties in respect of any and all and any part of Capital Stock of CFFI, including for greater certainty the power of attorney, the pledge and any other rights of any of the HPS Parties to directly or indirectly hold, acquire, vote, control the voting rights or the direction, management and policies of CFFI, shall be revoked and terminated with no further force or effect upon implementation of the Arrangement Transaction, all in accordance with and subject to the provisions of the Plan.

14. Public Announcements

All public announcements made by any Company Party in respect of the Arrangement Transaction or any transaction proposed under an Alternative Implementation Process shall be in form and substance acceptable to HPS, in its sole discretion.

15. Miscellaneous

(a) The headings in this Support Agreement are for reference only and shall not affect the meaning or interpretation of this Support Agreement.

(b) Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders.

(c) This Support Agreement (including the Plan and any schedules attached thereto and to this Support Agreement) constitutes the entire agreement and supersedes all prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter hereof; provided, however, that this Support Agreement does not alter or supersede any confidentiality or non-disclosure agreement between any Company Party and any HPS Party and/or their respective advisors.

(d) This Support Agreement may be modified, amended or supplemented as to any matter in writing (which may include e-mail) by CFFI (on behalf of all Company Parties) and HPS (on behalf of the HPS Parties).

(e) Any Person signing this Support Agreement in a representative capacity (i) represents and warrants that he/she is authorized to sign this Support Agreement on behalf of the Party he/she represents and that his/her signature upon this Support Agreement will bind the represented Party to the terms hereof, and (ii) acknowledges that the other Parties hereto have relied upon such representation and warranty.

(f) Subject to the consent rights set forth in this Support Agreement, any provision of this Support Agreement may be waived if, and only if, such waiver is in writing (which may include e-mail) by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise.

(g) Any date, time or period referred to in this Support Agreement shall be of the essence, except to the extent to which CFFI and HPS agree, subject to the consent rights set forth in this Support Agreement, in writing (which may include e-mail) to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

(h) This Support Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein (excluding any conflict of laws rule or principle which might refer such construction to the laws of another jurisdiction) and all actions or proceedings arising out of or relating to this Support Agreement shall be heard and determined exclusively in the courts of the Province of Nova Scotia. Each Party irrevocably and unconditionally agrees to the jurisdiction of any court of competent jurisdiction in the Province of Nova Scotia, agrees that all claims in such action or proceeding may be heard and determined in any such court, and agrees not to bring any action or proceeding arising out of or relating to this Support Agreement in any other court. Each Party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other Party thereto.

(i) It is understood and agreed by the Parties that money damages would not be a sufficient remedy for any breach of this Support Agreement and each non-breaching Party shall be entitled, in addition to any other remedy that may be available under applicable Law, to specific performance and injunctive or other equitable relief as a remedy of any such breach, including an order by a court of competent jurisdiction requiring any Party to comply promptly with any of such obligations.

(j) Unless expressly stated otherwise herein, this Support Agreement is intended to solely bind and inure to the benefit of the Parties and their respective successors, permitted assigns, heirs, executors, administrators and representatives. No other Person or entity shall be a third-party beneficiary hereof and no Party shall contend otherwise in any representation or filing to any court of competent jurisdiction.

(k) Except as is otherwise contemplated herein, no Party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Support Agreement, without the prior written consent of the other Parties hereto.

(l) All notices, requests, consents and other communications hereunder to any Party shall be deemed to be sufficient if contained in a written instrument delivered in person or sent by internationally recognized overnight courier or e-mail. All notices required or permitted hereunder shall be deemed effectively given: (i) upon personal delivery to the Party to be notified; (ii) when sent by e-mail if sent during normal business hours of the recipient, if not, then on the next Business Day of the recipient; or (iii) one (1) Business Day after deposit with an internationally recognized overnight courier, specifying next-day delivery, with written verification of receipt. All deliveries required or permitted hereunder shall be deemed effectively made: (A) upon personal delivery to the Party receiving the delivery; (B) one (1) Business Day after deposit with an internationally recognized overnight courier, specifying next-day delivery, with written verification of receipt; or (C) upon receipt of delivery in accordance with instructions given by the Party receiving the delivery. Any Party may change the address to which notice should be given to such Party by providing written notice to the other Parties hereto of such change. The address and e-mail for each of the Parties shall be as follows:

(i) If to the Company Parties at:

CFFI Ventures Inc.
1-741 Bedford Highway
Bedford, Nova Scotia
B4A 3Z7

Attention: Nanci Rorabeck
E-mail: nrorabeck@cffi.com

with a required copy (which shall not be deemed notice) to:

McInnes Cooper
1969 Upper Water Street, Suite 1300
McInnes Cooper Tower – Purdy's Wharf
Halifax, Nova Scotia
B3J 3RJ

Attention: Ben Pryde & Stephen Kingston

E-mail: ben.pryde@mcinnescooper.com;
stephen.kingston@mcinnescooper.com

(ii) If to the HPS Parties at:

HPS Investment Partners LLC
40 West 57th Street
33rd Floor
New York, New York 10019

Attention: Jeffrey Fitts, Shant Babikian & Mayu Sris
E-mail: jeffrey.fitts@hpspartners.com
shant.babikian@hpspartners.com
mayu.sris@hpspartners.com

With a required copy (which shall not be deemed notice to):

Cox & Palmer
Nova Centre, South Tower, Suite 1500 – 1625 Grafton Street
Halifax, NS
B3J 0E8

Attention: Gavin MacDonald
Email: gmacdonald@coxandpalmer.com

(m) Any capitalized terms used but not defined herein shall have the meanings given to them in the Plan.

(n) If any term, provision, covenant or restriction of this Support Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions, including terms, covenants and restrictions, of this Support Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated and the Parties shall negotiate in good faith to modify this Support Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner so that the transactions contemplated herein are consummated as originally contemplated to the greatest extent possible.

(o) Nothing herein shall be deemed an admission of any kind by any of the HPS Parties.

(p) This Support Agreement may be executed by electronic means and in one or more counterparts, all of which shall be considered one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the undersigned Company Parties has caused this Support Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date first written above.

CFFI VENTURES INC.

Name: Stan Spavold
Title: President

CVI HOLDINGS (2020) INC.

Name: Stan Spavold
Title: Director

CFFI UK VENTURES (BARBADOS) LTD.

Name: Andrew Thornhill
Title: Director

BIOX USA LIMITED

Name: Stan Spavold
Title: Director

[COMPANY PARTY SIGNATURE PAGES]

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IN WITNESS WHEREOF, each of the undersigned Company Parties has caused this Support Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date first written above.

CFFI VENTURES INC.

DocuSigned by:
Stan Spavold
228F9DA0D8D04D7...

Name: Stan Spavold
Title: President

CVI HOLDINGS (2020) INC.

DocuSigned by:
Stan Spavold
228F9DA0D8D04D7...

Name: Stan Spavold
Title: Director

CFFI UK VENTURES (BARBADOS) LTD.

Name: Andrew Thornhill
Title: Director

BIOX USA LIMITED

DocuSigned by:
Stan Spavold
228F9DA0D8D04D7...

Name: Stan Spavold
Title: Director

[COMPANY PARTY SIGNATURE PAGES]

Docusign Envelope ID: 0B32C990-9084-4E4D-854F-ECA858F0AA7F

BIOX HOLDINGS, LLC

DocuSigned by:
Stan Spavold
228F9DA0D8D04D7...

Name: Stan Spavold
Title: President

FP ACQUISITION HOLDINGS LLC

DocuSigned by:
Stan Spavold
228F9DA0D8D04D7...

Name: Stan Spavold
Title: President

FP ACQUISITION HOLDINGS LLC, in its capacity as general partner of FP RESOURCES HOLDINGS LP

DocuSigned by:
Stan Spavold
228F9DA0D8D04D7...

Name: Stan Spavold
Title: President

FP RESOURCES USA INC.

DocuSigned by:
Stan Spavold
228F9DA0D8D04D7...

Name: Stan Spavold
Title: President

FPR FINANCIAL CORPORATION

Name: John Risley
Title: Director

[COMPANY PARTY SIGNATURE PAGES]

BIOX HOLDINGS, LLC

Name: Stan Spavold
Title: President

FP ACQUISITION HOLDINGS LLC

Name: Stan Spavold
Title: President

FP ACQUISITION HOLDINGS LLC, in its capacity as general partner of FP RESOURCES HOLDINGS LP

Name: Stan Spavold
Title: President

FP RESOURCES USA INC.

Name: Stan Spavold
Title: President

FPR FINANCIAL CORPORATION

Name: John Risley
Title: Director

IN WITNESS WHEREOF, the undersigned has caused this Support Agreement to be duly executed and delivered as of the date first written above.

JOHN CARTER RISLEY, as Personal Guarantor under the NPA

[COMPANY PARTY SIGNATURE PAGES]

Docusign Envelope ID: 11EF4CC7-6ED6-4AC1-A2A3-4E6A787FE81E

IN WITNESS WHEREOF, HPS Investment Partners LLC has, solely in its capacity as agent and lead arranger under the Second Amended and Restated Note Purchase and Guarantee Agreement, dated April 25, 2019, caused this Support Agreement to be duly executed and delivered by its proper and duly authorized officer as of the date first written above.

HPS INVESTMENT PARTNERS LLC

Signed by:
C2646C709863442

Name:
Title:

MP III OFFSHORE MASTER LUX, L.P.

Signed by:
C2646C709863442

Name:
Title:

MEZZANINE PARTNERS III, L.P.

Signed by:
C2646C709863442

Name:
Title:

AP MEZZANINE PARTNERS III L.P.

Signed by:
C2646C709863442

Name:
Title:

SCHEDULE A

PLAN OF ARRANGEMENT

[Attached]

Hfx No. [●]

PLAN OF ARRANGEMENT UNDER SECTION 130 OF THE NOVA SCOTIA *COMPANIES ACT*, R.S.A. 1989, c. 81, AS AMENDED

February 17, 2026

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PLAN OF ARRANGEMENT
UNDER SECTION 130 OF

THE NOVA SCOTIA *COMPANIES ACT*

ARTICLE 1
INTERPRETATION

1.1 Definitions

"**AcquireCo**" means 4761218 Nova Scotia Limited, a company existing under the laws of the Province of Nova Scotia.

"**Affiliate**" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative thereto.

"**Applicant**" or "**CFFI**" means CFFI Ventures Inc.

"**Arrangement**" means an arrangement under section 130 of the NSCA on the terms and subject to the conditions set out in this Plan, subject to any amendments or variations thereto made in accordance with the Support Agreement and this Plan.

"**Arrangement Filings**" means a certified copy of the Final Order and such other documents as are required by the Registrar in order for the Arrangement to become effective.

"**Arrangement Resolutions**" means, collectively, the Secured Creditors' Arrangement Resolution and the Unsecured Creditors' Arrangement Resolution, in substantially the form attached to the Disclosure Statement, to be considered at the Meetings to, among other things, approve the Arrangement and this Plan.

"**Assumed Contingent Value Rights Obligations**" means all Obligations in respect of the Contingent Value 'A' Rights and Contingent Value 'B' Rights issued in the steps set forth in Sections 2.3(e) and 2.3(f).

"**Assumed Contracts**" means those contracts listed in Schedule A hereto (as such schedule may be amended, revised or modified by AcquireCo up to 5 Business Days prior to the granting of the Final Order).

"**Assumed Contractual Liabilities**" means all liabilities of CFFI under the Assumed Contracts, whether or not such liabilities first arose prior to or following the Effective Time.

"**Assumed Employee Liabilities**" means such liabilities of CFFI to former employees of CFFI as HPS may elect prior to the Effective Time in its sole discretion.

"**Assumed Priority Secured Debt Obligations**" means all Obligations in respect of the Priority Secured Debt that remain outstanding immediately following the step forth in Section 2.3(f).

"**Business Day**" means any day, other than a Saturday or a Sunday or civic holiday, on which commercial banks are generally open for business in Halifax, Nova Scotia.

"**Canadian Securities Commissions**" means, collectively, the applicable securities commissions or regulatory authorities in each of the provinces and territories of Canada.

"**Canadian Securities Laws**" means, collectively, and, as the context may require, the applicable securities laws of each of the provinces and territories of Canada, and the respective regulations and rules made under those securities laws together with all applicable published policy statements, instruments, blanket orders and rulings of the Canadian Securities Commissions and all discretionary orders or rulings, if any, of the Canadian Securities Commissions made in connection with the transactions contemplated by this Agreement together with applicable published policy statements of the Canadian Securities Commissions, as the context may require.

"**Cash Elected Amount**" means, with respect to any Unsecured Creditor that has validly filed a Convenience Class Claim Election by the Election Deadline, the lesser of: (i) $15,000; and (ii) such Unsecured Creditor's Pro Rata Share of the Remaining Convenience Class Funds.

"**CFFI Asset Value**" means the fair market value as of the Effective Date of the CFFI Assets (for certainty, net of any Assumed Contractual Liabilities), in aggregate, as determined by the directors of CFFI.

"**CFFI Assets**" means the Transferred Cash, Transferred Equity Interests, Transferred Receivables, Transferred Tangible Property, CFFI Insurance Policies, Assumed Contracts, and any other assets of CFFI as may be elected in writing by the HPS Parties in their sole discretion prior to the granting of the Final Order.

"**CFFI Entities**" means, collectively, CFFI and the Target Entities.

"**CFFI Insurance Policies**" means such insurance policies of CFFI as AcquireCo may elect up to 5 Business Days prior to the granting of the Final Order.

"**Claims**" means any right or claim of any Person that may be asserted or made in whole or in part against the applicable Persons, or any of them, in any capacity, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any claim made or asserted against the applicable

Persons, or any of them, through any affiliate, subsidiary, associated or related Person, or any right or ability of any Person to advance a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including any class action or proceeding before an administrative or regulatory tribunal), cause or chose in action, whether existing at present or commenced in the future.

"**Contingent Value 'A' Rights**" means the rights granted to holders of Subordinate Secured Debt pursuant to 2.3(e) of this Plan to receive cash payments from the Applicant on the terms and subject to the conditions set forth in the Contingent Value 'A' Rights Certificate to be issued in accordance with the Plan.

"**Contingent Value 'A' Rights Certificate**" means a certificate substantially in the form attached as Exhibit A to this Plan, as amended or supplemented from time to time in accordance with the terms thereof.

"**Contingent Value 'B' Rights**" means the rights granted to Unsecured Creditors pursuant to 2.3(f) of this Plan to receive cash payments from the Applicant on the terms and subject to the conditions set forth in the Contingent Value 'B' Rights Certificate to be issued in accordance with the Plan.

"**Contingent Value 'B' Rights Certificate**" means a certificate substantially in the form attached as Exhibit B to this Plan, as amended or supplemented from time to time in accordance with the terms thereof.

"**Contingent Value Rights Certificates**" means, collectively, the Contingent Value 'A' Rights Certificates and the Contingent Value 'B' Rights Certificates.

"**Convenience Class Claim**" means (a) one or more Unsecured Claims of 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 on the Record Date; and (b) one or more Unsecured Claims of 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 such Unsecured Creditor has validly filed a Convenience Class Claim Election by the Election Deadline.

"**Convenience Class Claim Election**" means the election by an Unsecured Creditor with one or more Unsecured Claims that are in an aggregate amount in excess of $15,000, as reflected in the books and records of CFFI on the Record Date, submitted by no later than the Election Deadline, in the form attached as Exhibit "G" to the Disclosure Statement, to receive only the Cash Elected Amount and pursuant to which such Unsecured Creditor is thereby deemed to have foregone any recovery on its Claims in excess of the Cash Elected Amount, to vote in favour of the Plan in respect of such Claims, and to receive no other entitlements under the Plan.

"**Convenience Class Creditor**" means a Person having a Convenience Class Claim (including, for greater certainty, any Unsecured Creditor that has validly submitted a Convenience Class Claim Election by the Election Deadline).

"**Court**" means the Supreme Court of Nova Scotia in Halifax.

"**Debt**" means the debt outstanding under the Debt Documents.

"**Debt Documents**" means, collectively, the Note Purchase Agreement Debt Documents, the Other Secured Debt Documents and the Unsecured Claim Documents.

"**Debtholder Released Parties**" means, collectively, (i) HPS, (ii) the Secured Creditors, (iii) the Unsecured Creditors, and (iv) for each of the entities named in the foregoing clauses (i) through (iii), each of their respective current and former directors, officers, managers, partners, trustees, employees (including, for the avoidance of doubt, the HPS Appointed Directors), auditors, financial advisors, legal counsel and agents.

"**Debtholders**" means, collectively, the Secured Creditors and the Unsecured Creditors.

"**Disclosure Statement**" means the disclosure statement dated February 18, 2026, including all exhibits and schedules thereto, to be distributed to Debtholders as of the Record Date (as may be amended, revised and/or supplemented in accordance with the terms of the Interim Order).

"**Effective Date**" means the date shown on the confirmation of filing of the Arrangement Filings issued by the Registrar.

"**Effective Time**" means 12:01 a.m. on the Effective Date or such other date or time as the Applicant and the HPS Parties may determine.

"**Election Deadline**" means April 15, 2026.

"**Encumbrance**" means any lien, mortgage, hypothec, pledge, security instrument, prior claim, title charges which are liens, claims against title, conditional or installment sale agreement, restriction on transfer, call option, right of first refusal or first offer, easement, servitude, security interest, charge, right-of-way, encroachment or other encumbrance of any nature, whether voluntarily incurred or arising by operation of Law.

"**Equity Interests**" means, in respect of any Person, equity securities issued by or other ownership interests in that Person, including shares of any corporation, units of or other interests in any limited or general partnership or limited liability company, or other body corporate, any securities or other interests convertible into or exchangeable for any of the foregoing and any rights relating to or arising as a result of such interests, including any nomination or other governance rights, pre-emptive rights, drag along rights, rights of first offer or refusal or put or call rights, whether created by Law, Organizational Documents, Shareholder Agreements or otherwise.

"**Final Order**" means the final order of the Court approving this Plan as contemplated herein, as such order may be amended at any time prior to the Effective Date.

"**Governmental Entity**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

"**HPS**" means HPS Investment Partners LLC, solely in its capacity as agent and lead arranger under the Note Purchase Agreement.

"**HPS Appointed Directors**" means any director of CFFI having been appointed, prior to the Effective Date, by HPS, pursuant to rights provided for under the Note Purchase Agreement Debt Documents.

"**HPS Parties**" means, collectively, HPS and the HPS Secured Creditors.

"**HPS Secured Creditors**" means MP III Offshore Master Lux, L.P., Mezzanine Partners III, L.P., AP Mezzanine Partners III L.P. and any other Person that becomes a "Purchaser" under the Note Purchase Agreement.

"**Impaired HPS Debt**" means an amount owing under the Note Purchase Agreement Debt Documents equal to:

(i) the aggregate amount of all Obligations outstanding under (A) the Note Purchase Agreement Debt Documents and (B) the Other Secured Debt Documents solely to the extent that such Obligations are secured by a Priority Security Interest; less

(ii) the CFFI Asset Value;

provided that, for greater certainty, the Impaired HPS Debt shall first consist of accrued and unpaid interest owing under the Note Purchase Agreement Debt Documents as of the Effective Date and if the amount of the Impaired HPS Debt exceeds the amount of such accrued and unpaid interest, an amount of principal owing under the Note Purchase Agreement Debt Documents equal to such excess shall become Impaired HPS Debt.

"**Interim Order**" means the interim order of the Court, containing declarations and directions with respect to, among other things, the Meetings and the Arrangement issued pursuant to the application of the Applicant, as such order may be amended or supplemented by further order of the Court at any time prior to the Effective Date.

"**Law**" or "**Laws**" means any law, statute, order, decree, consent decree, judgment, rule regulation, ordinance or other pronouncement having the effect of law whether in Canada, the United States or any other country, or any domestic or foreign state, county, province, city or other political subdivision or of any Governmental Entity.

"**Meeting Date**" means April 17, 2026, subject to any postponement or adjournment of that date pursuant to the Interim Order or any other Order.

"**Meetings**" means, collectively, the Secured Creditors Meeting and the Unsecured Creditors Meeting.

"**Metric LP**" means Metric Partners Limited Partnership, a limited partnership existing under the laws of Nova Scotia.

"**Metric LP Interests**" means all of the limited partnership interests that CFFI holds as of the Effective Time in Metric LP.

"**Metric LP Interests Value**" means the fair market value as of the Effective Date of the Metric LP Interests and the Metric Receivables, as determined by the directors of CFFI on or prior to the Effective Date.

"**Metric Receivables**" means, the amounts, if any, owing as of the Effective Time to CFFI from Metric LP.

"**Metric SPVCo**" means CFFI MPLP Holdings Inc., a company existing under the laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**Metric SPVCo Shares**" means 1000 common shares of Metric SPVCo.

"**New Holdco**" means 4782643 Nova Scotia Limited, a company existing under the laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**New Holdco Share Consideration**" means 1000 New Holdco Shares.

"**New Holdco Shares**" means the common shares of New Holdco.

"**Note Purchase Agreement**" means the Second Amended and Restated Note Purchase and Guarantee Agreement dated April 25, 2019 by and among, *inter alia*, HPS, the Secured Creditors and CFFI, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

"**Note Purchase Agreement Debt Documents**" means the Note Purchase Agreement and all related documentation, including, without limitation, all guarantee and security documentation, related to the foregoing.

"**NPC H LP**" means Northern Private Capital Holdings LP, a limited partnership existing under the Laws of Ontario.

"**NPC H LP Interests**" means all of the limited partnership interests that CFFI holds as of the Effective Time in NPC H LP.

"**NPC H LP Interests Value**" means the fair market value as of the Effective Date of the NPC H LP Interests and the NPC H Receivables, as determined by the directors of CFFI on or prior to the Effective Date.

"**NPC H Receivables**" means, the amounts, if any, owing as of the Effective Time to CFFI from NPC H LP.

"**NPC H SPVCo**" means CFFI NPCSP Holdings Inc., a company existing under the Laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**NPC H SPVCo Shares**" means 1000 common shares of NPC H SPVCo.

"**NPC I LP**" means Northern Private Capital Fund I Limited Partnership, a limited partnership existing under the laws of Ontario.

"**NPC I LP Interests**" means all of the limited partnership interests that CFFI holds as of the Effective Time in NPC I LP.

"**NPC I LP Interests Value**" means the fair market value as of the Effective Date of the NPC I LP Interests and the NPC I Receivables, as determined by the directors of CFFI on or prior to the Effective Date.

"**NPC I Receivables**" means, the amounts, if any, owing as of the Effective Time to CFFI from NPC I LP.

"**NPC I SPVCo**" means CFFI NPCLP Holdings Inc., a company existing under the laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**NPC I SPVCo Shares**" means 1000 common shares of NPC I SPVCo.

"**NSCA**" means the *Companies Act* (Nova Scotia), R.S.A. 1989, c. 81.

"**Obligations**" means all liabilities, duties and obligations of CFFI, including, without limitation, principal and interest, any make whole, redemption or similar premiums, reimbursement obligations, fees, penalties, damages, guarantees, indemnities, costs, expenses or otherwise, and any other liabilities, duties or obligations, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, as the context requires, the Secured Creditor Claims or the Unsecured Claims.

"**Order**" means any order of the Court in these proceedings, including, without limitation, the Interim Order and the Final Order.

"**Organizational Documents**" means: (a) in respect of a body corporate, any articles or certificate of incorporation, amalgamation or continuance and by-laws of a body corporate, or equivalent foundational documents, and any Shareholder Agreement related to Equity Interests in the body corporate; (b) in respect of a partnership, any partnership agreement and filings required by applicable Laws to establish the partnership; (c) in respect of a limited partnership, any limited partnership agreement and filings required by applicable Laws to establish the partnership as a limited partnership; (d) in respect of a trust, any trust agreement governing the trust; (e) any similar charter, agreement or document adopted or filed in connection with the creation, formation or initial organization of the Person; and (f) any amendment to or restatement of any of the foregoing.

"**Other Secured Debt Documents**" means, collectively, the Demand Promissory Note issued by CFFI to FPR Financial Corporation dated October 6, 2023, the Guarantee provided by CFFI in favour of SFPC Quantum LP dated May 24, 2022, and, in each case, all related documentation, including, without limitation, all security documentation related to the foregoing.

"**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status.

"**Plan**" means this plan of arrangement proposed under Section 130 of the NSCA, and any amendments or variations made in accordance with the terms of this Plan.

"**Post-Effective Date Reorganization Transaction**" has the meaning ascribed thereto in 2.6.

"**Priority Secured Debt**" means, collectively: (i) all Secured Debt outstanding under the Note Purchase Agreement Debt Documents (excluding the Impaired HPS Debt); and (ii) all Secured Debt outstanding under the Other Secured Debt Documents, solely to the extent that such Secured Debt is secured by a Priority Security Interest.

"**Priority Security Interest**" means a security interest in all or any of the CFFI Assets that ranks in priority to, or *pari passu* with, the security interest granted by the Applicant to secure the Secured Debt outstanding under the Note Purchase Agreement Debt Documents.

"**Pro Rata Share**" means, in respect of each Unsecured Creditor that has validly filed a Convenience Class Claim Election by the Election Deadline, the percentage that such Unsecured Creditor's aggregate Unsecured Claims bears to the aggregate of all Unsecured Claims of Unsecured Creditors that have validly filed a Convenience Class Claim Election by the Election Deadline.

"**Record Date**" means 5:00 pm (Atlantic Time) on February 10, 2026.

"**Registrar**" means the Registrar of Joint Stock Companies for the Province of Nova Scotia.

"**Released Claims**" means, collectively, the matters that are subject to release and discharge pursuant to Article 4.

"**Released Parties**" means, collectively, CFFI and the Debtholder Released Parties, as applicable.

"**Remaining Convenience Class Funds**" means an amount equal to $250,000, less the aggregate value of all Convenience Class Claims that are less than or equal to $15,000.

"**Sandpiper LP**" means Sandpiper Ventures Fund Limited Partnership, a limited partnership existing under the Laws of Nova Scotia.

"**Sandpiper LP Interests**" means all of the limited partnership interests that CFFI holds as of the Effective Time in Sandpiper LP.

"**Sandpiper LP Interests Value**" means the fair market value as of the Effective Date of the Sandpiper LP Interests and the Sandpiper Receivables, as determined by the directors of CFFI on or prior to the Effective Date.

"**Sandpiper Receivables**" means, the amounts, if any, owing as of the Effective Time to CFFI from Sandpiper LP.

"**Sandpiper SPVCo**" means CFFI SPVFLP Holdings Inc., a company existing under the Laws of the Province of Nova Scotia, and a direct, wholly owned subsidiary of CFFI.

"**Sandpiper SPVCo Shares**" means 1000 common shares of Sandpiper SPVCo.

"**Secured Creditor Claims**" means all Obligations in respect of the Note Purchase Agreement Debt Documents (in each case, for the avoidance of doubt, excluding the Impaired HPS Debt) and the Other Secured Debt Documents.

"**Secured Creditors**" means the HPS Secured Creditors, SFPC Quantum LP and FPR Financial Corporation.

"**Secured Creditors' Arrangement Resolution**" means a resolution passed by the Secured Creditors authorizing, adopting and approving, with or without variation, the Arrangement and all transactions contemplated therein.

"**Secured Creditors Meeting**" means, the meeting of the Secured Creditors to be held on the Meeting Date in accordance with the Interim Order to consider and, if determined advisable, pass the Secured Creditors' Arrangement Resolution and to consider such other matters as may properly come before such meeting, and any adjournment(s) or postponement(s) thereof.

"**Secured Debt**" means the debt outstanding under the Note Purchase Agreement Debt Documents (excluding the Impaired HPS Debt) and the Other Secured Debt Documents.

"**Shareholder Agreements**" related to Equity Interests in a Person means any agreements among some or all holders of Equity Interests in the Person (and, if applicable, others) regarding ownership or transfer of the Equity Interests, exercise of any voting or other rights related to the Equity Interests or governance of the Person, including any unanimous or other shareholder agreements, voting agreements, voting trusts, pooling agreements or proxies.

"**Subordinate Secured Debt**" means any Secured Debt that is not a Priority Secured Debt.

"**Support Agreement**" means the support agreement (and all schedules and exhibits thereto) among, *inter alia*, CFFI and HPS dated as of February 13, 2026, as the same may be amended or restated from time to time in accordance with its terms.

"**Target Entities**" means BIOX Holdings LLC, Biox USA Limited, MARA Renewables Corporation, CFFI UK Ventures (Barbados) Limited, CFFI USA Holdings Inc., Cormorant Utility Services Limited, Horizon Maritime Offshore A/S, Horizon Maritime Services Ltd., Northern Private Capital GP 1 Ltd., Northern Private Capital Ltd., NPC I LP, NPC I SPVCo, NPC H SPVCo, NPC H LP, Metric LP, Metric SPVCo, OpenScreen Holdings Inc., Skinfix Inc., Valent Low-Carbon Technologies Inc., World Energy GH2 Inc., Boomerswork.com, DeNova, Enlighten Innovations Inc. and Graphite Innovation and Technologies Inc. and, Sandpiper LP, Sandpiper SPVCo, and any other Persons in which CFFI holds an Equity Interest as may be elected in writing by the HPS Parties in their sole discretion prior to the granting of the Final Order; provided, however, that the HPS Parties may remove any of the foregoing in their sole discretion at any time prior to the Effective Date.

"**Transferred Cash**" means all of the cash and cash equivalents that CFFI holds as of the Effective Time, less the amount of cash required to satisfy payment of the Convenience Class Claims pursuant to Sections 2.3(b) and (c).

"**Transferred Equity Interests**" means all of the Equity Interests that CFFI holds in any of the Target Entities as of immediately prior to the step set forth in Section 2.3(s).

"**Transferred Receivables**" means, if any, the amounts owing as of the Effective Time to CFFI from any other Person.

"**Transferred Tangible Property**" means all tangible personal property owned or held by CFFI as of the Effective Time, including all artwork and other collectible items.

"**Unsecured Claim Documents**" means all documentation evidencing or otherwise related to the Unsecured Claims.

"**Unsecured Claims**" means all Claims against CFFI as of immediately prior to the Effective Time that are not Secured Debt, which, for the avoidance of doubt, includes, and shall be deemed to include, the Impaired HPS Debt.

"**Unsecured Creditors**" means the holders of Unsecured Claims.

"**Unsecured Creditors' Arrangement Resolution**" means a resolution passed by the Unsecured Creditors authorizing, adopting and approving, with or without variation, the Arrangement and all transactions contemplated therein.

"**Unsecured Creditors Meeting**" means, the meeting of the Unsecured Creditors to be held on the Meeting Date in accordance with the Interim Order to consider and, if determined advisable, pass the Unsecured Creditors' Arrangement Resolution and to consider such other matters as may properly come before such meeting, and any adjournment(s) or postponement(s) thereof.

1.2 Articles of Reference

The terms "hereof", "hereunder", "herein" and similar expressions refer to this Plan and not to any particular article, section, subsection, clause or paragraph of this Plan, and include any agreements supplemental thereto. In this Plan, a reference to an article, section, subsection, clause or paragraph shall, unless otherwise stated, refer to an article, section, subsection, clause or paragraph of this Plan.

1.3 Interpretation Not Affected by Headings

The division of this Plan into articles, sections, subsections, clauses and paragraphs and other portions, and the insertion of headings and a table of contents, are for convenience of reference only and shall not affect the construction or interpretation of this Plan.

1.4 Gender and Number

In this Plan where the context requires, words importing the singular shall include the plural and vice versa and words importing the use of any gender shall include all genders.

1.5 Date for any Action

In the event that the date on which any action is required to be taken hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 Time

All times expressed herein are local time in Toronto, Ontario, Canada unless otherwise specified.

1.7 Statutory References

Any reference in this Plan to a statute includes all rules, regulations, published policies and blanket orders made thereunder, and any and all amendments to the foregoing in force from time to time.

1.8 Contractual References

Any reference to a contract means such contract as amended, modified, replaced or supplemented from time to time.

1.9 Successors and Assigns

This Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in this Plan.

1.10 Currency

Unless otherwise stated, all references herein to sums of money, cash or currency are expressed in lawful money of Canada. For the purposes of converting various amounts from Canadian dollars to United States dollars or from United States dollars to Canadian dollars for the purposes of Section 2.3 in this Plan, a Canadian dollar to United States dollar exchange rate shall be selected by CFFI and agreed to by the HPS Parties, each acting reasonably.

1.11 Governing Law

This Plan shall be governed by and construed in accordance with the Laws of Nova Scotia and the federal Laws of Canada applicable therein. All questions as to the interpretation or application of this Plan and all proceedings taken in connection with this Plan shall be subject to the exclusive jurisdiction of the Court.

ARTICLE 2
ARRANGEMENT

2.1 Arrangement Filings and Effective Date.

As soon as practicable after the satisfaction or waiver of the conditions set forth in Article 5 (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction of those conditions as of the Effective Date), unless another time or date is agreed in writing among CFFI and the HPS Parties, the Arrangement Filings shall be filed by the Applicant with the Registrar. The Arrangement Filings shall implement this Plan.

2.2 Binding Effect

On and from the Effective Time, this Plan and the transactions contemplated hereby shall be final and binding upon, and be deemed to have been consented and agreed upon by the CFFI Entities,

HPS, the Secured Creditors, the Unsecured Creditors and any other Person affected by or named in this Plan, including the respective heirs, executors, administrators, directors, officers, legal representatives, successors and assigns of each of the foregoing, without any further act or formality required on the part of any Person and, subject to the implementation and effectiveness of the Plan in accordance with its terms, shall constitute a full, final and absolute settlement of all rights of the beneficial and legal owners of the Secured Debt and Unsecured Claims attaching thereto or arising therefrom and an absolute release and discharge of and from all Obligations of CFFI to the Debtholders, except as expressly provided for in the Plan.

On and from the Effective Time, and, subject to the implementation and effectiveness of the Plan in accordance with its terms, without limiting the foregoing, CFFI, HPS, the Secured Creditors, the Unsecured Creditors and any other Person affected by or named in this Plan will be deemed to have executed and delivered to CFFI and its Affiliates all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan.

2.3 The Arrangement

Commencing at the Effective Time, the following events or transactions will occur, or be deemed to have occurred and be taken and effected, in the following order in five minute increments (unless otherwise indicated) and at the times set out in this Section 2.3 (or in such other manner or order or at such other time or times as the Applicant and the HPS Parties may determine in accordance with the Support Agreement), without any further act or formality required on the part of any Person, except as may be expressly provided herein:

Resignation of HPS Appointed Director

(a) Each HPS Appointed Director shall resign from, and shall be deemed to have immediately resigned from, the board of directors of CFFI and of any applicable Target Entities.

Payment of Convenience Class Claims

(b) Each Unsecured Creditor with Unsecured Claims that are less than or equal to $15,000 in the aggregate shall be deemed to hold a Convenience Class Claim in the aggregate amount of such Unsecured Claims and in exchange for, and in full and final settlement of such Convenience Class Claim, CFFI shall pay a cash distribution equal to the full amount of such Unsecured Claims.

(c) Each Unsecured Creditor with Unsecured Claims in excess of $15,000 in the aggregate who delivers a duly completed and executed Convenience Class Claim Election to CFFI's legal counsel by the Election Deadline, shall be treated for all purposes as a Convenience Class Creditor and hold a Convenience Class Claim. In exchange for, and in full and final settlement of such Convenience Class Claims, CFFI shall pay a cash distribution equal to the Cash Elected Amount and, for greater certainty, such Convenience Class Creditors will be entitled to receive only the Cash Elected Amount and will not be entitled to any further consideration or distributions under the Plan.

(d) All Convenience Class Claims shall, and shall be deemed to be, thereafter irrevocably and finally extinguished and the holders of such Convenience Class Claims shall have no further right, title or interest in and to such Unsecured Claims.

Exchange of Subordinate Secured Debt for Contingent Value 'A' Rights

(e) In exchange for, and in full and final settlement of, the Subordinate Secured Debt, subject to the treatment of fractional interests in accordance with Section 3.1 of this Plan, CFFI shall deliver to each holder of Subordinate Secured Debt, in their capacity as such, one Contingent Value 'A' Right for each $1,000 of Secured Creditor Claims in respect of the Subordinate Secured Debt held by such holder of Subordinate Secured Debt (computed in Canadian dollars) as at the Effective Date. The Subordinate Secured Debt shall, and shall be deemed to be, thereafter irrevocably and finally extinguished and the holders of the Subordinate Secured Debt shall have no further right, title or interest in and to the Subordinate Secured Debt or the Secured Creditor Claims in respect of the Subordinate Secured Debt.

Exchange of Unsecured Claims for Contingent Value 'B' Rights

(f) In exchange for, and in full and final settlement of, any Unsecured Claims remaining following the extinguishment of Convenience Class Claims pursuant to Section 2.3(e) of this Plan, subject to the treatment of fractional interests in accordance with Section 3.1 of this Plan, CFFI shall deliver to each Unsecured Creditor (for the avoidance of doubt, excluding Convenience Class Creditors), in their capacity as such, a Contingent Value 'B' Right for each $1,000 of Unsecured Claims held by such Unsecured Creditor (computed in Canadian dollars) as at the Effective Date. Such Unsecured Claims shall, and shall be deemed to be, thereafter irrevocably and finally extinguished and the Unsecured Creditors shall have no further right, title or interest in and to such Unsecured Claims.

Transfer of NPC I LP Interests and NPC I Receivables

(g) The NPC I LP Interests and NPC I Receivables shall be, and shall be deemed to be, transferred for and acquired by, NPC I SPVCo (free and clear of all Encumbrances of any kind whatsoever) and NPC I SPVCo shall issue and deliver the NPC I SPVCo Shares to CFFI in payment and satisfaction for the NPC I LP Interests and NPC I Receivables, and such NPC I SPVCo Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(h) The amount added to the capital account for the NPC I SPVCo Shares in respect of the share issuance in 2.3(g) shall be equal to the NPC I LP Interests Value.

(i) CFFI shall cease to be a holder of the NPC I LP Interests and the name of CFFI shall be removed from the registers of holders of NPC I LP Interests, and NPC I SPVCo shall become the holder of all issued and outstanding NPC I LP Interests.

Transfer of NPC H LP Interests and NPC H Receivables

(j) The NPC H LP Interests and NPC H Receivables shall be, and shall be deemed to be, transferred for and acquired by, NPC H SPVCo (free and clear of all Encumbrances of any kind whatsoever) and NPC H SPVCo shall issue and deliver the NPC H SPVCo Shares to CFFI in payment and satisfaction for the NPC H LP Interests and NPC H Receivables, and such NPC H SPVCo Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(k) The amount added to the capital account for the NPC H SPVCo Shares in respect of the share issuance in 2.3(j) shall be equal to the NPC H LP Interests Value.

(l) CFFI shall cease to be a holder of the NPC H LP Interests and the name of CFFI shall be removed from the registers of holders of NPC H LP Interests, and NPC H SPVCo shall become the holder of all issued and outstanding NPC H LP Interests.

Transfer of Sandpiper Interests and Sandpiper Receivables

(m) The Sandpiper LP Interests and Sandpiper Receivables shall be, and shall be deemed to be, transferred for and acquired by, Sandpiper SPVCo (free and clear of all Encumbrances of any kind whatsoever) and Sandpiper SPVCo shall issue and deliver the Sandpiper SPVCo Shares to CFFI in payment and satisfaction for the Sandpiper LP Interests and Sandpiper Receivables, and such Sandpiper SPVCo Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(n) The amount added to the capital account for the Sandpiper SPVCo Shares in respect of the share issuance in 2.3(m) shall be equal to the Sandpiper LP Interests Value.

(o) CFFI shall cease to be a holder of the Sandpiper LP Interests and the name of CFFI shall be removed from the registers of holders of Sandpiper LP Interests, and Sandpiper SPVCo shall become the holder of all issued and outstanding Sandpiper LP Interests.

Transfer of Metric LP Interests and Metric Receivables

(p) The Metric LP Interests and Metric Receivables shall be, and shall be deemed to be, transferred for and acquired by, Metric SPVCo (free and clear of all Encumbrances of any kind whatsoever) and Metric SPVCo shall issue and deliver the Metric SPVCo Shares to CFFI in payment and satisfaction for the Metric LP Interests and Metric Receivables, and such Metric SPVCo Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(q) The amount added to the capital account for the Metric SPVCo Shares in respect of the share issuance in 2.3(p) shall be equal to the Metric LP Interests Value.

(r) CFFI shall cease to be a holder of the Metric LP Interests and the name of CFFI shall be removed from the registers of holders of Metric LP Interests, and Metric SPVCo shall become the holder of all issued and outstanding Metric LP Interests.

Asset Conveyance to New Holdco

(s) All CFFI Assets shall be, and shall be deemed to be, transferred to and acquired by New Holdco (free and clear of all Encumbrances of any kind whatsoever) and in payment and satisfaction in full of the purchase price for the CFFI Assets, New Holdco shall assume the Assumed Contractual Liabilities, which shall be assigned, transferred and novated to New Holdco, and issue and deliver to CFFI the New Holdco Share Consideration, and such New Holdco Shares shall be deemed to be duly authorized, validly issued and fully paid and non-assessable.

(t) The amount added to the capital account for the New Holdco Shares in respect of the share issuance in 2.3(s) shall be equal to the CFFI Asset Value.

(u) CFFI shall cease to be a holder of the Transferred Equity Interests and the name of CFFI shall be removed from the registers of holders of Transferred Equity Interests, and New Holdco shall become the holder of all issued and outstanding Transferred Equity Interests.

AcquireCo Acquires New Holdco

(v) Each New Holdco Share that is issued and outstanding immediately following the share issuance in 2.3(s) shall be, and shall be deemed to be, transferred to and acquired by, AcquireCo (free and clear of all Encumbrances of any kind whatsoever) in exchange for the assignment, transfer and novation to AcquireCo of (i) the Assumed Priority Secured Debt Obligations, (ii) the Assumed Contingent Value Rights Obligations, and (iii) the Assumed Employee Liabilities.

(w) The terms and conditions of the Assumed Priority Secured Debt Obligations shall be amended, and deemed to be amended, to the extent necessary to provide that all of the Assumed Priority Secured Debt Obligations (including, for the avoidance of doubt, any accrued and unpaid interest) as of the Effective Date will be treated as the principal amount owing from AcquireCo to the Secured Creditors, along with such other amendments as AcquireCo and the applicable Secured Creditor(s) may agree in writing in their sole discretion, and such Assumed Priority Secured Debt Obligations shall be novated, and deemed to be novated, accordingly.

(x) All rights, whether direct or indirect, and whether or not exercised, of any Secured Creditor pursuant to any Debt Document, in respect of any and all and any part of the Equity Interests of CFFI, including for greater certainty the power of attorney, the pledge and any other rights of HPS and the HPS Secured Creditors to, directly or indirectly, hold, acquire, vote, control the voting rights or the direction, management and policies of CFFI shall immediately be, and be deemed to be, revoked and terminated with no further force or effect, subject to the provisions of this Plan.

(y) CFFI shall cease to be a holder of such New Holdco Shares and the name of CFFI shall be removed from the register of holders of New Holdco Shares, and AcquireCo shall become the holder of all issued and outstanding New Holdco Shares.

Fees and Expenses

(z) CFFI shall pay in full in cash the outstanding reasonable and documented fees and expenses of the advisors to the Applicant and to the HPS Parties pursuant to the terms and conditions of the Support Agreement.

Releases

(aa) The releases referred to in Article 4 shall become effective.

2.4 Subordinate Secured Debt

For the avoidance of doubt, upon the assumption of the Assumed Priority Secured Debt Obligations pursuant to Section 2.3, to the extent that any Secured Creditor Claim is comprised of both Priority Secured Debt and Subordinate Secured Debt, the holder of such Secured Creditor Claims shall hold a limited recourse claim against AcquireCo or its assignee(s), enforceable solely against the CFFI Assets that are the subject of its Priority Security Interest, and shall have no other recourse for such Secured Debt against AcquireCo or its assignee(s) (on a secured or unsecured basis) or any other assets of AcquireCo or its assignee(s).

2.5 Securities Law Matters

The Applicant intends that the issuance and distribution, pursuant to this Plan, of the New Holdco Share Consideration issued upon the completion of 2.3(s) becoming effective and the Contingent Value 'A' Rights and Contingent Value 'B' Rights issued in exchange for the Subordinate Secured Debt and the Unsecured Claims (other than Convenience Class Claims), respectively, shall be exempt from the prospectus requirements of Canadian Securities Laws, to the extent applicable, pursuant to Section 2.11 of National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators.

2.6 Post-Effective Date Matters

From and after the Effective Date, all Persons shall be deemed, without any further act or formality required on the part of such Persons, to have consented and agreed to the future assignment or transfer of all or any part of the CFFI Assets to an Affiliate of AcquireCo provided that the transferor of the CFFI Assets receives consideration having a value at least equal to the value of the transferred CFFI Assets (the "**Post-Effective Date Reorganization Transaction**").

ARTICLE 3
IMPLEMENTATION OF ARRANGEMENT

3.1 Fractional Interests

No fractional NPC I SPVCo Shares, NPC H SPVCo Shares, Sandpiper SPVCo Shares, New Holdco Shares, Contingent Value 'A' Rights or Contingent Value 'B' Rights shall be issued under this Plan, and fractional share interests shall not entitle the owner thereof to vote or to any rights of a holder of NPC I SPVCo Shares, NPC H SPVCo Shares, Sandpiper SPVCo Shares, New Holdco Shares or claims (whether actual or contingent, and whether or not previously asserted) of any Person with respect to fractional NPC I SPVCo Shares, NPC H SPVCo Shares, Sandpiper SPVCo Shares, New Holdco Shares, Contingent Value 'A' Rights or Contingent Value 'B' Rights pursuant to this Plan shall be rounded down to the nearest whole number of NPC I SPVCo Shares,

NPC H SPVCo Shares, Sandpiper SPVCo Shares, New Holdco Shares, Contingent Value 'A' Rights or Contingent Value 'B' Rights, as applicable, without compensation therefor.

3.2 Calculations

All calculations and determinations made by the Applicant for the purposes of this 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.

ARTICLE 4
RELEASES

4.1 Release of Released Parties and Extinguishment of Affected Equity Claims

At the applicable time pursuant to Section 2.3, each of the Released Parties shall be released and discharged from all present and future actions, causes of action, 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 Debt, the Debt Documents, the Support Agreement, this Plan, these proceedings, the transactions contemplated hereunder and any proceedings commenced with respect to or in connection with this Plan and any other actions or matters related directly or indirectly to the foregoing, provided that nothing in this paragraph shall release or discharge (i) any of the Released Parties from or in respect of its obligations under this Plan or the Support Agreement, (ii) AcquireCo or its assignee(s) from or in respect of its obligations pursuant to (A) the Assumed Priority Secured Debt Obligations, (B) the Assumed Contingent Value Rights Obligations under the Contingent Value Rights Certificates, (C) the Assumed Employee Liabilities, (D) the Transferred Receivables and (E) the Assumed Contractual Liabilities or (iii) any Released Party from liabilities or claims attributable to any Released Party's fraud, wilful misconduct, criminal act or criminal omission, as determined by the final, non-appealable judgment of a court of competent jurisdiction.

4.2 Injunctions

All Persons are permanently and forever barred, estopped, stayed and enjoined, on and after the Effective Date, with respect to any and all Released Claims, from (i) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever against the Released Parties, as applicable, or commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever that could result in a claim for contribution of indemnity from a Released Party in respect of any and all Released Claims; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the Released Parties; (iii) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any Encumbrance of any kind against the Released Parties or their property; or (iv) taking any actions to interfere with the implementation or consummation of this Plan; provided, however, that the foregoing shall not apply to the enforcement of any obligations under this Plan.

ARTICLE 5
CONDITIONS PRECEDENT TO PLAN IMPLEMENTATION

5.1 Conditions Precedent to Implementation of this Plan

The implementation of this Plan shall be conditional upon the fulfillment, satisfaction or waiver of the following conditions precedent:

(a) the Court shall have granted the Final Order and the Final Order shall have become a final order, the implementation, operation or effect of which shall not have been stayed, varied in a manner not acceptable to the Applicant, vacated or subject to pending appeal and as to which order any appeal periods relating thereto shall have expired;

(b) no Law shall have been passed and become effective, the effect of which makes the consummation of this Plan illegal or otherwise prohibited; and

(c) all conditions to implementation of this Plan set out in the Support Agreement shall have been satisfied or waived by the applicable parties pursuant to the terms of the Support Agreement.

5.2 Effectiveness

This Plan will become effective in the sequence described in Section 2.3 on the filing of the Arrangement Filings with the Registrar, and shall be binding on and enure to the benefit of the CFFI Entities, the Debtholders, HPS, the Released Parties, the directors and officers of the CFFI Entities and all other Persons named or referred to in, or subject to, this Plan and their respective successors and assigns and their respective heirs, executors, administrators and other legal representatives, successors and assigns. The Arrangement Filings shall be filed with respect to the Arrangement in its entirety. The confirmation of filing of the Arrangement Filings with the Registrar shall be conclusive evidence that the Arrangement has become effective and that each of the provisions in Section 2.3 has become effective in the sequence set forth therein. No portion of this Plan shall take effect with respect to any party or Person until the Effective Time.

ARTICLE 6
MISCELLANEOUS

6.1 Waiver of Defaults

From and after the Effective Time, all Persons shall be deemed to have consented and agreed to all of the provisions of this Plan in its entirety. Without limiting the foregoing, all Persons shall be deemed to have:

(a) waived any and all defaults or events of default, rights or any non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, expressed or implied, in any Organizational Document, Shareholder Agreement, contract, instrument, credit document, lease, licence, guarantee, agreement for sale or other agreement, written or oral, in each case relating to, arising out of, or in connection with, the Debt or the Debt Documents, the Support Agreement, the

Arrangement, this Plan, the transactions contemplated hereunder, any proceedings commenced with respect to or in connection with this Plan and any and all amendments or supplements thereto, and any Post-Effective Date Reorganization Transaction, except as expressly provided for in this Plan. Any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection with any of the foregoing shall be deemed to have been rescinded and of no further force or effect, provided that nothing shall be deemed to excuse the CFFI Entities and their respective successors from performing their obligations under this Plan; and

(b) agreed that, if there is any conflict between the provisions of any agreement or other arrangement, written or oral, existing between such Person and the CFFI Entities and the provisions of this Plan, then the provisions of this Plan take precedence and priority and the provisions of such agreement or other arrangement are deemed to be amended accordingly.

6.2 Amendments to the Plan of Arrangement

Subject to the terms and conditions of the Support Agreement, the Interim Order and the Final Order:

(a) the Applicant, subject to the prior written consent of the HPS Parties, reserves the right to amend, restate, modify and/or supplement this Plan at any time and from time to time, provided that (except as provided in subsection (c) below) any such amendment, restatement, modification or supplement must be contained in a written document that is (i) filed with the Court (either before or as soon as practicable following the Meetings provided that written copies of any such amendments, restatements, modifications or supplements are provided at the Meetings) and, if made following the Meetings, approved by the Court, and (ii) communicated to the Debtholders in the manner required by the Court (if so required);

(b) any amendment, modification or supplement to this Plan may be proposed by the Applicant, subject to the prior written consent of the HPS Parties, at any time prior to or at the Meetings, with or without any prior notice or communication (other than as may be required under the Interim Order), and if so proposed and accepted at the Meetings, subject to the prior written consent of the HPS Parties, shall become part of this Plan for all purposes; and

(c) any amendment, modification or supplement to this Plan may be made following the Meetings by the Applicant, subject to the prior written consent of the HPS Parties, without requiring filing with, or approval of, the Court, provided that it concerns a matter which is of an administrative nature and is required to better give effect to the implementation of this Plan and is not materially adverse to the financial or economic interests of any of the Debtholders.

6.3 Consents, Waivers and Agreements

At the Effective Time, each Debtholder and any other Person affected by this Plan will be deemed to have consented and agreed to all of the provisions of this Plan in its entirety. Without limitation to the foregoing, each Debtholder and any other Person affected by this Plan will be deemed:

(a) to have executed and delivered to the Applicant all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out this Plan in its entirety;

(b) to have waived any non-compliance or default by the CFFI Entities with or of any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Debtholder or other Person and the CFFI Entities with respect to the Debt or the Debt Documents that has occurred or exists on or prior to the Effective Time; and

(c) to have agreed that, if there is any conflict between the provisions of any such agreement and the provisions of this Plan, then the provisions of this Plan take precedence and priority and the provisions of such agreement or other arrangement are deemed to be amended accordingly.

6.4 Paramountcy

On and from the Effective Time, any conflict between this Plan and the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any Organizational Document, Shareholder Agreement, contract, mortgage, security agreement, indenture, trust indenture, loan agreement, support agreement, commitment letter or other agreement, written or oral, and any and all amendments or supplements thereto, existing between the Applicant and any other Person, in each case as at the Effective Date will be deemed to be governed by the terms, conditions and provisions of this Plan and the Final Order, which shall take precedence and priority.

6.5 Deeming Provisions

In this Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

6.6 Notices

Any notices or communication to be made or given hereunder shall be in writing and shall reflect this Plan and may, subject as hereinafter provided, be made or given by the Person making or giving it or by any agent of such Person authorized for that purpose by personal delivery, by prepaid mail or by e-mail addressed to the respective parties as follows:

(i) if to CFFI:

CFFI Ventures Inc.
1-741 Bedford Highway
Bedford, Nova Scotia
B4A 3Z7

Attention: Nanci Rorabeck
Email: nrorabeck@cffi.com

With a required copy (which shall not be deemed notice) to:

McInnes Cooper
1969 Upper Water Street, Suite 1300
McInnes Cooper Tower – Purdy's Wharf
Halifax, Nova Scotia
B3J 3JR

Attention: Ben Pryde & Stephen Kingston
Email: ben.pryde@mcinnescooper.com;
stephen.kingston@mcinnescooper.com

(ii) if to the HPS Parties:

HPS Investment Partners LLC
40 West 57th Street
33rd Floor
New York, New York 10019

Attention: Jeffrey Fitts, Shant Babikian & Mayu Sris
Email: jeffrey.fitts@hpspartners.com;
shant.babikian@hpspartners.com; mayu.sris@hpspartners.com

With a required copy (which shall not be deemed notice to):

Cox & Palmer
Nova Centre, South Tower, Suite 1500 – 1625 Grafton Street
Halifax NS B3J 0E8

Attention: Gavin MacDonald
Email: gmacdonald@coxandpalmer.com

or to such other address as any party above may from time to time notify the others in accordance with this Section 6.6. In the event of any strike, lock-out or other event which interrupts postal service in any part of Canada, all notices and communications during such interruption may only be given or made by personal delivery or by email and any notice or other communication given or made by prepaid mail within the five (5) Business Day period immediately preceding the commencement of such interruption, unless actually received, shall be deemed not to have been given or made. Any such notices and communications so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of emailing, provided that such day in either event is a Business Day and the communication is so delivered or emailed before 5:00 p.m. on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day. The unintentional failure by the Applicants to give a notice contemplated hereunder to any

particular Debtholder shall not invalidate this Plan or any action taken by any Person pursuant to this Plan.

6.7 Further Assurances

Notwithstanding that the transactions and events set out herein will occur and be deemed to occur in the order set out in this Plan without any further act or formality, each of the Persons named or referred to in, affected by or subject to, this Plan will make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them to carry out the full intent and meaning of this Plan and to give effect to the transactions contemplated herein.

Schedule A

Assumed Contracts

1. Lease Agreement and Service Contract between CFFI Ventures Inc. and MMP Office Interiors Inc. dated as of January 26, 2021, as may have been amended, supplemented and/or varied from time to time;

2. Lease between CFFI Ventures Inc. and Micco Companies Limited dated as of February 1, 2021, as amended by a Lease Amendment dated August 15, 2024, and as may have been further amended, supplemented and/or varied from time to time;

3. Bell Mobility Services Agreement between CFFI Ventures Inc. and Bell Mobility Inc., as amended by an Amendment to the Bell Mobility Services Agreement and as may have been further amended, supplemented and/or varied from time to time;

4. Master Communications Agreement (Retail) between CFFI Ventures Inc. and Bell Canada dated as of November 21, 2024, as may have been amended, supplemented and/or varied from time to time;

5. Services Contract (ABM Advantage Strategy) between CFFI Ventures Inc. and ABM Integrated Solutions dated as of February 1, 2021, as may have been amended, supplemented and/or varied from time to time;

6. Customer Agreement between CFFI Ventures Inc. and Iron Mountain Canada Operations ULC (d/b/a Iron Mountain Canada) dated January 20, 2021, as may have been amended, supplemented and/or varied from time to time.

EXHIBIT A

CONTINGENT VALUE 'A' RIGHTS CERTIFICATE

THIS CONTINGENT VALUE 'A' RIGHT HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR PURSUANT TO THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. ACCORDINGLY, THIS CONTINGENT VALUE 'A' RIGHT MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS EITHER REGISTERED UNDER THE ACT AND APPLICABLE STATE LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

CFFI VENTURES INC.

CONTINGENT VALUE 'A' RIGHTS CERTIFICATE

Contingent Value 'A' Rights Certificate No. _____*[CVR-A[•]]*_____

THIS IS TO CERTIFY THAT _____ is the registered holder of _____ Class 'A' Contingent Value Rights, each entitling such holder to receive a contingent cash payment from CFFI Ventures Inc., a corporation existing under the laws of Nova Scotia (the "**Company**"), on the terms and subject to the conditions set forth in this Contingent Value 'A' Rights certificate (the "**Certificate**").

This Certificate is issued pursuant to a plan of arrangement under Section 130 of the *Companies Act* (Nova Scotia) (as it may be amended or supplemented from time to time pursuant to the terms thereof, the "**Plan of Arrangement**"), whereby, among other things, the holders of Subordinate Secured Debt (as defined in the Plan of Arrangement) as of immediately prior to the Effective Time will become entitled to receive a contingent cash payment on the terms and subject to the conditions set forth herein (each, a "**Contingent Value 'A' Right**"), in exchange and as consideration for the full and final settlement of the Subordinate Secured Debt held by such holders as at the Effective Date, pursuant to the terms of the Plan of Arrangement.

1. INTERPRETATION

1.1 Definitions. Capitalized terms used in this Certificate shall have the meanings ascribed to them below:

(a) "**Affiliate**" means, with respect to any Person, any other Person directly or indirectly, controlling, controlled by, or under common control with, such Person. For this purpose, "control" (including, the terms "controlling", "controlled" "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise;

(b) "**Board of Directors**" means the board of directors of the Company from time to time;

(c) "**Business Day**" means any day, other than a Saturday, a Sunday or a day on which banks are required or authorized to remain closed in Halifax, Nova Scotia, Canada;

(d) "**Certificate**" has the meaning set forth in the recitals hereto;

(e) "**CFFI Assets**" has the meaning set forth in the Plan of Arrangement.

(f) "**CFFI Assets Mark-to-Market Value**" means, at the applicable time, the fair market value of the CFFI Assets then held, as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(g) "**CFFI Assets Net Realized Value**" means, at the applicable time, without duplication, the aggregate amount of cash and the fair market value of any non-cash consideration received by the Company since the Effective Date on account of (i) any dividend or other distribution, direct or indirect, paid to the Company on account of any of the Transferred Equity Interests and (ii) any sale, transfer or other disposition by the Company to any Person of any CFFI Assets, including any of the Transferred Equity Interests or Transferred Tangible Property, net of any costs or expenses directly incurred in connection therewith (with any escrowed, held-back or withheld amounts included only when released to the Company), in each case as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(h) "**CFFI Assets Value**" means, at any given time, the sum of (i) the CFFI Assets Mark-to-Market Value and (ii) the CFFI Assets Net Realized Value.

(i) "**CFFI Minimum Asset Value**" means $[•].[1]

(j) "**Company**" has the meaning set forth in the recitals hereto;

(k) "**Company Permitted Assignee**" has the meaning set forth in Section 4.3;

(l) "**Contingent Value 'A' Maximum Payment Amount**" means $[•][2], being the maximum aggregate amount that may be paid to all Holders of Contingent Value 'A' Rights.

(m) "**Contingent Value 'A' Payment**" has the meaning set forth in Section 2.9(b);

(n) "**Contingent Value 'A' Payment Date**" means a date determined by the Company that is no later than forty (40) Business Days after the end of the applicable Contingent Value 'A' Payment Period;

(o) "**Contingent Value 'A' Payment Determination Date**" means the last calendar day of each Contingent Value 'A' Period;

(p) "**Contingent Value 'A' Payment Determination Time**" has the meaning set forth in the definition of "**Contingent Value 'A' Payment Per Right**";

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[1] Will be the value of the Note Purchase Agreement liability but for implementation of the Plan of Arrangement.

[2] Will be the value of the applicable holder's Subordinate Secured Debt but for implementation of the Plan of Arrangement.

(q) "**Contingent Value 'A' Payment Notice**" has the meaning set forth in Section 2.9(a);

(r) "**Contingent Value 'A' Payment Per Right**" means, with respect to any Contingent Value 'A' Payment Period, an amount equal to the Contingent Value 'A' Payment Pool calculated for the applicable Contingent Value 'A' Payment Period divided by the total number of Contingent Value 'A' Rights issued and outstanding as of 11:59 p.m. on December 31 of the applicable Contingent Value 'A' Payment Period (the "**Contingent Value 'A' Payment Determination Time**");

(s) "**Contingent Value 'A' Payment Periods**" means each consecutive financial year of the Company ending on December 31; provided that, the first Contingent Value 'A' Payment Period shall commence on the Effective Date and the last Contingent Value 'A' Payment Period shall end on the Termination Date;

(t) "**Contingent Value 'A' Payment Pool**" means, with respect to any Contingent Value 'A' Payment Period, an amount equal to 15% of the Company's Gross Profit for such Contingent Value 'A' Payment Period, net of any deduction of allowances for reserves as in the opinion of the Board of Directors, acting reasonably and in good faith, are required to or are prudent to maintain to fund the operations and liabilities of the Company and its subsidiaries; provided that, the Contingent Value 'A' Payment Pool for any given Contingent Value 'A' Payment Period shall never exceed the Contingent Value 'A' Payment Pool Annual Maximum for any Contingent 'A' Payment Period;

(u) "**Contingent Value 'A' Payment Pool Annual Maximum**" means, with respect to any Contingent Value 'A' Payment Period, the excess (if any) of the CFFI Assets Value over the CFFI Minimum Asset Value, as calculated on the Contingent Value 'A' Payment Determination Date;

(v) "**Contingent Value 'A' Right**" has the meaning set forth in the recitals hereto;

(w) "**Contingent Value 'A' Rights Register**" has the meaning set forth in Section 2.7;

(x) "**Effective Date**" has the meaning set forth in the Plan of Arrangement;

(y) "**Effective Time**" has the meaning set forth in the Plan of Arrangement;

(z) "**Extraordinary Resolution**" has the meaning set forth in Section 3.12;

(aa) "**Governmental Entity**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or axing authority or power;

(bb) "**Gross Profit**" means, for any Contingent Value 'A' Payment Period, the amount equal to: (i) realized gains and income recognized by the Company in profit or loss from (i) the disposition of assets, subsidiaries or other investments (including shares, limited partnership units, debt instruments and intangible assets), measured as the aggregate consideration received; and (ii) investment income, including interest, dividends and partnership or fund distributions, in each case to the extent recognized in profit or loss under US GAAP; minus (b) all expenses, costs and charges of the Company incurred or recognized in such period under US GAAP, whether direct or indirect, operating or non-operating, including, without limitation, selling, general and administrative expenses (including employee salaries, benefits and any other employment-related costs), occupancy and insurance, information technology, professional fees and advisory or success fees, brokerage fees, severance, retention and change-in-control payments, transaction expenses (including transfer taxes and other transaction-related taxes), depreciation and amortization, impairment charges and write-downs, financing and interest costs, foreign exchange losses, and income, capital gains and other taxes;

(cc) "**Holder**" means, as the context requires, the holder of this Certificate and any Person in whose name a Contingent Value 'A' Right is registered in the Contingent Value 'A' Register at the applicable time;

(dd) "**Interim Order**" has the meaning set forth in the Plan of Arrangement;

(ee) "**Note Purchase Agreement**" has the meaning set forth in the Plan of Arrangement;

(ff) "**Note Purchase Agreement Debt Documents**" has the meaning set forth in the Plan of Arrangement;

(gg) "**Person**" means any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

(hh) "**Plan of Arrangement**" has the meaning set forth in the recitals hereto;

(ii) "**Termination Date**" means December 31, 2031;

(jj) "**Transferred Equity Interests**" has the meaning set forth in the Plan of Arrangement;

(kk) "**Transferred Tangible Property**" has the meaning set forth in the Plan of Arrangement;

(ll) "**US GAAP**" means generally accepted accounting principles in the United States as in effect from time to time, consistently applied throughout the periods involved;

1.2 Interpretation.

(a) Currency. All references to dollars or to $ are references to Canadian dollars. For the purposes of converting various amounts from Canadian dollars to United States dollars or from United States dollars to Canadian dollars for the purposes of this Certificate, a Canadian dollar to United States dollar exchange rate shall be selected by the Board of Directors, acting reasonably.

(b) Gender and Number. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(c) Certain Phrases and References, etc. The words (a) "including," "includes" and "include" mean "including (or includes or include) without limitation," (b) "or" or "either" shall not be exclusive, and (c) "the aggregate of," "the total of," "the sum of," or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of." The phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not merely mean "if". Unless stated otherwise, "Article" and "Section" followed by a number or letter mean and refer to the specified Article or Section of this Certificate. The term "Certificate" and any reference in this Certificate to this Certificate or any other agreement or document includes, and is a reference to, this Certificate or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it.

(d) Statutes. Any reference to a statute refers to such statute and all rules and regulations made or promulgated under it, as it or they may have been or may from time to time be amended modified, supplemented or reenacted, including by succession of comparable successor laws, in each case unless expressly stated otherwise.

(e) Computation of Time. If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Certificate, then the first day of the period is not counted, but the day of its expiry is counted. Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day.

(f) Time References. Unless otherwise specified, all references to time herein mean local time, in Halifax, Nova Scotia.

(g) Accounting Matters. For the purposes of this Certificate, Gross Profit shall be derived from the Company's books and records and its financial statements prepared in good faith in accordance with US GAAP. The Company shall apply US GAAP and its accounting policies on a basis consistent with prior periods. Any change in accounting policies or practices (including as required by US GAAP) shall be reflected using a method that preserves comparability so that Gross Profit is not artificially increased or decreased by such change, with reasonable

adjustments made if necessary to achieve comparability, as conclusively determined by the Company acting reasonably.

2. TERMS OF CLASS "A" CONTINGENT VALUE RIGHTS

2.1 Contingent Value 'A' Right Payments. Each Contingent Value 'A' Right shall entitle the Holder thereof to receive from the Company, subject to Sections 2.3 and 2.4 and subject to the Company's right to make any applicable deductions or withholdings in accordance with Section 2.9(c), in respect of any Contingent Value 'A' Payment Period, an amount equal to the Contingent Value 'A' Payment Per Right, provided that:

(a) no amounts shall be paid, payable or accrue hereunder or to any Holder of Contingent Value 'A' Rights for such Contingent Value 'A' Payment Period unless the CFFI Assets Value as of the applicable Contingent Value 'A' Payment Determination Time is greater than the CFFI Minimum Asset Value; and

(b) the aggregate of all payments made to Holders of Contingent Value 'A' Rights shall not exceed the Contingent Value 'A' Maximum Payment Amount.

2.2 Holder of Contingent Value 'A' Rights not a Shareholder. Nothing in the holding of this Certificate, or otherwise, shall, in itself, confer or be construed as conferring upon the Holder any right or interest whatsoever as a shareholder of the Company, including, but not limited to, the right to vote at, to receive notice of, or to attend, meetings of shareholders of the Company or any other proceedings of the Company, or the right to dividends and other allocations.

2.3 Solvency Restrictions. Notwithstanding any other provision of this Certificate, the Company is not obligated to deliver any payments hereunder to the extent that it would be contrary to solvency requirements or any other provision of applicable law.

2.4 Contingent Value 'A' Rights to Rank Pari Passu. All Contingent Value 'A' Rights are direct unsecured contingent obligations of the Company and shall rank *pari passu* with each other, whatever may be the actual date of issue thereof. Apart from the foregoing, the Contingent Value 'A' Rights shall not confer on Holders any legal right or interest in any other property of the Company or its Affiliates or the Company.

2.5 Transfer and Ownership of Contingent Value 'A' Rights. Subject to Section 2.10, neither this Certificate nor any right or interest hereunder shall be assignable by the Holder, his beneficiaries, dependents or legal representatives without the Company's prior written consent, which may be withheld or conditioned in its sole discretion.

2.6 Ownership of Rights. The Company may deem and treat the registered Holder of this Certificate as the absolute owner of the Contingent Value 'A' Rights represented hereby for all purposes and the Company shall not be affected by any notice or knowledge to the contrary, except where the Company is required to take notice by statute or by order of a court of competent jurisdiction.

2.7 Register. The Company shall maintain a register (the "Contingent Value 'A' Right Register") which shall include (without limitation) the following information for each

Holder: (i) the name and mailing address of each Holder and (ii) the number of Contingent Value 'A' Rights issued to each Holder pursuant to the Plan of Arrangement.

2.8 Issue in Substitution for Certificates Lost, etc.

(a) If this Certificate becomes mutilated or is lost, destroyed or stolen, the Company, subject to applicable law, shall issue and deliver, a new Certificate of like tenor, and bearing the same legend, if applicable, as the one mutilated, lost, destroyed or stolen in exchange for and in place of and upon cancellation of such mutilated Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Certificate, and the substituted Certificate shall be entitled to the benefits hereof.

(b) The applicant for the issue of a new Certificate pursuant to this Section 2.8 shall bear the cost of the issue thereof and in case of loss, destruction or theft shall, as a condition precedent to the issuance thereof, furnish to the Company such evidence of ownership and of the loss, destruction or theft of the Certificate so lost, destroyed or stolen as shall be satisfactory to the Company, in its sole discretion, acting reasonably, and such applicant shall also be required to furnish an indemnity and surety bond in amount and form satisfactory to the Company, in its sole discretion, and shall pay the reasonable charges of the Company in connection therewith.

2.9 Payment Procedures.

(a) Within twenty (20) Business Days of the end of a Contingent Value 'A' Payment Period, the Company shall provide each Holder with written notice (the "**Contingent Payment Notice**") setting out: (a) the Contingent Value 'A' Payment Per Right for that Contingent Value 'A' Payment Period (if any) (net of any applicable deductions or withholdings pursuant to Section 2.9(c)) and (b) the Contingent Value 'A' Payment Date of the applicable payment.

(b) On or before 11:00 a.m. (Eastern time) on the Business Day immediately prior to the applicable Contingent Value 'A' Payment Date, the Company shall send by first-class mail (postage prepaid) to the address of the Holder of the Contingent Value 'A' Rights last appearing on the register pursuant to Section 2.7 (or, in the event of the address not being so recorded, at the last known address of the Holder), a cheque in the name of such Holder representing the amount payable to the Holder in accordance with Section 2.1 (the "**Contingent Value 'A' Payment**"). Notwithstanding the aforementioned, the Company may, in its sole discretion, elect to make any payments hereunder by wire transfer to an account designated in writing by the Holder, provided that the Holder has delivered to the Company current and accurate wire transfer details upon the Company's request. If the Holder fails to deliver such wire transfer details within a reasonable time following the Company's request, the Company shall send the payment by cheque to the Holder's last known address as recorded in the register pursuant to Section 2.7 (or, if no such address is recorded, to the last known address of the Holder) and the Holder shall be deemed to waive any claims, liabilities or damages arising from non-delivery, delay, or other issues resulting from the use of such delivery method.

(c) The Company (and any applicable Affiliate) shall be entitled to deduct and withhold from any amounts or property to be issued, paid, assigned or conveyed hereunder, such amounts as the Company is required to deduct and withhold with respect to such payment or transfer under the *Income Tax Act* (Canada) or any provision of federal, provincial, state, local or foreign tax law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the relevant Holder, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

(d) If any portion of any Contingent Value 'A' Payment remains undistributed to a Holder twelve (12) months after the delivery date of the Contingent Value 'A' Payment Notice, such Holder shall be entitled to look to the Company (subject to abandoned property, escheat and other similar applicable law) only as general creditors thereof with respect to the Contingent Value 'A' Payment payable hereunder, without any interest thereon. The Company shall not be liable to such Holder for any such consideration delivered in respect of a Contingent Value 'A' Right to a public official pursuant to any abandoned property, escheat or other similar applicable law.

(e) For the avoidance of doubt, no Contingent Value 'A' Payment shall accrue or become payable to any Holder with respect to any Contingent Value 'A' Payment Period unless the CFFI Assets Value as of the applicable Contingent Value 'A' Payment Determination Date is greater than the CFFI Minimum Asset Value.

2.10 Ability to Abandon Contingent Value 'A' Rights. A Holder may at any time, at such Holder's option, abandon all of such Holder's remaining rights in a Contingent Value 'A' Right by transferring such Contingent Value 'A' Right to the Company or any of its Affiliates without consideration therefor, which abandonment a Holder may effect by delivery of a written notice of such transfer and abandonment to the Company. Subject to applicable law, nothing in this Certificate shall prohibit the Company or any of its Affiliates from offering to acquire or acquiring any Contingent Value 'A' Rights for consideration from the Holders, in private transactions or otherwise, in its sole discretion. Any Contingent Value 'A' Rights acquired by the Company or any of its Affiliates shall be automatically deemed extinguished and no longer outstanding. Notwithstanding anything to the contrary herein, the Company and its Affiliates shall have no obligation to make any offer to acquire Contingent Value 'A' Rights on a pro rata basis or to extend any such offer to all Holders, and any such acquisition may be conducted selectively and at the sole discretion of the Company or its Affiliates.

2.11 Termination Date. At the Termination Date, this Certificate shall be cancelled and shall thereafter by null, void and of no effect; provided that, any unpaid Contingent Value 'A' Payments accrued prior to the Termination Date shall remain payable by the Company in accordance with Section 2.9.

3. MEETINGS OF HOLDERS

3.1 Right to Convene Meeting. The Company may at any time, and any Holders holding at least 66 2/3% of the Contingent Value 'A' Rights issued and outstanding at such time may, not more than once every two calendar years, convene a meeting of the Holders (the

"**Requisitioning Holder**"). Every such meeting shall be held in Halifax, Nova Scotia; provided, that, any meeting held pursuant to this Article 3 may be held through a virtual or electronic meeting platform.

3.2 Notice of Meetings. At least ten days' and not more than 60 days' prior written notice of any meeting of the Holders shall be given to the Holders by ordinary post addressed to such Holders at their post office addresses appearing on the Contingent Value 'A' Right Register hereinbefore mentioned. Such notice must state the time when and the place where the meeting is to be held and state briefly the general nature of the business to be transacted thereat and shall contain such information as is reasonably necessary to enable the Holders to make a reasoned decision on the matter.

3.3 Chair. An individual (who need not be a Holder) designated in writing by the Company (if it calls the meeting) shall be the chair of the meeting and if no individual is so designated, or if the individual so designated is not present within fifteen (15) minutes from the time fixed for the holding of the meeting, Holders present in person or by proxy shall choose an individual present to be chair.

3.4 Quorum. At any meeting of the Holders a quorum shall consist of Holders present in person or by proxy and holding more than 50% of the aggregate number of then outstanding Contingent Value 'A' Rights. If a quorum is not present within thirty (30) minutes from the time fixed for holding any meeting, no business shall be transacted at the meeting and the meeting, if summoned by the Holders, shall be dissolved; but in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day in which case it shall be adjourned to the next following Business Day) at the same time and place and the Company shall be required to give notice in respect of such adjourned meeting's new date and time. Any business may be brought before or dealt with at an adjourned meeting which might have been dealt with at the original meeting in accordance with the notice calling the same. At the adjourned meeting the Holders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened, notwithstanding that they may not hold more than 50% of the aggregate number of all then outstanding Contingent Value 'A' Rights.

3.5 Power to Adjourn. The chair of any meeting at which a quorum is present may, with the consent of the meeting, adjourn any such meeting, and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

3.6 Show of Hands. Unless a poll is demanded or required as provided in Section 3.7, every question submitted to a meeting shall be decided in the first place by a majority of the votes given on a show of hands, a declaration by the chair that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

3.7 Poll. On every Extraordinary Resolution, and on any other question submitted to a meeting and after a vote by show of hands when demanded by the chair or by one or more of the Holders acting in person or by proxy and holding in the aggregate at least 5% of all the Contingent Value 'A' Rights then outstanding, a poll must be taken in such manner as the

chair directs. Questions other than those required to be determined by Extraordinary Resolution shall be decided by a majority of the votes cast on the poll.

3.8 Voting.

(a) On a show of hands, every Person who is present and entitled to vote, whether as a Holder or as proxy for one or more Holders or both, shall have one vote in respect of each Contingent Value 'A' Right held or represented by proxy. On a poll, each Holder present in person or represented by a proxy duly appointed by an instrument in writing shall be entitled to one vote in respect of each Contingent Value 'A' Right held or represented by it. A proxy need not be a Holder. In the case of joint Holders of a Contingent Value 'A' Right, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others; but in case more than one of them is present in person or by proxy, they must vote together in respect of the Contingent Value 'A' Rights of which they are joint Holders. The chair of any meeting shall be entitled, both on a show of hands and on a poll, to vote in respect of any Contingent Value 'A' Rights, if any, held or represented by him, but shall not have a second or deciding vote.

(b) Any resolution proposed to be passed at a meeting of the Holders (including an adjourned meeting) duly convened and held in accordance with the provisions of this Article 3 shall, except in the case of those matters expressly required to be approved by Extraordinary Resolution, be considered duly passed if approved by a majority of the Holders present in person or represented by proxy at the meeting.

3.9 Regulations.

(a) The Company may from time to time make or vary or restate such regulations as it shall from time to time think fit regarding the following:

(i) the setting of the record date for a meeting for the purpose of determining Holders entitled to receive notice of and to vote at the meeting;

(ii) the deposit of instruments appointing proxies at such place and time as the Company or the Holders convening the meeting, as the case may be, may in the notice convening the meeting direct;

(iii) the deposit of instruments appointing proxies at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxies to be mailed, telecopied or sent electronically before the meeting to the Company at the place where the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting;

(iv) the form of the instrument of proxy; and

(v) generally for the calling of meetings of Holders and the conduct of business thereat.

(b) Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Except as such regulations may provide, the only Persons who shall be recognized at any meeting as Holders, or as entitled to vote or be present at the meeting in respect thereof, shall be Holders and Persons whom Holders have by instrument in writing duly appointed as their proxies.

3.10 Company Representation. The Company, by its officers, directors, agents and employees and legal advisors, may attend any meeting of the Holders, and shall be recognized and given reasonable opportunity to speak to any resolutions proposed for consideration by the meeting, but shall not be entitled to vote thereat.

3.11 Powers Exercisable by Extraordinary Resolution.

Subject to applicable law, in addition to the powers conferred upon them by any other provisions of this Certificate or by law, the Holders at a meeting shall have the power, exercisable from time to time by Extraordinary Resolution:

(a) to sanction any modification, abrogation, alteration, compromise or arrangement of the rights of the Holders against the Company whether such rights arise under this Certificate; provided that, no such modification, abrogation, alteration, compromise or arrangement relating to this Certificate is effective unless approved in writing by the Company;

(b) to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Holders; provided that, no such amendment, alteration or repeal of any such Extraordinary Resolution is effective unless approved in writing by the Company; and

(c) to the extent required by any applicable laws or order of a court of competent jurisdiction, assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or other securities of the Company.

3.12 Meaning of Extraordinary Resolution. The expression "Extraordinary Resolution" when used in this Certificate means, subject as provided in in Section 3.14, a resolution passed, at a meeting of Holders duly convened and held in accordance with the provisions of this Article 3 by the affirmative votes of the Holders holding at least 66 2/3% of the aggregate number of all then outstanding Contingent Value 'A' Rights represented at the meeting and voted on a poll upon such resolution.

3.13 Powers Cumulative. Any one or more of the powers and/or any combination of the powers in this Certificate stated to be exercisable by the Holders by Extraordinary Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers or any combination of powers from time to time shall not be deemed to exhaust the

rights of the Holders to exercise the same or any other such power or combination of powers thereafter from time to time.

3.14 Instruments in Writing. All actions which may be taken and all powers which may be exercised by the Holders at a meeting held as provided in this Article 2.11 may also be taken and exercised by Holders holding at least 66 2/3% of the aggregate number of all then outstanding Contingent Value 'A' Rights by an instrument in writing signed in one or more counterparts by such Holders in person or by attorney duly appointed in writing, and the expression "Extraordinary Resolution" when used in this Certificate shall include an instrument so signed.

3.15 Binding Effect of Resolutions. Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article 3 at a meeting of Holders shall be binding upon all Holders, whether present at or absent from such meeting, and every instrument in writing signed by Holders in accordance with Section 3.14 shall be binding upon all Holders, whether signatories thereto or not, and each and every Holder (subject to the provisions for its indemnity herein contained) shall be bound to give effect accordingly to every such resolution, Extraordinary Resolution and instrument in writing.

4. GENERAL

4.1 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two Business Days after) it is sent by (a) confirmed e-mail; (b) overnight delivery; or (c) registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at [•] in the case of the Company, or the address set forth in the Contingent Value 'A' Right Register, in the case of the Holder.

4.2 Provisions of this Certificate and Contingent Rights for the Sole Benefit of Holder. Nothing in this Certificate, expressed or implied, shall give or be construed to give to any person other than the Company and the Holder, as the case may be, any legal or equitable right, remedy or claim under this Certificate, or under any covenant or provision herein or therein contained, all such covenants and provisions being for the sole benefit of the Company and the Holder.

4.3 Company Successors and Assigns. The Company may assign any or all of its rights, interests and obligations under this Certificate (a) to any Affiliate and (b) to any Person in connection with, or to implement, the Plan of Arrangement (each, a "**Company Permitted Assignee**"), in each case without the consent of the Holder. Except for an assignment effected by operation of law pursuant to the Plan of Arrangement, any Company Permitted Assignee shall, as a condition to such assignment, execute and deliver to the Holder a written instrument assuming and agreeing to be bound by all terms of this Certificate, including the due and punctual payment of all Contingent Value 'A' Payments and the due and punctual performance and observance of all covenants and obligations of the Company hereunder. Upon the effectiveness of any such assignment, (i) the assignee shall be deemed the "Company" for all purposes hereof and (ii) the assignor shall be released from further obligations hereunder arising after the effective time of such assignment, except for obligations that accrued prior thereto. This Section binds and inures to the benefit of the

Company and its successors and permitted assigns, and any successor or Company Permitted Assignee may rely on and further assign in accordance with this Section.

4.4 Governing Law. This Certificate shall be governed by and construed and interpreted in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein without giving effect to the conflicts of laws principles thereof and without reference to the laws of any other jurisdiction.

4.5 Entire Agreement. This Certificate, constitutes the entire agreement among the Company and the Holder hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Company and the Holder with respect to the subject matter hereof.

4.6 Further Assurances. The Company shall make, execute, endorse, acknowledge and deliver any amendments, modifications or supplements hereto and restatements hereof and any other agreements, instruments or documents, and take any and all such other actions, as may from time to time be reasonably requested by Holder to effect, confirm or further assure or protect and preserve the interests, rights and remedies of Holder pursuant to the terms of this Certificate.

[Signature page to follow]

IN WITNESS WHEREOF the Company has caused this Certificate to be signed by its duly authorized officer as of the Effective Date.

CFFI VENTURES INC.

Per: _____
(Authorized Signatory)

EXHIBIT B

CONTINGENT VALUE 'B' RIGHTS CERTIFICATE

THIS CONTINGENT VALUE 'B' RIGHT HAS NOT BEEN REGISTERED PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR PURSUANT TO THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. ACCORDINGLY, THIS CONTINGENT VALUE 'B' RIGHT MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS EITHER REGISTERED UNDER THE ACT AND APPLICABLE STATE LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

CFFI VENTURES INC.

CONTINGENT VALUE 'B' RIGHTS CERTIFICATE

Contingent Value 'B' Rights Certificate No. _____[*CVR-B[•]*]_____

THIS IS TO CERTIFY THAT _____ is the registered holder of _____ Class 'B' Contingent Value Rights, each entitling such holder to receive a contingent cash payment from CFFI Ventures Inc., a corporation existing under the laws of Nova Scotia (the "**Company**"), on the terms and subject to the conditions set forth in this Contingent Value 'B' Rights certificate (the "**Certificate**").

This Certificate is issued pursuant to a plan of arrangement under Section 130 of the *Companies Act* (Nova Scotia) (as it may be amended or supplemented from time to time pursuant to the terms thereof, the "**Plan of Arrangement**"), whereby, among other things, certain holders of Unsecured Claims (as defined in the Plan of Arrangement) as of immediately prior to the Effective Time will become entitled to receive a contingent cash payment on the terms and subject to the conditions set forth herein (each, a "**Contingent Value 'B' Right**"), in exchange and as consideration for the full and final settlement of the Unsecured Claims held by such holders as at the Effective Date, pursuant to the terms of the Plan of Arrangement.

1. INTERPRETATION

1.1 Definitions. Capitalized terms used in this Certificate shall have the meanings ascribed to them below:

(a) "**Affiliate**" means, with respect to any Person, any other Person directly or indirectly, controlling, controlled by, or under common control with, such Person. For this purpose, "control" (including, the terms "controlling", "controlled" "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise;

(b) "**Board of Directors**" means the board of directors of the Company from time to time;

(c) "**Business Day**" means any day, other than a Saturday, a Sunday or a day on which banks are required or authorized to remain closed in Halifax, Nova Scotia, Canada;

(d) "**Certificate**" has the meaning set forth in the recitals hereto;

(e) "**CFFI Assets**" has the meaning set forth in the Plan of Arrangement.

(f) "**CFFI Assets Mark-to-Market Value**" means, at the applicable time, the fair market value of the CFFI Assets then held, as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(g) "**CFFI Assets Net Realized Value**" means, at the applicable time, without duplication, the aggregate amount of cash and the fair market value of any non-cash consideration received by the Company since the Effective Date on account of (i) any dividend or other distribution, direct or indirect, paid to the Company on account of any of the Transferred Equity Interests and (ii) any sale, transfer or other disposition by the Company to any Person of any CFFI Assets, including any of the Transferred Equity Interests or Transferred Tangible Property, net of any costs or expenses directly incurred in connection therewith (with any escrowed, held-back or withheld amounts included only when released to the Company), in each case as determined by the Board of Directors in good faith (and such determination shall be conclusive and binding absent manifest error);

(h) "**CFFI Assets Value**" means, at any given time, the sum of (i) the CFFI Assets Mark-to-Market Value and (ii) the CFFI Assets Net Realized Value.

(i) "**CFFI Minimum Asset Value**" means $[•].[1]

(j) "**Company**" has the meaning set forth in the recitals hereto;

(k) "**Company Permitted Assignee**" has the meaning set forth in Section 4.3;

(l) "**Contingent Value 'B' Maximum Payment Amount**" means $[•][2], being the maximum aggregate amount that may be paid to all Holders of Contingent Value 'B' Rights.

(m) "**Contingent Value 'B' Payment**" has the meaning set forth in Section 2.9(b);

(n) "**Contingent Value 'B' Payment Date**" means a date determined by the Company that is no later than forty (40) Business Days after the end of the applicable Contingent Value 'B' Payment Period;

(o) "**Contingent Value 'B' Payment Determination Date**" means the last calendar day of each Contingent Value 'B' Period;

(p) "**Contingent Value 'B' Payment Determination Time**" has the meaning set forth in the definition of "**Contingent Value 'B' Payment Per Right**";

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[1] Will be the value of the Note Purchase Agreement liability but for implementation of the Plan of Arrangement.

[2] Will be the value of the applicable holder's Unsecured Claim but for implementation of the Plan of Arrangement.

(q) "**Contingent Value 'B' Payment Notice**" has the meaning set forth in Section 2.9(a);

(r) "**Contingent Value 'B' Payment Per Right**" means, with respect to any Contingent Value 'B' Payment Period, an amount equal to the Contingent Value 'B' Payment Pool calculated for the applicable Contingent Value 'B' Payment Period divided by the total number of Contingent Value 'B' Rights issued and outstanding as of 11:59 p.m. on December 31 of the applicable Contingent Value 'B' Payment Period (the "**Contingent Value 'B' Determination Time**");

(s) "**Contingent Value 'B' Payment Periods**" means each consecutive financial year of the Company ending on December 31; provided that, the first Contingent Value 'B' Payment Period shall commence on the Effective Date and the last Contingent Value 'B' Payment Period shall end on the Termination Date;

(t) "**Contingent Value 'B' Payment Pool**" means, with respect to any Contingent Value 'B' Payment Period, an amount equal to 15% of the Company's Gross Profit for such Contingent Value 'B' Payment Period, net of any deduction of allowances for reserves as in the opinion of the Board of Directors, acting reasonably and in good faith, are required to or are prudent to maintain to fund the operations and liabilities of the Company and its subsidiaries; provided that, the Contingent Value 'B' Payment Pool for any given Contingent Value 'B' Payment Period shall never exceed the Contingent Value 'B' Payment Pool Annual Maximum for any Contingent Value 'B' Payment Period;

(u) "**Contingent Value 'B' Payment Pool Annual Maximum**" means, with respect to any Contingent Value 'B' Payment Period, the excess (if any) of the CFFI Assets Value over the CFFI Minimum Asset Value, as calculated on the Contingent Value 'B' Payment Determination Date;

(v) "**Contingent Value 'B' Right**" has the meaning set forth in the recitals hereto;

(w) "**Contingent Value 'B' Rights Register**" has the meaning set forth in Section 2.7;

(x) "**Effective Date**" has the meaning set forth in the Plan of Arrangement;

(y) "**Effective Time**" has the meaning set forth in the Plan of Arrangement;

(z) "**Extraordinary Resolution**" has the meaning set forth in Section 3.12;

(aa) "**Governmental Entity**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or axing authority or power;

(bb) "**Gross Profit**" means, for any Contingent Value 'B' Payment Period, the amount equal to: (i) realized gains and income recognized by the Company in profit or loss from (i) the disposition of assets, subsidiaries or other investments (including shares, limited partnership units, debt instruments and intangible assets), measured as the aggregate consideration received; and (ii) investment income, including interest, dividends and partnership or fund distributions, in each case to the extent recognized in profit or loss under US GAAP; minus (b) all expenses, costs and charges of the Company incurred or recognized in such period under US GAAP, whether direct or indirect, operating or non-operating, including, without limitation, selling, general and administrative expenses (including employee salaries, benefits and any other employment-related costs), occupancy and insurance, information technology, professional fees and advisory or success fees, brokerage fees, severance, retention and change-in-control payments, transaction expenses (including transfer taxes and other transaction-related taxes), depreciation and amortization, impairment charges and write-downs, financing and interest costs, foreign exchange losses, and income, capital gains and other taxes;

(cc) "**Holder**" means, as the context requires, the holder of this Certificate and any Person in whose name a Contingent Value 'B' Right is registered in the Contingent Value 'B' Register at the applicable time;

(dd) "**Interim Order**" has the meaning set forth in the Plan of Arrangement;

(ee) "**Note Purchase Agreement**" has the meaning set forth in the Plan of Arrangement;

(ff) "**Note Purchase Agreement Debt Documents**" has the meaning set forth in the Plan of Arrangement;

(gg) "**Person**" means any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status;

(hh) "**Plan of Arrangement**" has the meaning set forth in the recitals hereto;

(ii) "**Support Agreement**" has the meaning set forth in the recitals hereto; and

(jj) "**Termination Date**" means December 31, 2031;

(kk) "**Transferred Equity Interests**" has the meaning set forth in the Plan of Arrangement;

(ll) "**Transferred Tangible Property**" has the meaning set forth in the Plan of Arrangement;

(mm) "**US GAAP**" means generally accepted accounting principles in the United States as in effect from time to time, consistently applied throughout the periods involved;

1.2 Interpretation.

(a) Currency. All references to dollars or to $ are references to Canadian dollars. For the purposes of converting various amounts from Canadian dollars to United States dollars or from United States dollars to Canadian dollars for the purposes of this Certificate, a Canadian dollar to United States dollar exchange rate shall be selected by the Board of Directors, acting reasonably.

(b) Gender and Number. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(c) Certain Phrases and References, etc. The words (a) "including," "includes" and "include" mean "including (or includes or include) without limitation," (b) "or" or "either" shall not be exclusive, and (c) "the aggregate of," "the total of," "the sum of," or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of." The phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not merely mean "if". Unless stated otherwise, "Article" and "Section" followed by a number or letter mean and refer to the specified Article or Section of this Certificate. The term "Certificate" and any reference in this Certificate to this Certificate or any other agreement or document includes, and is a reference to, this Certificate or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it.

(d) Statutes. Any reference to a statute refers to such statute and all rules and regulations made or promulgated under it, as it or they may have been or may from time to time be amended modified, supplemented or reenacted, including by succession of comparable successor laws, in each case unless expressly stated otherwise.

(e) Computation of Time. If any action may be taken within, or any right or obligation is to expire at the end of, a period of days under this Certificate, then the first day of the period is not counted, but the day of its expiry is counted. Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day.

(f) Time References. Unless otherwise specified, all references to time herein mean local time, in Halifax, Nova Scotia.

(g) Accounting Matters. For the purposes of this Certificate, Gross Profit shall be derived from the Company's books and records and its financial statements prepared in good faith in accordance with US GAAP. The Company shall apply US GAAP and its accounting policies on a basis consistent with prior periods. Any change in accounting policies or practices (including as required by US GAAP) shall be reflected using a method that preserves comparability so that Gross Profit is not artificially increased or decreased by such change, with reasonable

adjustments made if necessary to achieve comparability, as conclusively determined by the Company acting reasonably.

2. TERMS OF CLASS "B" CONTINGENT VALUE RIGHTS

2.1 Contingent Value 'B' Right Payments. Each Contingent Value 'B' Right shall entitle the Holder thereof to receive from the Company, subject to Sections 2.3 and 2.4 and subject to the Company's right to make any applicable deductions or withholdings in accordance with Section 2.9(c), in respect of any Contingent Value 'B' Payment Period, an amount equal to the Contingent Value 'B' Payment Per Right, provided that:

(a) no amounts shall be paid, payable or accrue hereunder or to any Holder of Contingent Value 'B' Rights for such Contingent Value 'B' Payment Period unless:

(i) the CFFI Assets Value as of the applicable Contingent Value 'B' Payment Determination Time is greater than the CFFI Minimum Asset Value; and

(ii) the Contingent Value 'A' Maximum Payment Amount has been paid in full as of the applicable Contingent Value 'B' Payment Determination Time; and

(b) the aggregate of all payments made to Holders of Contingent Value 'B' Rights shall not exceed the Contingent Value 'B' Maximum Payment Amount.

2.2 Holder of Contingent Value 'B' Rights not a Shareholder. Nothing in the holding of this Certificate, or otherwise, shall, in itself, confer or be construed as conferring upon the Holder any right or interest whatsoever as a shareholder of the Company, including, but not limited to, the right to vote at, to receive notice of, or to attend, meetings of shareholders of the Company or any other proceedings of the Company, or the right to dividends and other allocations.

2.3 Solvency Restrictions. Notwithstanding any other provision of this Certificate, the Company is not obligated to deliver any payments hereunder to the extent that it would be contrary to solvency requirements or any other provision of applicable law.

2.4 Contingent Value 'B' Rights to Rank Pari Passu. All Contingent Value 'B' Rights are direct unsecured contingent obligations of the Company and shall rank *pari passu* with each other, whatever may be the actual date of issue thereof. Apart from the foregoing, the Contingent Value 'B' Rights shall not confer on Holders any legal right or interest in any other property of the Company or its Affiliates or the Company.

2.5 Transfer and Ownership of Contingent Value 'B' Rights. Subject to Section 2.10, neither this Certificate nor any right or interest hereunder shall be assignable by the Holder, his beneficiaries, dependents or legal representatives without the Company's prior written consent, which may be withheld or conditioned in its sole discretion.

2.6 Ownership of Rights. The Company may deem and treat the registered Holder of this Certificate as the absolute owner of the Contingent Value 'B' Rights represented hereby for all purposes and the Company shall not be affected by any notice or knowledge to the

contrary, except where the Company is required to take notice by statute or by order of a court of competent jurisdiction.

2.7 Register. The Company shall maintain a register (the "Contingent Value 'B' Right Register") which shall include (without limitation) the following information for each Holder: (i) the name and mailing address of each Holder and (ii) the number of Contingent Value 'B' Rights issued to each Holder pursuant to the Plan of Arrangement.

2.8 Issue in Substitution for Certificates Lost, etc.

(a) If this Certificate becomes mutilated or is lost, destroyed or stolen, the Company, subject to applicable law, shall issue and deliver, a new Certificate of like tenor, and bearing the same legend, if applicable, as the one mutilated, lost, destroyed or stolen in exchange for and in place of and upon cancellation of such mutilated Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Certificate, and the substituted Certificate shall be entitled to the benefits hereof.

(b) The applicant for the issue of a new Certificate pursuant to this Section 2.8 shall bear the cost of the issue thereof and in case of loss, destruction or theft shall, as a condition precedent to the issuance thereof, furnish to the Company such evidence of ownership and of the loss, destruction or theft of the Certificate so lost, destroyed or stolen as shall be satisfactory to the Company, in its sole discretion, acting reasonably, and such applicant shall also be required to furnish an indemnity and surety bond in amount and form satisfactory to the Company, in its sole discretion, and shall pay the reasonable charges of the Company in connection therewith.

2.9 Payment Procedures.

(a) Within twenty (20) Business Days of the end of a Contingent Value 'B' Payment Period, the Company shall provide each Holder with written notice (the "**Contingent Payment Notice**") setting out: (a) full details of the Contingent Value 'B' Payment Per Right for that Contingent Value 'B' Payment Period (if any) (net of any applicable deductions or withholdings pursuant to Section 2.9(c)) and (b) the Contingent Value 'B' Payment Date of the applicable payment.

(b) On or before 11:00 a.m. (Eastern time) on the Business Day immediately prior to the applicable Contingent Value 'B' Payment Date, the Company shall send by first-class mail (postage prepaid) to the address of the Holder of the Contingent Value 'B' Rights last appearing on the register pursuant to Section 2.7 (or, in the event of the address not being so recorded, at the last known address of the Holder), a cheque in the name of such Holder representing the amount payable to the Holder in accordance with Section 2.1 (the "**Contingent Value 'B' Payment**"). Notwithstanding the aforementioned, the Company may, in its sole discretion, elect to make any payments hereunder by wire transfer to an account designated in writing by the Holder, provided that the Holder has delivered to the Company current and accurate wire transfer details upon the Company's request. If the Holder fails to deliver such wire transfer details within a reasonable time following the Company's request, the Company shall send the payment by cheque to the Holder's last known address as recorded in the register pursuant to Section 2.7 (or, if no such

address is recorded, to the last known address of the Holder) and the Holder shall be deemed to waive any claims, liabilities or damages arising from non-delivery, delay, or other issues resulting from the use of such delivery method.

(c) The Company (and any applicable Affiliate) shall be entitled to deduct and withhold from any amounts or property to be issued, paid, assigned or conveyed hereunder, such amounts as the Company is required to deduct and withhold with respect to such payment or transfer under the *Income Tax Act* (Canada) or any provision of federal, provincial, state, local or foreign tax law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the relevant Holder, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

(d) If any portion of any Contingent Value 'B' Payment remains undistributed to a Holder twelve (12) months after the delivery date of the Contingent Value 'B' Payment Notice, such Holder shall be entitled to look to the Company (subject to abandoned property, escheat and other similar applicable law) only as general creditors thereof with respect to the Contingent Value 'B' Payment payable hereunder, without any interest thereon. The Company shall not be liable to such Holder for any such consideration delivered in respect of a Contingent Value 'B' Right to a public official pursuant to any abandoned property, escheat or other similar applicable law.

(e) For the avoidance of doubt, no Contingent Value 'B' Payment shall accrue or become payable to any Holder with respect to any Contingent Value 'B' Payment Period unless the CFFI Assets Value as of the applicable Contingent Value 'B' Payment Determination Date is greater than the CFFI Minimum Asset Value.

2.10 Ability to Abandon Contingent Value 'B' Rights. A Holder may at any time, at such Holder's option, abandon all of such Holder's remaining rights in a Contingent Value 'B' Right by transferring such Contingent Value 'B' Right to the Company or any of its Affiliates without consideration therefor, which abandonment a Holder may effect by delivery of a written notice of such transfer and abandonment to the Company. Subject to applicable law, nothing in this Certificate shall prohibit the Company or any of its Affiliates from offering to acquire or acquiring any Contingent Value 'B' Rights for consideration from the Holders, in private transactions or otherwise, in its sole discretion. Any Contingent Value 'B' Rights acquired by the Company or any of its Affiliates shall be automatically deemed extinguished and no longer outstanding. Notwithstanding anything to the contrary herein, the Company and its Affiliates shall have no obligation to make any offer to acquire Contingent Value 'B' Rights on a pro rata basis or to extend any such offer to all Holders, and any such acquisition may be conducted selectively and at the sole discretion of the Company or its Affiliates.

2.11 Termination Date. At the Termination Date, this Certificate shall be cancelled and shall thereafter by null, void and of no effect; provided that, any unpaid Contingent Value 'B'

Payments accrued prior to the Termination Date shall remain payable by the Company in accordance with Section 2.9.

3. MEETINGS OF HOLDERS

3.1 Right to Convene Meeting. The Company may at any time, and any Holders holding at least 66 2/3% of the Contingent Value 'B' Rights issued and outstanding at such time may, not more than once every two calendar years, convene a meeting of the Holders (the "**Requisitioning Holder**"). Every such meeting shall be held in Halifax, Nova Scotia; provided, that, any meeting held pursuant to this Article 3 may be held through a virtual or electronic meeting platform.

3.2 Notice of Meetings. At least ten (10) days' and not more than sixty (60) days' prior written notice of any meeting of the Holders shall be given to the Holders by ordinary post addressed to such Holders at their post office addresses appearing on the Contingent Value 'B' Right Register hereinbefore mentioned. Such notice must state the time when and the place where the meeting is to be held and state briefly the general nature of the business to be transacted thereat and shall contain such information as is reasonably necessary to enable the Holders to make a reasoned decision on the matter.

3.3 Chair. An individual (who need not be a Holder) designated in writing by the Company (if it calls the meeting) shall be the chair of the meeting and if no individual is so designated, or if the individual so designated is not present within fifteen (15) minutes from the time fixed for the holding of the meeting, Holders present in person or by proxy shall choose an individual present to be chair.

3.4 Quorum. At any meeting of the Holders a quorum shall consist of Holders present in person or by proxy and holding more than 50% of the aggregate number of then outstanding Contingent Value 'B' Rights. If a quorum is not present within thirty (30) minutes from the time fixed for holding any meeting, no business shall be transacted at the meeting and the meeting, if summoned by the Holders, shall be dissolved; but in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day in which case it shall be adjourned to the next following Business Day) at the same time and place and the Company shall be required to give notice in respect of such adjourned meeting's new date and time. Any business may be brought before or dealt with at an adjourned meeting which might have been dealt with at the original meeting in accordance with the notice calling the same. At the adjourned meeting the Holders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened, notwithstanding that they may not hold more than 50% of the aggregate number of all then outstanding Contingent Value 'B' Rights.

3.5 Power to Adjourn. The chair of any meeting at which a quorum is present may, with the consent of the meeting, adjourn any such meeting, and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

3.6 Show of Hands. Unless a poll is demanded or required as provided in Section 3.7, every question submitted to a meeting shall be decided in the first place by a majority of the votes given on a show of hands, a declaration by the chair that a resolution has been carried or

carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

3.7 Poll. On every Extraordinary Resolution, and on any other question submitted to a meeting and after a vote by show of hands when demanded by the chair or by one or more of the Holders acting in person or by proxy and holding in the aggregate at least 5% of all the Contingent Value 'B' Rights then outstanding, a poll must be taken in such manner as the chair directs. Questions other than those required to be determined by Extraordinary Resolution shall be decided by a majority of the votes cast on the poll.

3.8 Voting.

(a) On a show of hands, every Person who is present and entitled to vote, whether as a Holder or as proxy for one or more Holders or both, shall have one vote in respect of each Contingent Value 'B' Right held or represented by proxy. On a poll, each Holder present in person or represented by a proxy duly appointed by an instrument in writing shall be entitled to one vote in respect of each Contingent Value 'B' Right held or represented by it. A proxy need not be a Holder. In the case of joint Holders of a Contingent Value 'B' Right, any one of them present in person or by proxy at the meeting may vote in the absence of the other or others; but in case more than one of them is present in person or by proxy, they must vote together in respect of the Contingent Value 'B' Rights of which they are joint Holders. The chair of any meeting shall be entitled, both on a show of hands and on a poll, to vote in respect of any Contingent Value 'B' Rights, if any, held or represented by him, but shall not have a second or deciding vote.

(b) Any resolution proposed to be passed at a meeting of the Holders (including an adjourned meeting) duly convened and held in accordance with the provisions of this Article 3 shall, except in the case of those matters expressly required to be approved by Extraordinary Resolution, be considered duly passed if approved by a majority of the Holders present in person or represented by proxy at the meeting.

3.9 Regulations.

(a) The Company may from time to time make or vary or restate such regulations as it shall from time to time think fit regarding the following:

(i) the setting of the record date for a meeting for the purpose of determining Holders entitled to receive notice of and to vote at the meeting;

(ii) the deposit of instruments appointing proxies at such place and time as the Company or the Holders convening the meeting, as the case may be, may in the notice convening the meeting direct;

(iii) the deposit of instruments appointing proxies at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxies to be mailed, telecopied or sent electronically before the meeting to the Company at the place where

the same is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting;

(iv) the form of the instrument of proxy; and

(v) generally for the calling of meetings of Holders and the conduct of business thereat.

(b) Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Except as such regulations may provide, the only Persons who shall be recognized at any meeting as Holders, or as entitled to vote or be present at the meeting in respect thereof, shall be Holders and Persons whom Holders have by instrument in writing duly appointed as their proxies.

3.10 Company Representation. The Company, by its officers, directors, agents and employees and legal advisors, may attend any meeting of the Holders, and shall be recognized and given reasonable opportunity to speak to any resolutions proposed for consideration by the meeting, but shall not be entitled to vote thereat.

3.11 Powers Exercisable by Extraordinary Resolution.

Subject to applicable law, in addition to the powers conferred upon them by any other provisions of this Certificate or by law, the Holders at a meeting shall have the power, exercisable from time to time by Extraordinary Resolution:

(a) to sanction any modification, abrogation, alteration, compromise or arrangement of the rights of the Holders against the Company whether such rights arise under this Certificate; provided that, no such modification, abrogation, alteration, compromise or arrangement relating to this Certificate is effective unless approved in writing by the Company;

(b) to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Holders; provided that, no such amendment, alteration or repeal of any such Extraordinary Resolution is effective unless approved in writing by the Company; and

(c) to the extent required by any applicable laws or order of a court of competent jurisdiction, assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or other securities of the Company.

3.12 Meaning of Extraordinary Resolution. The expression "Extraordinary Resolution" when used in this Certificate means, subject as provided in in Section 3.14, a resolution passed, at a meeting of Holders duly convened and held in accordance with the provisions of this Article 3 by the affirmative votes of the Holders holding at least 66 2/3% of the aggregate

number of all then outstanding Contingent Value 'B' Rights represented at the meeting and voted on a poll upon such resolution.

3.13 Powers Cumulative. Any one or more of the powers and/or any combination of the powers in this Certificate stated to be exercisable by the Holders by Extraordinary Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers or any combination of powers from time to time shall not be deemed to exhaust the rights of the Holders to exercise the same or any other such power or combination of powers thereafter from time to time.

3.14 Instruments in Writing. All actions which may be taken and all powers which may be exercised by the Holders at a meeting held as provided in this Article 3 may also be taken and exercised by Holders holding at least 66 2/3% of the aggregate number of all then outstanding Contingent Value 'B' Rights by an instrument in writing signed in one or more counterparts by such Holders in person or by attorney duly appointed in writing, and the expression "Extraordinary Resolution" when used in this Certificate shall include an instrument so signed.

3.15 Binding Effect of Resolutions. Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article 3 at a meeting of Holders shall be binding upon all Holders, whether present at or absent from such meeting, and every instrument in writing signed by Holders in accordance with Section 3.14 shall be binding upon all Holders, whether signatories thereto or not, and each and every Holder (subject to the provisions for its indemnity herein contained) shall be bound to give effect accordingly to every such resolution, Extraordinary Resolution and instrument in writing.

4. GENERAL

4.1 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two (2) Business Days after) it is sent by (a) confirmed e-mail; (b) overnight delivery; or (c) registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at [•] in the case of the Company, or the address set forth in the Contingent Value 'B' Right Register, in the case of the Holder.

4.2 Provisions of this Certificate and Contingent Rights for the Sole Benefit of Holder. Nothing in this Certificate, expressed or implied, shall give or be construed to give to any person other than the Company and the Holder, as the case may be, any legal or equitable right, remedy or claim under this Certificate, or under any covenant or provision herein or therein contained, all such covenants and provisions being for the sole benefit of the Company and the Holder.

4.3 Company Successors and Assigns. The Company may assign any or all of its rights, interests and obligations under this Certificate (a) to any Affiliate and (b) to any Person in connection with, or to implement, the Plan of Arrangement (each, a "**Company Permitted Assignee**"), in each case without the consent of the Holder. Except for an assignment effected by operation of law pursuant to the Plan of Arrangement, any Company Permitted Assignee shall, as a condition to such assignment, execute and deliver to the Holder a

written instrument assuming and agreeing to be bound by all terms of this Certificate, including the due and punctual payment of all Contingent Value 'B' Payments and the due and punctual performance and observance of all covenants and obligations of the Company hereunder. Upon the effectiveness of any such assignment, (i) the assignee shall be deemed the "Company" for all purposes hereof and (ii) the assignor shall be released from further obligations hereunder arising after the effective time of such assignment, except for obligations that accrued prior thereto. This Section binds and inures to the benefit of the Company and its successors and permitted assigns, and any successor or Company Permitted Assignee may rely on and further assign in accordance with this Section.

4.4 Governing Law. This Certificate shall be governed by and construed and interpreted in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein without giving effect to the conflicts of laws principles thereof and without reference to the laws of any other jurisdiction.

4.5 Entire Agreement. This Certificate, constitutes the entire agreement among the Company and the Holder hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Company and the Holder with respect to the subject matter hereof.

4.6 Further Assurances. The Company shall make, execute, endorse, acknowledge and deliver any amendments, modifications or supplements hereto and restatements hereof and any other agreements, instruments or documents, and take any and all such other actions, as may from time to time be reasonably requested by Holder to effect, confirm or further assure or protect and preserve the interests, rights and remedies of Holder pursuant to the terms of this Certificate.

[Signature page to follow]

IN WITNESS WHEREOF the Company has caused this Certificate to be signed by its duly authorized officer as of the Effective Date.

CFFI VENTURES INC.

Per: _____
(Authorized Signatory)

SCHEDULE B

DEFINITIONS

"**Advisors**" means, collectively, Cox & Palmer, Osler, Hoskin & Harcourt LLP and Paul, Weiss, Rifkind, Wharton & Garrison, LLP as legal advisors to HPS.

"**Business Day**" means each day, other than a Saturday or Sunday or a statutory or civic holiday, on which banks are open for business in Halifax, Nova Scotia.

"**Capital Stock**" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including partnership interests, membership interests and units or other interests in a trust, and any and all warrants, rights or options to purchase, convertible instruments or other arrangements or rights to acquire any of the foregoing.

"**CFFI Board**" means the board of directors of CFFI.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "Controlled" and "Controlling" have meanings correlative thereto.

"Debt" means, collectively, the "Obligations" under and as defined in the NPA.

"**Debt Documents**" means the "Note Documents" under and as defined in the NPA.

"**Effective Date**" means the date on which the Arrangement Transaction is implemented pursuant to the Plan.

"**Final Order**" means a final order of the Court pursuant to the NSCA, in form and substance satisfactory to the HPS Parties, in their sole discretion, that, *inter alia*, approves the Plan.

"**Governmental Entity**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (i) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (ii) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

"**Interim Order**" means an interim order of the Court pursuant to the NSCA in form and substance acceptable to the HPS Parties, in their sole discretion, that, *inter alia*, approves the calling for the Secured Creditors Meeting and the Unsecured Creditors Meeting to consider and vote on the Plan.

"**Law**" or "**Laws**" means any law, statute, order, decree, consent decree, judgment, rule, regulation, ordinance or other pronouncement having the effect of law whether in Canada,

the United States or any other country, or any domestic or foreign state, county, province, city or other political subdivision or of any Governmental Entity.

"**Material Adverse Change**" means 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 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 Transaction or other transaction in an Alternative Implementation Process.

"**Material Contract**" means each contract, instrument or document (including any amendment to any of the foregoing) of any Company Party or any of its subsidiaries that is material to the business of the Company Parties and their Material Subsidiaries, taken as a whole.

"**Material Subsidiaries**" means any subsidiary of a Company Party which is Controlled by a Company Party.

"**Outside Date**" means May 1, 2026, or such other date as CFFI (on behalf of all Company Parties) and HPS may agree.

"**Person**" means an individual, a corporation, a partnership, a limited liability company, a trust, an unincorporated association, a Governmental Entity or any agency, instrumentality or political subdivision of a Governmental Entity, or any other entity or body.

"**Personal Guarantor**" means John C. Risley.

"**Secured Creditors Meeting**" means the meeting at which, under the NSCA, secured creditors will vote on the Plan.

"**Unsecured Creditors Meeting**" means the meeting at which, under the NSCA, unsecured creditors will vote on the Plan.

SCHEDULE C

FORM OF INTERIM ORDER

[Attached]

2026 Hfx No. _____

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

INTERIM ORDER

BEFORE THE HONOURABLE JUSTICE 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 (as defined herein);

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 [●], 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;

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 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.

CREDITORS' MEETINGS

3. CFFI is permitted to call, hold and conduct a separate meeting for each of: (i) the Secured Creditors; and (ii) the Unsecured Creditors (together with the Secured Creditors, the "**Creditors**" and each a "**Creditor**"), in each case to be held at the offices of McInnes Cooper, as follows:

    a. the meeting of the Secured Creditors (the "**Secured Creditors Meeting**") shall be held at 10:00 a.m. (Atlantic Time) on April 17, 2026, in order for the Secured Creditors to consider, and, if determined advisable, pass a resolution authorizing, adopting and approving, with or without variation, an arrangement pursuant to Section 130 of the Act on the terms set forth in the Plan (subject to any amendments or variations thereto made in accordance with the Support Agreement and the Plan, the "**Arrangement**") and all transactions contemplated therein (the "**Secured Creditors' Arrangement Resolution**").

    b. the meeting of the Unsecured Creditors (the "**Unsecured Creditors Meeting**" and together with the Secured Creditors Meeting, the "**Meetings**") shall be held at 11:00 a.m. (Atlantic Time) on April 17, 2026, in order for the Unsecured Creditors to consider, and, if determined advisable, pass a resolution authorizing, adopting and approving, with or without variation, the Arrangement and all transactions contemplated therein (the "**Unsecured Creditors' Arrangement Resolution**" and, together with the Secured Creditors' Arrangement Resolution, the "**Arrangement Resolutions**" and each an "**Arrangement Resolution**").

4. The Meetings shall be called, held and conducted in accordance with the notice of meeting (the "**Meeting Notice**"), the rulings and directions of the Chair (as defined below), the Act, and this Interim Order, subject to the rulings and directions ordered herein and further Order of this Court.

5. The only persons entitled to attend or speak at the Secured Creditors Meeting shall be:

    a. the Secured Creditors as of the Record Date (as defined below), or their authorized proxyholders, and their respective advisors;

    b. the officers, directors and advisors of CFFI; and

    c. other persons who may receive the permission of the Chair of the Secured Creditors Meeting.

6. The only persons entitled to attend or speak at the Unsecured Creditors Meeting shall be:

a. the Unsecured Creditors as of the Record Date, or their authorized proxyholders, and their respective advisors;

b. the officers, directors and advisors of CFFI; and

c. other persons who may receive the permission of the Chair of the Unsecured Creditors Meeting.

7. CFFI may transact such other business at the Meetings as may otherwise be properly brought before the Meetings by CFFI.

ADJOURNMENTS AND POSTPONEMENTS

8. Subject to the terms of the Support Agreement, CFFI, if it deems advisable, is authorized to adjourn or postpone one or more of the Meetings on one or more occasions, without the necessity of first convening the applicable Meeting or first obtaining any vote of the Secured Creditors or Unsecured Creditors, as applicable, entitled to vote at such Meeting respecting the adjournment or postponement, and notice of such adjournment or postponement may be given by such method as CFFI may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Meetings in respect of adjournments and postponements.

9. Any adjournment or postponement of one or more of the Meetings shall not have the effect of modifying the Record Date for persons entitled to receive notice of or vote at such Meetings. At any subsequent convening or reconvening of an adjourned or postponed Meeting, all proxies will be voted in the same manner as the proxies would have been voted at the Meeting that was adjourned or postponed, except for any proxies that have been effectively revoked or withdrawn prior to the subsequent convening or reconvening of such adjourned or postponed Meeting.

RECORD DATE

10. The record date ("**Record Date**") for determination of:

a. the Secured Creditors entitled to receive a Meeting Notice, a proxy ("**Secured Creditor Proxy**") and entitled to vote at the Secured Creditors Meeting; and

b. the Unsecured Creditors entitled to receive a Meeting Notice, a proxy ("**Unsecured Creditor Proxy**", and together with the Secured Creditor Proxy, the "**Creditor Proxies**" and each a "**Creditor Proxy**"), and entitled to vote at the Unsecured Creditors Meeting,

shall be the 5:00 pm (Atlantic Time) on February 10, 2026.

MEETING MATERIALS

11. The Secured Creditor Proxy in substantially the same form as appears in Schedule "H" to the Disclosure Statement (with such amendments, revisions or supplements thereto as counsel for CFFI may advise are necessary or desirable, subject to the terms of the Plan and provided that any such amendments, revisions or supplements are not inconsistent with the terms of this Interim Order), together with the Meeting Notice and Disclosure Statement (the "**Secured Meeting Materials**") shall be distributed to the Secured Creditors as at the Record Date in accordance with the terms of this Interim Order.

12. The Convenience Class Claim Election, and Unsecured Creditor Proxy in substantially the same form as appear in Schedules "G" and "I" respectively, to the Disclosure Statement (with such amendments, revisions or supplements thereto as counsel for CFFI may advise are necessary or desirable, subject to the terms of the Plan and provided that any such amendments, revisions or supplements are not inconsistent with the terms of this Interim Order), together with the Meeting Notice and Disclosure Statement (the "**Unsecured Meeting Materials**"), shall be distributed to the Unsecured Creditors as at the Record Date in accordance with the terms of this Interim Order.

CHAIR and QUORUM

13. The chair of each of the Meetings (the "**Chair**") shall be determined by CFFI and quorum at each of the Meetings shall be satisfied if two (2) or more persons entitled to vote at the applicable Meeting are present, in person or represented by proxy, at the outset of such meeting.

14. If quorum of Secured Creditors is not present within thirty (30) minutes of the appointed time for the Secured Creditors Meeting, the Secured Creditors Meeting shall stand adjourned to the same day in the next week if a business day and, if such day is not a business day, the next business day thereafter, at the same time and place.

15. If quorum of Unsecured Creditors is not present within thirty (30) minutes of the appointed time for the Unsecured Creditors Meeting, the Unsecured Creditors Meeting shall stand adjourned to the same day in the next week if a business day and, if such day is not a business day, the next business day thereafter, at the same time and place.

SCRUTINEER

16. CFFI shall be entitled to appoint its corporate secretary as scrutineer for the Meetings, acting through its representatives for that purpose, and the scrutineer shall be responsible to report to the Chair on: (i) the deposit and validity of the Creditor Proxies received; (ii) the quorum of the Meetings; and (iii) the polls taken or ballots cast, if any, at the Meetings.

ARRANGEMENT AMENDMENTS

17. Subject to the terms of the Support Agreement, CFFI is authorized to make, subject to the terms of this Interim Order and the Plan, such amendments, modifications or supplements to the Arrangement and the Plan as it may determine are appropriate, without any additional notice, to the Secured Creditors, Unsecured Creditors, or others entitled to receive notice under paragraph 20 hereof (other than as required pursuant to paragraph 18), and the Arrangement and Plan, as so amended, modified or supplemented, shall be the Arrangement and Plan to be submitted to the Meetings and shall be the subject of the Arrangement Resolutions. Subject to the terms of the Support Agreement, amendments, modifications or supplements to the Arrangement and Plan may be made following the Meetings by CFFI, but shall be subject to review and, if appropriate, further direction by this Court at the hearing for the final order to approve the Arrangement (the "**Final Order**").

18. If any amendments, modifications or supplements to the Arrangement or Plan as referred to in paragraph 17 above would, if disclosed, reasonably be expected to affect an Unsecured Creditor or a Secured Creditor's decision to vote for or against the applicable Arrangement Resolution, notice of such amendment, modification or supplement shall be distributed, at least five (5) business days prior to the relevant Meeting, by pre-paid ordinary mail, courier, e-mail, or by the method most reasonably practicable in the circumstances, as CFFI may determine.

AMENDMENTS TO DISCLOSURE STATEMENT

19. Subject to the terms of the Support Agreement, CFFI is authorized to make such amendments, revisions and/or supplements to the draft Disclosure Statement as it may determine and the Disclosure Statement, as so amended, revised and/or supplemented, shall be the Disclosure Statement to be distributed in accordance with this Interim Order.

DISTRIBUTION OF MEETING MATERIALS

20. To effect notice of the Meetings, CFFI shall, within five (5) business days of the granting of this Interim Order or as soon as practicable thereafter, send or deliver, or cause to be sent or delivered, a copy of this Interim Order, the Plan, the Secured Meeting Materials or Unsecured Meeting Materials (as applicable), and such other documents, supplements or other information as CFFI may determine is necessary or desirable and is not inconsistent with the terms of this Interim Order (the "**Meeting Packages**" and each a "**Meeting Package**"), by one or more of recognized courier service, e-mail or such other means as CFFI may determine are reasonable in the circumstances, addressed to the applicable Creditor's email address or last known address as of the Record Date.

21. CFFI may give notice of this Interim Order and any other materials, notices, and Orders in these proceedings (including but not being limited to the Notice of Motion

relating to the motion for the Final Order (the "**Final Application**"), a copy of this Interim Order, the Secured Meeting Materials, the Unsecured Meeting Materials and the Fairness Opinion) by forwarding originals or true copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Creditors or other interested parties at their respective addresses as shown on CFFI's records, and such materials shall be deemed for all purposes to have been received and valid service effected on the following timeframes:

a. in the case of distribution by courier, one (1) business day after receipt by the courier;

b. in the case of distribution by delivery in person, upon receipt thereof by the intended addressee; and

c. in the case of distribution by e-mail or other electronic means, upon the transmission thereof.

22. Notice of amendments, updates or supplements to any of the information provided in the Secured Meeting Materials and the Unsecured Meeting Materials (collectively, the "**Meeting Materials**") may be communicated to the Creditors by notice sent by any of the methods set forth in paragraph 20 above as determined by the directors of CFFI to be the most appropriate method of providing notice.

23. Any amendments, updates or supplements to any of the information provided in the Meeting Materials will be deemed to have been received within the times provided in paragraph 21, in the case of notice provided by courier, delivery in person or delivery by e-mail or other electronic means.

PROXIES

24. CFFI is authorized to use a Secured Creditor Proxy and Unsecured Creditor Proxy, in substantially the same forms as are attached as Schedules "H" and "I" to the Disclosure Statement, subject to CFFI's ability to insert or change dates, the time and location of the Meetings and other relevant information in the final form of Unsecured Creditor Proxy and Secured Creditor Proxy, respectively, and to make other non-substantive changes as legal counsel may advise as are necessary or appropriate.

25. CFFI is authorized to solicit Creditor Proxies directly and through its officers, directors and employees and through such agents or representatives as it may retain for that purpose and by mail, telephone or such other form of personal or electronic communication as it may determine, subject to the terms of the Plan and this Interim Order.

26. The procedures and terms for the use of Creditor Proxies at the Meetings shall be as set out in the Disclosure Statement and in the form of Creditor Proxies and, for greater certainty, completed Creditor Proxies must be forwarded to McInnes Cooper

in the manner specified in the Disclosure Statement and applicable form of Creditor Proxy, such that they are received on or before 5:00 p.m. (Atlantic Time) on April 15, 2026.

VOTING

27. Notwithstanding anything to the contrary in this Interim Order, each Convenience Class Creditor (including any Unsecured Creditor that has validly submitted a Convenience Class Claim Election by the Election Deadline in accordance with this Interim Order and the Plan), will be deemed to vote as an Unsecured Creditor at the Unsecured Creditors Meeting in favour of the Plan. Each such vote shall have a value equal to such Unsecured Creditor's Convenience Class Claim. Convenience Class Creditors shall not be entitled to vote at the Creditors' Meeting, whether in person or by proxy.

28. The only persons entitled to vote in person or by proxy on (i) the Secured Creditors' Arrangement Resolution or such other business as may be properly brought before the Secured Creditors Meeting, shall be those Secured Creditors as at the Record Date; and (ii) the Unsecured Creditors' Arrangement Resolution or such other business as may be properly brought before the Unsecured Creditors Meeting, shall be those Unsecured Creditors (other than Convenience Class Creditors) as at the Record Date, including, for the avoidance of doubt, the HPS Secured Creditors in respect of the Impaired HPS Debt. Illegible votes, spoiled votes, defective votes and abstentions in respect of any ballot(s) conducted at the applicable Meeting shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the applicable Arrangement Resolution.

29. Votes taken at the Secured Creditors Meeting in respect of the Secured Creditors' Arrangement Resolution and any other items of business affecting CFFI properly brought before such Secured Creditors Meeting shall be on the basis that each Secured Creditor as of the Record Date shall be entitled to one (1) vote for each $1.00 of Secured Creditor Claims as at the Record Date, unless the Claim is a Disputed Claim and the value of such Secured Creditor Claim has otherwise been agreed upon by the applicable Creditor, CFFI and HPS, or determined by an Order of the Court, prior to the time of the Secured Creditors Meeting.

30. Votes taken at the Unsecured Creditors Meeting in respect of the Unsecured Creditors' Arrangement Resolution and any other items of business affecting CFFI properly brought before such Unsecured Creditors Meeting shall be on the basis that each Unsecured Creditor as of the Record Date shall be entitled to one (1) vote for each $1.00 of Unsecured Claims as at the Record Date, unless: (i) the Unsecured Creditor is a Convenience Class Creditor, or (ii) the Claim is a Disputed Claim and the value of such Unsecured Claim has otherwise been agreed upon by the applicable Creditor, CFFI and HPS, or determined by an Order of the Court, prior to the time of the Unsecured Creditors Meeting.

31. In order for the Plan to be considered to have been approved at each of the Meetings, subject to: (i) paragraph 42; and (ii) further Order of this Court:

    a. the Secured Creditors' Arrangement Resolution must be passed, with or without variation, at the Secured Creditors Meeting by an affirmative vote of not less than seventy-five (75%) of the aggregate votes of the Secured Creditors voting together as a single class in person or by proxy at the Secured Creditors Meeting (the "**Participating Secured Creditors**") and a majority of the Participating Secured Creditors, as such votes are cast by the Secured Creditors present in person or by proxy and entitled to vote at the Secured Creditors Meeting,

    b. the Unsecured Creditors' Arrangement Resolution must be passed, with or without variation, at the Unsecured Creditors Meeting by an affirmative vote of not less than seventy-five (75%) of the aggregate votes of the Unsecured Creditors voting together as a single class in person or by proxy at the Unsecured Creditors Meeting (the "**Participating Unsecured Creditors**") and a majority of the Participating Unsecured Creditors, as such votes are cast by the Unsecured Creditors present in person or by proxy and entitled to vote at the Unsecured Creditors Meeting (for the avoidance of doubt, such thresholds shall include the votes of Convenience Class Creditors, who are deemed to vote in favour of the Plan);

    The votes set out in subparagraph (a) and (b) above shall be sufficient to authorize CFFI to do all such acts and things as may be necessary or desirable to give effect to the Plan, as it may be amended, revised and/or supplemented pursuant to the terms of the Support Agreement, this Interim Order or further Order of the Court, without the necessity of any further approval by the Creditors, subject only to final approval of the Arrangement by this Court and the satisfaction or waiver of the conditions to the Plan pursuant to its terms.

DISPUTED CLAIMS

32. To the extent any Creditors dispute the value ascribed to their Claims in the Secured Creditor Proxy or Unsecured Creditor Proxy (as applicable) in accordance with the terms of paragraph 33 below, such Claims shall be considered in dispute ("**Disputed Claims**" and each a "**Disputed Claim**").

33. Each Creditor who seeks to dispute the value ascribed to its Claim in the applicable Creditor Proxy must notify CFFI of its decision to dispute the value of its Claim in writing and with supporting documentation by no later than April 10, 2026, in accordance with the terms of the applicable Creditor Proxy or the value of such Creditor's Claim will be deemed to be the value ascribed to the Claim in the applicable Creditor Proxy based on the books and records of CFFI as at the Record Date.

34. Each Creditor with a Disputed Claim against CFFI shall be entitled to attend the Secured Creditors Meeting or Unsecured Creditors Meeting (as applicable) and shall be entitled to one (1) vote for each $1.00 of Claims as at the Record Date, based on the value ascribed to such Claim(s) in the applicable Creditor Proxy, unless the value of any Disputed Clams has otherwise been agreed upon by the applicable Creditor, CFFI and HPS, or determined by an Order of the Court, prior to the time of the applicable Meeting.

35. To the extent the value of any Disputed Claims has not been agreed upon by the applicable Creditor, CFFI and HPS or determined by an order of the Court prior to the time of the Secured Creditors Meeting or Unsecured Creditors Meeting (as applicable), a separate record of votes cast by Creditors holding such Disputed Claims shall be kept by CFFI and reported to the Court.

APPLICATION FOR FINAL ORDER

36. Upon obtaining approval of the Arrangement from the Secured Creditors and the Unsecured Creditors in the manner set forth in this Interim Order, or approval of the Secured Creditor Arrangement (as defined below) from the Secured Creditors in the manner set forth in this Interim Order, CFFI may apply to this Court for final approval of the Arrangement on April 30, 2026.

37. Any person who wishes to oppose the motion for the Final Order must serve upon the lawyers for CFFI and HPS and upon all the parties listed in paragraph 40 below, and file with the Court, a copy of the materials to be used to oppose the Final Application by no later than 5:00 p.m. (Atlantic Time) on the date that is three (3) business days prior to the hearing of the Final Application.

SUFFICIENCY OF NOTICE

38. The distribution of the Meeting Packages, including the Interim Order in the Disclosure Statement, when sent in accordance with paragraphs 20 to 23 hereof, shall constitute notice of the Meetings and the Record Date and constitute good and sufficient service of this Interim Order on all interested persons. Further, no other form of service need be effected and no other material need be served unless a Notice of Appearance is served in accordance with paragraph 39 below.

39. Any Notice of Appearance served in response to the Notice of Motion shall be served on the solicitors for CFFI as soon as reasonably practicable, and, in any event, no less than seven (7) days before the hearing of the Final Application, at the following address:

McInnes Cooper
1969 Upper Water St., Suite 1300
McInnes Cooper Tower - Purdy's Wharf
Halifax, NS
B3J 3R7

Attention: Ben Pryde
Email: ben.pryde@mcinnescooper.com

40. Subject to further order of this Court, the only persons entitled to appear and be heard at the hearing of the Final Application shall be: (i) CFFI; (ii) the Secured Creditors; (iii) the Unsecured Creditors; (iv) any person who has filed a Notice of Appearance herein in accordance with this Interim Order and Nova Scotia Civil Procedure Rules; and (v) their respective legal counsel.

STAY OF PROCEEDINGS

41. From 12:01 a.m. (Atlantic Time) on the date of this Interim Order, 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 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 41 shall not apply to the termination of the Support Agreement in accordance with its respective terms.

SECURED CREDITOR ARRANGEMENT

42. Subject to the terms of the Support Agreement, (i) the provisions of this Interim Order relating to calling, holding and conduct of the Secured Creditors Meeting shall continue to apply with respect to the Secured Creditor Claims in the event that the Applicant seeks approval of a plan of arrangement under Section 130 of the *Companies Act* (Nova Scotia) wherein only the Secured Creditor Claims are proposed to be arranged (a "**Secured Creditor Arrangement**"), and (ii) 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.

GENERAL

43. 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.

44. 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

45. To the extent of any inconsistency or discrepancy with respect to the matters provided for in this Interim Order, as between this 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 Interim Order shall govern.

EXTRA-TERRITORIAL ASSISTANCE

46. 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 Interim Order.

DATED at Halifax, Nova Scotia this 17th day of February, 2026.

PROTHONOTARY

2026 Hfx. No. _____

This is Exhibit "G" referred to in the Affidavit of Brittany Bartlett, sworn to before me on February 14, 2026.

A Barrister of the Supreme Court
of Nova Scotia

STEPHEN KINGSTON
Barrister of the Supreme
Court of Nova Scotia

2026 Hfx No. _____

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

INTERIM ORDER

BEFORE THE HONOURABLE JUSTICE 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 (as defined herein);

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 [●], 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;

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 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.

CREDITORS' MEETINGS

3. CFFI is permitted to call, hold and conduct a separate meeting for each of: (i) the Secured Creditors; and (ii) the Unsecured Creditors (together with the Secured Creditors, the "**Creditors**" and each a "**Creditor**"), in each case to be held at the offices of McInnes Cooper, as follows:

    a. the meeting of the Secured Creditors (the "**Secured Creditors Meeting**") shall be held at 10:00 a.m. (Atlantic Time) on April 17, 2026, in order for the Secured Creditors to consider, and, if determined advisable, pass a resolution authorizing, adopting and approving, with or without variation, an arrangement pursuant to Section 130 of the Act on the terms set forth in the Plan (subject to any amendments or variations thereto made in accordance with the Support Agreement and the Plan, the "**Arrangement**") and all transactions contemplated therein (the "**Secured Creditors' Arrangement Resolution**").

    b. the meeting of the Unsecured Creditors (the "**Unsecured Creditors Meeting**" and together with the Secured Creditors Meeting, the "**Meetings**") shall be held at 11:00 a.m. (Atlantic Time) on April 17, 2026, in order for the Unsecured Creditors to consider, and, if determined advisable, pass a resolution authorizing, adopting and approving, with or without variation, the Arrangement and all transactions contemplated therein (the "**Unsecured Creditors' Arrangement Resolution**" and, together with the Secured Creditors' Arrangement Resolution, the "**Arrangement Resolutions**" and each an "**Arrangement Resolution**").

4. The Meetings shall be called, held and conducted in accordance with the notice of meeting (the "**Meeting Notice**"), the rulings and directions of the Chair (as defined below), the Act, and this Interim Order, subject to the rulings and directions ordered herein and further Order of this Court.

5. The only persons entitled to attend or speak at the Secured Creditors Meeting shall be:

    a. the Secured Creditors as of the Record Date (as defined below), or their authorized proxyholders, and their respective advisors;

    b. the officers, directors and advisors of CFFI; and

    c. other persons who may receive the permission of the Chair of the Secured Creditors Meeting.

6. The only persons entitled to attend or speak at the Unsecured Creditors Meeting shall be:

a. the Unsecured Creditors as of the Record Date, or their authorized proxyholders, and their respective advisors;

b. the officers, directors and advisors of CFFI; and

c. other persons who may receive the permission of the Chair of the Unsecured Creditors Meeting.

7. CFFI may transact such other business at the Meetings as may otherwise be properly brought before the Meetings by CFFI.

ADJOURNMENTS AND POSTPONEMENTS

8. Subject to the terms of the Support Agreement, CFFI, if it deems advisable, is authorized to adjourn or postpone one or more of the Meetings on one or more occasions, without the necessity of first convening the applicable Meeting or first obtaining any vote of the Secured Creditors or Unsecured Creditors, as applicable, entitled to vote at such Meeting respecting the adjournment or postponement, and notice of such adjournment or postponement may be given by such method as CFFI may determine is appropriate in the circumstances. This provision shall not limit the authority of the Chair of the Meetings in respect of adjournments and postponements.

9. Any adjournment or postponement of one or more of the Meetings shall not have the effect of modifying the Record Date for persons entitled to receive notice of or vote at such Meetings. At any subsequent convening or reconvening of an adjourned or postponed Meeting, all proxies will be voted in the same manner as the proxies would have been voted at the Meeting that was adjourned or postponed, except for any proxies that have been effectively revoked or withdrawn prior to the subsequent convening or reconvening of such adjourned or postponed Meeting.

RECORD DATE

10. The record date ("**Record Date**") for determination of:

a. the Secured Creditors entitled to receive a Meeting Notice, a proxy ("**Secured Creditor Proxy**") and entitled to vote at the Secured Creditors Meeting; and

b. the Unsecured Creditors entitled to receive a Meeting Notice, a proxy ("**Unsecured Creditor Proxy**", and together with the Secured Creditor Proxy, the "**Creditor Proxies**" and each a "**Creditor Proxy**"), and entitled to vote at the Unsecured Creditors Meeting,

shall be the 5:00 pm (Atlantic Time) on February 10, 2026.

MEETING MATERIALS

11. The Secured Creditor Proxy in substantially the same form as appears in Schedule "H" to the Disclosure Statement (with such amendments, revisions or supplements thereto as counsel for CFFI may advise are necessary or desirable, subject to the terms of the Plan and provided that any such amendments, revisions or supplements are not inconsistent with the terms of this Interim Order), together with the Meeting Notice and Disclosure Statement (the "**Secured Meeting Materials**") shall be distributed to the Secured Creditors as at the Record Date in accordance with the terms of this Interim Order.

12. The Convenience Class Claim Election, and Unsecured Creditor Proxy in substantially the same form as appear in Schedules "G" and "I" respectively, to the Disclosure Statement (with such amendments, revisions or supplements thereto as counsel for CFFI may advise are necessary or desirable, subject to the terms of the Plan and provided that any such amendments, revisions or supplements are not inconsistent with the terms of this Interim Order), together with the Meeting Notice and Disclosure Statement (the "**Unsecured Meeting Materials**"), shall be distributed to the Unsecured Creditors as at the Record Date in accordance with the terms of this Interim Order.

CHAIR and QUORUM

13. The chair of each of the Meetings (the "**Chair**") shall be determined by CFFI and quorum at each of the Meetings shall be satisfied if two (2) or more persons entitled to vote at the applicable Meeting are present, in person or represented by proxy, at the outset of such meeting.

14. If quorum of Secured Creditors is not present within thirty (30) minutes of the appointed time for the Secured Creditors Meeting, the Secured Creditors Meeting shall stand adjourned to the same day in the next week if a business day and, if such day is not a business day, the next business day thereafter, at the same time and place.

15. If quorum of Unsecured Creditors is not present within thirty (30) minutes of the appointed time for the Unsecured Creditors Meeting, the Unsecured Creditors Meeting shall stand adjourned to the same day in the next week if a business day and, if such day is not a business day, the next business day thereafter, at the same time and place.

SCRUTINEER

16. CFFI shall be entitled to appoint its corporate secretary as scrutineer for the Meetings, acting through its representatives for that purpose, and the scrutineer shall be responsible to report to the Chair on: (i) the deposit and validity of the Creditor Proxies received; (ii) the quorum of the Meetings; and (iii) the polls taken or ballots cast, if any, at the Meetings.

ARRANGEMENT AMENDMENTS

17. Subject to the terms of the Support Agreement, CFFI is authorized to make, subject to the terms of this Interim Order and the Plan, such amendments, modifications or supplements to the Arrangement and the Plan as it may determine are appropriate, without any additional notice, to the Secured Creditors, Unsecured Creditors, or others entitled to receive notice under paragraph 20 hereof (other than as required pursuant to paragraph 18), and the Arrangement and Plan, as so amended, modified or supplemented, shall be the Arrangement and Plan to be submitted to the Meetings and shall be the subject of the Arrangement Resolutions. Subject to the terms of the Support Agreement, amendments, modifications or supplements to the Arrangement and Plan may be made following the Meetings by CFFI, but shall be subject to review and, if appropriate, further direction by this Court at the hearing for the final order to approve the Arrangement (the "**Final Order**").

18. If any amendments, modifications or supplements to the Arrangement or Plan as referred to in paragraph 17 above would, if disclosed, reasonably be expected to affect an Unsecured Creditor or a Secured Creditor's decision to vote for or against the applicable Arrangement Resolution, notice of such amendment, modification or supplement shall be distributed, at least five (5) business days prior to the relevant Meeting, by pre-paid ordinary mail, courier, e-mail, or by the method most reasonably practicable in the circumstances, as CFFI may determine.

AMENDMENTS TO DISCLOSURE STATEMENT

19. Subject to the terms of the Support Agreement, CFFI is authorized to make such amendments, revisions and/or supplements to the draft Disclosure Statement as it may determine and the Disclosure Statement, as so amended, revised and/or supplemented, shall be the Disclosure Statement to be distributed in accordance with this Interim Order.

DISTRIBUTION OF MEETING MATERIALS

20. To effect notice of the Meetings, CFFI shall, within five (5) business days of the granting of this Interim Order or as soon as practicable thereafter, send or deliver, or cause to be sent or delivered, a copy of this Interim Order, the Plan, the Secured Meeting Materials or Unsecured Meeting Materials (as applicable), and such other documents, supplements or other information as CFFI may determine is necessary or desirable and is not inconsistent with the terms of this Interim Order (the "**Meeting Packages**" and each a "**Meeting Package**"), by one or more of recognized courier service, e-mail or such other means as CFFI may determine are reasonable in the circumstances, addressed to the applicable Creditor's email address or last known address as of the Record Date.

21. CFFI may give notice of this Interim Order and any other materials, notices, and Orders in these proceedings (including but not being limited to the Notice of Motion

relating to the motion for the Final Order (the "**Final Application**"), a copy of this Interim Order, the Secured Meeting Materials, the Unsecured Meeting Materials and the Fairness Opinion) by forwarding originals or true copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Creditors or other interested parties at their respective addresses as shown on CFFI's records, and such materials shall be deemed for all purposes to have been received and valid service effected on the following timeframes:

a. in the case of distribution by courier, one (1) business day after receipt by the courier;

b. in the case of distribution by delivery in person, upon receipt thereof by the intended addressee; and

c. in the case of distribution by e-mail or other electronic means, upon the transmission thereof.

22. Notice of amendments, updates or supplements to any of the information provided in the Secured Meeting Materials and the Unsecured Meeting Materials (collectively, the "**Meeting Materials**") may be communicated to the Creditors by notice sent by any of the methods set forth in paragraph 20 above as determined by the directors of CFFI to be the most appropriate method of providing notice.

23. Any amendments, updates or supplements to any of the information provided in the Meeting Materials will be deemed to have been received within the times provided in paragraph 21, in the case of notice provided by courier, delivery in person or delivery by e-mail or other electronic means.

PROXIES

24. CFFI is authorized to use a Secured Creditor Proxy and Unsecured Creditor Proxy, in substantially the same forms as are attached as Schedules "H" and "I" to the Disclosure Statement, subject to CFFI's ability to insert or change dates, the time and location of the Meetings and other relevant information in the final form of Unsecured Creditor Proxy and Secured Creditor Proxy, respectively, and to make other non-substantive changes as legal counsel may advise as are necessary or appropriate.

25. CFFI is authorized to solicit Creditor Proxies directly and through its officers, directors and employees and through such agents or representatives as it may retain for that purpose and by mail, telephone or such other form of personal or electronic communication as it may determine, subject to the terms of the Plan and this Interim Order.

26. The procedures and terms for the use of Creditor Proxies at the Meetings shall be as set out in the Disclosure Statement and in the form of Creditor Proxies and, for greater certainty, completed Creditor Proxies must be forwarded to McInnes Cooper

in the manner specified in the Disclosure Statement and applicable form of Creditor Proxy, such that they are received on or before 5:00 p.m. (Atlantic Time) on April 15, 2026.

VOTING

27. Notwithstanding anything to the contrary in this Interim Order, each Convenience Class Creditor (including any Unsecured Creditor that has validly submitted a Convenience Class Claim Election by the Election Deadline in accordance with this Interim Order and the Plan), will be deemed to vote as an Unsecured Creditor at the Unsecured Creditors Meeting in favour of the Plan. Each such vote shall have a value equal to such Unsecured Creditor's Convenience Class Claim. Convenience Class Creditors shall not be entitled to vote at the Creditors' Meeting, whether in person or by proxy.

28. The only persons entitled to vote in person or by proxy on (i) the Secured Creditors' Arrangement Resolution or such other business as may be properly brought before the Secured Creditors Meeting, shall be those Secured Creditors as at the Record Date; and (ii) the Unsecured Creditors' Arrangement Resolution or such other business as may be properly brought before the Unsecured Creditors Meeting, shall be those Unsecured Creditors (other than Convenience Class Creditors) as at the Record Date, including, for the avoidance of doubt, the HPS Secured Creditors in respect of the Impaired HPS Debt. Illegible votes, spoiled votes, defective votes and abstentions in respect of any ballot(s) conducted at the applicable Meeting shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the applicable Arrangement Resolution.

29. Votes taken at the Secured Creditors Meeting in respect of the Secured Creditors' Arrangement Resolution and any other items of business affecting CFFI properly brought before such Secured Creditors Meeting shall be on the basis that each Secured Creditor as of the Record Date shall be entitled to one (1) vote for each $1.00 of Secured Creditor Claims as at the Record Date, unless the Claim is a Disputed Claim and the value of such Secured Creditor Claim has otherwise been agreed upon by the applicable Creditor, CFFI and HPS, or determined by an Order of the Court, prior to the time of the Secured Creditors Meeting.

30. Votes taken at the Unsecured Creditors Meeting in respect of the Unsecured Creditors' Arrangement Resolution and any other items of business affecting CFFI properly brought before such Unsecured Creditors Meeting shall be on the basis that each Unsecured Creditor as of the Record Date shall be entitled to one (1) vote for each $1.00 of Unsecured Claims as at the Record Date, unless: (i) the Unsecured Creditor is a Convenience Class Creditor, or (ii) the Claim is a Disputed Claim and the value of such Unsecured Claim has otherwise been agreed upon by the applicable Creditor, CFFI and HPS, or determined by an Order of the Court, prior to the time of the Unsecured Creditors Meeting.

31. In order for the Plan to be considered to have been approved at each of the Meetings, subject to: (i) paragraph 42; and (ii) further Order of this Court:

    a. the Secured Creditors' Arrangement Resolution must be passed, with or without variation, at the Secured Creditors Meeting by an affirmative vote of not less than seventy-five (75%) of the aggregate votes of the Secured Creditors voting together as a single class in person or by proxy at the Secured Creditors Meeting (the "**Participating Secured Creditors**") and a majority of the Participating Secured Creditors, as such votes are cast by the Secured Creditors present in person or by proxy and entitled to vote at the Secured Creditors Meeting,

    b. the Unsecured Creditors' Arrangement Resolution must be passed, with or without variation, at the Unsecured Creditors Meeting by an affirmative vote of not less than seventy-five (75%) of the aggregate votes of the Unsecured Creditors voting together as a single class in person or by proxy at the Unsecured Creditors Meeting (the "**Participating Unsecured Creditors**") and a majority of the Participating Unsecured Creditors, as such votes are cast by the Unsecured Creditors present in person or by proxy and entitled to vote at the Unsecured Creditors Meeting (for the avoidance of doubt, such thresholds shall include the votes of Convenience Class Creditors, who are deemed to vote in favour of the Plan);

    The votes set out in subparagraph (a) and (b) above shall be sufficient to authorize CFFI to do all such acts and things as may be necessary or desirable to give effect to the Plan, as it may be amended, revised and/or supplemented pursuant to the terms of the Support Agreement, this Interim Order or further Order of the Court, without the necessity of any further approval by the Creditors, subject only to final approval of the Arrangement by this Court and the satisfaction or waiver of the conditions to the Plan pursuant to its terms.

DISPUTED CLAIMS

32. To the extent any Creditors dispute the value ascribed to their Claims in the Secured Creditor Proxy or Unsecured Creditor Proxy (as applicable) in accordance with the terms of paragraph 33 below, such Claims shall be considered in dispute ("**Disputed Claims**" and each a "**Disputed Claim**").

33. Each Creditor who seeks to dispute the value ascribed to its Claim in the applicable Creditor Proxy must notify CFFI of its decision to dispute the value of its Claim in writing and with supporting documentation by no later than April 10, 2026, in accordance with the terms of the applicable Creditor Proxy or the value of such Creditor's Claim will be deemed to be the value ascribed to the Claim in the applicable Creditor Proxy based on the books and records of CFFI as at the Record Date.

34. Each Creditor with a Disputed Claim against CFFI shall be entitled to attend the Secured Creditors Meeting or Unsecured Creditors Meeting (as applicable) and shall be entitled to one (1) vote for each $1.00 of Claims as at the Record Date, based on the value ascribed to such Claim(s) in the applicable Creditor Proxy, unless the value of any Disputed Clams has otherwise been agreed upon by the applicable Creditor, CFFI and HPS, or determined by an Order of the Court, prior to the time of the applicable Meeting.

35. To the extent the value of any Disputed Claims has not been agreed upon by the applicable Creditor, CFFI and HPS or determined by an order of the Court prior to the time of the Secured Creditors Meeting or Unsecured Creditors Meeting (as applicable), a separate record of votes cast by Creditors holding such Disputed Claims shall be kept by CFFI and reported to the Court.

APPLICATION FOR FINAL ORDER

36. Upon obtaining approval of the Arrangement from the Secured Creditors and the Unsecured Creditors in the manner set forth in this Interim Order, or approval of the Secured Creditor Arrangement (as defined below) from the Secured Creditors in the manner set forth in this Interim Order, CFFI may apply to this Court for final approval of the Arrangement on April 30, 2026.

37. Any person who wishes to oppose the motion for the Final Order must serve upon the lawyers for CFFI and HPS and upon all the parties listed in paragraph 40 below, and file with the Court, a copy of the materials to be used to oppose the Final Application by no later than 5:00 p.m. (Atlantic Time) on the date that is three (3) business days prior to the hearing of the Final Application.

SUFFICIENCY OF NOTICE

38. The distribution of the Meeting Packages, including the Interim Order in the Disclosure Statement, when sent in accordance with paragraphs 20 to 23 hereof, shall constitute notice of the Meetings and the Record Date and constitute good and sufficient service of this Interim Order on all interested persons. Further, no other form of service need be effected and no other material need be served unless a Notice of Appearance is served in accordance with paragraph 39 below.

39. Any Notice of Appearance served in response to the Notice of Motion shall be served on the solicitors for CFFI as soon as reasonably practicable, and, in any event, no less than seven (7) days before the hearing of the Final Application, at the following address:

McInnes Cooper
1969 Upper Water St., Suite 1300
McInnes Cooper Tower - Purdy's Wharf
Halifax, NS
B3J 3R7

Attention: Ben Pryde
Email: ben.pryde@mcinnescooper.com

40. Subject to further order of this Court, the only persons entitled to appear and be heard at the hearing of the Final Application shall be: (i) CFFI; (ii) the Secured Creditors; (iii) the Unsecured Creditors; (iv) any person who has filed a Notice of Appearance herein in accordance with this Interim Order and Nova Scotia Civil Procedure Rules; and (v) their respective legal counsel.

STAY OF PROCEEDINGS

41. From 12:01 a.m. (Atlantic Time) on the date of this Interim Order, 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 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 41 shall not apply to the termination of the Support Agreement in accordance with its respective terms.

SECURED CREDITOR ARRANGEMENT

42. Subject to the terms of the Support Agreement, (i) the provisions of this Interim Order relating to calling, holding and conduct of the Secured Creditors Meeting shall continue to apply with respect to the Secured Creditor Claims in the event that the Applicant seeks approval of a plan of arrangement under Section 130 of the *Companies Act* (Nova Scotia) wherein only the Secured Creditor Claims are proposed to be arranged (a "**Secured Creditor Arrangement**"), and (ii) 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.

GENERAL

43. 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.

44. 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

45. To the extent of any inconsistency or discrepancy with respect to the matters provided for in this Interim Order, as between this 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 Interim Order shall govern.

EXTRA-TERRITORIAL ASSISTANCE

46. 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 Interim Order.

DATED at Halifax, Nova Scotia this 17th day of February, 2026.

PROTHONOTARY