

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

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

**AND IN THE MATTER OF** an application by CFFI Ventures Inc.  
for relief under s. 11 of the CCAA

**NOTICE TO PRODUCE**  
(Rule 15 of the Nova Scotia Civil Procedure Rules)

**O'KEEFE & SULLIVAN**  
Counsel for SFPC Quantum LP  
Suite 202, Purdy's Wharf Tower II  
Halifax, NS, Canada, B3J 3R7

**TO: CFFI VENTURES INC.**  
1-741 Bedford Highway Bedford,  
Nova Scotia B4A 3Z7  
Attention: Nanci Rorabeck  
Email: nrorabeck@cffi.com

**With a copy to counsel:**

**MCINNES COOPER**  
1969 Upper Water Street,  
Suite 1300 McInnes Cooper,  
Purdy's Wharf Tower II,  
Halifax, Nova Scotia B3J 3JR  
Attention: Ben Pryde & Stephen Kingston Email:  
ben.pryde@mcinnescooper.com; stephen.kingston@mcinnescooper.com

1. SFPC Quantum LP ("**Quantum**") hereby demands, pursuant to Rule 15 of the Nova Scotia Civil Procedure Rules, that CFFI Ventures Inc. ("**CFFI**") and FTI Consulting Canada Inc. in its capacity as Monitor (the "**Monitor**") produce for inspection and copying each of the documents set out in the table below.
2. Each document demanded is referenced in, exhibited to, or described in one or more of the three affidavits of Brittany Bartlett sworn in this proceeding: February 14, 2026

(“**Bartlett #1**”), March 11, 2026 (“**Bartlett #2**”), and March 19, 2026 (“**Bartlett #3**”), or in the Monitor’s First Report dated March 19, 2026. The left column of the table sets out the specific paragraph number and the statement made in the relevant affidavit that references the document. The right column identifies the document demanded.

3. Production is required within fifteen (15) days of service of this notice. Documents may be produced by providing legible electronic copies to counsel for Quantum.

BARTLETT AFFIDAVIT PARAGRAPH AND STATEMENT	DOCUMENT DEMANDED FOR PRODUCTION
<b>CATEGORY A – NOTE PURCHASE AGREEMENT AND RELATED SECURITY</b>	
<p><b>Plan, s. 1.1 Bartlett #1 (Feb 14, 2026):</b>  <i>CFFI is the borrower under a Second Amended and Restated Note Purchase and Guarantee Agreement dated as of April 25, 2019 (the “Note Purchase Agreement”). HPS Investment Partners LLC (“HPS”) is agent and lead arranger.</i></p>	<p><b>A1.</b> The Second Amended and Restated Note Purchase and Guarantee Agreement dated April 25, 2019, between CFFI, HPS, and the HPS Secured Creditors, together with all amendments, restatements, waivers, and side letters.</p>
<p><b>Bartlett #1 (Feb 14, 2026), para. 58(c):</b>  <i>“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 Affilaite 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</i></p>	<p><b>A2.</b> The Amended and Restated Pledge and Security Agreement dated April 25, 2019, between CFFI, the Affiliate Guarantors, and HPS.</p>

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<i>and Restated Pledge and Security Agreement).”.”</i>	
<p><b>Bartlett #1 (Feb 14, 2026), para. 58(a):</b>  <i>“guarantees from the Affiliate Guarantors, including BIOX USA, BIOX Holdings, and CFFI Barbados.”</i></p>	<p><b>A3.</b> All guarantee documents executed by Affiliate Guarantors of CFFI in favour of HPS in connection with the Note Purchase Agreement.</p>
<p><b>Bartlett #1 (Feb 14, 2026), para. 58(b):</b>  <i>“a personal guarantee by Mr. Risley.”</i></p>	<p><b>A4.</b> The personal guarantee executed by John Risley in favour of HPS in connection with the Note Purchase Agreement.</p>
<p><b>Bartlett #1 (Feb 14, 2026), paras. 54 and 59:</b>  <i>Para. 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..”</i>  <i>Para. 59: “As at September 30, 2025, approximately \$991.8 million USD was outstanding under the Note Purchase Agreement.”</i></p>	<p><b>A5.</b> A complete statement of all amounts owing by CFFI to HPS under the Note Purchase Agreement as at the date of this Notice, broken down by principal, accrued interest, PIK interest, default interest, and fees, with the basis for any default interest calculation.</p>
<p><b>Bartlett #1 (Feb 14, 2026), para. 72:</b>  <i>“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.”</i></p>	<p><b>A6.</b> All notices of default, reservation of rights letters, waiver letters, forbearance agreements, and compliance certificates delivered under the Note Purchase Agreement from June 2019 to the present date.</p>

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<b>CATEGORY B – HPS GOVERNANCE CONTROL DOCUMENTS</b>	
<p><b>Bartlett #1 (Feb 14, 2026), Exhibit “A” (Plan), definition of “HPS Appointed Directors”:</b>  <i>“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.”</i></p> <p>Plan, s. 2.3(a): <i>“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.”</i></p>	<p><b>B1.</b> All documents pursuant to which HPS holds the right to appoint directors to the CFFI board, including the relevant provisions of the Note Purchase Agreement Debt Documents conferring those rights.</p>
<p><b>Bartlett #1 (Feb 14, 2026), Exhibit “A” (Support Agreement), s. 13:</b>  <i>“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.”</i></p>	<p><b>B2.</b> The power of attorney held by HPS and the HPS Secured Creditors over the equity interests and management of CFFI, as expressly named in s. 13 of the Support Agreement.</p>
<p><b>Bartlett #1 (Feb 14, 2026), Exhibit “A” (Support Agreement), s. 13:</b>  Same as B2 above. The Support Agreement identifies <i>“the pledge”</i> as a discrete instrument separate from the power of attorney, to be revoked on plan implementation.</p>	<p><b>B3.</b> The pledge held by HPS and the HPS Secured Creditors over CFFI’s capital stock and equity interests, as identified separately from the Amended and Restated Pledge and Security Agreement in s. 13 of the Support Agreement.</p>

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<p><b>Bartlett #1 (Feb 14, 2026), Exhibit “A” (Support Agreement), s. 13:</b> Same as B2 above. The Support Agreement refers to <i>“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”</i> beyond the power of attorney and pledge.</p>	<p><b>B4.</b> All other documents pursuant to which HPS holds rights to control the direction, management, and policies of CFFI beyond those identified in B2 and B3 above.</p>
<p><b>Bartlett #1 (Feb 14, 2026), para. 58(c):</b> Discloses HPS security over <i>“all of of CFFI’s or the Affiliate Guarantors’ present and after-acquired personal property”</i>. Monitor’s First Report, para. 41, fn. 5: security review not yet complete.</p>	<p><b>B5.</b> All PPSA financing statements and personal property security registrations filed by or on behalf of HPS against CFFI or any Affiliate Guarantor in any jurisdiction.</p>
<b>CATEGORY C – SUPPORT AGREEMENT AND BOARD GOVERNANCE</b>	
<p><b>Bartlett #1 (Feb 14, 2026), Exhibit “A”:</b> The Support Agreement is exhibited to Bartlett #1 in a scanned, largely illegible format that does not permit adequate review of its operative provisions.</p>	<p><b>C1.</b> The Support Agreement in its entirety, unredacted and in legible electronic form, including all schedules and appendices.</p>
<p><b>Bartlett #1 (Feb 14, 2026), Exhibit “A” (Support Agreement), ss. 5(j), (k), (l):</b> <i>“the Company Parties shall not...terminate or materially amend or alter in any manner any Material Contract...without the prior written consent of HPS, in its sole discretion”;</i> <i>“not enter...into any Material Contracts except with the prior written consent of HPS, in its sole discretion”;</i> <i>“not enter into any Material Contract, except with the prior written consent of HPS, in its sole discretion.”</i></p>	<p><b>C2.</b> All written consents, approvals, and directions provided by HPS to CFFI’s board or management pursuant to ss. 3(j), (k), and (l) of the Support Agreement from the date of the Support Agreement to the present date.</p>
<p><b>Bartlett #1 (Feb 14, 2026), para. 15 and Plan. s. 6.6:</b></p>	<p><b>C3.</b> All CFFI board minutes, resolutions, and written consents from January 1, 2024, to the present date, including those relating to: (a) approval of the Support Agreement; (b) approval of the</p>

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<p><i>“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.”</i></p> <p>Plan, s. 6.6: Mr. Sris is listed as an HPS Party.</p>	<p>Companies Act application; (c) approval of the CCAA application; and (d) establishment and mandate of the Special Committee.</p>
<p><b>Bartlett #1 (Feb 14, 2026), para. 15 and Plan, s. 6.6:</b></p> <p>Mr. Sris is identified as a CFFI Director at para. 15 and as an HPS Party in the Plan at s. 6.6. Ms. Bartlett and Mr. Spavold are both management and Special Committee members.</p>	<p><b>C4.</b> All Special Committee terms of reference, meeting minutes, resolutions, and materials provided to the Special Committee in connection with its evaluation of the proposed transaction.</p>
CATEGORY D – ASSUMED EMPLOYEE LIABILITIES AND MANAGEMENT COMPENSATION	
<p><b>Bartlett #1 (Feb 14, 2026), Exhibit “A” (Plan), s. 2.3(v):</b></p> <p><i>“Each New Holdco Share...shall be...transferred to and acquired by, AcquireCo...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.”</i></p>	<p><b>D1.</b> The schedule or list of Assumed Employee Liabilities, identifying each employee whose liabilities will be assumed by AcquireCo at HPS’s election.</p>
<p><b>Bartlett #1 (Feb 14, 2026), para. 15:</b></p> <p><i>“Ms. Brittany Bartlett – Vice President, Chief Financial Officer and Treasurer.”</i></p> <p>Ms. Bartlett is also the deponent of all three Bartlett Affidavits filed in support of the Initial Order and the ARIO.</p>	<p><b>D2.</b> All employment agreements and services agreements between Brittany Bartlett and CFFI or any HPS affiliate, including any post-closing employment commitment in connection with AcquireCo.</p>
<p><b>Bartlett #1 (Feb 14, 2026), para. 15:</b></p> <p><i>“Mr. Stan Spavold – Director and President.”</i></p>	<p><b>D3.</b> All employment agreements and services agreements between Stan Spavold and CFFI or any HPS affiliate, including any post-closing employment commitment in connection with AcquireCo.</p>

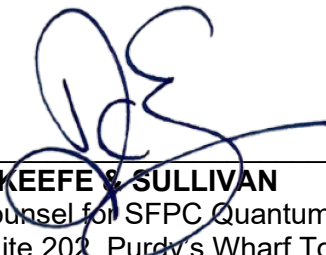
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<p>Mr. Spavold is identified as a member of the Special Committee that evaluated and approved the proposed transaction.</p>	
<p><b>Bartlett #1 (Feb 14, 2026), para. 15:</b>  <i>“Ms. Nanci Rorabeck – Vice President, Chief Legal Officer and Secretary.”</i>  Ms. Rorabeck executed the CFFI Securities Pledge Agreement in favour of Quantum as Secretary of CFFI.</p>	<p><b>D4.</b> All employment agreements and services agreements between Nanci Rorabeck and CFFI or any HPS affiliate, including any post-closing employment commitment in connection with AcquireCo.</p>
<p><b>Bartlett #1 (Feb 14, 2026), Exhibit “A” (Plan), s. 2.3(z):</b>  <i>“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.”</i></p>	<p><b>D5.</b> All retention agreements, stay bonuses, change of control payments, or transaction completion bonuses agreed with any CFFI director, officer, or employee in connection with the proposed transaction.</p>
<b>CATEGORY E – HPS FEE PAYMENTS FROM THE ESTATE</b>	
<p><b>Monitor’s First Report (Mar 19, 2026), Appendix B, fn. 8:</b>  <i>“Restructuring legal counsel includes the legal counsel of McInnes Cooper (counsel to the Applicant) and legal counsel of HPS.”</i>  Projected at \$1,685,000 over the ten-week stay period.</p>	<p><b>E1.</b> All invoices, retainer agreements, and statements of account for legal fees paid or payable by CFFI to Osler, Hoskin &amp; Harcourt LLP and Cox &amp; Palmer in connection with these proceedings or the Companies Act application.</p>
<p><b>Monitor’s First Report (Mar 19, 2026), Appendix B, fn. 8 and ARI0, paras. 28 and 30:</b>  No court order or charge currently authorizes payment of HPS’s legal fees from the estate. No basis for such payment is disclosed in any Bartlett Affidavit.</p>	<p><b>E2.</b> All board approvals, Monitor consents, and other authorizations obtained in connection with the payment of HPS’s legal fees from CFFI’s estate, and any agreement between CFFI and HPS regarding the funding of those costs.</p>
<b>CATEGORY F – EY FAIRNESS OPINION AND WORLD ENERGY GH2</b>	

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<p><b>Bartlett #2 (Mar 11, 2026), Exhibit “A” (EY Fairness Opinion):</b> The Fairness Opinion is exhibited to Bartlett #2 and relied upon in support of the Initial Order. Monitor’s First Report, paras. 17–20: discloses discrepancies between the Fairness Opinion equity investment data and the organizational charts filed with the Court.</p>	<p><b>F1.</b> All documents provided to Ernst &amp; Young LLP in connection with the Fairness Opinion dated March 5, 2026, including any information memorandum, data room access log, and management representations.</p>
<p><b>Bartlett #3 (Mar 19, 2026), Exhibit “A” (revised organizational chart) and Monitor’s First Report, para. 19:</b> <i>“There were also discrepancies in ownership interests between documents due to, inter alia, the corporate chart showing non-diluted interests, and the Fairness Opinion using fully diluted interests (at least in some cases).”</i></p>	<p><b>F2.</b> Any supplementary analysis, updated information, or revised valuation provided to or by EY following the CCAA filing of World Energy GH2 Inc. on or about February 27, 2026, and all documents relating to any change in CFFI’s shareholding in World Energy GH2 Inc. from January 1, 2026, to the present date.</p>

**CONSEQUENCES OF NON-PRODUCTION**

4. Each document demanded herein is referenced in an affidavit filed by CFFI in this proceeding. CFFI cannot rely upon a document as the basis for facts deposed to before this Court and simultaneously refuse to produce that document to an affected party.
5. If CFFI or the Monitor fails to produce any document demanded herein within the time required, Quantum will bring a motion before the Honourable Court seeking an order compelling production, seek costs arising from the refusal, and raise the non-production at any subsequent hearing. Quantum reserves the right to seek a production order against HPS Investment Partners LLC directly in respect of documents not within CFFI’s possession or control.

**DATED** at Halifax, Nova Scotia, this 23<sup>rd</sup> day of March 2026.



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