

Court File No.: CV-26-00035949-00OT
Estate No.: 35-3311888

**ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)**

THE HONOURABLE) FRIDAY, THE 17TH DAY
)
JUSTICE TEN CATE) OF APRIL, 2026

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
REACTOR ENGINEERING GROUP LTD.**



APPROVAL AND VESTING ORDER

THIS MOTION, made by Reactor Engineering Group Ltd. (“**Reactor**”), was heard this day by Zoom videoconference.

ON READING the Motion Record of Reactor, including the Affidavit of Andrew Glover sworn April 10, 2026 and the exhibits thereto (collectively, the “**Fourth Glover Affidavit**”), and the Fourth Report to the Court of BDO Canada Limited (“**BDO**”) in its capacity as proposal trustee (in such capacity, the “**Proposal Trustee**”) dated April 13, 2026 (the “**Fourth Report**”), and on hearing the submissions of counsel for Reactor, counsel for the Proposal Trustee and such other counsel who were present and listed, and no one else appearing for although duly served as appears from the affidavits of service of Mariela Adriana Gasparini sworn April 10 and 13, 2026, filed,

SERVICE

THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPROVAL OF TRANSACTION

1. **THIS COURT ORDERS** that the Amended and Restated Stalking Horse Asset Purchase Agreement made April 10, 2026 (the “**Sale Agreement**”) by Reactor, as vendor, and ATMIS Protective Equipment Inc., as purchaser (in such capacity, the “**Purchaser**”), attached to the Fourth Glover Affidavit as Exhibit “H” and the transaction contemplated by the Sale Agreement (the “**Transaction**”) are hereby approved and the execution of the Sale Agreement by Reactor is hereby authorized and approved, *nunc pro tunc*, with such minor amendments as Reactor and the Purchaser, with the consent of the Proposal Trustee, may deem necessary. Reactor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets (as such term is defined in the Sale Agreement) to the Purchaser.

2. **THIS COURT ORDERS** that Reactor is hereby authorized and empowered to comply with and perform its obligations under the Sale Agreement and any ancillary documents related thereto, as applicable.

VESTING OF THE PURCHASED ASSETS

3. **THIS COURT ORDERS** that upon the delivery of a Proposal Trustee’s certificate to Reactor (or its counsel) and to the Purchaser (or its counsel) substantially in the form attached as **Schedule “A”** hereto (the “**Proposal Trustee’s Certificate**”), all of Reactor’s right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Rady dated January 16, 2026 or any other orders made in this *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) proposal proceeding (the “**Proposal Proceeding**”); and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the

“Encumbrances”) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Proposal Trustee’s Certificate, all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Proposal Trustee to file with the Court a copy of the Proposal Trustee’s Certificate and post it to the website the Proposal Trustee maintains in respect of the Proposal Proceeding (the “**Proposal Trustee’s Website**”), forthwith after delivery thereof to Reactor and the Purchasers, or to their respective counsel.

6. **THIS COURT ORDERS** that the Proposal Trustee and its counsel may rely on written notice from Reactor and the Purchaser, or their respective counsel, regarding the fulfilment or waiver of conditions to closing under the Sale Agreement and shall have no liability with respect to delivery of the Proposal Trustee’s Certificate.

7. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of this Proposal Proceeding;
- (b) any applications for a bankruptcy or receivership order now or hereinafter issued pursuant to the *BIA* or other applicable legislation, in respect of Reactor or its property, and any bankruptcy or receivership order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of Reactor,

the entering into of the Sale Agreement and the vesting of the Purchased Assets in the Purchaser, as applicable, pursuant to this Order shall be binding on any trustee in bankruptcy or receiver that

may be appointed in respect of Reactor and shall not be void or voidable by creditors of Reactor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *BIA* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

PIPEDA

8. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada), the Proposal Trustee and Reactor are authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in Reactor's records pertaining to Reactor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Reactor.

NAME CHANGE

9. **THIS COURT ORDERS** that, notwithstanding section 168 and section 171(3) of the *Business Corporations Act* (Ontario) (the "**OBCA**") or any provision of any other applicable federal or provincial legislation, Reactor is hereby authorized and directed, on or following the delivery of the Proposal Trustee's Certificate, to take any appropriate action to change its name to a name that does not include the words "Reactor", "Harbour" or any similar words, including, but not limited to, filing articles of amendment in accordance with the *OBCA* and registering an amendment, renewal or cancellation of a registration in accordance with the *Business Names Act* (Ontario) (the "**BNA**") or any other applicable federal or provincial legislation, for and on behalf of Reactor for the sole purpose of complying with this paragraph 9, and this Court hereby directs the Director (as defined in the *OBCA*) and the Registrar (as defined in the *BNA*) and any analogous governmental authority to endorse, certify and/or issue such documents and take such further actions as are necessary to give effect to this paragraph 9.

10. **THIS COURT ORDERS** that following the delivery of the Proposal Trustee's Certificate, the style of cause of this Proposal Proceeding shall be hereby amended by being deleted and replaced in its entirety by the following:

AND IN THE MATTER OF OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF [NEW NAME CO]

RELEASES

11. **THIS COURT ORDERS** that, effective as of the Closing Date, the current and former directors and officers of Reactor (in such capacities, collectively, the “**Released Parties**”) shall be deemed to be forever irrevocably released by the Releasing Parties (as hereinafter defined) and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the Closing Date or undertaken or completed in connection with or pursuant to the terms of this Order in respect of, relating to, or arising out of: (i) the business, operations, assets, property and affairs of Reactor wherever or however conducted or governed and the administration and/or management of Reactor, in each case during the Proposal Proceeding; (ii) the Proposal Proceeding; or (iii) the Sale Agreement, any agreement, document, instrument, matter or transaction involving Reactor arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Transaction (collectively, subject to the excluded matters below, the “**Released Claims**”), which Released Claims shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties; provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar (x) any claim that is not permitted to be released pursuant to subsection 50(14) of the *BIA* or claim with respect to any act or omission that is determined by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence, or (y) any obligations of any of the Released Parties under or in connection with the Sale Agreement. “**Releasing Parties**” means any and all Persons, and their current and former affiliates’ current and former members, directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, participants, subsidiaries, affiliates, partners, limited partners, general partners, affiliated

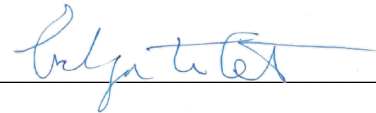
investment funds or investment vehicles, managed accounts or funds, and each of their respective current and former members, equity holders, officers, directors, managers, principals, members, management companies, advisory board members, investment fund advisors or managers, employees, agents, trustees, investment managers, financial advisors, partners, legal counsel, accountants, investment bankers, consultants, representatives, and other professionals, each in their capacity as such.

GENERAL

12. **THIS COURT ORDERS** that Reactor, the Proposal Trustee and the Purchaser may apply to the Court as necessary to seek further orders and directions to give effect to this Order.

13. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist Reactor, the Proposal Trustee and the Purchaser and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to Reactor and the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist Reactor and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

14. **THIS COURTS ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard Time on the date of this Order without any need for filing or entry.



Justice E. ten Cate

Schedule “A” – Form of Proposal Trustee’s Certificate

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PROPOSAL TRUSTEE’S CERTIFICATE

RECITALS

A. Pursuant to the Notice of Intention to Make a Proposal (the “**NOI**”) filed by Reactor Engineering Group Ltd. (“**Reactor**”) pursuant to section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, C. B-3, as amended (the “**BIA**”), BDO Canada Limited was appointed as the Proposal Trustee of Reactor (the “**Proposal Trustee**”).

B. Pursuant to the Approval and Vesting Order of the Ontario Superior Court of Justice dated April 17, 2026 (the “**Approval and Vesting Order**”), the Court approved the Amended and Restated Stalking Horse Asset Purchase Agreement between Reactor and ATMIS Protective Equipment Inc. (the “**Purchaser**”) dated April 9, 2026 (the “**Sale Agreement**”), providing for, among other things, the vesting of the Purchased Assets (as defined in the Approval and Vesting Order) in and to the Purchaser, free and clear of all Claims and Encumbrances (both as defined in the Approval and Vesting Order, with such terms not including Assumed Liabilities), which vesting is to be effective upon the delivery by the Proposal to the Purchaser (or its counsel) and Reactor (or its counsel) of this Proposal Trustee’s Certificate.

C. Unless otherwise indicated or defined herein, capitalized terms used in this Proposal

Trustee's Certificate shall have the meanings given to them in the Approval and Vesting Order and/or the Sale Agreement.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The conditions to Closing as set out in Article 10 of the Sale Agreement have been satisfied or waived by Reactor and the Purchaser, as applicable.
2. The Purchaser has paid and Reactor has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement and/or the Approval and Vesting Order.
3. The Transaction has been completed to the satisfaction of Reactor, the Proposal Trustee and the Purchaser, respectively.

DATED at Toronto, Ontario this _____ day of April, 2026.

**BDO CANADA LIMITED, solely in its capacity as
Proposal Trustee of Reactor Engineering Group
Ltd. and not in its personal capacity**

Per: _____

Name:

Title:

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APPROVAL AND VESTING ORDER

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