This is the 6th affidavit
of Saber Miresmailli in this case
and was made on November 4, 2025

No. B-250186
Estate 11-3209217
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL BY ECOATION INNOVATIVE SOLUTIONS INC.

PETITIONERS

AFFIDAVIT

I, Saber Miresmailli, businessperson, of 1209 Haywood Ave, West Vancouver, British Columbia, AFFIRM THAT:

1. I am the Chief Executive Officer of 0876120 B.C. Ltd., formerly known as Ecoation Innovative Solutions Inc., ("**Ecoation**"), the petitioner in these proceedings. I am a co-founder of Ecoation and am responsible for overseeing the day-to-day operations of the company, its liquidity management, and, ultimately, for assisting in its restructuring. I am familiar with the business and have relied upon the various books and records of Ecoation in preparing this affidavit. As such, I have personal knowledge of the matters deposed to herein. Where I have relied on other sources of information, I have so stated and I believe them to be true. In preparing this affidavit, I have also consulted with Ecoation's co-founder and Chief Technology Officer, Maryam Antikchi, as well as the financial and legal advisors to Ecoation.

2. This affidavit is made in support of an application by Ecoation to approve its creditor proposal (the "**Proposal**") in proceedings under the *Bankruptcy and Insolvency Act,* RSC 1985, c B-3 ("***BIA***").

A. Background

3. Ecoation is in the business of providing industry-leading technology platforms for greenhouse growers. Ecoation's technology platforms include:

(a) technology applications known as "Cropscanner", "OKO IPM", "OKO Yield", and "OKO IPM + Yield" (collectively, the "**Cropscanner OKO Assets**"); and

(b) assets related to a "ROYA" robot (the "**ROYA Assets**").

4. Ecoation's revenues suffered as a result of the COVID-19 pandemic beginning in 2020, and the Russian invasion of Ukraine in 2022. These events caused financial hardship or uncertainty for many of Ecoation's customers, including through global shortages of fertilizers and agricultural materials. Ecoation moved to sell simpler, lower cost products, and while demand increased, Ecoation was unable to generate sufficient revenue to meet company expenses.

5. Given its liquidity issues, Ecoation undertook restructuring efforts prior to these proceedings. Ecoation pitched its business to potential buyers and investors, and ultimately selected an entity related to Biobest Group NV ("**Biobest**") as the best and only viable option for a sale transaction.

6. Unfortunately, delays in the diligence process coincided with Ecoation's largest creditor, His Majesty the King in Right of Canada as represented by the Minister of Agriculture and Agri-Food ("**AAFC**"), requiring a 1-year lump-sum payment on Ecoation's unsecured loan in January 2025. This payment further reduced Ecoation's available liquidity and forced Ecoation to enter these proceedings.

B. NOI Proceedings

7. On April 8, 2025, Ecoation filed a notice of intention ("**NOI**") to make a proposal under Section 50.4 of the *BIA* with the Office of the Superintendent of Bankruptcy, commencing these proceedings (the "**NOI Proceedings**"). KPMG Inc. was appointed as the proposal trustee (the "**Proposal Trustee**").

8. On April 15, 2025, this Court granted an initial order, among other things:

(a) approving a super-priority charge against Ecoation's property and assets in the maximum amount of $150,000 to secure the fees of Ecoation's counsel, the

Proposal Trustee, and the Proposal Trustee's counsel (the "**Administration Charge**");

(b) approving debtor-in-possession financing from an entity related to Biobest, providing Ecoation with up to $1,000,000 of interim financing in these NOI Proceedings (the "**DIP Loan**"); and

(c) approving a super-priority charge against Ecoation's property and assets as security for the DIP Loan, subject only to the Administration Charge.

9. On May 7, 2025, this Court granted the KERP Order, among other things:

(a) approving a $50,000 key employee retention plan and corresponding charge against Ecoation's property and assets;

(b) approving the sale solicitation process (the "**SISP**"), to solicit bids for a sale of all or part of Ecoation's property or business;

(c) authorizing and directing Ecoation to execute and enter into a stalking horse asset purchase agreement for sale of the Cropscanner OKO Assets (the "**Stalking Horse APA**") to an entity related to Biobest.

10. On July 3, 2025, this Court granted an order, among other things, approving the sale of the Cropscanner OKO Assets for:

(a) $1.5 million;

(b) an earnout agreement providing for up to $30,000,000 of additional cash consideration if the purchaser achieves certain business milestones over the next five years (the "**Earnout**"); and

(c) other consideration, pursuant to the Stalking Horse APA.

11. A true copy of the executed sale agreement is attached hereto as **Exhibit A**.

12. On August 8, 2025, this Court granted an order, among other things, approving the sale of the ROYA Assets for total consideration of approximately $45,000.

13. Pursuant to multiple orders of this Court over the course of the NOI Proceedings, the deadline for filing a proposal pursuant to Section 50.4(9) of the *BIA* was extended to September 29, 2025.

C. The Proposal

14. Following the sale of the ROYA Assets, Ecoation negotiated and drafted the Proposal in consultation with the Proposal Trustee.

15. A true copy of the Proposal is attached hereto as **Exhibit B**.

D. Proposal filing and Creditor's Meeting

16. On September 29, 2025, the Proposal Trustee filed the Proposal with the Office of Superintendent of Bankruptcy.

17. On October 6, 2025, the Proposal Trustee sent to all creditors of Ecoation:

    (a) a "Notice of Proposal" including a copy of the Proposal and other materials required pursuant to the *BIA*; and

    (b) the Proposal Trustee's report on the Proposal dated October 6, 2025.

18. A true copy of the Notice of Proposal is attached hereto as **Exhibit C**.

19. On October 17, 2025, the Proposal Trustee held the Creditor's Meeting where the Proposal was passed unanimously by all creditors voting on the Proposal (7 votes in favour to 0 votes against).

E. Remote commissioning statements

20. I acknowledge the solemnity of making a sworn statement/solemn declaration and acknowledge the consequences of making an untrue statement.

21. I was not physically present before the person before whom this affidavit was sworn or affirmed but was in that person's presence using videoconferencing.

AFFIRMED BEFORE ME at Vancouver, British Columbia, on November 4, 2025.

A Commissioner for taking affidavits for British Columbia

CHRISTIAN GARTON
BARRISTER & SOLICITOR
Osler, Hoskin & Harcourt LLP
Suite 3000, Bentall Four
1055 Dunsmuir Street
Vancouver, BC V7X 1K8
TELEPHONE: 604.492.2719

SABER MIRESMAILLI

This is Exhibit "**A**" referred to in the
Affidavit #6 of Saber Miresmailli affirmed
before me at Vancouver, BC, this 4th day
of November 2025

A Commissioner/Notary Public for the
Province of British Columbia

ASSET PURCHASE AGREEMENT

BETWEEN

ECOATION INNOVATIVE SOLUTIONS INC.

as Vendor

AND

1001199137 ONTARIO LIMITED

as Purchaser

DATED AS OF APRIL 29, 2025

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is dated as of April 29, 2025.

BETWEEN:	**ECOATION INNOVATIVE SOLUTIONS INC.**, a corporation incorporated under the *Business Corporations Act* (British Columbia), having its principal place of business at 1209 Haywood Ave, West Vancouver, British Columbia V7T 1V2, Canada (the "**Vendor**")
AND:	**1001199137 Ontario Limited**, a corporation incorporated under the *Business Corporations Act* (Ontario), having its principal place of business at 50 Hazelton Street, Leamington, Ontario, N8H 1B8, Canada; (the "**Purchaser**")

A. **WHEREAS** the Vendor has commenced Insolvency Proceedings to conduct a process to sell all or substantially all of the Vendor's assets pursuant to the SISP Order.

B. **WHEREAS** the Purchaser desires to purchase the Purchased Assets (as defined herein) free and clear of all Encumbrances (as defined below) and assume the Assumed Liabilities (as defined herein), upon and subject to the terms and conditions set out in this Agreement, including acting as a Stalking Horse Bid in the SISP.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained in this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each of the Parties), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

1.1.1 "**Additional Assumed Contract**" is defined in Section 2.4.1;

1.1.2 "**Additional Purchased Asset**" is defined in Section 2.4.1;

1.1.3 "**Affiliate**" means, with respect to any Person, any other Person that controls or is controlled by or is under common control with the referent Person;

1.1.4 "**Agreement**" means this asset purchase agreement, including its preamble, together with its schedules attached hereto and all amendments made to it by written agreement between the Parties;

1.1.5 "**Applicable Laws**" means, with respect to any Person, property, transaction, event or other matter, all federal, provincial, state, foreign or local statutes, laws (including the common law), ordinances, regulations or by-laws, and all Orders having force of law or that is otherwise enforced by a Governmental Authority, in each case relating or applicable to

such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation, to the extent such interpretation has force of law;

1.1.6 "**Approval and Vesting Order**" means a final, unappealable order of the Court issued in the Insolvency Proceedings: (i) approving the sale of the Purchased Assets by the Vendor to the Purchaser pursuant to the terms of this Agreement; (ii) providing for the vesting of all right, title, benefit and interest of the Vendor in and to the Purchased Assets (including assignment of the Assumed Contracts) in and to the Purchaser, free and clear of all Encumbrances, other than the Permitted Encumbrances; (iii) approving the Name Change pursuant to the *Business Corporations Act* (British Columbia); and (iv) any other transactions contemplated by this Agreement; the whole in a form satisfactory to the Purchaser and the Vendor, each acting reasonably;

1.1.7 "**Assignment and Assumption Agreement**" means an assignment and assumption agreement in the form satisfactory to the Parties acting reasonably, duly executed by the Vendor and the Purchaser, effecting the assignment to and assumption by the Purchaser of the Purchased Assets (other than the Intellectual Property) and the Assumed Liabilities;

1.1.8 "**Assignment and Assumption of Lease Agreement**" means an assignment and assumption agreement in a form satisfactory to the Parties acting reasonably, duly executed by the Vendor and the Purchaser, effecting the assignment to and assumption by the Purchaser of the Lease;

1.1.9 "**Assignment Order**" means a final, unappealable order of the Court, assigning to the Purchaser, as applicable, all rights and obligations of the Vendor under the Assumed Contracts for which a consent, approval or waiver is necessary for the assignment of such Assumed Contracts where such consent, approval, or waiver has not been obtained, such order to be in a form satisfactory to the Purchaser;

1.1.10 "**Assumed Contracts**" means, other than Excluded Contracts, all Contracts that are necessary for the operation and management of the Purchased Business in the ordinary course, as listed in **Schedule 2.1.1(A)**, which may be amended from time to time in accordance with Section 2.4.1(b);

1.1.11 "**Assumed Employee Accrued Vacation Pay**" means any outstanding and accrued but unused vacation pay due to all Assumed Employees as of the Closing Date;

1.1.12 "**Assumed Employees**" means all Prospective Employees that accept the Purchaser's Employment Offer;

1.1.13 "**Assumed Liabilities**" is defined in Section 2.2.1;

1.1.14 "**Bill of Sale**" means a bill of sale, in a form satisfactory to the Parties acting reasonably, duly executed by the Vendor and the Purchaser, transferring the tangible personal property included in the Purchased Assets to the Purchaser;

1.1.15 "**Books and Records**" means all books, records, files, papers, books of account and other financial data related to Purchased Business, the Purchased Assets and the Assumed Liabilities in the possession of and reasonably available to the Vendor, including drawings, engineering information, laboratory analysis data, technical reports and environmental

studies and reports including, if applicable, manuals and data, source code, sales and advertising materials, sales and purchase data, trade association files, research and development records, lists of present and former customers and suppliers (including mailing lists), personnel, employment and other records, and all records, data and information stored electronically, digitally or on computer-related media;

1.1.16 "**Break Fee**" is defined in Section 5.3.2;

1.1.17 "**Business Day**" means any day on which commercial deposit-taking banks are generally open for business in Vancouver, British Columbia, other than a Saturday, a Sunday or a day observed as a non-juridical day in either such location under Applicable Laws;

1.1.18 "**Cash Portion**" is defined in Section 3.2.1;

1.1.19 "**Claims**" means all claims, notices, demands, requests complaints, proceedings, actions, arbitrations, suits, causes of action, appeals, audits, hearings, investigations, inquiries, assessments or reassessments (including claims, assessments and reassessments for Tax), charges, judgments, grievances or hearings;

1.1.20 "**Closing**" means the completion of the purchase and sale of the Vendor's right, title and interest in and to the Purchased Assets and the assignment and assumption of the Assumed Liabilities by the Purchaser in accordance with the provisions of this Agreement;

1.1.21 "**Closing Date**" means two (2) Business Days following the date by which all of the conditions in Sections 6.1 and 6.2 have been satisfied or waived by the appropriate Party (other than those conditions that by their nature can only be satisfied as of the Closing Date), or such other date as may be agreed upon by the Parties;

1.1.22 "**Closing Time**" means 12:01 a.m. (Vancouver time) on the Closing Date;

1.1.23 "**Computer Equipment**" means, if any, all computer and office technology materials and equipment which are solely utilized by the Vendor or otherwise necessary for operation of the Purchased Business in the ordinary course, including all such servers, computers, devices, scanners, photocopiers, printers and all hard drives;

1.1.24 "**Conditions Certificates**" is defined in Section 6.3;

1.1.25 "**Confidential Information**" is defined in Section 5.5.1;

1.1.26 "**Contract**" means any pending and executory contract, agreement, lease, understanding, arrangement, or commitment recognized at law or equity, whether oral or written, whether express or implied or arising by a course of conduct or usage of trade, to which the Vendor is a party or by which the Vendor or any of its assets is bound or under which the Vendor has rights;

1.1.27 "**Court**" means the Supreme Court of British Columbia;

1.1.28 "**Cure Costs**" means all amounts, costs and expenses required to be paid to cure any monetary defaults as a condition to securing a counterparty's or any other necessary Person's consent to the assignment of an Assumed Contract, or pursuant to an Assignment Order, and assuming such Assumed Contract or Additional Assumed Contract, if applicable;

1.1.29 "**DIP Facility**" means that certain credit facility in the maximum principal amount of $1,000,000 that the Purchaser made available to the Vendor under that certain DIP Facility Term Sheet dated April 7, 2025 that was approved by an Order of the Court dated April 15, 2025 in the Insolvency Proceedings;

1.1.30 "**Disclosed Canadian Personal Information**" is defined in Section 23;

1.1.31 "**Employees**" means the individuals, who, as of the Closing Date, are employed by the Vendor, whether on a full-time or part-time basis, including individuals who are on an approved leave of absence and employees who have been placed on temporary lay-off, and "**Employee**" means any one of them;

1.1.32 "**Employment Offer**" is defined in Section 5.7.3;

1.1.33 "**Encumbrances**" means any restriction, security interest, security agreement, debenture, lien, Claim, Liability, charge, right of retention, trust, deem trust, judgment, writ of seizure, writ of execution, notice of seizure, notice of execution, notice of sale, hypothec, reservation of ownership, pledge, encumbrance, assignment (as security), get positive arrangement, direction, lease, right of distress, royalty interest, defect of title, legal, equitable or contractual set off or adverse claim of any nature or kind, mortgage or right of a third party (including any contractual right or Transfer Restrictions), in each case, of any nature or kind whatsoever and any agreement option or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing, including any conditional sale or title retention agreement, or any capital or financing lease;

1.1.34 "**Environment**" means the environment or natural environment, and includes the ambient air, air within buildings, all layers of the atmosphere, all water including surface water and underground water (including potable water, navigable water and wetlands), all land and organic and inorganic matter including soil, subsurface strata, stream sediments, wetlands, bodies of water, plant and animal life, plant and animal habitats, living organisms and any other environmental medium or natural resources and all sewer systems, and includes indoor and outdoor air, the surface and subsurface of the earth, bodies of water (including rivers, streams, lakes, aquifers and groundwater) and plant and animal life (including humans);

1.1.35 "**Environmental Law**" means any Applicable Law, Environmental Permits, or binding agreement with any Governmental Authority that relate to (but not limited to): (a) in whole or in part to the Environment, pollution (or the investigation or cleanup thereof), the management or protection of natural resources, endangered or threatened species, human health or safety, or the protection or quality of the Environment; or (b) the presence, release or threatened release of Hazardous Substances in the Environment; or (c) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, handling, production, disposal or remediation of any Hazardous Substances; and includes, without limitation, the *Environmental Management Act* (British Columbia), the *Environmental Assessment Act* (British Columbia), the *Water Sustainability Act* (British Columbia), the *Fisheries Act* (Canada), the *Canadian Environmental Protection Act, 1999* (Canada), each as amended from time to time and each of their respective regulations;

1.1.36 "**Environmental Permit**" means any Permit and License, any and all approvals, authorizations, consents, licenses, filings, registrations, qualifications, orders or other requirements, and any amendments, restatements, or replacements thereto, of any

Governmental Authority, including any waiver, exemption, variance, or exception from these requirements and any certificates of approval, and/or environmental compliance approvals required pursuant to any Environmental Laws;

1.1.37 "**ETA**" means Part IX of the *Excise Tax Act* (Canada), and the regulations made thereunder;

1.1.38 "**Excluded Assets**" means all assets of the Vendor which are not Purchased Assets, including, for greater certainty, the ROYA Assets and all proceeds of any and all refunds, credits and/or other benefits that may be due to the Vendor from a Tax Authority in any jurisdiction in which the Vendor operates;

1.1.39 "**Excluded Contracts**" means all Contracts to which the Vendor is a party or that otherwise relate to or involve the Vendor, other than the Assumed Contracts;

1.1.40 "**Excluded Employees**" means all Employees that are not Assumed Employees;

1.1.41 "**Excluded Liabilities**" means all Liabilities of the Vendor or of any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities, including those specific Liabilities set forth at **Schedule 2.2.2**;

1.1.42 "**Expense Reimbursement**" is defined in Section 5.3.2;

1.1.43 "**Fraud**" means, with respect to the making of any representation or warranty in this Agreement or any Transaction Document, or in any certificate delivered pursuant to this Agreement or any Transaction Document, an act, committed by a Person, with intent to deceive another Person, or to induce another Person to enter into this Agreement or any of the other Transaction Documents or consummate any of the transactions contemplated hereby or thereby and requires: (i) a false representation of material fact made by such Person; (ii) such Person had knowledge that such representation was false; (iii) such Person had an intention to induce the other Person to whom such representation is made to act or refrain from acting in reliance upon it; (iv) such false representation caused that other Person in reliance upon such false representation and with ignorance to the falsity of such representation, to take or refrain from taking such action; and (v) such other Person suffered damage by reason of such reliance. For the avoidance of doubt, "Fraud" shall not include any claim for equitable fraud, promissory fraud, unfair dealings fraud, constructive fraud or any torts (including a claim for fraud) based on negligence;

1.1.44 "**Governmental Authority**" means any: (a) domestic or foreign government, governmental or public department, multinational, federal, provincial, state, regional, territorial, municipal, local, governmental or public department, ministry, central bank, court, tribunal, arbitral body, agency, commission, board or bureau, domestic or foreign; (b) any quasi-governmental body or agency exercising any regulatory, administrative, expropriation or Tax Authority under or for the account of any of the foregoing; (c) any judiciary or quasi-judiciary tribunal, court or body, arbitrator, arbitral or other tribunal; and (d) any other entity insofar as it exercises a legislative, judicial, regulatory, administrative, expropriation or taxing power or function of or pertaining to the government, having jurisdiction over the Purchased Assets, the Parties or the transaction hereunder;

1.1.45 "**GST/HST**" means the goods and services tax and harmonized sales tax imposed under the ETA;

1.1.46 "**Hazardous Substances**" means, without limitation: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws or may have, an adverse effect on the environment, any ecological system or natural resource, the use or enjoyment of property, or human health or safety and includes any "contaminant" or "pollutant", any substance defined or regulated as "deleterious", "hazardous", "toxic", or "dangerous" or any type of "waste", in each case which is defined or regulated by any applicable Law; (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls; and (c) any waste or material defined as hazardous waste under any Environmental Law, as amended, but without the limitations placed by any provision of that regulation on the definition of hazardous waste;

1.1.47 "**Insolvency Proceedings**" means a proposal proceeding in respect of the Vendor commenced on April 8, 2025 under the *Bankruptcy and Insolvency Act* (Canada);

1.1.48 "**Intellectual Property**" means all intellectual property and proprietary rights of the Vendor, and all rights of the Vendor therein and thereto, whether registered or unregistered, whether existing now or in the future, and whether arising under statutory or common law or otherwise, anywhere in the world, including all rights to enforce, license, assign, or otherwise exploit such rights and all claims for past, present or future infringement, misappropriation or violation thereof, and all rights to sue for and recover damages or other remedies with respect to the foregoing, which are solely utilized by the Vendor or otherwise necessary for operation of the Purchased Business in the ordinary course, including:

(a) all patents, patent applications, invention disclosures, and other patent rights, including all reissues, provisionals, continuations, continuations-in-part, divisions, extensions, and reexaminations;

(b) all registered and unregistered trade-marks, service marks, trade names, business names, brand names, logos, slogans, trade dress, and other indicia of origin, and all applications, registrations, renewals and goodwill associated therewith, including social media handles, internet domain names, and uniform resource locators;

(c) all registered and unregistered copyrights and copyrightable works, including all copyright in and to software, computer programs, databases, source code, object code, scripts, user interfaces, layouts, technical documentation, training materials, and associated registrations and applications;

(d) all industrial designs, mask works, circuit topographies, and design rights;

(e) all trade secrets and other confidential or proprietary information, including inventions (whether or not patentable), invention disclosures, know-how, technical data, algorithms, designs, drawings, specifications, prototypes, formulations, models, methods, procedures, techniques, processes, business methods, development tools, workflows, and technology;

(f) all rights in and to data, datasets, data structures, data labeling and annotation, data compilations, databases, data analytics systems, and other data assets, including

those used in or generated by artificial intelligence, machine learning, or automated decision-making technologies;

(g) all artificial intelligence models and systems, including training data, training sets, fine-tuned models, inference engines, neural network weights, embeddings, prompts, reinforcement learning outputs, decision logic, and related assets, tools and frameworks;

(h) all economic and moral rights of authors and inventors, rights of attribution and integrity, publicity rights, and privacy rights;

(i) all other intellectual and proprietary rights of any kind or nature, and all derivatives, enhancements, improvements and modifications of any of the foregoing;

(j) any neighbouring or moral rights or goodwill associated with the foregoing; and

(k) all of the Intellectual Property listed on **Schedule 2.1.1(C)**;

1.1.49 "**Intellectual Property Assignment Agreement**" means an assignment and assumption agreement in a form satisfactory to the Parties acting reasonably, duly executed by the Vendor and the Purchaser, effecting the assignment to and assumption by Purchaser of the Intellectual Property;

1.1.50 "**Interim Period**" means the period from the signing of this Agreement to the Closing;

1.1.51 "**ITA**" means the *Income Tax Act* (Canada), and the regulations made thereunder;

1.1.52 "**Lease**" means the real property lease dated September 23, 2024, between Saber Miresmailli, as landlord, and the Vendor, as tenant, with respect to the property located at 1209 Haywood Avenue, West Vancouver, British Columbia V7T 1V2;

1.1.53 "**Liabilities**" means, with respect to any Person, any and all liabilities or obligations of such Person of any kind, character or description, whether known or unknown, direct or indirect, absolute or contingent, accrued or not accrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accounted or disclosed on the financial statements of such Person, and "**Liability**" means any one of them;

1.1.54 "**Name Change**" is defined in Section 5.10;

1.1.55 "**Order**" means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority;

1.1.56 "**Outside Date**" means June 30, 2025, or such other date as the Parties may mutually agree;

1.1.57 "**Party**" means each of the Vendor or the Purchaser individually and "**Parties**" means the Vendor and the Purchaser jointly;

1.1.58 "**Permits and Licenses**" means all permits, authorizations, certificates, certifications, clearances, certificates of authorization, certificates of compliance, authorizations, licenses, regulatory licenses, approvals, registrations and regulatory registrations or similar

with any Governmental Authority or pursuant to any laws used or held by the Vendor or other evidence of authority issued to, granted to, conferred upon, or otherwise created for, the Vendor including those related to the Purchased Assets and the Assumed Contracts, and explicitly including those listed on **Schedule 2.1.1(B)** hereto;

1.1.59 "**Permitted Encumbrances**" means those Encumbrances related to the Purchased Assets set forth on **Schedule 1.1.59**, which may be modified by the Purchaser prior to the granting of the Approval and Vesting Order in accordance with the terms hereof;

1.1.60 "**Person**" includes any individual, trust, trustee, executor, administrator, legal personal representative, estate, firm, partnership, joint venture, venture capital fund, joint stock company, association, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status;

1.1.61 "**Personal Information**" means any information about an identifiable individual as defined in Applicable Laws;

1.1.62 "**Proposal Trustee**" means KPMG Inc. in its capacity as proposal trustee of the Vendor in the Insolvency Proceedings;

1.1.63 "**Proposal Trustee's Certificate**" means the certificate to be delivered by the Proposal Trustee to the Vendor and the Purchaser on Closing and thereafter filed by the Proposal Trustee with the Court certifying that it has received the Conditions Certificates, pursuant to the Approval and Vesting Order;

1.1.64 "**Prospective Employee**" means all Employees of the Vendor that have been or will be made an Employment Offer by the Purchaser in accordance with the terms of this Agreement;

1.1.65 "**PST**" means the sales tax imposed under the PSTA;

1.1.66 "**PSTA**" means the *Provincial Sales Tax Act* (British Columbia);

1.1.67 "**Purchase Price**" is defined in Section 3.1;

1.1.68 "**Purchased Assets**" is defined in Section 2.1.1;

1.1.69 "**Purchased Business**" means technology development with respect to real-time monitoring and data collection based on artificial intelligence, machine learning and sensor-based technology, including patents, know-how, source code, Intellectual Property, data, information and systems in connection with the applications known as "Cropscanner", "OKO IPM", "OKO Yield" and "OKO IPM + Yield";

1.1.70 "**Purchaser**" is defined in the preamble;

1.1.71 "**Recognition Order**" is defined in Section 5.3.7;

1.1.72 "**Release**" means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal;

1.1.73 "**Released Parties**" is defined in Section 9.4.1;

1.1.74 "**Representative**" when used with respect to a Person means each director, officer, employee, consultant, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person;

1.1.75 "**Restricted Rights**" is defined in Section 2.3.4;

1.1.76 "**ROYA Assets**" means the technology development, including patents, know-how, source code, intellectual property, data, information, systems, property, assets or undertaking owned, licensed or used in connection with the application known as "ROYA", *provided that* any such asset that is also owned, licensed or used in respect of a Purchased Asset shall be deemed a Purchased Asset unless otherwise agreed to by the Purchaser (acting reasonably);

1.1.77 "**SISP**" means the sale and investment solicitation process, to be conducted pursuant to the sale and bidding procedures on customary terms for transactions of a similar nature and context, which shall (i) include this Agreement as the Stalking Horse Bid, (ii) include an open bidding process not to exceed 30 days (subject to the Court's discretion), and (iii) otherwise be in form and substance satisfactory to the Purchaser and Vendor (each acting reasonably) and the Proposal Trustee;

1.1.78 "**SISP Order**" means an order of the Court, in form and substance acceptable to the Purchaser, approving, among other things: (a) the SISP; (b) this Agreement as the Stalking Horse Bid in the SISP; and (c) the Break Fee and Expense Reimbursement;

1.1.79 "**Stalking Horse Bid**" is defined in Section 5.3.1;

1.1.80 "**Successful Bid**" is defined in Section 5.3.1;

1.1.81 "**Successful Bidder**" is defined in Section 5.3.1;

1.1.82 "**Surviving Provisions**" is defined in Section 8.2;

1.1.83 "**Tax**" or "**Taxes**" means all taxes, duties, fees, premiums, assessments, reassessments, imposts, levies, rates, withholdings, dues, government contributions and other charges of any kind imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, consumption, sales, use, PST, GST/HST, Quebec sales tax, school, value-added (or *ad valorem*), excise, stamp, withholding, business, property, development, occupancy, employer health, payroll, employment, health, social services, all surtaxes, all customs duties and import and export taxes, and all employment insurance, health insurance and Canada, Québec and other Governmental Authority pension plan premiums or contributions;

1.1.84 "**Tax Authority**" means the Canada Revenue Agency, the Internal Revenue Service and any other national, state, local, provincial or other Governmental Authority responsible for the administration, implementation, assessment, determination, enforcement, compliance, collection or other imposition of any Taxes;

1.1.85 "**Transaction Document(s)**" means any agreement, document, instrument or transfer document required to be delivered in relation to or at the Closing;

1.1.86 "**Transfer Restrictions**" means any and all restrictions on the transfer of interests in property, including rights of first refusal, consent rights of corporate directors or general partners, rights of first offer, shotgun rights, purchase options, conversion rights, change of control consent rights, put or forced sales provisions or similar rights of shareholders, general or limited partners, corporate directors, members or lenders in respect of such interests;

1.1.87 "**Transfer Taxes**" means all applicable Taxes, including, where applicable, GST/HST, PST, consumption, sales, use, transfer or land transfer which are payable upon or in connection with the transactions contemplated by this Agreement and any filing, registration, recording or transfer fees payable in connection with the instruments of transfer provided for in this Agreement; and

1.1.88 "**Vendor**" is defined in the preamble.

1.2 Articles, Sections and Headings

The division of this Agreement into articles, sections and schedules and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

1.3 Interpretation

The term "including" means "including, without limiting the generality of the foregoing". References to articles, sections or schedules are to articles, sections and schedules of this Agreement or of its schedules unless otherwise expressly stated and a reference to a document, instrument, or agreement also refers to all its respective addenda, exhibits, or schedules. Reference to a statute or statutory provision refers, unless specified otherwise, to that statute or statutory provision as it may be amended, or to any restated or successor statute or statutory provision of comparable effect.

1.4 Currency

Except as expressly provided in this Agreement, all references to currency in this Agreement are to Canadian dollars.

1.5 Calculation of Time

1.5.1 *Calculation of Time.* Unless otherwise specified, if a period within or following which any payment is to be made or act is to be done is expressed in days, the day on which the period starts is not counted, but the day on which the period ends is. If the period is expressed in months, it expires on the day, in the last month, that bears the same calendar number as the day of the act or notice having given rise to the period; if there is no such calendar number in that month, the period expires on the last day of the month. Where the last day of any period is not a Business Day, that period will be extended to the next Business Day following the day on which it would otherwise end.

1.5.2 *Business Days.* Any action to be taken or payment to be made pursuant to this Agreement which would otherwise be required to be made on a day that is not a Business Day, must be taken or made on the first Business Day following that day.

1.5.3 *Time of Day*. All references to times of the day are to the times of the day in Vancouver, British Columbia.

1.6 Schedules

The following schedules are incorporated by reference and deemed to be part of this Agreement:

Schedule 1.1.59	-	Permitted Encumbrances
Schedule 2.1.1	-	Purchased Assets
Schedule 2.1.1(A)	-	Assumed Contracts
Schedule 2.1.1(B)	-	Permits and Licenses
Schedule 2.1.1(C)	-	Intellectual Property
Schedule 2.1.1(D)	-	Equipment
Schedule 2.2.1	-	Assumed Liabilities
Schedule 2.2.2	-	Excluded Liabilities
Schedule 3.2.1	-	Earn Out
Schedule 3.3	-	Allocation of Purchase Price

ARTICLE 2
PURCHASE AND SALE

2.1 Purchase and Sale of Purchased Assets

2.1.1 In consideration for the Purchase Price and subject to the terms and conditions of this Agreement, on the Closing Date, the Vendor shall sell, transfer and convey to the Purchaser, free and clear of all Encumbrances (but excluding only the Permitted Encumbrances), and the Purchaser shall purchase, free and clear of all Encumbrances (but excluding only the Permitted Encumbrances), all of the Vendor's right, title and interest in, to and under the assets that are necessary, desirable, or advisable for the continued operation and management of the Purchased Business in the ordinary course, including those set forth at **Schedule 2.1.1** (collectively the "**Purchased Assets**"), to the extent and as provided for in the Approval and Vesting Order.

2.1.2 For greater certainty, notwithstanding any other provision of this Agreement, this Agreement does not constitute an agreement by the Purchaser to purchase, or by the Vendor to sell, any Excluded Asset, and all such assets and properties shall be excluded from the Purchased Assets.

2.2 Assumed and Excluded Liabilities

2.2.1 The Purchaser shall assume, on the Closing Date, and shall pay, perform and discharge when due after the Closing, those liabilities of the Vendor listed in **Schedule 2.2.1** ("**Assumed Liabilities**").

2.2.2 Pursuant to the Approval and Vesting Order, following the Closing Time, save and except for the Assumed Liabilities, all Excluded Liabilities shall be excluded and not be binding

on the Purchaser or the Purchased Assets following the Closing Time. For clarity, the Purchaser shall not assume and shall not be responsible in any manner whatsoever to pay, perform or discharge any of the Excluded Liabilities.

2.3 Transfer and Assignment of Assumed Contracts

2.3.1 Subject to the terms and conditions of this Agreement, the Vendor hereby agrees to assign to the Purchaser, and the Purchaser hereby agrees to assume from the Vendor, on the Closing Date, all of the Vendor's rights, benefits and interests in, to and under the Assumed Contracts, in accordance with this Agreement. The Vendor shall use commercially reasonable efforts to obtain any necessary consents or approvals, including, for clarity, any such consents or approvals from any Governmental Authority, in order to assign the Assumed Contracts as of the Closing. The Vendor will use commercially reasonable efforts and take all commercially reasonable actions to cause the Assumed Contracts to be assigned by the Vendor to the Purchaser as of the Closing. The Purchaser will use commercially reasonable efforts and take all commercially reasonable actions to assist the Vendor in obtaining any such consent or approval in respect of the Assumed Contracts as of the Closing.

2.3.2 For greater certainty, and notwithstanding anything else herein contained, the Purchaser shall be entitled to communicate with the counterparty to any Assumed Contract to which the Vendor is a party in connection with the transactions contemplated by this Agreement, together and in consultation with the Vendor, and the Vendor shall take all such commercially reasonable actions as are necessary to facilitate such communications by the Purchaser. For Assumed Contracts requiring the consent of a third party to be validly assigned and for which such consent has not been obtained prior to Closing, their conveyance unto the Purchaser shall be made pursuant to an Assignment Order.

2.3.3 To the extent that any Assumed Contract is not assignable without the consent or approval of the counterparty or any other Person, and such consent or approval has not already been obtained, the Vendor's interest in, to and under such Assumed Contract may be assigned and conveyed to the Purchaser pursuant to an Assignment Order and, subject to the payment of the Cure Costs (which shall be paid pursuant to Section 3.2.1(b)) related to such Assumed Contract (if applicable), and, if/when an Assignment Order is obtained in respect of such Assumed Contract, the Purchaser shall accept the assignment of such Assumed Contract on such terms.

2.3.4 Notwithstanding the foregoing, to the extent that any Assumed Contract is not assignable without the consent or approval of the counterparty or any other Person, and such consent or approval has not already been obtained and the Assumed Contract is not assignable pursuant to any Assignment Order (in each case, "**Restricted Rights**"), the Vendor shall, from and after the Closing Date, hold such Contracts in trust for the Purchaser until such time as consent and/or an Assignment Order has been obtained, to the extent applicable. If a consent to transferring the Restricted Rights to the Purchaser is not obtained, or such assignment is not attainable (including by way of an Assignment Order), the Vendor and Purchaser will cooperate and use their respective commercially reasonable efforts to implement a mutually agreeable arrangement pursuant to which the Purchaser may obtain the benefits and assume the liabilities and obligations related to such Restricted Rights in accordance with this Agreement.

2.4 Assignment of Additional Purchased Assets, Additional Assumed Contracts and Additional Exclusions

2.4.1 From the date of this Agreement until the date that is two (2) Business Days before the hearing for the Approval and Vesting Order, the Purchaser, acting reasonably and in good faith, shall be entitled to:

(a) as it relates to the Purchased Business, designate any additional undertakings, property and assets of the Vendor which were not previously designated as Purchased Assets (each an "**Additional Purchased Asset**"). The Parties further agree that **Schedule 2.1.1** shall be deemed updated to include any such Additional Purchased Assets; and

(b) as it relates to the Purchased Business, designate any additional Contracts which were not previously designated as Assumed Contracts as such (each an "**Additional Assumed Contract**"). The Parties further agree that **Schedule 2.1.1(A)** shall be deemed updated to include any such Additional Assumed Contract. Sections 2.3.2, 2.3.3 and 2.3.4 apply to Additional Assumed Contracts.

Notwithstanding the foregoing, no ROYA Assets may be designated as Additional Purchased Assets or Additional Assumed Contracts. For greater certainty, there shall be no adjustment to the Purchase Price as a result of a Purchaser electing to designate any Additional Purchased Asset or Additional Assumed Contract which were not previously designated as such.

2.4.2 From the date of this Agreement until the date that is two (2) Business Days before the hearing for the Approval and Vesting Order, the Purchaser, acting reasonably and in good faith, shall have the right to request that specific additional assets, Contracts and/or Liabilities be designated as, respectively, Excluded Assets, Excluded Contracts, and Excluded Liabilities. Such requests shall be made in writing to the Proposal Trustee, specifying the assets, Contracts and/or Liabilities to be excluded. The Proposal Trustee shall promptly review and, in consultation with the Vendor and the Purchaser, implement any such exclusions. For greater certainty, there shall be no adjustment to the Purchase Price as a result of the Purchaser electing to have any specific additional assets, Contracts and/or Liabilities being designated as, respectively, Excluded Assets, Excluded Contracts, and Excluded Liabilities.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price

The aggregate purchase price payable by the Purchaser to the Vendor for the Purchased Assets is One Million Five Hundred Thousand Canadian Dollars ($1,500,000 CAD) (the "**Purchase Price**"), which shall be payable in accordance with Section 3.2, plus applicable Transfer Taxes.

3.2 Satisfaction of Purchase Price

3.2.1 The Purchase Price shall be paid and satisfied as follows:

(a) all amounts accrued and outstanding under the DIP Facility shall be applied against the Purchase Price;

(b) the aggregate amount of Cure Costs for each Assumed Contract shall be paid directly by the Purchaser to the respective counterparty of the applicable Assumed Contract, and such aggregate amounts shall be applied against the Purchase Price;

(c) assuming the aggregate amount of the Assumed Employee Accrued Vacation Pay;

(d) the balance of the Purchase Price after deducting the amounts contemplated by clauses (a), (b) and (c) above shall be paid by the Purchaser to the Proposal Trustee in trust by wire transfer of immediately available funds to an account designated in writing by the Proposal Trustee (such net amount being the "**Cash Portion**");

(e) by the Purchaser assuming the Assumed Liabilities; and

(f) the grant of the right to the Earn Out (as defined in **Schedule 3.2.1**) payments (if any).

3.3 Allocation of Purchase Price

On or before the Closing Date, the Purchase Price will be allocated among the Purchased Assets as set out in **Schedule 3.3** to this Agreement. The Vendor and the Purchaser will cooperate in the filing of any elections under the ITA, the ETA, the PSTA, or any other Tax law as may be necessary or desirable to give effect to that allocation for Tax purposes. The Vendor and the Purchaser will prepare and file their respective Tax returns in a manner consistent with that allocation and those elections.

3.4 Transfer Taxes

Transfer Taxes payable in respect of the transaction contemplated by this Agreement are the responsibility and for the account of the Purchaser. If the Vendor is required by Applicable Laws or by an administration thereof to collect any Transfer Tax from the Purchaser, the Purchaser shall pay such Transfer Tax to the Vendor concurrently with the payment of the Purchase Price pursuant to this Agreement. If the Vendor is not required by Applicable Laws or by the administration thereof to collect such Transfer Tax, the Purchaser shall report and pay such Transfer Tax to the applicable Tax Authority and shall provide evidence of such payment to the Vendor. As the Vendor is registered for the collection of the PST imposed under the PSTA, the Purchaser shall pay any PST owing to the Vendor at Closing and report and pay such PST to the applicable Tax Authority, and, if applicable and advisable, the Purchaser shall provide a duly completed and executed Form FIN490 to the Vendor on or prior to the Closing Date.

3.5 Elections

3.5.1 If available, at the Closing, the Vendor and the Purchaser will on or before the Closing Time jointly execute an election, in the prescribed form and containing the prescribed information, to have subsection 167(1) of the ETA apply to the sale and purchase of the Purchased Assets hereunder so that no tax is payable in respect of such sale and purchase under the ETA. The Purchaser will file such election with the Tax Authority in the manner and within the time prescribed by the ETA. The Purchaser shall be responsible for the payment of any amount of GST/HST payable in respect of its purchase of the Purchased Assets pursuant hereto.

3.5.2 To the extent applicable, the Vendor and the Purchaser, as applicable, shall jointly execute and file an election under subsection 20(24) of the ITA, in the manner required by subsection 20(25) of the ITA, and the equivalent provisions of any provincial Applicable Laws, with respect to the amount paid by the Vendor to the Purchaser for assuming future

obligations. the Vendor and the Purchaser acknowledge that a portion of the Purchased Assets transferred by the Vendor and the Purchaser pursuant to this Agreement with a value equal to the amount elected under subsection 20(24) of the ITA is being transferred by the Vendor and the Purchaser as a payment for the assumption by the Purchaser of such future obligations.

3.5.3 In accordance with the requirements of the ITA, the regulations thereunder, the administrative practice and policy of the Canada Revenue Agency and any applicable equivalent or corresponding provincial or territorial legislative, regulatory and administrative requirements, the Vendor and the Purchaser shall make and file, in a timely manner, a joint election(s) to have the rules in Section 22 of the ITA, and any equivalent or corresponding provision under applicable provincial or territorial tax legislation, apply in respect of the accounts receivable that is a portion of the Purchased Assets, and shall designate therein that portion of the Purchase Price allocated to such accounts receivable in accordance with the procedures set out in Section 3.3 as the consideration paid by the Purchaser to the Vendor.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Vendor

The Vendor represents and warrants to the Purchaser and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement, that as at the date hereof and as of the Closing Date:

(a) *Capacity*. The Vendor is a corporation duly and validly incorporated, organized and subsisting under the *Business Corporations Act* (British Columbia). Subject to the granting of the Approval and Vesting Order, the Vendor has the corporate power, authority and capacity to execute and deliver this Agreement and all other Transaction Document(s) to which it is a party, as contemplated herein and to perform its obligations under this Agreement and under all such other Transaction Document(s).

(b) *Authorization*. Subject to the granting of the Approval and Vesting Order, the execution and delivery of this Agreement and all other agreements and instruments to be executed by it as contemplated herein (including, for clarity, the Transaction Document(s)) and the completion of the transactions contemplated by this Agreement and all such other Transaction Document(s) to which it is a party, have been duly authorized by all necessary corporate action on the part of the Vendor.

(c) *No Conflict.* Subject to the granting of the Approval and Vesting Order, the execution, delivery and performance by the Vendor of this Agreement does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event of condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the constating documents of the Vendor.

(d) *Enforceability of Obligations*. Subject to the granting of the Approval and Vesting Order, this Agreement constitutes a valid and binding obligation of the Vendor enforceable against it in accordance with its terms.

(e) *No Proceedings.* Unless otherwise known to the Purchaser, there are no proceedings pending against the Vendor or, to the knowledge of the Vendor, threatened, with respect to, or in any manner affecting, the Purchased Assets, or which would reasonably be expected to enjoin, delay, restrict or prohibit the transfer of all or any part of the Purchased Assets or the Closing of the transaction as contemplated by this Agreement, or which would reasonably be expected to delay, restrict or prevent the Vendor from fulfilling any of their obligations as set forth in this Agreement.

(f) *No Other Agreements to Purchase.* Except for the Purchaser's rights under this Agreement and unless otherwise known to the Purchaser, no Person has any contractual right, option or privilege for the purchase or acquisition from the Vendor of the Purchased Assets.

(g) *Assumed Contracts*. All Contracts of the Vendor that are necessary for the continued operation, management, or support of the Purchased Business in the ordinary course are listed in **Schedule 2.1.1(A)**.

(h) *Residence*. The Vendor is a resident of Canada for purposes of the ITA.

(i) *No Broker*. The Purchaser will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated by this Agreement because of any action taken by, or agreement or understanding reached by, the Vendor.

(j) *GST/HST*. The Vendor is registered for the collection of the GST/HST under the ETA and its registration number is: 821614658 RT0001.

4.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Vendor that as at the date hereof and as of the Closing Date:

(a) *Capacity and No Violation of Purchaser*. The Purchaser has been duly incorporated under the laws of Ontario and is validly subsisting. The Purchaser has the corporate or legal power and authority to own its assets and carry on business as currently owned and carried on. This Agreement has been duly signed by the Purchaser and constitutes legal, valid and binding obligations enforceable against the Purchaser in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting creditors' rights generally.

(b) *Absence of Conflicts*. The Purchaser is not party to, bound or affected by or subject to any terms or conditions of its constating documents or by-laws or Applicable Laws or Permits and Licenses that would be violated, breached, or under which any default would occur or with notice or the passage of time would be created, as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any Transaction Document(s).

(c) *Absence of Legal Proceedings*. There are no actions, suits, claims, investigations or other legal proceedings pending or, to the Purchaser's knowledge, threatened against or by the Purchaser that challenge, seek to prevent, enjoin or delay, or otherwise may have the effect of the foregoing in respect of, the transactions contemplated by this Agreement.

(d) *No Broker*. The Purchaser does not have any liability of any kind to any broker, intermediary, agent or any similar Person for or on account of the transactions provided for under this Agreement.

(e) *GST/HST*. The Purchaser is registered for the collection of the GST/HST under the ETA and its registration number is: 767704968TZ0001 RT0001.

4.3 As-is, Where-is Sale

4.3.1 The Purchaser acknowledges and confirms that, notwithstanding any other provision in this Agreement, except for the representations and warranties of the Vendor set forth at Section 4.1, the Vendor does not make any further representation or warranty, whether express or implied, statutory or otherwise, including with respect to the Vendor, the Purchased Assets, the Assumed Liabilities or this Agreement and the transactions associated with this Agreement.

4.3.2 Subject to the representations and warranties set out at Section 4.1, the Purchaser acknowledges and agrees that it is purchasing the Purchased Assets on an "*as is, where is"* basis and on the basis that the Purchaser has conducted to its satisfaction an independent inspection, investigation and verification of the Purchased Assets and the Assumed Liabilities and has determined to proceed with the transaction contemplated herein and will accept the same at the Closing Time in their then current state, condition, location, and amounts, subject to all Permitted Encumbrances.

4.3.3 Until Closing, the Purchased Assets shall remain at the risk of the Vendor. After Closing occurs, the Purchased Assets shall be at the sole risk of the Purchaser.

ARTICLE 5
COVENANTS

5.1 Commercially Reasonable Efforts

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to cause the conditions set forth in article 6 to be satisfied and to facilitate and cause the consummation of the transactions contemplated hereby.

5.2 Access

5.2.1 During the Interim Period, the Vendor shall give, or cause to be given, to the Purchaser, and its Representatives, reasonable access during normal business hours to the Purchased Assets to conduct such investigations, inspections, surveys or tests thereof and of the financial and legal condition of the Purchased Assets as the Purchaser reasonably deems necessary or desirable to further familiarize themselves with the Purchased Assets. Without limiting the generality of the foregoing: (a) the Purchaser and its representatives shall be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; and (b) the Purchaser and its representatives shall be permitted to contact and discuss the transactions contemplated herein with Governmental Authorities and the Vendor's customers and contractual counterparties. The Vendor shall co-operate reasonably in facilitating such investigations, inspections, surveys and tests and shall furnish copies of all such documents and materials relating to such matters as may be reasonably requested by or on behalf of the Purchaser.

5.3 SISP and Approval and Vesting Order

5.3.1 The Vendor shall serve on the service list for the Insolvency Proceedings and file with the Court, as soon as practicable after the signature of this Agreement, a motion for the SISP Order to be heard on or before May 8, 2025 (or such later date the Court may schedule). The SISP Order shall recognize the offer by the Purchaser and the Purchase Price: (i) as a baseline or "stalking horse bid" in respect of the Purchased Assets (the "**Stalking Horse Bid**"); and (ii) as a deemed "Qualified Bid" (as defined in the SISP Order), with an attendant right on the part of the Purchaser to participate as a bidder. The Purchaser acknowledges and agrees that the aforementioned process is in contemplation of determining whether a superior bid can be obtained for the Purchased Assets, and that the Stalking Horse Bid may be the winning bid for the Purchased Assets (the "**Successful Bid**" and the Person submitting such Successful Bid, the "**Successful Bidder**").

5.3.2 In consideration for the Purchaser's expenditure of time and money and agreement to act as the initial bidder through the Stalking Horse Bid, and the preparation of this Agreement, and in performing due diligence pursuant to this Agreement, and subject to the Court's approval, the Purchaser shall be entitled to repayment of: (i) an expense reimbursement in a maximum aggregate amount of Seventy-Five Thousand Canadian Dollars ($75,000 CAD) for its reasonable and documented fees and disbursements incurred in connection with the negotiation, preparation and execution of this Agreement (the "**Expense Reimbursement**"); and (ii) a break fee in the amount of Fifty Thousand Canadian Dollars ($50,000 CAD) (the "**Break Fee**"), which in each case shall be payable to the Purchaser, on behalf of the Vendor, in the event that the Stalking Horse Bid is not the Successful Bid.

5.3.3 The payment of the Break Fee and Expense Reimbursement shall be approved in the SISP Order and shall, if payable pursuant to Section 5.3.2, be payable by the Successful Bidder to the Purchaser, on behalf of the Vendor, within five (5) Business Days of the closing of the transaction contemplated by the Successful Bid.

5.3.4 The Parties acknowledge and agree that the Break Fee and Expense Reimbursement amount represents a fair and reasonable estimate of the costs and damages that will be incurred by the Purchaser as a result of preparing and entering into, and not completing the transactions contemplated by this Agreement, and is not intended to be punitive in nature nor to discourage competitive bidding for the Purchased Assets. For certainty, the Break Fee and Expense Reimbursement do not form part of the Purchase Price.

5.3.5 Notwithstanding anything contained herein to the contrary, in the event that the Purchaser is not the Successful Bidder under the SISP, then upon selection of the other Successful Bid: (i) this Agreement shall be terminated (subject to Sections 8.2 and the Purchaser's entitlement to the Break Fee and Expense Reimbursement under Sections 5.3.2 to 5.3.5); (ii) the Purchaser shall be entitled to the Break Fee and Expense Reimbursement under Sections 5.3.2 to 5.3.5; and (iii) neither Party hereto shall have any further Liability or obligation hereunder, except as expressly provided for in this Agreement.

5.3.6 If no qualified bids (except for the Stalking Horse Bid) are received by the bid deadline in the SISP, the Vendor shall forthwith bring a motion to the Court to obtain the Approval and Vesting Order and, if granted, shall proceed with completing the transactions contemplated by this Agreement forthwith. The Vendor shall use its commercially reasonable efforts to seek the issuance and entry of the Approval and Vesting Order. The Purchaser shall cooperate with the Vendor in their efforts to obtain the issuance and entry of the Approval and Vesting Order. The Purchaser, at its own expense, will promptly

provide to the Vendor and the Proposal Trustee all such information within their possession or under its control as the Vendor or the Proposal Trustee may reasonably require to obtain the Approval and Vesting Order, including with respect to any additional parties who should be served with the motion for the Approval and Vesting Order. If the approval of the Approval and Vesting Order or any other Orders of the Court relating to this Agreement, is appealed, or if a motion for leave to appeal, or a stay of the Approval and Vesting Order or any other Orders of the Court relating to this Agreement is sought, the Vendor agrees to take all actions as may be commercially reasonable and appropriate to oppose any such appeal, motion for leave to appeal, or stay of the Approval and Vesting Order, or any other Orders of the Court relating to this Agreement.

5.3.7 If reasonably required by the Purchaser to give effect to the provisions of the Approval and Vesting Order to transfer the Purchased Assets located or domiciled in the United States of America or any other foreign jurisdiction free and clear of all Encumbrances as required hereunder, the Purchaser shall notify the Vendor and Proposal Trustee in writing requiring such parties to seek an order of the United States Bankruptcy Court, among other things, recognizing the Approval and Vesting Order on a final basis with full force and effect in the United States or in any other competent jurisdiction (the "**Recognition Order**"). Upon receipt of such notice, the Vendor and Proposal Trustee shall seek and obtain such Recognition Order from the United States Bankruptcy Court, or another court of competent jurisdiction acceptable to the Purchaser. The Vendor and Proposal Trustee shall also seek and obtain a Recognition Order in any other foreign jurisdiction required by the Purchaser in order to give effect to the terms of this Agreement and the transactions contemplated hereunder. The terms of any Recognition Order shall be in form and substance acceptable to the Purchaser. Notwithstanding anything to the contrary in this Agreement, the Purchaser shall directly pay any and all fees and expenses, plus applicable taxes, incurred by the Proposal Trustee (including legal fees and expenses (plus applicable taxes) of the Proposal Trustee), as foreign representative, in connection with any Recognition Order sought pursuant to this Section 5.3.7.

5.4 Vendor's Covenants during the Interim Period

5.4.1 During the Interim Period, the Vendor shall perform all obligations required or desirable to be performed by them under this Agreement, cooperate, in a commercially reasonable manner, with the Purchaser in connection therewith, and perform all such other actions as may be necessary or desirable in order to consummate or make effective, as soon as reasonably practicable, the transactions contemplated under this Agreement, and, without limiting the generality of the foregoing, the Vendor shall, and shall cause its Affiliates to:

(i) keep in full force and effect all existing insurance policies covering or relating to the Purchased Assets and give any notice or present any claim under any such insurance policies consistent with past practice of the Vendor in the ordinary course of business;

(ii) act diligently to, upon reasonable consultation with the Purchaser, oppose, lift or rescind any Order seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the transactions contemplated under this Agreement and defend, or cause to be defended, any action to which they are a party or brought against them or any of their respective directors or officers challenging this Agreement or the transactions contemplated thereby;

(iii) act diligently to satisfy all conditions precedent set forth in this Agreement;

(iv) comply promptly with all requirements imposed by Applicable Law or Orders applicable to the Vendor with respect to this Agreement or the transactions contemplated thereby; and

(v) not take any action, or refraining from taking any commercially reasonable action, or permitting any action to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to prevent, delay or otherwise impede the consummation of the transactions contemplated by this Agreement.

5.4.2 During the Interim Period, except: (i) as contemplated or permitted by this Agreement; (ii) as necessary in connection with the Insolvency Proceedings; (iii) as otherwise provided in any Order; or (iv) as consented to by the Purchaser, such consent not to be unreasonably withheld, conditioned or delayed, the Vendor shall, and shall cause its Affiliates to, continue to maintain its business and the Purchased Assets in substantially the same manner as conducted on the date of this Agreement, which, for clarity, shall include a restriction on conveying, encumbering, selling, assigning or otherwise disposing of any of the Purchased Assets or Assumed Contracts.

5.4.3 During the Interim Period, the Vendor shall not do any of the following without the prior written consent of the Purchaser (such consent not to be unreasonably withheld, conditioned or delayed):

(a) transfer, lease, license, sell, abandon, create any new Encumbrance on, or otherwise dispose of any of the Purchased Assets or any portion thereof or interest therein, other than in the ordinary course of business in all material respects consistent with past practice;

(b) enter into any new agreement or commitments in respect of or which may affect or relate to the Purchased Assets or the Assumed Contracts;

(c) amend, modify or terminate any existing agreements relating to the Purchased Assets or the Assumed Contracts or Assumed Liabilities; or

(d) effect, commit to effect or cause to be effected any expenditure in relation to any of the foregoing or any capital expenditure with respect to the Purchased Business, except in the ordinary course of its business, consistent with past practice; or

(e) terminate any Prospective Employees.

5.4.4 During the Interim Period, the Vendor shall promptly notify the Purchaser in writing of:

(a) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, Order, approval, agreement, amendment or confirmation) of such Person (or another Person) is or may be required in connection with this Agreement or the transactions contemplated thereby;

(b) unless prohibited by Applicable Law, any notice or other communication from any Governmental Authority in connection with any tax or regulatory investigation or any other investigation, this Agreement or the transactions contemplated thereby (and the Vendor shall contemporaneously provide a copy of any such written notice or communication to the Purchaser); or

(c) any Claim commenced or, to the knowledge of the Vendor, threatened against, relating to or involving or otherwise affecting the Vendor, the Purchased Assets or the Assumed Contracts, or which could reasonably be expected to prevent or materially delay the consummation of the transactions contemplated under this Agreement.

5.5 Confidentiality

5.5.1 Each Party shall keep confidential all non-public information related to the other Party or its Affiliates which is furnished to such Party by the other Party or its Affiliates or on its behalf (for the purposes of this Section 5.5, the "**Confidential Information**") and shall use the Confidential Information only for the purpose of implementing the transactions contemplated under this Agreement and for no other purpose, and shall not disclose such Confidential Information in any manner whatsoever, in whole or in part, except: (i) with the prior written consent and approval of the disclosing party; (ii) to their Representatives on a confidential basis; (iii) if required by Applicable Laws provided that such party shall immediately notify the disclosing party of any request for disclosure purported to be required under Applicable Laws and shall permit the disclosing party at its expense to seek a protective order or take other appropriate actions, and will reasonably cooperate with the disclosing party in such efforts of such disclosing party; (iv) as required in order for any of the Purchaser or any of the Vendor, as applicable, to enforce or defend their respective rights under this Agreement; or (v) in accordance with the SISP Order.

5.5.2 Information disclosed by a Party hereunder shall not be considered Confidential Information if it was at the time of disclosure generally available to the public (other than as a result of disclosure by a Party) or was known to the receiving party prior to receipt thereof from the other Party or which such Party obtained from an independent third party who was under no obligation of confidentiality with respect to such information.

5.5.3 In the event that a Party provides Confidential Information to its Representatives, it shall inform such Representatives of the confidential nature of such Confidential Information and shall cause each of its Representatives to treat such Confidential Information confidentially in accordance with this Section 5.5 and not disclose such Confidential Information. Each Party shall be responsible for any failure of any of its Representatives to comply with this Section 5.5.

5.5.4 If this Agreement is terminated pursuant to Section 8.1, each Party shall: (a) promptly return to the disclosing party or destroy all physical copies of any Confidential Information, then in such Party's or its Representatives' possession, (b) destroy all electronic copies of the Confidential Information in a manner that ensures that such Confidential Information may not be retrieved or undeleted by such party or its Representatives in the ordinary course, and (c) deliver to the disclosing party a confirmation executed by a duly authorized senior officer of such party indicating that the requirements hereunder have been satisfied in full, provided that such Party may retain data or electronic records containing the Confidential Information solely for the purposes of legal or regulatory compliance, backup, recovery, contingency planning or business continuity planning, so long as such data or records are not accessible in the ordinary course of business and are not accessed except as required for legal or regulatory compliance, backup, recovery, contingency planning or business continuity planning purpose.

5.5.5 For the avoidance of doubt, the confidentiality obligations set forth in this Section 5.5 shall not apply to the Purchaser following the Closing with respect to any information relating

to the Purchased Assets, or in relation to any information relating to the Purchased Business in connection with the transaction (but shall continue to apply in respect of the Excluded Assets).

5.6 Risk of Loss

Notwithstanding anything to the contrary contained herein, in the event any of the Purchased Assets are damaged or destroyed or appropriated, expropriated or seized by any Person, on or prior to the Closing Date, the Vendor shall promptly so notify the Purchaser and the Purchaser shall have the option, in its discretion, exercisable by notice to the Vendor prior to the Closing Date to: (1) not complete the transactions contemplated by this Agreement, in which case this Agreement will terminate in accordance with Section 8.1 immediately upon the Purchaser giving written notice of such termination or (2) will complete the transactions contemplated by this Agreement without reduction of the Purchase Price, in which event all proceeds of insurance or compensation for damage, destruction, appropriation, expropriation or seizure in respect thereof, to a maximum of the Purchase Price, will be payable to the Purchaser and all right and claim of the Vendor, as applicable, to any such amounts not paid by the Closing Date will be assigned to the Purchaser.

5.7 Employee Matters

5.7.1 The Vendor will provide to the Purchaser, at least ten (10) days prior to the Closing, with a list of the Employees in its employ.

5.7.2 The Vendor shall calculate the Assumed Employee Accrued Vacation Pay and shall provide such calculation to the Purchaser at least ten (10) days prior to the Closing. Assumed Employee Accrued Vacation Pay shall be a deduction to the Purchase Price.

5.7.3 The Purchaser will, at least five (5) Business Days before the Closing, offer employment (the "**Employment Offer**") to those Employees identified as Prospective Employees, and those offers will be effective on the Closing Date but will be conditional on the Closing.

5.7.4 Each Prospective Employee that accepts the Purchaser's Employment Offer shall be considered an Assumed Employee.

5.7.5 For greater certainty, the Vendor acknowledges and agrees that the Purchaser is not assuming any compensation or other amounts owed to any Assumed Employees, including wages, salary, bonus, vacation pay (except the Assumed Employee Accrued Vacation Pay) or other remuneration, for any period relating to the service with the Vendor at any time before the Closing Date.

5.7.6 For greater certainty, any compensation or other amounts owed to any Assumed Employees, including wages, salary, bonus, vacation pay (except the Assumed Employee Accrued Vacation Pay) or other remuneration, for any period relating to the service with the Vendor at any time before the Closing Date shall be an Excluded Liability. Upon becoming an Assumed Employee, such Employee shall be deemed to be terminated by the Vendor. The Purchaser shall only assume obligations of Assumed Employees arising from and after the Closing Date.

5.7.7 In the event that a Prospective Employee does not accept the Purchaser's Employment Offer, such Prospective Employee shall be considered an Excluded Employee and all Liabilities of any kind relating to such Excluded Employee shall be considered an Excluded

Liability. For greater certainty, any Employee that is not a Prospective Employee shall be an Excluded Employee and all associated Liabilities shall be an Excluded Liability.

5.8 Preservation of Records

The Purchaser shall take all reasonable steps to preserve and keep the Books and Records for a period of six years from the Closing Date, or for any longer period as may be required by any Applicable Law or Order, and shall make such Books and Records available to the Vendor on a timely basis, as may be reasonably requested by the Vendor in connection with the Vendor's rights or obligations under this Agreement or relating to any inquiries, investigations or proceedings of or before any Governmental Authority with jurisdiction over the Vendor. Notwithstanding the foregoing, the Purchaser shall not be obligated to provide such records to the extent that doing so would: (a) violate Applicable Law, (b) violate an obligation of confidentiality owing to an independent person, or (c) jeopardize the protection of a solicitor-client privilege.

5.9 Personal Information

The Parties confirm that Personal Information governed by applicable Canadian privacy laws disclosed in connection with this Agreement (the "**Disclosed Canadian Personal Information**") is necessary for the purposes of determining whether to proceed with the transactions contemplated by this Agreement and, if the determination is made to proceed with the transactions, to complete them. At all times, the Purchaser shall protect all Disclosed Canadian Personal Information using security safeguards appropriate to the sensitivity of the information. Prior to Closing, the Purchaser shall not use or disclose the Disclosed Canadian Personal Information for any purposes other than those related to determining if it shall proceed with the transactions contemplated by this Agreement, the performance of this Agreement, or the consummation of the transactions contemplated by this Agreement. Following the consummation of the transactions contemplated by this Agreement, the Parties: (a) shall not use or disclose the Disclosed Canadian Personal Information for any purposes other than those for which the information was initially collected, unless additional consent is obtained, or as otherwise permitted or required by Applicable Laws; (b) shall protect the confidentiality of all Disclosed Canadian Personal Information in a manner consistent with security safeguards appropriate to the sensitivity of the information; and (c) shall give effect to any withdrawal of consent with respect to the Disclosed Canadian Personal Information. If the transactions contemplated by this Agreement do not proceed, the Purchaser shall return to the Vendor or, at the Vendor's request, securely destroy the Disclosed Canadian Personal Information within a reasonable period of time.

5.10 Change of Vendor Name

Within ten Business Days following the Closing, the Vendor shall take all necessary action, including the filing of a notice of alteration with the applicable Governmental Authority, to legally change the Vendor's name to "0876120 B.C. Ltd." or any other name that does not contain the word "Ecoation" or the phrase "Ecoation Innovative Solutions", and is not reasonably likely to be confused with either such word or phrase (the "**Name Change**").

ARTICLE 6
CONDITIONS

6.1 Conditions for the Benefit of the Purchaser

The obligations of the Purchaser to purchase the Purchased Assets and assume the Assumed Liabilities shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions precedent (each of which is for the Purchaser's exclusive benefit and may be waived in writing by the

Purchaser, in whole or in part at their option, and any one or more of which, if not satisfied or waived, will relieve the Purchaser of any obligation under this Agreement):

6.1.1 the Approval and Vesting Order shall have been issued and entered by the Court and shall not have been vacated, set aside or stayed, subject to appeal, or a motion for leave to appeal and shall be final and executory or executory notwithstanding any appeal, or motion for leave to appeal;

6.1.2 the Vendor shall have executed and delivered or caused to have been executed and delivered to the Purchaser at the Closing all the documents contemplated in Section 7.2;

6.1.3 each of the representations and warranties made in favour of the Purchaser pursuant to this Agreement shall have been true and correct in all respects on the Closing Date as if made on and as of such date, and the Purchaser shall have received a certificate from the Vendor addressed to the Purchaser and dated as of the Closing Date confirming same;

6.1.4 each of the obligations and covenants of the Vendor under this Agreement to be performed or complied with on or before the Closing Date shall have been performed or complied with in all material respects; and

6.1.5 no Claim or Order will be pending by any Person to enjoin or prohibit the completion of the transactions provided for in this Agreement in accordance with the provisions herein, including, for clarity, the sale and purchase of the Purchased Assets and the assumption of the Assumed Liabilities,

and the Vendor shall take all such actions, steps and proceedings as are within its control as may be necessary to ensure that the conditions listed above in this Section 6.1 are fulfilled at or before the Closing Date.

6.2 Conditions for the Benefit of the Vendor

The obligations of the Vendor to sell the Purchased Assets shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions precedent (each of which is for the exclusive benefit of the Vendor and may be waived in writing by the Vendor, in whole or in part at its option, and any one or more of which, if not satisfied or waived, will relieve the Vendor of any obligation under this Agreement):

6.2.1 the Approval and Vesting Order shall have been issued and entered by the Court and shall not have been vacated, set aside or stayed, and shall be final and executory or executory notwithstanding appeal;

6.2.2 the Purchaser shall have executed and delivered or caused to have been executed and delivered to the Vendor at the Closing all the documents and deliverables contemplated in Section 7.3;

6.2.3 each of the representations and warranties made in favour of the Vendor pursuant to this Agreement shall have been true and correct in all respects on the Closing Date as if made on and as of such date, and the Vendor shall have received a certificate from the Purchaser addressed to the Vendor and dated as of the Closing Date, confirming same;

6.2.4 each of the obligations and covenants of the Purchaser under this Agreement to be performed or complied with on or before the Closing Date shall have been performed or complied with in all respects; and

6.2.5 no Order shall have been enacted or issued to prohibit or restrict the completion of the transactions provided for in this Agreement in accordance with the provisions herein;

and the Purchaser shall take all such actions, steps and proceedings as are within its control as may be necessary to ensure that the conditions listed above in this Section 6.2 are fulfilled at or before the Closing Date.

6.3 Proposal Trustee's Certificate

When the conditions to Closing set out in Section 6.1 and Section 6.2 have been satisfied and/or waived by the Vendor or the Purchaser, as applicable, the Vendor and the Purchaser will each deliver to the Proposal Trustee written confirmation that such conditions of Closing, as applicable, have been satisfied and/or waived and that Closing has occurred (the "**Conditions Certificates**"). Upon receipt of payment in full of the Purchase Price and of each of the Conditions Certificates, the Proposal Trustee shall, in accordance with the Approval and Vesting Order: (i) issue forthwith its Proposal Trustee's Certificate and provide a copy of same to the Vendor and the Purchaser; and (ii) file as soon as practicable a copy of the Proposal Trustee's Certificate with the Court. The Parties acknowledge that in the case of (i) and (ii), above, the Proposal Trustee will be relying exclusively on the basis of the Conditions Certificates and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions. The Proposal Trustee will have no liability whatsoever to the Vendor, the Purchaser or any other Person as a result of filing the Proposal Trustee's Certificate.

6.4 Section 56.4 Election

The Purchaser and the Vendor intend that the conditions set out in subsection 56.4(7) of the ITA have been met such that subsection 56.4(5) of the ITA applies to any "restrictive covenants" (as defined in subsection 56.4(1) of the ITA) granted by the Vendor pursuant to this Agreement and in particular the non-competition covenant contained in Section 4 of **Schedule 3.2.1** to this Agreement. The Purchaser and Vendor agree and acknowledge that no proceeds will be attributable, allocable, received or receivable by the Vendor for granting any restrictive covenants under this Agreement and such restrictive covenants are integral to this Agreement and have been granted to maintain or preserve the fair market value of the Purchased Assets. The Purchaser shall, if requested in connection with the Closing, make jointly with the Vendor an election, prepared by the Vendor, pursuant to or in respect of subsection 56.4(7) of the ITA in the required manner and using a form prescribed for such purposes (if applicable) and otherwise reasonably acceptable to their respective tax advisors, as will cause subsection 56.4(5) of the ITA to apply to the non-competition covenant contained in Section 4 of **Schedule 3.2.1** to this Agreement. The Purchaser will not be responsible for any late filing penalties and will have no liability to the Vendor or otherwise with respect to the Tax consequences associated with any such election.

ARTICLE 7
CLOSING ARRANGEMENTS

7.1 Closing

The completion of the transactions provided for in this Agreement shall take place at the Closing Time remotely by exchanging of electronic signatures on the Closing Date.

7.2 Vendor's Closing Deliveries

7.2.1 The Vendor shall deliver or cause to be delivered to the Purchaser the following, on or before the Closing Date:

(a) the actual possession of the Purchased Assets, including all keys, access cards and access modes relating to the Purchased Assets;

(b) a copy of the issued and entered Approval and Vesting Order;

(c) all consents to the assignment of the Assumed Contracts and any of the Purchased Assets, if and to the extent obtained by the Vendor prior to Closing, or copies of the necessary Assignment Orders ordering the assignment of the Assumed Contracts to the Purchaser in accordance with this Agreement and the Approval and Vesting Order;

(d) all documents of title and instruments of conveyance duly executed by the Vendor necessary to transfer and assign the Purchased Assets and the Assumed Liabilities, as applicable to the Purchaser, including, without limitation, the Bill of Sale, the Assignment and Assumption Agreement, the Intellectual Property Assignment Agreement and the Assignment and Assumption of Lease Agreement;

(e) a certificate of status, compliance, good standing or like certificate with respect to the Vendor issued by the appropriate government official of its jurisdiction of incorporation;

(f) a bring-down certificate executed by an officer of the Vendor dated as of the Closing Date, in form and substance satisfactory to the Purchaser, acting reasonably, certifying that: (i) all of the representations and warranties of the Vendor hereunder remain true and correct in all respects as of the Closing Date; and (ii) all of the covenants, obligations and agreements set out in this Agreement to be complied with or performed by the Vendor at or prior to Closing have been complied with or performed by the Vendor in all respects; and

(g) such other notices, agreements, documents and instruments as may be reasonably required by the Purchaser to complete the transactions provided for in this Agreement, or as are required to be delivered by the Vendor under this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

7.3 Purchaser's Closing Deliveries

7.3.1 The Purchaser shall deliver and pay, or cause to be delivered and paid, to the Vendor the following documents and payments, on or before the Closing Date:

(a) the payment of the Purchase Price in accordance with Section 3.2.1;

(b) the Bill of Sale, the Assignment and Assumption Agreement, the Intellectual Property Assignment Agreement, and the Assignment and Assumption of Lease Agreement, each duly executed by the Purchaser;

(c) a certificate of status, compliance, good standing or like certificate with respect to the Purchaser issued by the appropriate government official of its jurisdiction of incorporation;

(d) a bring-down certificate executed by the Purchaser dated as of the Closing Date, in form and substance satisfactory to the Vendor, acting reasonably, certifying that: (i) all of the representations and warranties of the Purchaser hereunder remain true and correct in all respects as of the Closing Date; and (ii) all of the covenants, obligations and agreements set out in this Agreement to be complied with or performed by the Purchaser at or prior to Closing have been complied with or performed by the Purchaser in all respects; and

(e) such other agreements, documents and instruments as may be reasonably required by the Vendor to complete the transactions provided for in this Agreement, or as are required to be delivered by the Purchaser under this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

7.4 Waiver

The Purchaser, in the case of a condition set out in Section 6.1, and the Vendor, in the case of a condition set out in Section 6.2 (other than Section 6.2.1), will have the exclusive right to waive the performance or compliance of such condition in whole or in part and on such terms as may be agreed upon without prejudice to any of its rights in the event of non performance of or non compliance with any other condition in whole or in part. Any such waiver will not constitute a waiver of any other conditions in favour of the waiving Party. Such waiving party will retain the right to complete the purchase and sale of the Purchased Assets herein contemplated.

ARTICLE 8
TERMINATION

8.1 Termination

This Agreement may be terminated on or prior to the Closing Date:

8.1.1 by the mutual written agreement of the Vendor and the Purchaser;

8.1.2 by written notice from the Purchaser to the Proposal Trustee and the Vendor, if:

(a) there has been a material breach by the Vendor of any representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Purchaser: and (i) such breach is not curable and has rendered the satisfaction of any condition in article 6 impossible by the Outside Date; or (ii) if such breach is curable, the Purchaser has provided prior written notice of such breach to the Proposal Trustee and the Vendor, and such breach has not been cured within ten (10) days following the date upon which the Proposal Trustee and the Vendor received such notice (or such other time as agreed to by the Purchaser in writing);

(b) at any time after the Outside Date, the Closing has not occurred by the Outside Date and such failure to close was not caused by or as a result of the Purchaser's breach of this Agreement;

(c) the SISP Order is not granted; or

(d) the Purchaser terminates this Agreement pursuant to Section 5.6; or

8.1.3 by written notice from the Vendor to the Purchaser, if:

(a) there has been a material breach by the Purchaser of any representation, warranty or covenant contained in this Agreement, which breach has not been waived by the Vendor, and: (i) such breach is not curable and has rendered the satisfaction of any condition in article 6 impossible by the Outside Date; or (ii) if such breach is curable, the Vendor has provided prior written notice of such breach to the Purchaser, and such breach has not been cured within ten (10) days following the date upon which the Purchaser received such notice (or such other time as agreed to by the Vendor in writing); or

(b) the Closing has not occurred by the Outside Date, provided that such failure to close is not caused by or as a result of the Vendor's breach of this Agreement.

8.2 Effects of Termination

Each Party's right of termination under Section 8.1 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any liability or further obligations hereunder, except that Sections 4.1 (*Representations and Warranties of the Vendor*), 4.2 (*Representations and Warranties of the Purchaser*), 4.3 (*As-is, Where-is Sale*), 5.3.2 (*Break Fee*), 5.3.7 (*Recognition*), 5.5 (*Confidentiality*), 5.9 (*Personal Information*), 8.2 (*Effects of Termination*), and article 9 (*General*) (collectively the "**Surviving Provisions**") shall survive any termination of this Agreement. For the avoidance of doubt, any liability incurred by a Party prior to the termination of this Agreement shall survive such termination.

ARTICLE 9
GENERAL

9.1 Survival

All representations, warranties, covenants and agreements of the Vendor or the Purchaser made in this Agreement, or any other agreement, certificate or instrument delivered pursuant to this Agreement shall not survive the Closing except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Agreement. For greater certainty and without limiting the generality of the foregoing, the Surviving Provisions, as well as the representation in Section 4.1(g) and the covenant in Section 5.10, shall survive Closing.

9.2 Further Assurances

Each of the Parties to this Agreement shall sign and deliver all further documents and instruments and do all acts and things as the Party may, either before or after the Closing, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

9.3 Remedies Cumulative

The right and remedies of the Parties under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or

partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

9.4 Release; Indemnity

9.4.1 Except as otherwise contained herein, effective as of the Closing, the Purchaser hereby releases and forever discharges the Vendor and its Affiliates, Representatives, successors and assigns, and all of their respective officers, directors, partners, members, shareholders, employees and agents (collectively, the "**Released Parties**"), and the Proposal Trustee, from any and all actual or potential Claims which the Purchaser had, has or may have in the future to the extent relating to the Purchased Assets or the Assumed Contracts and excluding any Claims arising from or related to Fraud, gross negligence, or breach of this Agreement by any of the Released Parties.

9.4.2 The Purchaser hereby agrees to indemnify the Released Parties, and saves each of them fully harmless from and against, and will reimburse or compensate each of them on demand for, all losses and Claims arising from, in connection with or related in any manner whatsoever to the Purchaser's failure to pay when due, and perform and discharge, the Assumed Liabilities as from Closing or the Purchaser's use and handling of any Personal Information for the period prior to Closing, excluding in each case any Claims arising from or related to Fraud, gross negligence, or breach of this Agreement by any of the Released Parties.

9.5 Successors and Assigns

This Agreement will benefit and be binding upon the respective successors and permitted assigns of the signatories.

9.6 Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing in this Agreement or in any Transaction Document(s) is intended or will be implied to, or would, confer upon any Person (other than the signatories) any rights or remedies of any kind. Notwithstanding the foregoing, each of the Released Parties is an express third party beneficiary of Sections 5.3.7 and 9.4.

9.7 Assignment

Prior to the issuance of the Approval and Vesting Order, the Purchaser may assign all or any part of its rights and obligations under this Agreement to one or more Affiliates (including Plant Products Inc.), provided that: (i) the Purchaser shall remain liable to perform all of its obligations hereunder; and (ii) the Purchaser and its assignee execute and deliver to the Vendor an assignment and assumption agreement, in form and substance satisfactory to the Vendor, acting reasonably, evidencing such assignment. Other than in accordance with the preceding sentence, neither the Purchaser nor the Vendor may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement.

9.8 Entire Agreement

Other than any confidentiality agreement, non-disclosure agreement or similar undertaking or agreement signed by the Purchaser in favour of the Vendor which remains in full force and effect, this Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and

supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, representations, warranties, obligations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

9.9 Amendments and Waivers

This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

9.10 Severability

If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction.

9.11 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery, by registered mail, by courier services or e-mail addressed to each Party as set forth below:

To the Vendor:

Ecoation Innovative Solutions Inc.
1209 Haywood Ave.
West Vancouver, BC V7T 1V2

Attention: Saber Miresmailli
Email: saber@ecoation.com

With a copy to (which will not constitute notice):

KPMG Inc.
Bay Adelaide Centre
333 Bay Street, Suite 6400
Toronto, ON M5H 2S5

Attention: Pritesh Patel
Email: pritpatel@kpmg.ca

With a further copy to (which will not constitute notice):

Osler, Hoskin & Harcourt LLP
Suite 3000, Bentall Four

1055 Dunsmuir Street
Vancouver, BC V7X 1K8

Attention: Mary Buttery, KC / Justin Young
Email: mbuttery@osler.com / jyoung@osler.com

To the Purchaser:

1001199137 Ontario Limited
50 Hazelton Street
Leamington, ON N8H 1B8

Attention: Jean-Marc Vandoorne-Feys / Els Pauwels / Erik Vanderhaegen
Email: jean-marc.vandoorne@biofirstgroup.com / els.pauwels@biofirstgroup.com / erik.vanderhaegen@biofirstgroup.com

With a copy to (which will not constitute notice):

Gowling WLG (Canada) LLP
1 First Canadian Place
100 King Street West, Suite 1600
Toronto, ON M5X 1G5

Attention: Asim Iqbal / Joe McDonald
Email: asim.iqbal@ca.gowlingwlg.com / joe.mcdonald@ca.gowlingwlg.com

or to such other street address, individual or electronic communication number or address as may be designated by notice given by either Party to the other.

9.11.1 Any demand, notice or other communication given by personal delivery or courier services will be conclusively deemed to have been given on the day of actual delivery and, if given by registered mail, on the third (3rd) Business Day following the deposit in the mail and, if given by e-mail, on the day of transmittal if given during the normal business hours of the recipient on a Business Day and on the next Business Day if not given during these hours. If the Party giving any demand, notices or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any of those demand, notices or other communication may not be mailed but must be given by personal delivery or by electronic communication.

9.12 Governing Law; Jurisdiction and Venue

This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement or the transactions contemplated by this Agreement (whether based on contract, tort or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof. The Parties consent to the exclusive jurisdiction and venue of the Supreme Court of British Columbia for the resolution of any such disputes arising under this Agreement.

9.13 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic signature or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

[*Signature page follows*]

The Parties have signed on the date set forth on the first page hereof.

ECOATION INNOVATIVE SOLUTIONS INC.

Per: DocuSigned by: Saber Miresmailli AF908B7C58BE4BE...

Name: **Saber Miresmailli, Director**

I have authority to bind the company.

1001199137 ONTARIO LIMITED

Per: DocuSigned by: 0605B6FBB6B9450...

Name: **Erik Vanderhaegan, Director**

I have authority to bind the company.

SCHEDULE 1.1.59
PERMITTED ENCUMBRANCES

None.

SCHEDULE 2.1.1
PURCHASED ASSETS

(a) All of the Vendor's right, title, benefit and interest in all tangible and intangible real or personal property, assets or undertaking of any kind that are used or required in the ownership, development, exploitation and operation of the Purchased Business in the ordinary course (other than the Excluded Assets), including:

(i) All supplies, inventory, finished goods, products being manufactured, raw materials, ingredients, work-in-progress, packaging materials, production and shipping supplies, spare parts, maintenance items and advertising materials of the Vendor existing on the Closing Date, which is solely utilized by the Vendor or otherwise necessary for operation of the Purchased Business in the ordinary course, in each case, on hand, in transit, ordered but not delivered, warehoused or wherever situated;

(ii) Originals, or where not available, copies, of all Books and Records, provided that the Vendor may keep copies of such Books and Records to the extent reasonably necessary, and only for so long as required, for the Vendor's financial and tax reporting purposes;

(iii) All customer and end-user relationships (including with individual farmers, farming operations, cooperatives, and agribusinesses), customer goodwill, customer data and profiles, purchasing and usage histories, contact information, technical support and service histories, and all rights and benefits under all customer agreements, subscription agreements, service contracts, pilot programs, trial arrangements, statements of work, purchase orders, and any other contracts or commercial arrangements (whether written, oral, or implied) for the provision, licensing, or use of the Purchased Assets, including any rights to renewals, upgrades, expansions, upsells, and related revenue streams, and any associated rights to receive payment, enforce obligations, or otherwise benefit from such relationships or arrangements, and any claims, causes of action, indemnities, warranties, guarantees, or other rights (whether accrued or contingent) arising therefrom or relating thereto;

(iv) All tangible and intangible personal property, including all furniture, fixtures, equipment, marketing materials, merchandise and other personal property, which is solely utilized by the Vendor or otherwise necessary for operation of the Purchased Business in the ordinary course, including, without limitation, those items listed in **Schedule 2.1.1(D)**;

(v) All accounts receivable arising from or out of the Purchased Business;

(vi) All Intellectual Property, including all Intellectual Property related to the trade name "Ecoation" and "Ecoation Innovative Solutions" and any other trade names associated with the Purchased Business;

(vii) To the extent transferrable, all Permits and Licenses which are solely utilized by the Vendor or otherwise necessary for operation of the Purchased Business in the ordinary course;

(viii) All Claims of the Vendor related to the Purchased Business against any third party;

(ix) All proceeds payable to the Vendor under any policies of insurance to the extent such policies relate to any of the Purchased Assets or any of the Assumed Liabilities; and

(x) All software, firmware, middleware, computer programs, cloud data and systems, applications, interfaces, tools, operating systems, software code of any nature, (including all object code, source code, interpreted code, data files, rules, definitions and methodology derived from the foregoing), together with all processes, technical data, build scripts, test scripts, data, algorithms, APIs, subroutines, techniques, operating procedures, screens, user interfaces, report formats, development tools templates, menus, buttons, icons and user interfaces, and any derivations, features, updates, enhancements and customization of any of the foregoing, electronic data, databases and data collections, computer hardware, equipment, licenses, and documentation therefor and rights therein used solely in respect of the Purchased Assets (or otherwise necessary for operation of the Purchased Business in the ordinary course), and any other information technology systems, resources and information, owned by the Vendor and used solely in respect of the Purchased Assets (or otherwise necessary for operation of the Purchased Business in the ordinary course), including all electronic data processing systems, cloud data, programs, specifications, networks, input data, report layouts, formats, algorithms, record file layouts, diagrams, functional specifications, narrative descriptions, flow charts, operating manuals, technical manuals, training manuals, programming comments, other work products used to design, plan, organize and develop any of the foregoing, and other related material.

(b) The Assumed Contracts.

(c) All Computer Equipment.

SCHEDULE 2.1.1(A)
ASSUMED CONTRACTS

1. Residential Tenancy Agreement between Saber Miresmailli, as landlord, and Ecoation Innovative Solutions, as tenants, for 1209 Haywood Ave West Vancouver, BC, V7T 1V2, dated September 23, 2024

2. AWS Universal Service Terms as modified by AWS Customer Agreement Terms (last updated May 17, 2024), and Intellectual Property License (last updated September 17, 2021) and Service-Specific Service Terms (undetermined) with Amazon Web Services Canada, Inc., last updated October 25, 2024

3. HubSpot Customer Terms of Services as modified by HubSpot Product Specific Terms (undetermined), and Jurisdiction Specific Terms (last modified September 18, 2024), with HubSpot Canada Inc., last modified September 18, 2024

4. Google Cloud Platform Terms and Services with Google Cloud Canada Corporation, last modified September 20, 2021

5. Chargebee Terms of Service with Chargebee Inc., effective May 16, 2024

6. Ecoation & Biobest Cropscanner Agreement between Biobest Group NV and Ecoation Innovative Solutions Inc., dated June 1, 2023

7. Service and Support Agreement between Future Farms S.L. and Ecoation Innovative Solutions Inc., dated September 15, 2024

8. General Service Agreement between Alberto Carabajal and Ecoation Innovative Solutions Inc., dated June 19, 2023

9. General Service Agreement between Jonathan Kehler and Ecoation Innovative Solutions Inc., dated January 1, 2024

10. General Service Agreement between Santiago Valdes Lara and Ecoation Innovative Solutions Inc., dated March 15, 2024

11. Group Benefits Contract #196837 between Sunlife Financial and Ecoation Innovative Solutions Inc., dated September 1, 2020 as amended March 1, 2023

12. Collaboration Key Principles between LetsGrow.com BV and Ecoation Innovative Solutions Inc., undated and unsigned

13. Letter of Agreement between Azura Group and Ecoation Innovative Solutions Inc., dated January 3, 2025

14. Confidentiality Agreement between Source.ag B.V. and Ecoation Innovative Solutions Inc., dated January 21, 2025

15. Trial Agreement between Societe De Production Maraichere Et Horticole du Massa – Maraissa and Ecoation, dated February 8, 2025

16. Customer Contract between Agrigar SA de CV and Ecoation Innovative Solutions Inc., dated November 4, 2024

17. Purchase Order #21 between Mucci Tehachapi Inc. and Ecoation Innovative Solutions Inc., dated August 20, 2024

18. Purchase Order #22 between Mucci Tehachapi Inc. and Ecoation Innovative Solutions Inc., dated August 20, 2024

19. Customer Contract between Wholesum Farms Arizona and Ecoation Innovative Solutions Inc., dated January 7, 2025

20. Customer Contract between Dinvertech and Ecoation Innovative Solutions Inc., dated February 29, 2024

21. Customer Contract between Agrizar and Ecoation Innovative Solutions Inc., dated August 12, 2024

22. Customer Contract between Agricola Santo Domingo and Ecoation Innovative Solutions Inc., dated July 22, 2024

23. Customer Contract between Albuna Express and Ecoation Innovative Solutions Inc., dated May 31, 2024

24. Customer Contract between Beirinckx BV and Ecoation Innovative Solutions Inc., dated July 1, 2024

25. Customer Contract between Berkenrijs BV and Ecoation Innovative Solutions Inc., dated July 1, 2024

26. Customer Contract between Blue Sky Hydroponics and Ecoation Innovative Solutions Inc., dated February 16, 2024

27. Customer Contract between Blue Sky Hydroponics and Ecoation Innovative Solutions Inc., August 30, 2024

28. Customer Contract between DPA Bionatur Mex and Ecoation Innovative Solutions Inc., dated July 26, 2024

29. Customer Contract between Golden Acres Farms and Ecoation Innovative Solutions Inc., dated March 7, 2024

30. Customer Contract between Great Lakes Greenhouses and Ecoation Innovative Solutions Inc., dated April 30, 2024

31. Customer Contract between Hyfood and Ecoation Innovative Solutions Inc., dated April 29, 2024

32. Customer Contract between Lauwerijsen-Krijnen and Ecoation Innovative Solutions Inc., dated July 1, 2024

33. Purchase Order #6268 between MIMI Farms Inc o/a Mucci Farm, Ohio and Ecoation Innovative Solutions Inc., dated July 31, 2024

34. Purchase Order #6269 between MIMI Farms Inc o/a Mucci Farm, Ohio and Ecoation Innovative Solutions Inc., dated July 31, 2024

35. Customer Contract between Neven Produce and Ecoation Innovative Solutions Inc., dated November 29, 2024

36. Customer Contract between Neven Produce and Ecoation Innovative Solutions Inc., dated July 15, 2024

37. Customer Contract between Salmmeir and Ecoation Innovative Solutions Inc., dated July 1, 2024

38. Customer Contract between Wholesum Farms Arizona and Ecoation Innovative Solutions Inc., dated January 7, 2025

39. Subscription given by Solargarden.com.mx, dated August 7, 2024

40. Subscription given by Red Sun Farm (Agricola El Rosal SA de CV), dated April 1, 2024

41. Subscription given by Controladora Santa Ana, dated June 13, 2024

42. Subscription given by Cultivos Araba, dated February 22, 2024

43. Subscription given by Westcoast Vegetables Ltd., January 12, 2024

44. Subscription given by Westcoast Vegetables Ltd., dated January 12, 2024

45. Subscription given by Westcoast Vegetables Ltd., dated January 12, 2024

46. Customer given by Allegro Acres Inc. and Ecoation Innovative Solutions Inc., dated March 4, 2022

47. Customer Contract between Twin Creeks Greenhouse Inc. and Ecoation Innovative Solutions Inc., dated March 25, 2021

48. Customer Contract between Twin Creeks Greenhouse Inc. and Ecoation Innovative Solutions Inc., March 8, 2023

49. Assignment Agreement for Patent Application No. 62/885,448 between Saber Miresmailli and Ecoation Innovative Solutions Inc., dated August 11, 2020

50. Assignment Agreement for Patent Application No. 62/885,448 between Saber Miresmailli and Ecoation Innovative Solutions Inc., dated August 12, 2019

51. Assignment Agreement between Adrian M. Fuxman, Devin G. Kirk, Eduardo Aparecido Sereguin Cabral de Melo, Gregory E. Stewart and Ecoation Innovative Solutions Inc., dated May 22, 2020

SCHEDULE 2.1.1(B)
PERMITS AND LICENSES

West Vancouver, British Columbia, Business License.
Kingsville, Ontario, Business License.

SCHEDULE 2.1.1(C)
INTELLECTUAL PROPERTY

All rights, title and interest in and to the following:

(a) Patents and Patent Applications

1. Real-Time Projections and Estimated Distributions of Agricultural Pests, Diseases, and Biocontrol Agents

Country	Status	Patent No	Appl No	Type	Filed	Granted	Expiry
USA	Granted	11,631,475	16/883,354	Priority	26-May-20	18-Apr-23	18-June-41
Australia	Published	-	2021279215	Designated PCT	5-Mar-21	-	-
Canada	Published	-	3,178,928	Designated PCT	5-Mar-21	-	-
EU	Published	-	21812988.0	Designated PCT	5-Mar-21	-	-
Mexico	Published	-	MX/a/2022/014919	Designated PCT	5-Mar-21	-	-
USA	Published	-	18/184,787	Continuation	16-Mar-23	-	-

2. Systems and Methods for Crop Health Monitoring, Assessment and Prediction

Country	Status	Patent No	Appl No	Type	Filed	Granted	Expiry
USA	Granted	11,287,411	15/219,328	Secondary	26-Jul-16	29-Mar-22	22-Dec-37
Canada	Published	-	2,937,571	Secondary	29-Jul-16	-	-
USA	Published	-	17/553,332	Continuation	16-De-21	-	-

(b) Trademarks

Trademark	Country	Reg No / App No	Reg Date / App No	Status
OKO	Canada	TMA1106408	10-Aug-21	Registered
	EU IP	017937650	12-Dec-18	Registered
	Mexico	1966427	30-Jan-19	Registered
	UK	UK00917937650	12-Dec-18	Registered
	USA	88061906	12-Dec-18	Registered
ECOATION	Canada	TMA1017655	19-Mar-19	Registered
	USA	5824096	6-Aug-19	Registered

(c) Industrial Designs

Name	Country	Appl No	Filing Date	Reg Date	Expiry
Display Screen With Graphical User Interface For A Plant Scouting Mobile Application	Canada	221974	6-June-23	30-Oct-24	6-June-38
Display Screen With Graphical User Interface For A Plant Scouting Mobile Application	USA	29/868580	7-Dec-22	-	
Display Screen With Graphical User Interface For A Plant Scouting Mobile Application	EU	015023923	7-June-23	7-June-23	7-June-48

(d) The following tradenames and unregistered trademarks:

1. OKO2
2. Cropscanner

SCHEDULE 2.1.1(D)
EQUIPMENT

Computer and Electronics

- 11-inch iPad Pro Wi-Fi 1TB - Silver
- P00913: Ipad 9 - Best Buy
- Ontario Office TV - TEPPERMAN'S WINDSOR ON
- P00752: ThinkPad T15 Gen 2 (15”) Intel - Black
- P00753: ThinkPad P1 Gen 4 Intel (16") - Mobile Workstation
- P00811: ThinkPad P15v Gen 2 Intel (15") - Mobile Workstation Part Number: 21A9004AUS
- P00916: Lenovo Legion 5 (15",06) Part Number: 82JWCTO1WW
- P01066: ThinkBook 15 Gen 2 Intel (15")
- P01186: ThinkPad L15 Gen 2 Intel (15")
- P01186: ThinkPad L15 Gen 2 Intel (15”)
- P01243: 10.2-inch iPad Wi-Fi 64GB - Space Grey
- P01499: iPad Pro 11-inch (4th generation)
- P01636: iPad Pro 128 - MNXE3VC/A

Furniture and Fixtures

- Dev room redesign furniture
- P00964: Additional Beams for Pallet Racks - 96"

Software

- P00909: Software over the shelf >$500 (not subscription)

Tools

- Amazon Tools
- P00425: M611-AM-BWSPWID Label Printer
- P00565: [40-03-00001] Mould, Base Top Camera Garibaldi, Part EIDN 11-02-00093
- P00565: [40-03-00001] Mould, Base Top Camera Garibaldi, Part EIDN 11-02-00093
- P00565: [40-03-00002] Mould, Cover Top Camera Garibaldi, Part EIDN 11-02-00094
- P00565: [40-03-00002] Mould, Cover Top Camera Garibaldi, Part EIDN 11-02-00094
- P00565: [40-03-00003] Mould, Cover Dome Garibaldi and Cover Fan Garibaldi, Part EIDN 11-02-00095 and 11-02-00096
- P00565: [40-03-00003] Mould, Cover Dome Garibaldi and Cover Fan Garibaldi, Part EIDN 11-02-00095 and 11-02-00096
- P00819: [40-03-00004] Mould, HOUSING Bottom Module Garibaldi, Part EIDN 11-02-00098
- P00819: [40-03-00004] Mould, HOUSING Bottom Module Garibaldi, Part EIDN 11-02-00098
- P01167: [40-03-00004] Mould, HOUSING Bottom Module Garibaldi, Part EIDN 11-02-00098 Modification of tool
- P01669: [40-03-00006] Mould, COVER Lens iPad Pro 11, part EIDN [11-04-00101]

Equipment

- WH/VA/INT/00175 - ASY Center Module Tantalus Digital

Digital

- [90-01-00041-R] OKO Digital Rent (North America, Bogaerts Qii-Li
- [90-01-00041-R] OKO Digital Rent (North America, Bogaerts Qii-Li
- [90-01-00047-R] OKO Digital Rent (North America, Metazet M-Servi
- INV/2022/0041 - OKO Digital Rent
- INV/2022/0042 - OKO Digital Rent SO155
- RMA/00017 - ASY Bottom Module Tantalus

Demo iPads

- P01541: ipad pro 11 inch 4th Gen - 1 TB
- P01541: ipad pro 11 inch 4th Gen - 1 TB
- P01626: iPad Pro 128 - MNXE3VC/A
- P01628: Pad Pro 128 - MNXE3VC/A
- P01631: iPad Pro 11 128gb
- P01730: Demo iPad - OKO2 MVV93CL/A iPad Pro 2024 - 256g
- P01734: Demo iPad - OKO2

Immersive

- [90-01-00001-R] OKO Immersive Rent (North America, Bogaerts Qii-
- [90-01-00002-R] OKO Immersive Rent (North America, Metazet M-Ser
- [90-01-00002-R] OKO Immersive Rent (North America, Metazet M-Ser
- [90-01-00002-R] OKO Immersive Rent (North America, Metazet M-Ser
- [90-01-00002-R] OKO Immersive Rent (North America, Metazet M-Ser
- [90-01-00013-R] OKO Immersive - Mucci ohio
- [90-01-00013-R] OKO Immersive Rent (North America, Bogaerts Qii-
- [90-01-00030-R] OKO Immersive Rent (North America, Berg BENOMIC
- [90-01-00031-R] OKO Immersive Rent (North America, Berg BENOMIC
- [90-01-00073-R] OKO Immersive Rent (North America, Berkvens CL30
- [90-01-00074-R] OKO Immersive Rent (Europe, Berkvens CL3000, 526
- [90-01-00093-R] OKO Immersive Rent (North America, Bogaerts Qii-
- [90-01-00095-R] OKO Immersive Rent (North America, Bogaerts Qii-
- [90-01-00096-R] OKO Immersive Rent (Europe, Bogaerts Qii-Lift H-
- [90-01-00097-R] OKO Immersive Rent (North America, Bogaerts Qii-
- [90-02-00001] KIT Cart Swap Tantalus Metazet M-Serv to Berkvens
- RMA/00005 error correction - HOUSING Lower Sensor Base Tantalus
- OKO Immersive - Steiner
- RMA/00008 - TAPE Vhb Height Sensor Mount Tantalus
- RMA/00010 - SCREW M5x8mm BH-Hex 18-8SS
- RMA/00011 - STANDOFF M4x20mm Hex M-F Plastic
- [90-01-00032-R] SO179 OKO Immersive Rent (Europe, Berg BENOMIC Star, 5

Themis

- [90-01-00068-R] THEMIS - Mucci ohio
- [90-01-00068-R] THEMIS Fairweather Steiner
- [90-01-00089-R] THEMIS Rent (Whistler) (13)
- SO179 [90-01-00089-R] THEMIS Rent (Whistler)

Vehicle

- Direct Deposits (PDS) service total GRADS8805500000

SCHEDULE 2.2.1
ASSUMED LIABILITIES

None.

SCHEDULE 2.2.2
EXCLUDED LIABILITIES

The following are Excluded Liabilities:

(a) any Liabilities of the Vendor arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the Transaction Document(s) and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of counsel, accountants, consultants, advisers and others;

(b) any and all Liabilities relating to any change of control provision that may arise in connection with the transfer and assignment of the Purchased Assets and the Assumed Contracts contemplated by the Agreement and to which the Vendor may be bound as at the Closing Time;

(c) any and all Liabilities pertaining to the administration of the Insolvency Proceedings including, without limitation, under any court-ordered charge granted therein;

(d) any Liability for (i) Taxes of the Vendor (or any shareholder or Affiliate of the Vendor) or relating to the Vendor's business, the Purchased Assets or the Assumed Liabilities for any period prior to the Closing Date; or (ii) Taxes that arise out of the consummation of the transactions contemplated hereby or that are the responsibility of the Vendor;

(e) any Liabilities relating to or arising out of the Excluded Assets;

(f) any Liabilities relating to Cure Costs;

(g) any Liabilities in respect of any pending or threatened Claims arising out of, relating to or otherwise in respect of the operation of the Vendor's business or the Purchased Assets, including pending or threatened Claims related to the infringement, misappropriation, dilution or violation of any intellectual property rights, trade secrets and other confidential or proprietary information owned by a third party, or the Intellectual Property listed on **Schedule 2.1.1(C)**, to the extent such Claims relate to such operation on or prior to the Closing Date;

(h) any product Liability or similar Claim for injury to a Person or property which arises out of or is based upon any express or implied representation, warranty, agreement or guaranty made by the Vendor, or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects of any products at any time manufactured or sold or any service performed by the Vendor, in each case, to the extent arising out of or relating to facts, circumstances or conditions existing on or prior to the Closing in relation to the Vendor and the Purchased Business on or prior to the Closing Date or otherwise to the extent arising out of any actions or omissions of the Vendor;

(i) any recall, design defect or similar claims of any products manufactured or sold or any service performed by the Vendor, to the extent arising out of or relating to facts, circumstances or conditions existing on or prior to the Closing in relation to the Vendor and the Purchased Business on or prior to the Closing Date or otherwise to the extent arising out of any actions or omissions of the Vendor;

(j) any Liabilities of the Vendor for any present or former employees, officers, directors, retirees, independent contractors, consultants or service providers of the Vendor (except those Liabilities in respect of the Assumed Employees accruing on or after the Closing Date), including, without

limitation, any Liabilities associated with any claims for wages or other benefits, bonuses, commissions, accrued vacation, workers' compensation, severance, retention, termination or other payments in respect of any Excluded Employee or for any Assumed Employee in respect of any period of time prior to the Closing Date;

(k) any Liabilities of the Vendor arising under or in connection with any employee plan providing benefits to any present or former employee of the Vendor except to the extent expressly assumed by the Purchaser hereunder;

(l) any Environmental Liabilities or Liabilities under Environmental Laws, to the extent arising out of or relating to facts, circumstances or conditions existing on or prior to the Closing in relation to the Vendor and the Purchased Business on or prior to the Closing Date or otherwise to the extent arising out of any actions or omissions of the Vendor, including Environmental Liabilities under Environmental Laws relating to any real property formerly owned, leased or operated by the Vendor in connection with its business;

(m) any trade accounts payable of the Vendor: (i) to the extent not expressly included in the Assumed Liabilities or (ii) which constitute debt, loans, credit facilities or Liabilities for funded debt;

(n) any Liabilities of the Vendor or its business relating or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that (i) do not constitute part of the Purchased Assets; or (ii) are not validly and effectively assigned to the Purchaser pursuant to this Agreement;

(o) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee or agent of the Vendor (including with respect to any breach of fiduciary obligations by same);

(p) any Liabilities under the Excluded Contracts or any other Contracts: (i) which are not validly and effectively assigned to the Purchaser pursuant to this Agreement; and (ii) to the extent such Liabilities arise out of or relate to a breach by the Vendor of such Contracts prior to Closing;

(q) any Liabilities associated with indebtedness of any kind, debt, loans or credit facilities of the Vendor and/or its business;

(r) any Liabilities arising out of, in respect of or in connection with the failure by the Vendor or any of its Affiliates to comply with any Applicable Law or order of any Governmental Authority, including all Applicable Laws relating to intellectual property, all Applicable Laws or governmental orders pertaining to employment and employment practices to the extent they relate to employees, consultants and independent contractors of the Vendor, and including all Applicable Laws relating to labour relations, equal employment opportunities, fair employment practices, characterization, classification, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence, paid sick leave and unemployment insurance; and

(s) any and all Liabilities that are not expressly Assumed Liabilities.

SCHEDULE 3.2.1
EARN OUT

1. Defined Terms

In addition to the defined terms in the Asset Purchase Agreement to which this Schedule is attached (the "**Purchase Agreement**"), which are incorporated by reference herein, for the purposes of calculating the Earn Out, the following defined terms apply:

a. "**Act**" means the *Arbitration Act* (British Columbia).

b. "**Affiliate**" has the meaning ascribed to such term in the *Business Corporations Act* (British Columbia).

c. "**Arbitrator**" is defined in this Schedule.

d. "**Customer**" means a person or entity that has agreed to receive services from the Purchaser Group for one or more of the Purchased Assets, namely "Cropscanner", "OKO IPM", "OKO Yield" or "OKO IPM + Yield".

e. "**Earn Out**" means the additional payments made by the Purchaser to the Vendor upon the achievement of certain milestones in accordance with the terms set out herein up to the Lifetime Maximum Earn Out Amount.

f. "**Earn Out Amount**" means the annual amount of the Earn Out payable by the Purchaser to the Vendor in respect of a given year in the Earn Out Period, calculated as (1) the sum of:

(A * B)

for each applicable threshold range in the table in the "Marginal Rate" definition, where:

A = Eligible Hectares in such applicable threshold range; and

B = Marginal Rate for such applicable threshold range,

minus, (2) the Previous Earn Out Payments,

provided that, in all cases, the Purchaser shall not pay and have no obligation to pay any Earn Out Amount: (i) in respect of years following the expiration of the Earn Out Period; (ii) that exceeds the "Maximum Payment per Threshold" for each threshold in the table setting out the Marginal Rate; and (iii) that exceeds the Lifetime Maximum Earn Out Amount.

g. "**Earn Out Dispute**" means any dispute between the Vendor and Purchaser in respect of the Earn Out.

h. "**Earn Out Period**" means the period starting on the Closing Date and ending on the fifth anniversary of the Closing Date.

i. "**Eligible Hectares**" means, in respect of a given year during the Earn Out Period, the aggregate number of Serviced Hectares calculated as at the Record Date.

j. "**Lifetime Maximum Earn Out Amount**" means the maximum earnable amount of the Earn Out, being $30,000,000.

k. "**Marginal Rate**" means the dollars-per-hectare rate applied on a marginal basis to the Eligible Hectares amount, where the applicable marginal rate is determined based on the aggregate Eligible Hectares from the beginning of the Earn Out Period up to and including the given year, as set out in the table below:

Threshold	CAD/Ha	Maximum Payment per Threshold (CAD)
0 to 10,000 Ha	$0.00	$0.00
10,001 to 20,000 Ha	$230.00	$2,300,000.00
20,001 to 30,000 Ha	$420.00	$4,200,000.00
30,001 to 40,000 Ha	$350.00	$3,500,000.00
40,001 to 100,000 Ha	$333.34	$20,000,000.00
	Total Payments	$30,000,000.00

l. "**Previous Earn Out Payments**" means, for the purpose of calculating the Earn Out Amount, the sum of all Earn Out payments made by the Purchaser in the previous years during the Earn Out Period.

m. "**Purchaser Group**" means, collectively, the Purchaser and its Affiliates (including Plant Products Inc.).

n. "**Record Date**" means the anniversary of the Closing Date each year during the Earn Out Period.

o. "**Serviced Hectare**" means a hectare that is serviced by one or more of the Purchased Assets and meets the following requirements:

i. the Customer has executed with the Purchaser Group a Written Agreement for Recurring Revenue following the Closing Date;

ii. the Customer has been issued an invoice during the applicable year of the Earn Out Period; and

iii. the Customer is not in material default or breach of any material terms of the applicable Written Agreement for Recurring Revenue, including, without limitation, any payment obligations of the Customer thereunder which default or breach has not been cured within a reasonable period of time as set out in the Written Agreement for Recurring Revenue and the applicable Written Agreement for Recurring Revenue remains active and not terminated or expired, and

for the avoidance of doubt, hectares are calculated on a per Purchased Asset basis such that if a hectare is being serviced by more than one of the Purchased Assets, the Serviced Hectares will be calculated on the basis that those hectares are being serviced once per Purchased Asset. For example, if 5,000 hectares are being serviced by both OKO IPM and OKO Yield this will count as 10,000 Serviced Hectares.

p. "**Transferred Employee**" means a Prospective Employee or contractor that (i) prior to Closing, accepted an Employment Offer or whose contract is an Assumed Contract, and (ii) following Closing, is an employee or contractor of or otherwise retained by the Purchaser (or another member of the Purchaser Group, as applicable).

q. "**Transferred Principals**" means, collectively, Saber Miresmailli and Maryam Antikchi.

r. "**Written Agreement for Recurring Revenue**" means a contract between a Customer and one or more members of the Purchaser Group that includes a minimum term of one year and for a minimum price depending on the applicable Purchased Asset, as follows: (i) for the Cropscanner, $225/Ha; (ii) for the OKO IPM, $450/Ha; (iii) for the OKO Yield, $900/Ha, and (iv) for the OKO IPM + Yield, $1,350/Ha.

2. Calculation and Payment of Earn Out Amount

a. By no later than 60 days following the Record Date, the Purchaser shall deliver to the Vendor a report setting out (i) the Eligible Hectares for the previous year of the Earn Out Period, and (ii) a calculation of the Earn Out Amount for such year (the "**Annual Earn Out Report**").

b. By no later than 10 days after receipt of the Annual Earn Out Report (the "**Review Period**"), the Vendor shall confirm in writing of its intention to commence an Earn Out Dispute in respect of the applicable Annual Earn Out Report (a "**Dispute Notice**"). Unless a Dispute Notice is received by the expiry of the applicable Review Period, the Annual Earn Out Report shall be deemed to have been finally accepted by the Vendor.

c. The Purchaser shall pay to the Vendor the Earn Out Amount within 60 days after delivery by the Purchaser of the Annual Earn Out Report, or 60 days after a final determination of the Earn Out Amount pursuant to the dispute resolution process set out in Section 5.

3. Decision-Making and Control

a. The Purchaser shall be in complete possession and control of all decision-making and operation of the Purchased Business and Purchased Assets following the Closing Date in its sole and absolute discretion. Nothing herein shall be construed as giving the Vendor or Proposal Trustee any right or obligation to oversee, consult, participate in or require any matter or thing in respect of the Purchaser's operation of the Purchased Business and the Purchased Assets following the Closing Date; *provided that* the Purchaser and Biobest Group NV shall not take any actions or cause or permit anything to be done with the sole purpose of avoiding the payment of the Earn Out Amount or reducing the Earn Out Amount. Notwithstanding anything to the contrary herein, nothing herein shall be construed as creating or imposing an obligation or duty on the Purchaser to operate the Purchased Business in a manner intended to maximize any Earn Out Amount, and the Vendor acknowledges that no such duty or obligation exists.

b. Notwithstanding the foregoing, (i) the Purchaser shall not cause or permit any member(s) of the Purchaser Group to enter into any agreement with a Customer to provide the Cropscanner, OKO IPM, OKO Yield or OKO IPM + Yield products unless (A) such contracts qualify as Written Agreements for Recurring Revenue, or (B) in respect of any such contracts, a member of the Purchaser Group has entered into a corresponding agreement with the Purchaser that qualifies as a Written Agreement for Recurring Revenue; and (ii) the Purchaser shall not cause or permit any member(s) of the Purchaser Group to provide any Customer with the benefit of the services of the Purchased Assets without (A) such Customer entering into a Written Agreement for Recurring Revenue, or (B) in respect of such Customer, a member of the Purchaser Group entering into a corresponding agreement with the Purchaser that qualifies as a Written Agreement for Recurring Revenue. In addition to any other rights and remedies available to the Vendor hereunder, in the event of an arrangement between a Customer and the Purchaser Group which violates this Section 3.b., such arrangement shall be deemed to be a Written Agreement for Recurring Revenue at the applicable minimum price depending on the applicable Purchased Asset for all purposes relating to the calculation of the Earn Out Amount. Notwithstanding the foregoing sentence, no such arrangement with a Customer shall be deemed a Written Agreement for Recurring Revenue if, following Closing, such arrangement was entered into by a Transferred Principal on behalf of the Purchaser (*unless* the Transferred Principal was duly directed to do so by a member of the Purchaser Group that is not a Transferred Employee).

4. Non-Competition

a. During the Earn Out Period, the Vendor shall not, and shall not directly or indirectly cause any of its Affiliates or any of its or their respective directors, officers, employees, shareholders, contractors or agents to, directly or indirectly, anywhere in North America or any other jurisdiction in which the Purchased Business operates or has material customers as of or after the Closing Date:

i. engage in the development, production, marketing, sale, licensing or provision of any software, platform, technology, or service that competes, directly or indirectly, with the Purchased Business as conducted as of the Closing Date;

ii. hold any ownership interest in, or provide financing, services, strategic advice or assistance to, any Person (including any start-up, investor group, or incubator) that engages in any business that competes, directly or indirectly, with the Purchased Business;

iii. solicit or attempt to solicit any customers, clients, suppliers, vendors, referral sources, distributors, resellers or other business partners of the Purchased Business for any business that competes, directly or indirectly, with the Purchased Business; or

iv. use any confidential information or trade secrets of the Purchased Business to aid or support the development or commercialization of any competing product, platform, service or technology.

b. For the purposes of this Section, a business or activity shall be deemed to "compete" if it is of the same nature as, substantially similar to, or reasonably likely to substitute for any material product, service, or solution offered by the Purchased Business as of the Closing Date.

c. Nothing in this Section shall prevent the Vendor from (i) passively owning less than five percent (5%) of the outstanding securities of a publicly traded company, or (ii) selling or disposing of assets of the Vendor that are not acquired by the Purchaser under the Purchase Agreement.

d. The Vendor undertakes and covenants in favour of the Purchaser and its Affiliates that no Transferred Principal shall, directly or indirectly, engage in any conduct that would contravene this Section if undertaken by the Vendor. The Vendor shall be liable to the Purchaser and its Affiliates for any such contravening conduct by a Transferred Principal as if it were the Vendor's own breach of this Section.

e. The Vendor acknowledges and agrees that the restrictions set out in this Section are reasonable in scope, geography and duration in light of the legitimate business interests of the Purchaser and that a breach of this Section would result in irreparable harm to the Purchaser for which monetary damages alone would not be an adequate remedy. Accordingly, the Purchaser shall be entitled to seek injunctive relief and other equitable remedies to enforce the provisions of this Section, in addition to any other rights or remedies available at law or in equity.

f. In the event of a material breach by the Vendor, or any breach by a Transferred Principal, of any provision of this Section 4, the Vendor shall forfeit any and all rights to receive any unpaid portion of the Earn Out, and the Purchaser shall have no further obligation to make any Earn Out payments. The Parties agree that such forfeiture shall represent a genuine pre-estimate of the damages that would be suffered by the Purchaser as a result of such breach and not a penalty. The Purchaser's forfeiture of the Earn Out is without prejudice

to the Purchaser's right to pursue any other legal or equitable remedies against the Vendor, including the right to commence legal proceedings to recover any additional damages or seek injunctive relief.

5. Dispute Resolution Process

a. Any Earn Out Disputes shall be subject to the following dispute resolution process:

i. Earn Out Disputes shall be initiated pursuant to a Dispute Notice prior to the expiry of the applicable Review Period.

ii. Earn Out Disputes will be finally determined by (a) a partner of, and appointed for this purpose by, any other major accounting firm (provided such firm is not the auditor of any of the Parties) in British Columbia willing to appoint one of its partners, as is agreed to by the Parties; or (b) if the Parties fail to agree on an accounting firm, a chartered professional accountant in the Province of British Columbia appointed by a judge of the Court, on the application of either Party, on notice to the other. The individual ultimately appointed to resolve the Earn Out Dispute (the "**Arbitrator**") must agree in writing to be bound by the provisions of this section.

iii. The Arbitrator, after giving the parties an opportunity to be heard, will determine the procedures for the arbitration of the Earn Out Dispute, provided that those procedures will include an opportunity for written submissions and responses to written submissions by or on behalf of each Party, and may also include an opportunity for oral argument and any other procedures that the Arbitrator considers appropriate. However, if the Parties agree on a code of procedures or on specific matters of procedure, that agreement will be binding on the Arbitrator. The Arbitrator will resolve the Earn Out Dispute and determine the Earn Out Amount payable by the Purchaser to the Vendor. The Arbitrator will issue written instructions to the parties with respect to the Arbitrator's decision. Subject to section 56 of the Act, the Arbitrator's determination of an Earn Out Dispute will be final and binding and there will be no appeal of that determination on any ground.

iv. The arbitration will be conducted in the English language and will take place in the City of Vancouver, unless otherwise agreed in writing by the Parties. The fees of the Arbitrator will be paid equally by the parties.

v. The Parties intend and will take all reasonable action that is necessary or advisable to ensure that there will be a speedy resolution of any Earn Out Dispute, and the Arbitrator will conduct the arbitration of the Earn Out Dispute with a view to making a determination and order as soon as possible.

vi. The Parties desire that any arbitration be conducted in strict confidence without disclosure to any Person of the existence or any aspect of an Earn Out Dispute except as is necessary for the resolution of the Earn Out Dispute, including to professionals such as auditors, legal advisors, or other experts engaged for the purpose of resolving the Earn Out Dispute. Any proceedings before the Arbitrator will be attended only by those Persons whose presence, in the opinion of the Parties or the Arbitrator, is reasonably necessary for the resolution of the Earn Out Dispute. All matters relating to, evidence presented to, submissions made in the course of, documents produced and information provided in accordance with this

section or any order of the Arbitrator, or created in the course of or for the purposes of the arbitration, as well as any arbitral award, will be kept confidential and will not be disclosed to any Person without the prior written consent of each Party, except as required in connection with an application of a Party under section 58 or section 61 of the Act or enforcing the arbitral award, or as required by applicable laws or by an order of an arbitrator made under a motion or application by either Party, on notice to the other.

6. General

a. The Purchaser shall be entitled to holdback and set off amounts owing by the Purchaser to the Vendor hereunder for claims of the Purchaser arising from a breach by the Vendor of any term of the Purchase Agreement, including the non-competition provisions contained herein provided that, in respect of set off, such claims are finally determined by the Court and, until such final determination has been made, the Purchaser may holdback any and all amounts due and payable to the Vendor under the Earn Out (if any).

7. Illustrative Earn Out Calculation

The following table illustrates the calculation of the Earn Out Amount over five (5) years of the Earn Out Period:

Year-End	**Eligible Hectares (A)**	**Marginal Rate (CAD/Ha) (B)**	**Payment per Threshold(s) (CAD)**	**Aggregate Previous Earn Out Payments (less) (C)**	**Earn Out Amount (CAD) [(A*B)-C]**
2025	4,000	0	0	0	0
2026	13,000	10,000 * 0 3,000 * $230	0 $690,000	0	$690,000
2027	21,000	10,000 * 0 10,000 * $230 1,000 * $420	0 $2,300,000 $420,000	$690,000	$2,030,000
2028	34,000	10,000 * 0 10,000 * $230 10,000 * $420 4,000 * $350	0 $2,300,000 $4,200,000 $1,400,000	$2,720,000	$5,180,000
2029	41,000	10,000 * 0 10,000 * $230 10,000 * $420 10,000 * $350 1,000 * 333.34	0 $2,300,000 $4,200,000 $3,500,000 $333,340	$7,090,000	$2,283,340

Year-End	Eligible Hectares (A)	Marginal Rate (CAD/Ha) (B)	Payment per Threshold(s) (CAD)	Aggregate Previous Earn Out Payments (less) (C)	Earn Out Amount (CAD) [(A*B)-C]
				Total Earn Out Paid in Example	$10,183,340

SCHEDULE 3.3
ALLOCATION OF PURCHASE PRICE

[TO BE COMPLETED PRIOR TO CLOSING]

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This is Exhibit **"B"** referred to in the Affidavit #6 of Saber Miresmailli affirmed before me at Vancouver, BC, this 4th day of November 2025

A Commissioner/Notary Public for the Province of British Columbia

No. B-250186
Estate 11-3209217
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL FILED BY ECOATION INNOVATIVE SOLUTIONS INC.

PROPOSAL

0876120 B.C. Ltd., formerly known as Ecoation Innovative Solutions Inc., ("**Ecoation**") hereby submits the following Proposal under Part III, Division I of the Act. Capitalized terms have the meanings ascribed to them in Article 1.1 below.

Recitals

A. On April 8, 2025, Ecoation filed a Notice of Intention to Make a Proposal under Part III, Division I of the Act.

B. Pursuant to orders pronounced on July 3, 2025, and August 8, 2025, the Court approved sales amounting to substantially all of Ecoation's Property. From these sales, Ecoation has received:

   (i) net cash Sale Proceeds of approximately $458,911; and

   (ii) the Earnout, granting Ecoation the right to receive up to $30,000,000 of additional proceeds in the next five years if specific milestones are achieved by the purchaser of certain assets from Ecoation.

C. Ecoation, in consultation with the Proposal Trustee, anticipates holding approximately $403,629 as the Cash Fund available for Distribution under this Proposal.

D. Pursuant to this Proposal, Ecoation wishes to distribute 80% of the Cash Fund (net of the priority payments made in accordance with this Proposal), plus a percentage of any future proceeds arising from the Earnout, to the Affected Creditors, to maximize their recovery and provide a superior recovery to that which they would achieve if Ecoation is assigned into bankruptcy.

ARTICLE I
Definitions and Interpretation

1.1 In this Proposal, capitalized terms have the following meanings:

   (a) "**Act**" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended from time to time;

(b) "**Administration Charge**" means the charge granted by the Court in the NOI Proceedings on April 15, 2025;

(c) "**Administrative Fees and Expenses**" means the fees and expenses of the Proposal Trustee, as well as the legal fees and disbursements of Ecoation and of the Proposal Trustee, on or incidental to this Proposal and the proceedings arising out of this Proposal, including all fees and expenses secured by the Administration Charge;

(d) "**Affected Claims**" means the Unsecured Claims, but does not include the Convenience Claims;

(e) "**Affected Creditors**" means Creditors holding Affected Claims, solely in respect of those Affected Claims;

(f) "**Cash Fund**" means the estimated $403,629 in cash funds to be held by Ecoation immediately prior to the Effective Date, including the Sale Proceeds less any required post-filing payments made by Ecoation in consultation with the Proposal Trustee;

(g) "**Claim**" means any right or claim of any person against Ecoation, in connection with or relating to any indebtedness, liability, action, cause of action, suit, debt due, trust obligations, account, bond, covenant, contract, counterclaim, demand, claim, right and obligation of any nature whatsoever, whether liquidated, un-liquidated, fixed, contingent, matured, legal, equitable, secured, present, future, known or unknown, and whether by guarantee, surety or otherwise in any way, and whether in whole or in part, incurred or arising or relating to the period prior to or existing on the date of this Proposal with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future based in whole or in part on facts, events or matters which existed or occurred on or before the Filing Date;

(h) "**Convenience Claim**" means any Unsecured Claim that is Proven, but does not exceed $10,000, or an Unsecured Claim that is Proven and exceeds $10,000, but the holder of such Unsecured Claim has advised the Proposal Trustee in writing prior to the Creditor's Meeting that it will accept payment of $10,000 in full and final satisfaction of its Unsecured Claim;

(i) "**Convenience Creditors**" means Creditors holding Convenience Claims, solely in respect of those Convenience Claims;

(j) "**Court**" means the Supreme Court of British Columbia in Bankruptcy and Insolvency;

(k) "**Court Approval Order**" means the order of the Court approving this Proposal pursuant to sections 58 and 59 of the Act, such order being unaffected by any appeal (including, without limitation, not being subject to any unexpired appeal period), or application to vary or set aside such order, which such order shall include, among other things, a provision directing any Person holding Property of Ecoation in reliance on or in connection with a Claim, to return such Property to Ecoation as

soon as reasonably practicable in accordance with the Court Approval Order, and stipulating that such returned Property shall be free and clear of all Claims;

(l) "**CRA**" means the Canada Revenue Agency;

(m) "**Creditor**" means any Person having a Claim and may, if the context requires, mean a trustee, receiver, receiver-manager, or other Person acting on behalf of or in the name of such Person;

(n) "**Creditors' Meeting**" means the meeting of Creditors held pursuant to sections 51 and 54 of the Act to consider and vote on the Proposal;

(o) "**Crown**" means Her Majesty in right of Canada or a Province thereof;

(p) "**Crown Claims**" means Claims of Her Majesty in Right of Canada or any Province of Canada of the kind contemplated in s. 60(1.1) of the Act;

(q) "**Director Claims**" means claims against directors of Ecoation that are based in whole or in part on facts, events or matters which existed or occurred on or before the date of this Proposal and that relate to the obligations of Ecoation for which the directors are by law liable in their capacity as directors for the payment of such obligations;

(r) "**Disputed Claim**" means any Claim, which has been received by the Proposal Trustee in accordance with the terms of this Proposal and the BIA but has not been accepted as proven or which is being disputed in whole or in part by the Proposal Trustee, or any other Person entitled to do so, and has not been resolved by agreement or by order of the Court;

(s) "**Distribution**" means any payment to Affected Creditors pursuant to Article 3.3 of this Proposal;

(t) "**Earnout**" means the earnout agreement attached as **Schedule "A"** to this Proposal, which for certainty, is a copy of the earnout agreement at Schedule 3.2.1 to the Asset Purchase Agreement approved by the Court in the NOI Proceedings on July 3, 2025, and attached as Exhibit A to the Fourt Affidavit of Saber Miresmailli filed on June 26, 2025;

(u) "**Effective Date**" means the date on which all conditions contained in Article 4 hereof have been satisfied or, as applicable, waived by Ecoation and the Proposal Trustee;

(v) "**Event of Default**" means the failure to pay the amount of the Cash Fund to be paid in accordance with the terms of this Proposal and/or statutory defaults under the BIA;

(w) **"Filing Date"** means April 8, 2025, the date on which Ecoation filed its Notice of Intention pursuant to Part III, Division I of the Act;

(x) "**Governmental Authority**" means:

(i) any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; and

(ii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them;

(y) "**Implementation Date**" means the date on which the conditions set out in Article 4.1 of this Proposal have been satisfied and the Proposal Trustee has delivered a certificate evidencing full performance of this Proposal for the purposes of section 65.3 of the Act, provided that no Event of Default has occurred under this Proposal that has not been cured or waived;

(z) "**ITA**" means the *Income Tax Act* (Canada);

(aa) "**Levy**" means the levy imposed by the Superintendent of Bankruptcy under the Act;

(bb) "**NOI Proceedings**" means the proceedings commenced by Ecoation in the Court pursuant to Part III, Division I of the Act, in File No. B-250186;

(cc) "**Person**" means any individual, partnership, limited partnership, joint venture, trust, body corporate, unincorporated organization, committee, board, government or agency or instrumentality thereof, and any other entity howsoever designated or constituted, and includes the Crown;

(dd) "**Post-Filing Claim**" means the claim of any Person against Ecoation that arose from the provision of authorized goods and services provided or otherwise incurred in the normal course of business during the Proposal Period;

(ee) "**Preferred Claim**" means that portion of any Claim that is afforded priority under section 136 of the Act;

(ff) "**Preferred Creditor**" means a Creditor holding a Preferred Claim, solely in respect of that Preferred Claim;

(gg) "**Property**" means all of the assets, undertakings and property of Ecoation wherever situated;

(hh) "**Proposal**" means this Proposal, as amended or altered from time to time;

(ii) **"Proposal Period"** means the period of time between the Filing Date and the Implementation Date;

(jj) "**Proposal Trustee**" means KPMG Inc., a licensed trustee in bankruptcy who has consented to act as, and is hereby designated as, the trustee acting under this Proposal;

(kk) "**Proven**" as used in relation to any Claim means such Claim as finally accepted or determined in accordance with the provisions of the Act and this Proposal;

(ll) "**Proxy**" means a completed and executed form of proxy in the form prescribed by the Act, by means of which a Creditor appoints a proxyholder to attend and act on the Creditor's behalf at the Creditors' Meeting;

(mm) "**Released Parties**" means those Persons released under this Proposal including, without limitation, under Articles 7.1 and 7.2 hereof;

(nn) "**Sale Proceeds**" means the approximately $458,911 of net cash sale proceeds received by Ecoation from the sales of its assets approved by the Court on July 3, 2025, and August 8, 2025, in the NOI Proceedings;

(oo) "**Secured Claim**" means a Claim in respect of which a Creditor holds Security that is validly attached as of the date of this Proposal, provided however such Claims shall be Secured Claims only to the extent of the realizable value of the assets secured by the Security, as such realizable value is determined (i) by the Proposal Trustee, or (ii) by the Court;

(pp) "**Secured Creditor**" means a Creditor holding a Secured Claim, solely in respect of its Secured Claim;

(qq) "**Security**" means a mortgage, hypothec, pledge, charge, lien, privilege, encumbrance or security interest on or against the Property of Ecoation or any part thereof as security for a debt due or accruing due to a Creditor by Ecoation, whether by way of direct indebtedness or by way of guarantee, indemnity, surety or otherwise;

(rr) "**Unaffected Claims**" means Administrative Fees and Expenses, Crown Claims, Post-Filing Claims, Secured Claims, and Convenience Claims;

(ss) "**Unsecured Claim**" means a Claim in respect of which a Creditor does not hold Security and is not afforded priority under section 136(1) of the Act, and includes, without limitation, Director Claims and that portion of any Secured Claim that exceeds the realizable value of the assets secured by the Security;

(tt) "**Unsecured Creditor**" means those Creditors holding Unsecured Claims, solely in respect of their Unsecured Claims;

(uu) "**Voting Letter**" shall mean the voting letter required by subsection 51(1) of the Act to be mailed to each known Affected Creditor prior to the Creditors' Meeting.

1.2 In this Proposal, unless expressly indicated to the contrary:

(a) terms not otherwise defined shall have the meaning ascribed to them in the Act;

(b) all references to dollars, money, cash, currency or "$" shall be in Canadian dollars unless otherwise indicated;

(c) words importing the singular number only shall include the plural number and vice versa;

(d) headings are for ease of reference only and shall not affect the meaning or the interpretation of this Proposal; and

(e) time shall be of the essence.

ARTICLE II
Purposes and Effect of the Proposal

2.1 The purposes of this Proposal are:

(a) for Ecoation to distribute 80% the Cash Fund (net of the priority payments made in accordance with this Proposal), plus a percentage of any future proceeds arising from the Earnout, to its Affected Creditors, in full and final satisfaction of the Affected Claims;

(b) for Ecoation to continue as a solvent legal entity following the performance of its obligations under this Proposal, so that it may collect any future proceeds received through the Earnout;

(c) to maximize the recovery of Ecoation's Affected Creditors compared to what they would receive in a bankruptcy of Ecoation; and

(d) to avoid the liquidation or bankruptcy of Ecoation and the loss of value to all Creditors;

all on the terms and conditions of the Proposal set out herein.

2.2 This Proposal restructures the affairs of Ecoation and amends the terms of any and all agreements between Ecoation and Creditors existing as at the date of this Proposal to the extent affected by the Proposal, and provides the essential terms on which all Affected Claims will be fully and finally resolved and settled. During the Proposal Period, the provisions of section 69.1 of the Act shall be in effect. Without limiting the generality of the foregoing, each Affected Creditor will be stayed from commencing or continuing any proceeding or remedy against: (i) Ecoation or its Property based upon a Claim existing on or before the Filing Date, including, without limitation, any proceeding or remedy to recover payment of that Claim, to realize against any Security interest granted in respect of that Claim, to recover or enforce a judgement against Ecoation in respect of that Claim, or to initiate any proceedings against Ecoation in respect of that Claim, or to initiate any proceedings against it under any applicable bankruptcy, insolvency or

other laws in respect of that Claim, other than an application or proceeding in connection with this Proposal; or (ii) any of the Released Parties.

2.3 This Proposal applies to and is binding on all Affected Creditors, whether or not any such Affected Creditor provides a Claim against Ecoation under this Proposal.

ARTICLE III
Treatment and Compromise of Claims

3.1 The Unsecured Creditors shall be the one (1) class of Creditors who may vote on this Proposal.

3.2 The Cash Fund shall be paid by Ecoation to the Proposal Trustee within ten (10) business days of the conditions precedent set out in Articles 4.1(a) and 4.1(b) of this Proposal being met.

3.3 Within sixty (60) business days of the Effective Date, or such later date as is reasonably practicable, the Proposal Trustee shall pay 80% of the Cash Fund to make the following Distributions, in full and final satisfaction of all Proven Claims:

(a) first, in an amount sufficient to pay in full on the Implementation Date, all outstanding Administrative Fees and Expenses;

(b) second, to satisfy Crown Claims, if any;

(c) third, to Secured Creditors in an amount sufficient to pay in full any Proven Secured Claims;

(d) fourth, to the Preferred Creditors, in an amount sufficient to pay in full the Proven Preferred Claims, if any;

(e) fifth, to the Convenience Creditors to satisfy the Convenience Claims; and

(f) sixth, the balance shall be paid *pro rata* to the Affected Creditors, based on the amounts of their respective Proven Affected Claims.

3.4 Immediately following the Distributions, Ecoation hereby grants to the Affected Creditors the right to receive the following percentages of any future proceeds arising from the Earnout:

(a) 50% of any Earnout payment received by Ecoation where such payment is less than $200,000; and

(b) 80% of any Earnout payment received by Ecoation where such payment is greater than or equal to $200,000.

Any such proceeds distributed to the Affected Creditors from the Earnout are to be shared *pro rata* amongst the Affected Creditors, based on the amounts of their Proven Affected Claims. The right of the Affected Creditors to receive these amounts shall continue only until the Proven Affected Claims are repaid in full, with zero interest accruing on any Proven Affected Claim after the Filing

Date. Ecoation shall use reasonable commercial efforts to distribute the appropriate Earnout amounts to the Affected Creditors promptly upon receiving any proceeds from the Earnout.

3.5 The following parties, to the extent of and in their capacity as holders of the following claims (all of which will be repaid in full under this Proposal or unaffected by this Proposal) shall not be entitled to vote on this Proposal:

(a) the parties to whom the Administrative Fees and Expenses are owed, to the extent of their claims for Administrative Fees and Expenses;

(b) Secured Creditors, to the extent of the Secured Claims; and

(c) the Preferred Creditors, if any, to the extent of any Proven Preferred Claims;

3.6 If any Unaffected Creditors also hold any Affected Claims, they will be entitled to prove those Affected Claims, vote with respect to those Affected Claims and receive distributions from the Cash Fund with respect to those Affected Claims.

3.7 The Levy shall be deducted by the Proposal Trustee from all Distributions to Creditors with Proven Affected Claims by the Proposal Trustee and remitted in accordance with the requirements of the Act.

3.8 The Proposal Trustee shall be entitled to deduct and withhold from any consideration payable to or otherwise contemplated by this Proposal, such amounts as the Proposal Trustee is required to deduct and withhold with respect to the making of such payment under the ITA or any provision of state, local or foreign tax law, and to take any action necessary to ensure that such deductions and withholdings are timely made. To the extent that the amounts are so withheld by the Proposal Trustee and paid to the appropriate Governmental Authority, such withheld amounts shall be treated for all purposes of this Proposal as having been paid to the Person who otherwise would have received the payment in respect of which such deduction and withholding was made by the Proposal Trustee.

3.9 Affected Creditors will accept the payments provided for in this Article 3 in complete satisfaction of all their Claims and all liens, certificates of pending litigation, executions or any other similar charges or actions or proceedings in respect of such Claims will have no effect in law or in equity against the Property or Ecoation. Upon the making of the payments provided for in this Article 3, any and all such Claims and all such liens, certificates or pending litigation, executions or other similar charges or actions will be discharged, dismissed or vacated without cost to Ecoation.

3.10 Any Person holding Property of Ecoation in reliance on or in connection with a Claim, shall be obligated to return such Property to Ecoation as soon as reasonably practicable in accordance with the Court Approval Order. The Proposal Trustee shall be entitled to deduct and withhold from any consideration payable to Persons contemplated by this Proposal (with any *pro rata* adjustments as required), the amount of Property that such Persons are withholding from Ecoation in connection with a Claim and have not yet returned to Ecoation in accordance with the Court Approval Order.

3.11 In the case of any Disputed Claim that has not been finally determined on the date of any

distribution to Creditors pursuant to this Proposal, the Proposal Trustee will reserve sufficient cash from the Cash Fund to distribute to the Creditor its distribution in respect of such Disputed Claim in the event that such Disputed Claim becomes a Proven Claim. If the Disputed Claim becomes a Proven Claim in whole or in part in accordance with the Act after the applicable distribution date, the cash reserved in respect of such Disputed Claim (or an appropriate portion thereof) will be distributed to such Creditor. If the Disputed Claim is ultimately disallowed in whole or in part in accordance with the Act after such distribution date, any cash reserved in respect of such Disputed Claim (or the appropriate portion thereof) will become available for distribution from the Cash Fund.

ARTICLE IV
Conditions Precedent to the Implementation of the Proposal

4.1 The following are conditions precedent to the implementation of the Proposal:

(a) the required majority of Unsecured Creditors voting to approve this Proposal;

(b) the Court Approval Order being granted, in a form satisfactory to the Proposal Trustee, acting reasonably; and

(c) the transfer of the Cash Fund from Ecoation to the Proposal Trustee in accordance with Article 3.2 of this Proposal.

ARTICLE V
Meeting of Unsecured Creditors

5.1 Ecoation shall hold the Creditors' Meeting for the Unsecured Creditors to consider and vote upon the Proposal, as may be amended, at such a date and time as may be called by the Proposal Trustee.

5.2 The Creditors' Meeting shall be confirmed in the notice of meeting to be mailed pursuant to the Act. All proofs of claims shall be delivered in accordance with the provisions of this Proposal, the Act, and any order which may be issued by the Court in respect of the procedure governing the Creditors' Meeting.

5.3 Each Unsecured Creditor shall be entitled to vote only as follows:

(a) each Affected Creditor shall be entitled to one vote in the amount equal to its Proven Affected Claim; and

(b) each Convenience Creditor shall be entitled to one vote in the amount equal to its Convenience Claim (or in the amount equal to its Proven Affected Claim if the Unsecured Creditor has an Unsecured Claim greater than $10,000, but elected to have its claim treated as a Convenience Claim under this Proposal), and such vote shall be deemed cast in favour of this Proposal.

5.4 In order that the Proposal be binding in accordance with the Act, it must first be accepted by the Unsecured Creditors by:

(a) votes representing a majority in number of the Unsecured Creditors who actually vote upon the Proposal (in person, by Proxy, or by deemed acceptance pursuant to this Article 5) at the Creditors' Meeting or by a Voting Letter; and

(b) votes representing two-thirds in value of the Proven Unsecured Claims who actually vote upon the Proposal (in person, by Proxy, or by deemed acceptance pursuant to this Article 5) at the Creditors' Meeting or by a Voting Letter.

ARTICLE VI
The Proposal Trustee

6.1 The Proposal Trustee is acting in its capacity as Proposal Trustee and not in its personal capacity and no officer, director, employee or agent of the Proposal Trustee shall incur any liabilities or obligations in connection with this Proposal or in respect of the business or obligations of Ecoation whether existing as at the date of this Proposal or incurred subsequent thereto.

6.2 Upon payment of the Distributions contemplated in Article 3.3 and the assignment of the Earnout rights contemplated in Article 3.4, the Proposal shall be satisfied in full, and the Proposal Trustee shall be entitled to apply for its discharge as Proposal Trustee hereunder. For greater certainty, the Proposal Trustee will not be responsible or liable for any obligations of Ecoation and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute a willful or wrongful act or default.

ARTICLE VII
Miscellaneous

7.1 The payment of the Distributions contemplated in Article 3.3 and the assignment of the Earnout rights contemplated in Article 3.4 shall operate as payment in full and final satisfaction of all Affected Claims (including, for certainty, all Director Claims), and each Affected Creditor will thereafter be deemed to have forever released Ecoation and its current and former directors, officers, employees and agents of any and all debts, liabilities, suits, claims and causes of action that it has, had, or may have for any matter, cause or anything existing as of the date of the Proposal.

7.2 On the Effective Date, all Affected Creditors will be deemed to have consented and agreed to all of the provisions of this Proposal in its entirety. For greater certainty, each such Affected Creditor will be deemed to have waived any default by Ecoation in any provision, express or implied, in any agreement existing between the Affected Creditor and Ecoation that has occurred on or prior to the Filing Date, and to have agreed that, to the extent that there is any conflict between the provisions of any such agreement and the provisions of the Proposal, the provisions of this Proposal take precedence and priority and the provisions of any such agreement are amended accordingly.

7.3 Sections 95 to 101 of the Act and any other laws relating to preferences, fraudulent conveyances or transfers at undervalue shall not apply to this Proposal or to any payment or distributions made in connection with the Proposal whether made before or after the Filing Date, including to any transactions contemplated by or implemented pursuant to, the Proposal, or to which the Proposal is conditional or dependent upon.

7.4 Ecoation covenants and agrees that during the course of the Proposal, it will remit to the CRA all amounts associated with payroll deductions (income tax deductions, Canada Pension Plan contributions and Employment Insurance premiums) if applicable and will file income tax returns and pay income taxes as required by the ITA.

7.5 This Proposal may be amended by Ecoation prior to or at the Creditors' Meeting.

Dated at the City of West Vancouver, in the Province of British Columbia, this 29th day of September, 2025.

0876120 B.C. LTD.

Per: 

Saber Miresmailli
CEO

SCHEDULE "A"

(see attached)

SCHEDULE 3.2.1
EARN OUT

1. Defined Terms

In addition to the defined terms in the Asset Purchase Agreement to which this Schedule is attached (the "**Purchase Agreement**"), which are incorporated by reference herein, for the purposes of calculating the Earn Out, the following defined terms apply:

a. "**Act**" means the *Arbitration Act* (British Columbia).

b. "**Affiliate**" has the meaning ascribed to such term in the *Business Corporations Act* (British Columbia).

c. "**Arbitrator**" is defined in this Schedule.

d. "**Customer**" means a person or entity that has agreed to receive services from the Purchaser Group for one or more of the Purchased Assets, namely "Cropscanner", "OKO IPM", "OKO Yield" or "OKO IPM + Yield".

e. "**Earn Out**" means the additional payments made by the Purchaser to the Vendor upon the achievement of certain milestones in accordance with the terms set out herein up to the Lifetime Maximum Earn Out Amount.

f. "**Earn Out Amount**" means the annual amount of the Earn Out payable by the Purchaser to the Vendor in respect of a given year in the Earn Out Period, calculated as (1) the sum of:

(A * B)

for each applicable threshold range in the table in the "Marginal Rate" definition, where:

A = Eligible Hectares in such applicable threshold range; and

B = Marginal Rate for such applicable threshold range,

minus, (2) the Previous Earn Out Payments,

provided that, in all cases, the Purchaser shall not pay and have no obligation to pay any Earn Out Amount: (i) in respect of years following the expiration of the Earn Out Period; (ii) that exceeds the "Maximum Payment per Threshold" for each threshold in the table setting out the Marginal Rate; and (iii) that exceeds the Lifetime Maximum Earn Out Amount.

g. "**Earn Out Dispute**" means any dispute between the Vendor and Purchaser in respect of the Earn Out.

h. "**Earn Out Period**" means the period starting on the Closing Date and ending on the fifth anniversary of the Closing Date.

i. "**Eligible Hectares**" means, in respect of a given year during the Earn Out Period, the aggregate number of Serviced Hectares calculated as at the Record Date.

j. "**Lifetime Maximum Earn Out Amount**" means the maximum earnable amount of the Earn Out, being $30,000,000.

k. "**Marginal Rate**" means the dollars-per-hectare rate applied on a marginal basis to the Eligible Hectares amount, where the applicable marginal rate is determined based on the aggregate Eligible Hectares from the beginning of the Earn Out Period up to and including the given year, as set out in the table below:

Threshold	CAD/Ha	Maximum Payment per Threshold (CAD)
0 to 10,000 Ha	$0.00	$0.00
10,001 to 20,000 Ha	$230.00	$2,300,000.00
20,001 to 30,000 Ha	$420.00	$4,200,000.00
30,001 to 40,000 Ha	$350.00	$3,500,000.00
40,001 to 100,000 Ha	$333.34	$20,000,000.00
	Total Payments	$30,000,000.00

l. "**Previous Earn Out Payments**" means, for the purpose of calculating the Earn Out Amount, the sum of all Earn Out payments made by the Purchaser in the previous years during the Earn Out Period.

m. "**Purchaser Group**" means, collectively, the Purchaser and its Affiliates (including Plant Products Inc.).

n. "**Record Date**" means the anniversary of the Closing Date each year during the Earn Out Period.

o. "**Serviced Hectare**" means a hectare that is serviced by one or more of the Purchased Assets and meets the following requirements:

i. the Customer has executed with the Purchaser Group a Written Agreement for Recurring Revenue following the Closing Date;

ii. the Customer has been issued an invoice during the applicable year of the Earn Out Period; and

iii. the Customer is not in material default or breach of any material terms of the applicable Written Agreement for Recurring Revenue, including, without limitation, any payment obligations of the Customer thereunder which default or breach has not been cured within a reasonable period of time as set out in the Written Agreement for Recurring Revenue and the applicable Written Agreement for Recurring Revenue remains active and not terminated or expired, and

for the avoidance of doubt, hectares are calculated on a per Purchased Asset basis such that if a hectare is being serviced by more than one of the Purchased Assets, the Serviced Hectares will be calculated on the basis that those hectares are being serviced once per Purchased Asset. For example, if 5,000 hectares are being serviced by both OKO IPM and OKO Yield this will count as 10,000 Serviced Hectares.

p. "**Transferred Employee**" means a Prospective Employee or contractor that (i) prior to Closing, accepted an Employment Offer or whose contract is an Assumed Contract, and (ii) following Closing, is an employee or contractor of or otherwise retained by the Purchaser (or another member of the Purchaser Group, as applicable).

q. "**Transferred Principals**" means, collectively, Saber Miresmailli and Maryam Antikchi.

r. "**Written Agreement for Recurring Revenue**" means a contract between a Customer and one or more members of the Purchaser Group that includes a minimum term of one year and for a minimum price depending on the applicable Purchased Asset, as follows: (i) for the Cropscanner, $225/Ha; (ii) for the OKO IPM, $450/Ha; (iii) for the OKO Yield, $900/Ha, and (iv) for the OKO IPM + Yield, $1,350/Ha.

2. Calculation and Payment of Earn Out Amount

a. By no later than 60 days following the Record Date, the Purchaser shall deliver to the Vendor a report setting out (i) the Eligible Hectares for the previous year of the Earn Out Period, and (ii) a calculation of the Earn Out Amount for such year (the "**Annual Earn Out Report**").

b. By no later than 10 days after receipt of the Annual Earn Out Report (the "**Review Period**"), the Vendor shall confirm in writing of its intention to commence an Earn Out Dispute in respect of the applicable Annual Earn Out Report (a "**Dispute Notice**"). Unless a Dispute Notice is received by the expiry of the applicable Review Period, the Annual Earn Out Report shall be deemed to have been finally accepted by the Vendor.

c. The Purchaser shall pay to the Vendor the Earn Out Amount within 60 days after delivery by the Purchaser of the Annual Earn Out Report, or 60 days after a final determination of the Earn Out Amount pursuant to the dispute resolution process set out in Section 5.

3. Decision-Making and Control

a. The Purchaser shall be in complete possession and control of all decision-making and operation of the Purchased Business and Purchased Assets following the Closing Date in its sole and absolute discretion. Nothing herein shall be construed as giving the Vendor or Proposal Trustee any right or obligation to oversee, consult, participate in or require any matter or thing in respect of the Purchaser's operation of the Purchased Business and the Purchased Assets following the Closing Date; *provided that* the Purchaser and Biobest Group NV shall not take any actions or cause or permit anything to be done with the sole purpose of avoiding the payment of the Earn Out Amount or reducing the Earn Out Amount. Notwithstanding anything to the contrary herein, nothing herein shall be construed as creating or imposing an obligation or duty on the Purchaser to operate the Purchased Business in a manner intended to maximize any Earn Out Amount, and the Vendor acknowledges that no such duty or obligation exists.

b. Notwithstanding the foregoing, (i) the Purchaser shall not cause or permit any member(s) of the Purchaser Group to enter into any agreement with a Customer to provide the Cropscanner, OKO IPM, OKO Yield or OKO IPM + Yield products unless (A) such contracts qualify as Written Agreements for Recurring Revenue, or (B) in respect of any such contracts, a member of the Purchaser Group has entered into a corresponding agreement with the Purchaser that qualifies as a Written Agreement for Recurring Revenue; and (ii) the Purchaser shall not cause or permit any member(s) of the Purchaser Group to provide any Customer with the benefit of the services of the Purchased Assets without (A) such Customer entering into a Written Agreement for Recurring Revenue, or (B) in respect of such Customer, a member of the Purchaser Group entering into a corresponding agreement with the Purchaser that qualifies as a Written Agreement for Recurring Revenue. In addition to any other rights and remedies available to the Vendor hereunder, in the event of an arrangement between a Customer and the Purchaser Group which violates this Section 3.b., such arrangement shall be deemed to be a Written Agreement for Recurring Revenue at the applicable minimum price depending on the applicable Purchased Asset for all purposes relating to the calculation of the Earn Out Amount. Notwithstanding the foregoing sentence, no such arrangement with a Customer shall be deemed a Written Agreement for Recurring Revenue if, following Closing, such arrangement was entered into by a Transferred Principal on behalf of the Purchaser (*unless* the Transferred Principal was duly directed to do so by a member of the Purchaser Group that is not a Transferred Employee).

4. Non-Competition

a. During the Earn Out Period, the Vendor shall not, and shall not directly or indirectly cause any of its Affiliates or any of its or their respective directors, officers, employees, shareholders, contractors or agents to, directly or indirectly, anywhere in North America or any other jurisdiction in which the Purchased Business operates or has material customers as of or after the Closing Date:

i. engage in the development, production, marketing, sale, licensing or provision of any software, platform, technology, or service that competes, directly or indirectly, with the Purchased Business as conducted as of the Closing Date;

ii. hold any ownership interest in, or provide financing, services, strategic advice or assistance to, any Person (including any start-up, investor group, or incubator) that engages in any business that competes, directly or indirectly, with the Purchased Business;

iii. solicit or attempt to solicit any customers, clients, suppliers, vendors, referral sources, distributors, resellers or other business partners of the Purchased Business for any business that competes, directly or indirectly, with the Purchased Business; or

iv. use any confidential information or trade secrets of the Purchased Business to aid or support the development or commercialization of any competing product, platform, service or technology.

b. For the purposes of this Section, a business or activity shall be deemed to "compete" if it is of the same nature as, substantially similar to, or reasonably likely to substitute for any material product, service, or solution offered by the Purchased Business as of the Closing Date.

c. Nothing in this Section shall prevent the Vendor from (i) passively owning less than five percent (5%) of the outstanding securities of a publicly traded company, or (ii) selling or disposing of assets of the Vendor that are not acquired by the Purchaser under the Purchase Agreement.

d. The Vendor undertakes and covenants in favour of the Purchaser and its Affiliates that no Transferred Principal shall, directly or indirectly, engage in any conduct that would contravene this Section if undertaken by the Vendor. The Vendor shall be liable to the Purchaser and its Affiliates for any such contravening conduct by a Transferred Principal as if it were the Vendor's own breach of this Section.

e. The Vendor acknowledges and agrees that the restrictions set out in this Section are reasonable in scope, geography and duration in light of the legitimate business interests of the Purchaser and that a breach of this Section would result in irreparable harm to the Purchaser for which monetary damages alone would not be an adequate remedy. Accordingly, the Purchaser shall be entitled to seek injunctive relief and other equitable remedies to enforce the provisions of this Section, in addition to any other rights or remedies available at law or in equity.

f. In the event of a material breach by the Vendor, or any breach by a Transferred Principal, of any provision of this Section 4, the Vendor shall forfeit any and all rights to receive any unpaid portion of the Earn Out, and the Purchaser shall have no further obligation to make any Earn Out payments. The Parties agree that such forfeiture shall represent a genuine pre-estimate of the damages that would be suffered by the Purchaser as a result of such breach and not a penalty. The Purchaser's forfeiture of the Earn Out is without prejudice

to the Purchaser's right to pursue any other legal or equitable remedies against the Vendor, including the right to commence legal proceedings to recover any additional damages or seek injunctive relief.

5. Dispute Resolution Process

a. Any Earn Out Disputes shall be subject to the following dispute resolution process:

i. Earn Out Disputes shall be initiated pursuant to a Dispute Notice prior to the expiry of the applicable Review Period.

ii. Earn Out Disputes will be finally determined by (a) a partner of, and appointed for this purpose by, any other major accounting firm (provided such firm is not the auditor of any of the Parties) in British Columbia willing to appoint one of its partners, as is agreed to by the Parties; or (b) if the Parties fail to agree on an accounting firm, a chartered professional accountant in the Province of British Columbia appointed by a judge of the Court, on the application of either Party, on notice to the other. The individual ultimately appointed to resolve the Earn Out Dispute (the "**Arbitrator**") must agree in writing to be bound by the provisions of this section.

iii. The Arbitrator, after giving the parties an opportunity to be heard, will determine the procedures for the arbitration of the Earn Out Dispute, provided that those procedures will include an opportunity for written submissions and responses to written submissions by or on behalf of each Party, and may also include an opportunity for oral argument and any other procedures that the Arbitrator considers appropriate. However, if the Parties agree on a code of procedures or on specific matters of procedure, that agreement will be binding on the Arbitrator. The Arbitrator will resolve the Earn Out Dispute and determine the Earn Out Amount payable by the Purchaser to the Vendor. The Arbitrator will issue written instructions to the parties with respect to the Arbitrator's decision. Subject to section 56 of the Act, the Arbitrator's determination of an Earn Out Dispute will be final and binding and there will be no appeal of that determination on any ground.

iv. The arbitration will be conducted in the English language and will take place in the City of Vancouver, unless otherwise agreed in writing by the Parties. The fees of the Arbitrator will be paid equally by the parties.

v. The Parties intend and will take all reasonable action that is necessary or advisable to ensure that there will be a speedy resolution of any Earn Out Dispute, and the Arbitrator will conduct the arbitration of the Earn Out Dispute with a view to making a determination and order as soon as possible.

vi. The Parties desire that any arbitration be conducted in strict confidence without disclosure to any Person of the existence or any aspect of an Earn Out Dispute except as is necessary for the resolution of the Earn Out Dispute, including to professionals such as auditors, legal advisors, or other experts engaged for the purpose of resolving the Earn Out Dispute. Any proceedings before the Arbitrator will be attended only by those Persons whose presence, in the opinion of the Parties or the Arbitrator, is reasonably necessary for the resolution of the Earn Out Dispute. All matters relating to, evidence presented to, submissions made in the course of, documents produced and information provided in accordance with this

section or any order of the Arbitrator, or created in the course of or for the purposes of the arbitration, as well as any arbitral award, will be kept confidential and will not be disclosed to any Person without the prior written consent of each Party, except as required in connection with an application of a Party under section 58 or section 61 of the Act or enforcing the arbitral award, or as required by applicable laws or by an order of an arbitrator made under a motion or application by either Party, on notice to the other.

6. General

a. The Purchaser shall be entitled to holdback and set off amounts owing by the Purchaser to the Vendor hereunder for claims of the Purchaser arising from a breach by the Vendor of any term of the Purchase Agreement, including the non-competition provisions contained herein provided that, in respect of set off, such claims are finally determined by the Court and, until such final determination has been made, the Purchaser may holdback any and all amounts due and payable to the Vendor under the Earn Out (if any).

7. Illustrative Earn Out Calculation

The following table illustrates the calculation of the Earn Out Amount over five (5) years of the Earn Out Period:

Year-End	**Eligible Hectares (A)**	**Marginal Rate (CAD/Ha) (B)**	**Payment per Threshold(s) (CAD)**	**Aggregate Previous Earn Out Payments (less) (C)**	**Earn Out Amount (CAD) [(A*B)-C]**
2025	4,000	0	0	0	0
2026	13,000	10,000 * 0 3,000 * $230	0 $690,000	0	$690,000
2027	21,000	10,000 * 0 10,000 * $230 1,000 * $420	0 $2,300,000 $420,000	$690,000	$2,030,000
2028	34,000	10,000 * 0 10,000 * $230 10,000 * $420 4,000 * $350	0 $2,300,000 $4,200,000 $1,400,000	$2,720,000	$5,180,000
2029	41,000	10,000 * 0 10,000 * $230 10,000 * $420 10,000 * $350 1,000 * 333.34	0 $2,300,000 $4,200,000 $3,500,000 $333,340	$7,090,000	$2,283,340

Year-End	Eligible Hectares (A)	Marginal Rate (CAD/Ha) (B)	Payment per Threshold(s) (CAD)	Aggregate Previous Earn Out Payments (less) (C)	Earn Out Amount (CAD) [(A*B)-C]
				Total Earn Out Paid in Example	$10,183,340

This is Exhibit **"C"** referred to in the Affidavit #6 of Saber Miresmailli affirmed before me at Vancouver, BC, this 4th day of November 2025

A Commissioner/Notary Public for the Province of British Columbia

KPMG Inc.
777 Dunsmuir St.
Vancouver BC
V7Y 1K3

Telephone (604) 691 3000.
Fax (604) 691-3031
Internet www.kpmg.ca

October 6, 2025

District of: British Columbia
Division No.: 03 – Vancouver
Court No.: B-250186
Estate No.: 11-3209217

To the creditors of 0876120 BC LTD (formerly known as Ecoation Innovative Solutions Inc. ("Ecoation")):

Re: Proposal & Related Documents Concerning the Proposal of Ecoation

Enclosed, please find the following documents:

1. Notice of Proposal to Creditors
2. Condensed Statement of the Debtor's Assets, Liabilities and List of Creditors
3. Proposal
4. Report of the Trustee on the Financial Situation of the Debtor and on the Proposal
5. Proof of Claim Form
6. Guide to complete the Proof of Claim Form
7. Proxy
8. Voting Letter
9. Convenience Creditor Election Form

We request that you complete the enclosed Proof of Claim, attaching a supporting Statement of Affairs indicating the amount owed to you as of the date of the Notice of Intention to Make a Proposal, being **April 8, 2025**. In addition to the Proof of Claim, we request that you complete the attached "Proxy" indicating who you will be appointing to act on your behalf at the Meeting of Creditors. Also, it is necessary that you complete the attached "Voting Letter" indicating whether you are voting for or against the Proposal. If applicable, please complete the "Convenience Creditor Election Form".

Once you have completed the above documents, please forward them, via email, to KPMG Inc. to the attention of Mackenzie Wong. If applicable, the "Convenience Creditor Election Form" should be returned to KPMG Inc. prior to the Convenience Creditor Election Deadline being **October 15, 2025 at 5:00 p.m. PST**. We should be in receipt of the other documents prior to the start of the Meeting of Creditors scheduled to be held virtually on **October 17, 2025 at 10:00 a.m. PST**. Please refer to the attached Notice of Proposal to Creditors for details on the Meeting of Creditors. We trust you will find the enclosed information in order, but should require any further information with respect to this matter, contact details are provided below:

Email: ecoation@kpmg.ca
Website: kpmg.com/ca/ecoation

KPMG Inc.
In its capacity as Proposal Trustee of
0876120 BC LTD (formerly known as Ecoation Innovative Solutions Inc.)
and not in its personal or corporate capacity

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District of: British Columbia
Division No. 03 - Vancouver
Court No. B-250186
Estate No. 11-3209217

FORM 92
Notice of Proposal to Creditors
(Section 51 of the Act)

In the Matter of the Proposal of
Ecoation Innovative Solutions Inc.
of the City of West Vancouver, in the Province of British Columbia

Take notice that Ecoation Innovative Solutions Inc. of the City of West Vancouver in the Province of British Columbia has lodged with me a proposal under the *Bankruptcy and Insolvency Act*.

A copy of the proposal, a condensed statement of the debtor's assets, and liabilities, and a list of the creditors affected by the proposal and whose claims amount to $250 or more are enclosed.

A general meeting of the creditors will be held on the 17th day of October 2025 at 10:00 AM at Virtual Meeting or Phone Conference ID: 693145045#, Calling Number: 604-424-4047.

The creditors or any class of creditors qualified to vote at the meeting may by resolution accept the proposal either as made or as altered or modified at the meeting. If so accepted and if approved by the court the proposal is binding on all the creditors or the class of creditors affected.

Proofs of claim must be lodged with me prior to the commencement of the meeting.

Proxies and voting letters intended to be used at the meeting may be filed at any time up until the moment a vote is called.

Dated at the City of Vancouver in the Province of British Columbia, this 6th day of October 2025.

KPMG Inc. - Licensed Insolvency Trustee

777 Dunsmuir St.
Vancouver BC V7Y 1K3
Phone: (604) 646-6398 Fax: (604) 691-3036

(A form of proof of claim, a form of proxy and a voting letter should be enclosed with each notice.)

District of: British Columbia
Division No. 03 - Vancouver
Court No. B-250186
Estate No. 11-3209217

FORM 92 --- Concluded

In the Matter of the Proposal of
Ecoation Innovative Solutions Inc.
of the City of West Vancouver, in the Province of British Columbia

List of Creditors with claims of $250 or more.

Creditor	Address	Account#	Claim Amount
Agriculture and Agri-Food Canada	1341 Baseline Road Ottawa ON K1A 0C5		3,297,529.00
BC Employer Health Tax	1225 Douglas Street Victoria BC V8W 2E6		500.00
Daedalus Tech	43 - Av nacoes unidas Bauru, SP 170 13-035 Brazil		8,608.00
KPMG LLP	777 Dunsmuir St, PO Box 10426 Vancouver BC V7Y 1K3	SR&ED	45,580.00
Munck Wilson Mandala LLP	2000 Mckinney Ave, Suite 900 Dallas TX 75201 USA		25,271.00
Royal Bank of Canada	1789 Lonsdale Ave North Vancouver BC V7M 2J6		66,000.00
Saber Miresmailli	1209 Haywood Ave West Vancouver BC V7T 1V2		17,625.00
Snowflake	P.O. BOX 734951 Dallas TX 753 73-4951 USA		8,368.00
ValleyMedia Inc.	600 S Andrews Ave Ste 405 Ft Lauderdale FL 33301 USA		6,000.00
Various Employees	Various BC		38,058.00
X-Naut	1332 Gladys Avenue Long Beach CA 90804 USA		4,738.00
Total			3,518,277.00

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District of: British Columbia
Division No. 03 - Vancouver
Court No. B-250186
Estate No. 11-3209217

[X] Original [ ] Amended

Form 78

Statement of Affairs (Corporate Proposal)
(Subsection 49(2) and Paragraph 158(d) of the Act / subsections 50(2) and 62(1) of the Act)

In the Matter of the Proposal of
Ecoation Innovative Solutions Inc.
of the City of West Vancouver, in the Province of British Columbia

To the debtor:

You are required to carefully and accurately complete this form and the applicable attachments showing the state of your affairs on the date of the filing of your proposal (or notice of intention, if applicable), on the 8th day of April 2025. When completed, this form and the applicable attachments will constitute the Statement of Affairs and must be verified by oath or solemn declaration by a duly authorized director, if the debtor is a corporation, or by yourself, in other cases..

Give reasons for the bankrupt's/debtor's financial difficulty (Select all that apply and provide details):

[ ] Negative market conditions;	[ ] Foreign Exchange Fluctuations;	[x] Economic Downturn;	[x] Poor Financial Performance;	[ ] Legal Matters (Provide details);
[x] Lack of Working Capital/Funding;	[ ] Competition;	[ ] Legislated or Regulatory Restrictions;	[ ] Natural Disaster;	[ ] Increased Cost of Doing Business;
[ ] Overhead Increasing;	[ ] Faulty Infrastructure or Business Model;	[ ] Unsuccessful Marketing Initiatives;	[ ] Personal Issues;	[ ] Poor Management;
[ ] Faulty Accounting;	[ ] Tax Liabilities;	[ ] Labour;	[ ] Other (Please specify).	

Provide relevant details:

ASSETS

(totals from the list of assets as stated and estimated by bankrupt/debtor)

1. Cash on hand		403,629.00
2. Deposits in financial institutions		0.00
3. Accounts receivable and other receivables		
Total amount	0.00	
Estimated realizable value	0.00	0.00
4. Inventory		0.00
5. Trade fixtures, etc.		0.00
6. Livestock		0.00
7. Machinery and equipment		0.00
8. Real property or immovables		0.00
9. Furniture		0.00
10. Intangible assets (intellectual properties, licences, cryptocurrencies, digital tokens, etc.)		0.00
11. Vehicles		0.00
12. Securities (shares, bonds, debentures, etc.)		0.00
13. Other property		0.00
Total of lines 1 to 13		403,629.00
If debtor is a corporation, add:		
Amount of subscribed capital	0.00	
Amount paid on capital	0.00	
Balance subscribed and unpaid	0.00	
Estimated to produce	0.00	0.00
Total assets		403,629.00
Deficiency		-3,114,651.00
Total value of assets located outside Canada included in lines 1 to 13		0.00

LIABILITIES

(totals from the list of liabilities as stated and estimated by bankrupt/debtor)

1. Secured creditors	66,000.00
2. Preferred creditors, securities, and priorities	0.00
3. Unsecured creditors	3,452,280.00
4. Contingent, trust claims or other liabilities estimated to be provable for	0.00
Total liabilities	3,518,280.00
Surplus	3,114,651.00

FORM 78 -- Continued

List of Assets

Arrange by Nature of asset and number consecutively

No.	Nature of asset [1]	Address/Location	Asset located outside Canada	Details	Percentage of bankrupt's/debtor's interest	Total value of the bankrupt's/debtor's interest	Estimated realizable value	Equity or Surplus	Placeholder (values on this line are for notification
101	Cash on hand	n/a	☐	Cash on hand - Cash on hand	100.00	403,629.00	403,629.00	337,629.00	☐
					Total	**403,629.00**	**403,629.00**		

[1]Choose one option for each item: Cash on hand; Deposits in financial institutions; Accounts receivable and other receivables; Inventory; Trade fixtures, etc.; Livestock; Machinery and equipment; Residential rental property; Commercial building; Industrial building; Land; Immovable industrial equipment; Other real property; Furniture; Intangible assets (intellectual properties, licences, cryptocurrencies, digital tokens, etc.); Vehicles; Securities (shares, bonds, debentures, etc.); Bills of exchange, promissory note, etc.; Tax refunds; Other personal property.

Saber Miresmailli

29-Sep-2025
Date

FORM 78 -- Continued

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability [2]	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority [3]	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
1	Agriculture and Agri-Food Canada	1341 Baseline Road Ottawa ON K1A 0C5	Other	Gov't Lender		3,297,529.00	0.00	0.00	0.00	3,297,529.00			0.00	☐
2	BC Employer Health Tax	1225 Douglas Street Victoria BC V8W 2E6	Other	Employer Health Tax		500.00	0.00	0.00	0.00	500.00			0.00	☐
3	Canada Revenue Agency	Pacific Insolvency Intake Centre 9755 King George Boulevard Surrey BC V3T 5E1	Corporate taxes	Corporate Tax		1.00	0.00	0.00	0.00	1.00			0.00	☒
4	Daedalus Tech	43 - Av nacoes unidas Bauru, SP 170 13-035 Brazil	Other	Vendor		8,608.00	0.00	0.00	0.00	8,608.00			0.00	☐
5	KPMG LLP	777 Dunsmuir St, PO Box 10426 Vancouver BC V7Y 1K3	Other	Vendor		45,580.00	0.00	0.00	0.00	45,580.00			0.00	☐
6	Munck Wilson Mandala LLP	2000 Mckinney Ave, Suite 900 Dallas TX 75201 USA	Other	Vendor		25,271.00	0.00	0.00	0.00	25,271.00			0.00	☐
7	Royal Bank of Canada	1789 Lonsdale Ave North Vancouver BC V7M 2J6	Other	Credit Card Facilities	15-Mar-2010	0.00	66,000.00	0.00	0.00	66,000.00	101		337,629.00	☐
8	Saber Miresmailli	1209 Haywood Ave West Vancouver BC V7T 1V2	Other	Director Vacation Pay		17,625.00	0.00	0.00	0.00	17,625.00			0.00	☐

Saber Miresmailli

29-Sep-2025
Date

FORM 78 -- Continued

List of Liabilities

No.	Name of creditor or claimant	Address	Nature of liability [2]	Details	Date given/ incurred	Amount of Claim					Asset securing the liability	Ground for the right to a priority [3]	Estimated surplus or (deficit) from security	Place-holder (values on this line are for notification only)
						Unsecured	Secured	Preferred/Priorities	Contingent, trust claims or other liabilities	Total amount of claim				
9	Snowflake	P.O. BOX 734951 Dallas TX 753 73-4951 USA	Other	Vendor		8,368.00	0.00	0.00	0.00	8,368.00			0.00	☐
10	ValleyMedia Inc.	600 S Andrews Ave Ste 405 Ft Lauderdale FL 33301 USA	Other	Vendor		6,000.00	0.00	0.00	0.00	6,000.00			0.00	☐
11	Various Employees	Various	Severance pay	Termination & Severance		38,058.00	0.00	0.00	0.00	38,058.00			0.00	☐
12	Worksafe BC Attn: Collections	PO Box 5350 Station Terminal Vancouver BC V6B 5L5	Other	Vendor		1.00	0.00	0.00	0.00	1.00			0.00	☒
13	WSIB	200 Front Street, Ground Floor Toronto ON M5V 3J1	Other	Vendor		1.00	0.00	0.00	0.00	1.00			0.00	☒
14	X-Naut	1332 Gladys Avenue Long Beach CA 90804 USA	Other	Vendor		4,738.00	0.00	0.00	0.00	4,738.00			0.00	☐
					Total	**3,452,280.00**	**66,000.00**	**0.00**	**0.00**	**3,518,280.00**				

[2] Choose one option for each item: Accounts payable; Owed rent; Owed wages; Severance pay; Corporate taxes; Sales taxes; Employee source deductions; Litigation/legal costs and awards; Subordinated debenture; Bills of exchange; Promissory notes; Lien notes; Mortgages or hypothec on real or immovable property; Chattel mortgages or movable hypothec; General Security Agreement; Intercompany loans; Bank loans (except real property mortgage); Finance company loans; Shareholder loans; Shares and subscribed capital; Other claim or liability.

[3] Choose one option for each item with a preferred or priority amount: Unpaid supplier; Farmer, fisherman or aquaculturist; Owed wages; Unpaid amount regarding pension plan; Municipal taxes; Rent; Customer of a bankrupt securities firm; Deemed trust in favour of the Crown; Priming charges and interim financing; Environmental liabilities; Other.

Saber Miresmailli

29-Sep-2025
Date

FORM 78 -- Concluded

I, Saber Miresmailli, of the City of West Vancouver in the Province of British Columbia, do swear (or solemnly declare) that this statement and the attached lists are, to the best of my knowledge, a full, true and complete statement of the affairs of the Corporation on the 29th day of September 2025 and fully disclose all property of every description that is in my possession or that may devolve on me in accordance with the Act.

"I acknowledge the solemnity of making a sworn statement/solemn declaration and acknowledge the consequences of making an untrue statement." and
"I was not physically present before the person before whom this affidavit was sworn or affirmed but was in that person's presence using video conferencing."

SWORN (or SOLEMNLY DECLARED) remotely by Saber Miresmailli stated as being located in the City of West Vancouver in the Province of British Columbia before me at the City of Vancouver in the Province of British Columbia, on this 29th day of September 2025 in accordance with provincial Regulation on Administering Oath or Declaration Remotely.

Saber Miresmailli

Commissioner for Taking Affidavits

Averi Brailey
ARTICLING STUDENT
Osler, Hoskin & Harcourt LLP
Suite 3000, Bentall Four
1055 Dunsmuir Street
Vancouver, BC V7X 1K8
TELEPHONE: 236-466-2861

Court No. B-250186

Estate No. 11-3209217

In the Matter of the Proposal of
Ecoation Innovative Solutions Inc.
of the City of West Vancouver, in the Province of
British Columbia

Form 78 (8R22)
Statement of affairs (Business bankruptcy)

KPMG Inc. - Licensed Insolvency Trustee

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777 Dunsmuir St.
Vancouver BC V7Y 1K3
Phone: (604) 646-6398 Fax: (604) 691-3036

3

No. B-250186
Estate 11-3209217
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL FILED BY ECOATION INNOVATIVE SOLUTIONS INC.

PROPOSAL

0876120 B.C. Ltd., formerly known as Ecoation Innovative Solutions Inc., ("**Ecoation**") hereby submits the following Proposal under Part III, Division I of the Act. Capitalized terms have the meanings ascribed to them in Article 1.1 below.

Recitals

A. On April 8, 2025, Ecoation filed a Notice of Intention to Make a Proposal under Part III, Division I of the Act.

B. Pursuant to orders pronounced on July 3, 2025, and August 8, 2025, the Court approved sales amounting to substantially all of Ecoation's Property. From these sales, Ecoation has received:

   (i) net cash Sale Proceeds of approximately $458,911; and

   (ii) the Earnout, granting Ecoation the right to receive up to $30,000,000 of additional proceeds in the next five years if specific milestones are achieved by the purchaser of certain assets from Ecoation.

C. Ecoation, in consultation with the Proposal Trustee, anticipates holding approximately $403,629 as the Cash Fund available for Distribution under this Proposal.

D. Pursuant to this Proposal, Ecoation wishes to distribute 80% of the Cash Fund (net of the priority payments made in accordance with this Proposal), plus a percentage of any future proceeds arising from the Earnout, to the Affected Creditors, to maximize their recovery and provide a superior recovery to that which they would achieve if Ecoation is assigned into bankruptcy.

ARTICLE I
Definitions and Interpretation

1.1 In this Proposal, capitalized terms have the following meanings:

   (a) "**Act**" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended from time to time;

(b) "**Administration Charge**" means the charge granted by the Court in the NOI Proceedings on April 15, 2025;

(c) "**Administrative Fees and Expenses**" means the fees and expenses of the Proposal Trustee, as well as the legal fees and disbursements of Ecoation and of the Proposal Trustee, on or incidental to this Proposal and the proceedings arising out of this Proposal, including all fees and expenses secured by the Administration Charge;

(d) "**Affected Claims**" means the Unsecured Claims, but does not include the Convenience Claims;

(e) "**Affected Creditors**" means Creditors holding Affected Claims, solely in respect of those Affected Claims;

(f) "**Cash Fund**" means the estimated $403,629 in cash funds to be held by Ecoation immediately prior to the Effective Date, including the Sale Proceeds less any required post-filing payments made by Ecoation in consultation with the Proposal Trustee;

(g) "**Claim**" means any right or claim of any person against Ecoation, in connection with or relating to any indebtedness, liability, action, cause of action, suit, debt due, trust obligations, account, bond, covenant, contract, counterclaim, demand, claim, right and obligation of any nature whatsoever, whether liquidated, un-liquidated, fixed, contingent, matured, legal, equitable, secured, present, future, known or unknown, and whether by guarantee, surety or otherwise in any way, and whether in whole or in part, incurred or arising or relating to the period prior to or existing on the date of this Proposal with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future based in whole or in part on facts, events or matters which existed or occurred on or before the Filing Date;

(h) "**Convenience Claim**" means any Unsecured Claim that is Proven, but does not exceed $10,000, or an Unsecured Claim that is Proven and exceeds $10,000, but the holder of such Unsecured Claim has advised the Proposal Trustee in writing prior to the Creditor's Meeting that it will accept payment of $10,000 in full and final satisfaction of its Unsecured Claim;

(i) "**Convenience Creditors**" means Creditors holding Convenience Claims, solely in respect of those Convenience Claims;

(j) "**Court**" means the Supreme Court of British Columbia in Bankruptcy and Insolvency;

(k) "**Court Approval Order**" means the order of the Court approving this Proposal pursuant to sections 58 and 59 of the Act, such order being unaffected by any appeal (including, without limitation, not being subject to any unexpired appeal period), or application to vary or set aside such order, which such order shall include, among other things, a provision directing any Person holding Property of Ecoation in reliance on or in connection with a Claim, to return such Property to Ecoation as

soon as reasonably practicable in accordance with the Court Approval Order, and stipulating that such returned Property shall be free and clear of all Claims;

(l) "**CRA**" means the Canada Revenue Agency;

(m) "**Creditor**" means any Person having a Claim and may, if the context requires, mean a trustee, receiver, receiver-manager, or other Person acting on behalf of or in the name of such Person;

(n) "**Creditors' Meeting**" means the meeting of Creditors held pursuant to sections 51 and 54 of the Act to consider and vote on the Proposal;

(o) "**Crown**" means Her Majesty in right of Canada or a Province thereof;

(p) "**Crown Claims**" means Claims of Her Majesty in Right of Canada or any Province of Canada of the kind contemplated in s. 60(1.1) of the Act;

(q) "**Director Claims**" means claims against directors of Ecoation that are based in whole or in part on facts, events or matters which existed or occurred on or before the date of this Proposal and that relate to the obligations of Ecoation for which the directors are by law liable in their capacity as directors for the payment of such obligations;

(r) "**Disputed Claim**" means any Claim, which has been received by the Proposal Trustee in accordance with the terms of this Proposal and the BIA but has not been accepted as proven or which is being disputed in whole or in part by the Proposal Trustee, or any other Person entitled to do so, and has not been resolved by agreement or by order of the Court;

(s) "**Distribution**" means any payment to Affected Creditors pursuant to Article 3.3 of this Proposal;

(t) "**Earnout**" means the earnout agreement attached as **Schedule "A"** to this Proposal, which for certainty, is a copy of the earnout agreement at Schedule 3.2.1 to the Asset Purchase Agreement approved by the Court in the NOI Proceedings on July 3, 2025, and attached as Exhibit A to the Fourt Affidavit of Saber Miresmailli filed on June 26, 2025;

(u) "**Effective Date**" means the date on which all conditions contained in Article 4 hereof have been satisfied or, as applicable, waived by Ecoation and the Proposal Trustee;

(v) "**Event of Default**" means the failure to pay the amount of the Cash Fund to be paid in accordance with the terms of this Proposal and/or statutory defaults under the BIA;

(w) **"Filing Date"** means April 8, 2025, the date on which Ecoation filed its Notice of Intention pursuant to Part III, Division I of the Act;

(x) "**Governmental Authority**" means:

(i) any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature; and

(ii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them;

(y) "**Implementation Date**" means the date on which the conditions set out in Article 4.1 of this Proposal have been satisfied and the Proposal Trustee has delivered a certificate evidencing full performance of this Proposal for the purposes of section 65.3 of the Act, provided that no Event of Default has occurred under this Proposal that has not been cured or waived;

(z) "**ITA**" means the *Income Tax Act* (Canada);

(aa) "**Levy**" means the levy imposed by the Superintendent of Bankruptcy under the Act;

(bb) "**NOI Proceedings**" means the proceedings commenced by Ecoation in the Court pursuant to Part III, Division I of the Act, in File No. B-250186;

(cc) "**Person**" means any individual, partnership, limited partnership, joint venture, trust, body corporate, unincorporated organization, committee, board, government or agency or instrumentality thereof, and any other entity howsoever designated or constituted, and includes the Crown;

(dd) "**Post-Filing Claim**" means the claim of any Person against Ecoation that arose from the provision of authorized goods and services provided or otherwise incurred in the normal course of business during the Proposal Period;

(ee) "**Preferred Claim**" means that portion of any Claim that is afforded priority under section 136 of the Act;

(ff) "**Preferred Creditor**" means a Creditor holding a Preferred Claim, solely in respect of that Preferred Claim;

(gg) "**Property**" means all of the assets, undertakings and property of Ecoation wherever situated;

(hh) "**Proposal**" means this Proposal, as amended or altered from time to time;

(ii) **"Proposal Period"** means the period of time between the Filing Date and the Implementation Date;

(jj) "**Proposal Trustee**" means KPMG Inc., a licensed trustee in bankruptcy who has consented to act as, and is hereby designated as, the trustee acting under this Proposal;

(kk) "**Proven**" as used in relation to any Claim means such Claim as finally accepted or determined in accordance with the provisions of the Act and this Proposal;

(ll) "**Proxy**" means a completed and executed form of proxy in the form prescribed by the Act, by means of which a Creditor appoints a proxyholder to attend and act on the Creditor's behalf at the Creditors' Meeting;

(mm) "**Released Parties**" means those Persons released under this Proposal including, without limitation, under Articles 7.1 and 7.2 hereof;

(nn) "**Sale Proceeds**" means the approximately $458,911 of net cash sale proceeds received by Ecoation from the sales of its assets approved by the Court on July 3, 2025, and August 8, 2025, in the NOI Proceedings;

(oo) "**Secured Claim**" means a Claim in respect of which a Creditor holds Security that is validly attached as of the date of this Proposal, provided however such Claims shall be Secured Claims only to the extent of the realizable value of the assets secured by the Security, as such realizable value is determined (i) by the Proposal Trustee, or (ii) by the Court;

(pp) "**Secured Creditor**" means a Creditor holding a Secured Claim, solely in respect of its Secured Claim;

(qq) "**Security**" means a mortgage, hypothec, pledge, charge, lien, privilege, encumbrance or security interest on or against the Property of Ecoation or any part thereof as security for a debt due or accruing due to a Creditor by Ecoation, whether by way of direct indebtedness or by way of guarantee, indemnity, surety or otherwise;

(rr) "**Unaffected Claims**" means Administrative Fees and Expenses, Crown Claims, Post-Filing Claims, Secured Claims, and Convenience Claims;

(ss) "**Unsecured Claim**" means a Claim in respect of which a Creditor does not hold Security and is not afforded priority under section 136(1) of the Act, and includes, without limitation, Director Claims and that portion of any Secured Claim that exceeds the realizable value of the assets secured by the Security;

(tt) "**Unsecured Creditor**" means those Creditors holding Unsecured Claims, solely in respect of their Unsecured Claims;

(uu) "**Voting Letter**" shall mean the voting letter required by subsection 51(1) of the Act to be mailed to each known Affected Creditor prior to the Creditors' Meeting.

1.2 In this Proposal, unless expressly indicated to the contrary:

(a) terms not otherwise defined shall have the meaning ascribed to them in the Act;

(b) all references to dollars, money, cash, currency or "$" shall be in Canadian dollars unless otherwise indicated;

(c) words importing the singular number only shall include the plural number and vice versa;

(d) headings are for ease of reference only and shall not affect the meaning or the interpretation of this Proposal; and

(e) time shall be of the essence.

ARTICLE II
Purposes and Effect of the Proposal

2.1 The purposes of this Proposal are:

(a) for Ecoation to distribute 80% the Cash Fund (net of the priority payments made in accordance with this Proposal), plus a percentage of any future proceeds arising from the Earnout, to its Affected Creditors, in full and final satisfaction of the Affected Claims;

(b) for Ecoation to continue as a solvent legal entity following the performance of its obligations under this Proposal, so that it may collect any future proceeds received through the Earnout;

(c) to maximize the recovery of Ecoation's Affected Creditors compared to what they would receive in a bankruptcy of Ecoation; and

(d) to avoid the liquidation or bankruptcy of Ecoation and the loss of value to all Creditors;

all on the terms and conditions of the Proposal set out herein.

2.2 This Proposal restructures the affairs of Ecoation and amends the terms of any and all agreements between Ecoation and Creditors existing as at the date of this Proposal to the extent affected by the Proposal, and provides the essential terms on which all Affected Claims will be fully and finally resolved and settled. During the Proposal Period, the provisions of section 69.1 of the Act shall be in effect. Without limiting the generality of the foregoing, each Affected Creditor will be stayed from commencing or continuing any proceeding or remedy against: (i) Ecoation or its Property based upon a Claim existing on or before the Filing Date, including, without limitation, any proceeding or remedy to recover payment of that Claim, to realize against any Security interest granted in respect of that Claim, to recover or enforce a judgement against Ecoation in respect of that Claim, or to initiate any proceedings against Ecoation in respect of that Claim, or to initiate any proceedings against it under any applicable bankruptcy, insolvency or

other laws in respect of that Claim, other than an application or proceeding in connection with this Proposal; or (ii) any of the Released Parties.

2.3 This Proposal applies to and is binding on all Affected Creditors, whether or not any such Affected Creditor provides a Claim against Ecoation under this Proposal.

ARTICLE III
Treatment and Compromise of Claims

3.1 The Unsecured Creditors shall be the one (1) class of Creditors who may vote on this Proposal.

3.2 The Cash Fund shall be paid by Ecoation to the Proposal Trustee within ten (10) business days of the conditions precedent set out in Articles 4.1(a) and 4.1(b) of this Proposal being met.

3.3 Within sixty (60) business days of the Effective Date, or such later date as is reasonably practicable, the Proposal Trustee shall pay 80% of the Cash Fund to make the following Distributions, in full and final satisfaction of all Proven Claims:

(a) first, in an amount sufficient to pay in full on the Implementation Date, all outstanding Administrative Fees and Expenses;

(b) second, to satisfy Crown Claims, if any;

(c) third, to Secured Creditors in an amount sufficient to pay in full any Proven Secured Claims;

(d) fourth, to the Preferred Creditors, in an amount sufficient to pay in full the Proven Preferred Claims, if any;

(e) fifth, to the Convenience Creditors to satisfy the Convenience Claims; and

(f) sixth, the balance shall be paid *pro rata* to the Affected Creditors, based on the amounts of their respective Proven Affected Claims.

3.4 Immediately following the Distributions, Ecoation hereby grants to the Affected Creditors the right to receive the following percentages of any future proceeds arising from the Earnout:

(a) 50% of any Earnout payment received by Ecoation where such payment is less than $200,000; and

(b) 80% of any Earnout payment received by Ecoation where such payment is greater than or equal to $200,000.

Any such proceeds distributed to the Affected Creditors from the Earnout are to be shared *pro rata* amongst the Affected Creditors, based on the amounts of their Proven Affected Claims. The right of the Affected Creditors to receive these amounts shall continue only until the Proven Affected Claims are repaid in full, with zero interest accruing on any Proven Affected Claim after the Filing

Date. Ecoation shall use reasonable commercial efforts to distribute the appropriate Earnout amounts to the Affected Creditors promptly upon receiving any proceeds from the Earnout.

3.5 The following parties, to the extent of and in their capacity as holders of the following claims (all of which will be repaid in full under this Proposal or unaffected by this Proposal) shall not be entitled to vote on this Proposal:

(a) the parties to whom the Administrative Fees and Expenses are owed, to the extent of their claims for Administrative Fees and Expenses;

(b) Secured Creditors, to the extent of the Secured Claims; and

(c) the Preferred Creditors, if any, to the extent of any Proven Preferred Claims;

3.6 If any Unaffected Creditors also hold any Affected Claims, they will be entitled to prove those Affected Claims, vote with respect to those Affected Claims and receive distributions from the Cash Fund with respect to those Affected Claims.

3.7 The Levy shall be deducted by the Proposal Trustee from all Distributions to Creditors with Proven Affected Claims by the Proposal Trustee and remitted in accordance with the requirements of the Act.

3.8 The Proposal Trustee shall be entitled to deduct and withhold from any consideration payable to or otherwise contemplated by this Proposal, such amounts as the Proposal Trustee is required to deduct and withhold with respect to the making of such payment under the ITA or any provision of state, local or foreign tax law, and to take any action necessary to ensure that such deductions and withholdings are timely made. To the extent that the amounts are so withheld by the Proposal Trustee and paid to the appropriate Governmental Authority, such withheld amounts shall be treated for all purposes of this Proposal as having been paid to the Person who otherwise would have received the payment in respect of which such deduction and withholding was made by the Proposal Trustee.

3.9 Affected Creditors will accept the payments provided for in this Article 3 in complete satisfaction of all their Claims and all liens, certificates of pending litigation, executions or any other similar charges or actions or proceedings in respect of such Claims will have no effect in law or in equity against the Property or Ecoation. Upon the making of the payments provided for in this Article 3, any and all such Claims and all such liens, certificates or pending litigation, executions or other similar charges or actions will be discharged, dismissed or vacated without cost to Ecoation.

3.10 Any Person holding Property of Ecoation in reliance on or in connection with a Claim, shall be obligated to return such Property to Ecoation as soon as reasonably practicable in accordance with the Court Approval Order. The Proposal Trustee shall be entitled to deduct and withhold from any consideration payable to Persons contemplated by this Proposal (with any *pro rata* adjustments as required), the amount of Property that such Persons are withholding from Ecoation in connection with a Claim and have not yet returned to Ecoation in accordance with the Court Approval Order.

3.11 In the case of any Disputed Claim that has not been finally determined on the date of any

distribution to Creditors pursuant to this Proposal, the Proposal Trustee will reserve sufficient cash from the Cash Fund to distribute to the Creditor its distribution in respect of such Disputed Claim in the event that such Disputed Claim becomes a Proven Claim. If the Disputed Claim becomes a Proven Claim in whole or in part in accordance with the Act after the applicable distribution date, the cash reserved in respect of such Disputed Claim (or an appropriate portion thereof) will be distributed to such Creditor. If the Disputed Claim is ultimately disallowed in whole or in part in accordance with the Act after such distribution date, any cash reserved in respect of such Disputed Claim (or the appropriate portion thereof) will become available for distribution from the Cash Fund.

ARTICLE IV
Conditions Precedent to the Implementation of the Proposal

4.1 The following are conditions precedent to the implementation of the Proposal:

(a) the required majority of Unsecured Creditors voting to approve this Proposal;

(b) the Court Approval Order being granted, in a form satisfactory to the Proposal Trustee, acting reasonably; and

(c) the transfer of the Cash Fund from Ecoation to the Proposal Trustee in accordance with Article 3.2 of this Proposal.

ARTICLE V
Meeting of Unsecured Creditors

5.1 Ecoation shall hold the Creditors' Meeting for the Unsecured Creditors to consider and vote upon the Proposal, as may be amended, at such a date and time as may be called by the Proposal Trustee.

5.2 The Creditors' Meeting shall be confirmed in the notice of meeting to be mailed pursuant to the Act. All proofs of claims shall be delivered in accordance with the provisions of this Proposal, the Act, and any order which may be issued by the Court in respect of the procedure governing the Creditors' Meeting.

5.3 Each Unsecured Creditor shall be entitled to vote only as follows:

(a) each Affected Creditor shall be entitled to one vote in the amount equal to its Proven Affected Claim; and

(b) each Convenience Creditor shall be entitled to one vote in the amount equal to its Convenience Claim (or in the amount equal to its Proven Affected Claim if the Unsecured Creditor has an Unsecured Claim greater than $10,000, but elected to have its claim treated as a Convenience Claim under this Proposal), and such vote shall be deemed cast in favour of this Proposal.

5.4 In order that the Proposal be binding in accordance with the Act, it must first be accepted by the Unsecured Creditors by:

(a) votes representing a majority in number of the Unsecured Creditors who actually vote upon the Proposal (in person, by Proxy, or by deemed acceptance pursuant to this Article 5) at the Creditors' Meeting or by a Voting Letter; and

(b) votes representing two-thirds in value of the Proven Unsecured Claims who actually vote upon the Proposal (in person, by Proxy, or by deemed acceptance pursuant to this Article 5) at the Creditors' Meeting or by a Voting Letter.

ARTICLE VI
The Proposal Trustee

6.1 The Proposal Trustee is acting in its capacity as Proposal Trustee and not in its personal capacity and no officer, director, employee or agent of the Proposal Trustee shall incur any liabilities or obligations in connection with this Proposal or in respect of the business or obligations of Ecoation whether existing as at the date of this Proposal or incurred subsequent thereto.

6.2 Upon payment of the Distributions contemplated in Article 3.3 and the assignment of the Earnout rights contemplated in Article 3.4, the Proposal shall be satisfied in full, and the Proposal Trustee shall be entitled to apply for its discharge as Proposal Trustee hereunder. For greater certainty, the Proposal Trustee will not be responsible or liable for any obligations of Ecoation and will be exempt from any personal liability in fulfilling any duties or exercising any powers conferred upon it by this Proposal unless such acts have been carried out in bad faith and constitute a willful or wrongful act or default.

ARTICLE VII
Miscellaneous

7.1 The payment of the Distributions contemplated in Article 3.3 and the assignment of the Earnout rights contemplated in Article 3.4 shall operate as payment in full and final satisfaction of all Affected Claims (including, for certainty, all Director Claims), and each Affected Creditor will thereafter be deemed to have forever released Ecoation and its current and former directors, officers, employees and agents of any and all debts, liabilities, suits, claims and causes of action that it has, had, or may have for any matter, cause or anything existing as of the date of the Proposal.

7.2 On the Effective Date, all Affected Creditors will be deemed to have consented and agreed to all of the provisions of this Proposal in its entirety. For greater certainty, each such Affected Creditor will be deemed to have waived any default by Ecoation in any provision, express or implied, in any agreement existing between the Affected Creditor and Ecoation that has occurred on or prior to the Filing Date, and to have agreed that, to the extent that there is any conflict between the provisions of any such agreement and the provisions of the Proposal, the provisions of this Proposal take precedence and priority and the provisions of any such agreement are amended accordingly.

7.3 Sections 95 to 101 of the Act and any other laws relating to preferences, fraudulent conveyances or transfers at undervalue shall not apply to this Proposal or to any payment or distributions made in connection with the Proposal whether made before or after the Filing Date, including to any transactions contemplated by or implemented pursuant to, the Proposal, or to which the Proposal is conditional or dependent upon.

7.4 Ecoation covenants and agrees that during the course of the Proposal, it will remit to the CRA all amounts associated with payroll deductions (income tax deductions, Canada Pension Plan contributions and Employment Insurance premiums) if applicable and will file income tax returns and pay income taxes as required by the ITA.

7.5 This Proposal may be amended by Ecoation prior to or at the Creditors' Meeting.

Dated at the City of West Vancouver, in the Province of British Columbia, this 29th day of September, 2025.

0876120 B.C. LTD.

Per: 

Saber Miresmailli
CEO

SCHEDULE "A"

(see attached)

SCHEDULE 3.2.1
EARN OUT

1. Defined Terms

In addition to the defined terms in the Asset Purchase Agreement to which this Schedule is attached (the "**Purchase Agreement**"), which are incorporated by reference herein, for the purposes of calculating the Earn Out, the following defined terms apply:

a. "**Act**" means the *Arbitration Act* (British Columbia).

b. "**Affiliate**" has the meaning ascribed to such term in the *Business Corporations Act* (British Columbia).

c. "**Arbitrator**" is defined in this Schedule.

d. "**Customer**" means a person or entity that has agreed to receive services from the Purchaser Group for one or more of the Purchased Assets, namely "Cropscanner", "OKO IPM", "OKO Yield" or "OKO IPM + Yield".

e. "**Earn Out**" means the additional payments made by the Purchaser to the Vendor upon the achievement of certain milestones in accordance with the terms set out herein up to the Lifetime Maximum Earn Out Amount.

f. "**Earn Out Amount**" means the annual amount of the Earn Out payable by the Purchaser to the Vendor in respect of a given year in the Earn Out Period, calculated as (1) the sum of:

(A * B)

for each applicable threshold range in the table in the "Marginal Rate" definition, where:

A = Eligible Hectares in such applicable threshold range; and

B = Marginal Rate for such applicable threshold range,

minus, (2) the Previous Earn Out Payments,

provided that, in all cases, the Purchaser shall not pay and have no obligation to pay any Earn Out Amount: (i) in respect of years following the expiration of the Earn Out Period; (ii) that exceeds the "Maximum Payment per Threshold" for each threshold in the table setting out the Marginal Rate; and (iii) that exceeds the Lifetime Maximum Earn Out Amount.

g. "**Earn Out Dispute**" means any dispute between the Vendor and Purchaser in respect of the Earn Out.

h. "**Earn Out Period**" means the period starting on the Closing Date and ending on the fifth anniversary of the Closing Date.

i. "**Eligible Hectares**" means, in respect of a given year during the Earn Out Period, the aggregate number of Serviced Hectares calculated as at the Record Date.

j. "**Lifetime Maximum Earn Out Amount**" means the maximum earnable amount of the Earn Out, being $30,000,000.

k. "**Marginal Rate**" means the dollars-per-hectare rate applied on a marginal basis to the Eligible Hectares amount, where the applicable marginal rate is determined based on the aggregate Eligible Hectares from the beginning of the Earn Out Period up to and including the given year, as set out in the table below:

Threshold	CAD/Ha	Maximum Payment per Threshold (CAD)
0 to 10,000 Ha	$0.00	$0.00
10,001 to 20,000 Ha	$230.00	$2,300,000.00
20,001 to 30,000 Ha	$420.00	$4,200,000.00
30,001 to 40,000 Ha	$350.00	$3,500,000.00
40,001 to 100,000 Ha	$333.34	$20,000,000.00
	Total Payments	$30,000,000.00

l. "**Previous Earn Out Payments**" means, for the purpose of calculating the Earn Out Amount, the sum of all Earn Out payments made by the Purchaser in the previous years during the Earn Out Period.

m. "**Purchaser Group**" means, collectively, the Purchaser and its Affiliates (including Plant Products Inc.).

n. "**Record Date**" means the anniversary of the Closing Date each year during the Earn Out Period.

o. "**Serviced Hectare**" means a hectare that is serviced by one or more of the Purchased Assets and meets the following requirements:

i. the Customer has executed with the Purchaser Group a Written Agreement for Recurring Revenue following the Closing Date;

ii. the Customer has been issued an invoice during the applicable year of the Earn Out Period; and

iii. the Customer is not in material default or breach of any material terms of the applicable Written Agreement for Recurring Revenue, including, without limitation, any payment obligations of the Customer thereunder which default or breach has not been cured within a reasonable period of time as set out in the Written Agreement for Recurring Revenue and the applicable Written Agreement for Recurring Revenue remains active and not terminated or expired, and

for the avoidance of doubt, hectares are calculated on a per Purchased Asset basis such that if a hectare is being serviced by more than one of the Purchased Assets, the Serviced Hectares will be calculated on the basis that those hectares are being serviced once per Purchased Asset. For example, if 5,000 hectares are being serviced by both OKO IPM and OKO Yield this will count as 10,000 Serviced Hectares.

p. "**Transferred Employee**" means a Prospective Employee or contractor that (i) prior to Closing, accepted an Employment Offer or whose contract is an Assumed Contract, and (ii) following Closing, is an employee or contractor of or otherwise retained by the Purchaser (or another member of the Purchaser Group, as applicable).

q. "**Transferred Principals**" means, collectively, Saber Miresmailli and Maryam Antikchi.

r. "**Written Agreement for Recurring Revenue**" means a contract between a Customer and one or more members of the Purchaser Group that includes a minimum term of one year and for a minimum price depending on the applicable Purchased Asset, as follows: (i) for the Cropscanner, $225/Ha; (ii) for the OKO IPM, $450/Ha; (iii) for the OKO Yield, $900/Ha, and (iv) for the OKO IPM + Yield, $1,350/Ha.

2. Calculation and Payment of Earn Out Amount

a. By no later than 60 days following the Record Date, the Purchaser shall deliver to the Vendor a report setting out (i) the Eligible Hectares for the previous year of the Earn Out Period, and (ii) a calculation of the Earn Out Amount for such year (the "**Annual Earn Out Report**").

b. By no later than 10 days after receipt of the Annual Earn Out Report (the "**Review Period**"), the Vendor shall confirm in writing of its intention to commence an Earn Out Dispute in respect of the applicable Annual Earn Out Report (a "**Dispute Notice**"). Unless a Dispute Notice is received by the expiry of the applicable Review Period, the Annual Earn Out Report shall be deemed to have been finally accepted by the Vendor.

c. The Purchaser shall pay to the Vendor the Earn Out Amount within 60 days after delivery by the Purchaser of the Annual Earn Out Report, or 60 days after a final determination of the Earn Out Amount pursuant to the dispute resolution process set out in Section 5.

3. Decision-Making and Control

a. The Purchaser shall be in complete possession and control of all decision-making and operation of the Purchased Business and Purchased Assets following the Closing Date in its sole and absolute discretion. Nothing herein shall be construed as giving the Vendor or Proposal Trustee any right or obligation to oversee, consult, participate in or require any matter or thing in respect of the Purchaser's operation of the Purchased Business and the Purchased Assets following the Closing Date; *provided that* the Purchaser and Biobest Group NV shall not take any actions or cause or permit anything to be done with the sole purpose of avoiding the payment of the Earn Out Amount or reducing the Earn Out Amount. Notwithstanding anything to the contrary herein, nothing herein shall be construed as creating or imposing an obligation or duty on the Purchaser to operate the Purchased Business in a manner intended to maximize any Earn Out Amount, and the Vendor acknowledges that no such duty or obligation exists.

b. Notwithstanding the foregoing, (i) the Purchaser shall not cause or permit any member(s) of the Purchaser Group to enter into any agreement with a Customer to provide the Cropscanner, OKO IPM, OKO Yield or OKO IPM + Yield products unless (A) such contracts qualify as Written Agreements for Recurring Revenue, or (B) in respect of any such contracts, a member of the Purchaser Group has entered into a corresponding agreement with the Purchaser that qualifies as a Written Agreement for Recurring Revenue; and (ii) the Purchaser shall not cause or permit any member(s) of the Purchaser Group to provide any Customer with the benefit of the services of the Purchased Assets without (A) such Customer entering into a Written Agreement for Recurring Revenue, or (B) in respect of such Customer, a member of the Purchaser Group entering into a corresponding agreement with the Purchaser that qualifies as a Written Agreement for Recurring Revenue. In addition to any other rights and remedies available to the Vendor hereunder, in the event of an arrangement between a Customer and the Purchaser Group which violates this Section 3.b., such arrangement shall be deemed to be a Written Agreement for Recurring Revenue at the applicable minimum price depending on the applicable Purchased Asset for all purposes relating to the calculation of the Earn Out Amount. Notwithstanding the foregoing sentence, no such arrangement with a Customer shall be deemed a Written Agreement for Recurring Revenue if, following Closing, such arrangement was entered into by a Transferred Principal on behalf of the Purchaser (*unless* the Transferred Principal was duly directed to do so by a member of the Purchaser Group that is not a Transferred Employee).

4. Non-Competition

a. During the Earn Out Period, the Vendor shall not, and shall not directly or indirectly cause any of its Affiliates or any of its or their respective directors, officers, employees, shareholders, contractors or agents to, directly or indirectly, anywhere in North America or any other jurisdiction in which the Purchased Business operates or has material customers as of or after the Closing Date:

i. engage in the development, production, marketing, sale, licensing or provision of any software, platform, technology, or service that competes, directly or indirectly, with the Purchased Business as conducted as of the Closing Date;

ii. hold any ownership interest in, or provide financing, services, strategic advice or assistance to, any Person (including any start-up, investor group, or incubator) that engages in any business that competes, directly or indirectly, with the Purchased Business;

iii. solicit or attempt to solicit any customers, clients, suppliers, vendors, referral sources, distributors, resellers or other business partners of the Purchased Business for any business that competes, directly or indirectly, with the Purchased Business; or

iv. use any confidential information or trade secrets of the Purchased Business to aid or support the development or commercialization of any competing product, platform, service or technology.

b. For the purposes of this Section, a business or activity shall be deemed to "compete" if it is of the same nature as, substantially similar to, or reasonably likely to substitute for any material product, service, or solution offered by the Purchased Business as of the Closing Date.

c. Nothing in this Section shall prevent the Vendor from (i) passively owning less than five percent (5%) of the outstanding securities of a publicly traded company, or (ii) selling or disposing of assets of the Vendor that are not acquired by the Purchaser under the Purchase Agreement.

d. The Vendor undertakes and covenants in favour of the Purchaser and its Affiliates that no Transferred Principal shall, directly or indirectly, engage in any conduct that would contravene this Section if undertaken by the Vendor. The Vendor shall be liable to the Purchaser and its Affiliates for any such contravening conduct by a Transferred Principal as if it were the Vendor's own breach of this Section.

e. The Vendor acknowledges and agrees that the restrictions set out in this Section are reasonable in scope, geography and duration in light of the legitimate business interests of the Purchaser and that a breach of this Section would result in irreparable harm to the Purchaser for which monetary damages alone would not be an adequate remedy. Accordingly, the Purchaser shall be entitled to seek injunctive relief and other equitable remedies to enforce the provisions of this Section, in addition to any other rights or remedies available at law or in equity.

f. In the event of a material breach by the Vendor, or any breach by a Transferred Principal, of any provision of this Section 4, the Vendor shall forfeit any and all rights to receive any unpaid portion of the Earn Out, and the Purchaser shall have no further obligation to make any Earn Out payments. The Parties agree that such forfeiture shall represent a genuine pre-estimate of the damages that would be suffered by the Purchaser as a result of such breach and not a penalty. The Purchaser's forfeiture of the Earn Out is without prejudice

to the Purchaser's right to pursue any other legal or equitable remedies against the Vendor, including the right to commence legal proceedings to recover any additional damages or seek injunctive relief.

5. Dispute Resolution Process

a. Any Earn Out Disputes shall be subject to the following dispute resolution process:

i. Earn Out Disputes shall be initiated pursuant to a Dispute Notice prior to the expiry of the applicable Review Period.

ii. Earn Out Disputes will be finally determined by (a) a partner of, and appointed for this purpose by, any other major accounting firm (provided such firm is not the auditor of any of the Parties) in British Columbia willing to appoint one of its partners, as is agreed to by the Parties; or (b) if the Parties fail to agree on an accounting firm, a chartered professional accountant in the Province of British Columbia appointed by a judge of the Court, on the application of either Party, on notice to the other. The individual ultimately appointed to resolve the Earn Out Dispute (the "**Arbitrator**") must agree in writing to be bound by the provisions of this section.

iii. The Arbitrator, after giving the parties an opportunity to be heard, will determine the procedures for the arbitration of the Earn Out Dispute, provided that those procedures will include an opportunity for written submissions and responses to written submissions by or on behalf of each Party, and may also include an opportunity for oral argument and any other procedures that the Arbitrator considers appropriate. However, if the Parties agree on a code of procedures or on specific matters of procedure, that agreement will be binding on the Arbitrator. The Arbitrator will resolve the Earn Out Dispute and determine the Earn Out Amount payable by the Purchaser to the Vendor. The Arbitrator will issue written instructions to the parties with respect to the Arbitrator's decision. Subject to section 56 of the Act, the Arbitrator's determination of an Earn Out Dispute will be final and binding and there will be no appeal of that determination on any ground.

iv. The arbitration will be conducted in the English language and will take place in the City of Vancouver, unless otherwise agreed in writing by the Parties. The fees of the Arbitrator will be paid equally by the parties.

v. The Parties intend and will take all reasonable action that is necessary or advisable to ensure that there will be a speedy resolution of any Earn Out Dispute, and the Arbitrator will conduct the arbitration of the Earn Out Dispute with a view to making a determination and order as soon as possible.

vi. The Parties desire that any arbitration be conducted in strict confidence without disclosure to any Person of the existence or any aspect of an Earn Out Dispute except as is necessary for the resolution of the Earn Out Dispute, including to professionals such as auditors, legal advisors, or other experts engaged for the purpose of resolving the Earn Out Dispute. Any proceedings before the Arbitrator will be attended only by those Persons whose presence, in the opinion of the Parties or the Arbitrator, is reasonably necessary for the resolution of the Earn Out Dispute. All matters relating to, evidence presented to, submissions made in the course of, documents produced and information provided in accordance with this

section or any order of the Arbitrator, or created in the course of or for the purposes of the arbitration, as well as any arbitral award, will be kept confidential and will not be disclosed to any Person without the prior written consent of each Party, except as required in connection with an application of a Party under section 58 or section 61 of the Act or enforcing the arbitral award, or as required by applicable laws or by an order of an arbitrator made under a motion or application by either Party, on notice to the other.

6. General

a. The Purchaser shall be entitled to holdback and set off amounts owing by the Purchaser to the Vendor hereunder for claims of the Purchaser arising from a breach by the Vendor of any term of the Purchase Agreement, including the non-competition provisions contained herein provided that, in respect of set off, such claims are finally determined by the Court and, until such final determination has been made, the Purchaser may holdback any and all amounts due and payable to the Vendor under the Earn Out (if any).

7. Illustrative Earn Out Calculation

The following table illustrates the calculation of the Earn Out Amount over five (5) years of the Earn Out Period:

Year-End	**Eligible Hectares (A)**	**Marginal Rate (CAD/Ha) (B)**	**Payment per Threshold(s) (CAD)**	**Aggregate Previous Earn Out Payments (less) (C)**	**Earn Out Amount (CAD) [(A*B)-C]**
2025	4,000	0	0	0	0
2026	13,000	10,000 * 0 3,000 * $230	0 $690,000	0	$690,000
2027	21,000	10,000 * 0 10,000 * $230 1,000 * $420	0 $2,300,000 $420,000	$690,000	$2,030,000
2028	34,000	10,000 * 0 10,000 * $230 10,000 * $420 4,000 * $350	0 $2,300,000 $4,200,000 $1,400,000	$2,720,000	$5,180,000
2029	41,000	10,000 * 0 10,000 * $230 10,000 * $420 10,000 * $350 1,000 * 333.34	0 $2,300,000 $4,200,000 $3,500,000 $333,340	$7,090,000	$2,283,340

Year-End	Eligible Hectares (A)	Marginal Rate (CAD/Ha) (B)	Payment per Threshold(s) (CAD)	Aggregate Previous Earn Out Payments (less) (C)	Earn Out Amount (CAD) [(A*B)-C]
				Total Earn Out Paid in Example	$10,183,340

4

No. B-250186
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL FILED BY 0876120 BC LTD.
(FORMERLY KNOWN AS ECOATION INNOVATIVE SOLUTIONS INC.)

REPORT OF KPMG INC.
IN ITS CAPACITY AS PROPOSAL TRUSTEE ON THE PROPOSAL

(Sections 50(10)(b) and 50(5) of the Bankruptcy and Insolvency Act (Canada))

OCTOBER 6, 2025

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APPENDIX

I. INTRODUCTION

1. On April 8, 2025 (the "**Filing Date**"), Ecoation Innovative Solutions Inc ("**Ecoation**" or the "**Company**"), filed a Notice of Intention to Make a Proposal (the "**NOI**") pursuant to subsection 50.4(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**").

2. KPMG Inc. ("**KPMG**") consented to act as proposal trustee (in such capacity, the "**Proposal Trustee**") in the NOI proceedings of the Company.

3. The principal purpose of the NOI proceedings was to create a stabilized environment to provide the Company an opportunity to pursue a sale process for its business and assets so that the Company could formulate a proposal to its creditors which provides for distributions superior to the recoveries that creditors would otherwise receive in a bankruptcy.

4. The NOI provided an automatic 30-day stay of proceedings time and period for the Company to file a proposal pursuant to section 50.4 (9) of the BIA (the "**Stay**"). The Stay was then subsequently extended as follows:

   (a) to June 22, 2025 by an order of the Supreme Court of British Columbia in Bankruptcy and Insolvency (the "**Court**") dated May 7, 2025;

   (b) to July 22, 2025 by an order of the Court dated June 12, 2025;

   (c) to August 15, 2025 by an order of the Court dated July 4, 2025; and

   (d) to September 29, 2025 by an order of the Court dated August 8, 2025.

5. On July 17, 2025, Ecoation formally changed its name from Ecoation Innovative Solutions Inc. to 0876120 B.C. Ltd., as required under the transaction (the "**Transaction**") between the Company and Plant Products Inc. (the "**Purchaser**") for the sale of all of the non-ROYA assets of Ecoation (the "**Purchased Assets**"). 0876120 B.C. Ltd. will hereinafter be referred to as Ecoation or the Company within this report.

6. To date, the Proposal Trustee has filed five reports with the Court in respect of the Company's NOI Proceedings. Copies of the reports of the Proposal Trustee and other materials filed in respect of these proceedings are available on the Proposal Trustee's website for this case at: kpmg.com/ca/ecoation (the "**Case Website**").

7. On September 29, 2025, Ecoation filed a Proposal (the "**Proposal**") pursuant to subsection 62(1) of the BIA. The Proposal was filed and accepted by the Official Receiver on the same date.

II. PURPOSE OF REPORT

8. The purpose of this report (the "**Report**") is to:

   (a) provide creditors with information regarding the Company's background, financial position, the causes of its financial difficulties, and the state of the Company's business and affairs;

   (b) outline the terms of the Proposal;

   (c) discuss the conditions that must be satisfied subsequent to creditor approval of the Proposal in order for the Proposal to be successfully completed;

   (d) assist those creditors entitled to vote on the Proposal (the "**Affected Creditors**") in evaluating the Proposal, including providing an estimate of the comparative recoveries under the Proposal or in the event of a bankruptcy of the Company;

   (e) provide the Proposal Trustee's recommendation in respect of the Proposal to the Affected Creditors; and

   (f) notify creditors of the meeting of creditors to be held on October 17, 2025 at 10:00 a.m. Pacific Standard Time ("**PST**") via Microsoft Teams (the "**Creditors' Meeting**")

III. TERMS OF REFERENCE

9. In preparing this Report, KPMG has relied on information and documents provided by the Company and its advisors, including unaudited financial information, the Company's books and records, and discussions with the Company's representatives and its legal counsel (collectively, the "**Information**"). In accordance with industry practice, except as otherwise described in the Report, KPMG has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided. However, KPMG has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Auditing Standards ("**GAAS**") pursuant to the *Chartered Professional Accountant of Canada Handbook* and, as such, KPMG expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.

10. Some information referred to in this Report may consist of forecasts and projections, which were prepared based on estimates and assumptions from Ecoation's management team. Such estimates and assumptions are, by their nature, not ascertainable and consequently no assurance can be provided regarding the forecasted or projected results. The reader is cautioned that the actual results will likely vary from the forecasts or projections, even if the assumptions materialize, and the variations could be significant.

11. The description of the Proposal in this Report is a summary only and is provided to assist the Company's creditors in considering their position with respect to the Proposal. In the event there is any inconsistency between the Report and the Proposal, the terms of the Proposal shall govern. Creditors are advised that this Report should be read in conjunction with the Proposal as certain information has not been included herein to avoid unnecessary duplication.

12. Any capitalized terms that are not otherwise defined herein shall have the meaning ascribed thereto in the Proposal.

13. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

IV. BACKGROUND

Corporate Overview

14. Ecoation was formed in 2010 under the laws of the Province of British Columbia.

15. Ecoation was an industry-leading forecast platform for greenhouse growers. Through the real-time collection of data, Ecoation's customers could assess risk and make informed decisions about their crops, supported by the findings of Ecoation's expert agri-analysis team. Ecoation's platform services included integrated pest management (IPM), yield assessment and harvest planning, crop quality check, remote consultation, 3D climate, task management, and remote viewing of crops.

16. Ecoation sold both direct to customers and through its sales channel partners. The Company's customers were located in Canada, the United States, Mexico, Europe, and Morocco.

Cause of Insolvency and NOI Proceedings

17. As a result of the COVID-19 pandemic and the Russian invasion of Ukraine, many of Ecoation's customers faced financial hardships and uncertainty. Further, Ecoation's customers began

prioritizing spending their available capital on stockpiling fertilizers and agricultural materials due to the global shortage, leaving less capital for investments in technology.

18. In response, the Company moved to selling simpler, lower cost products. These products saw increased demand, but did not generate sufficient revenue to meet company expenses.

19. The Company also undertook restructuring efforts in 2024 and attempted to complete a transaction for the sale of substantially all of its assets and business (the "**Original Sales Process**"). The Company shortlisted 16 interested parties for further negotiations.

20. In January 2025, Ecoation's largest creditor, His Majesty the King in Right of Canada, as represented by the Minister of Agriculture and Agri-Food Corporation (the "**AAFC**"), required a 1-year lump-sum payment on an unsecured loan advanced to Ecoation on March 31, 2021 (the "**AAFC Loan**"). Ecoation made this payment but had limited available liquidity remaning.

21. As a result of the foregoing, the Company exhausted its liquidity before it was able to close any transaction arising from the Original Sales Process and elected to file the NOI to restructure its business.

22. As part of the NOI proceeding, the Company undertook a sales and investment solicitation process which resulted in the Transaction that closed on July 16, 2025. Upon closing of the Transaction, the Company had no remaining employees and limited operations as the majority of its business and assets were sold to the Purchaser, but excluded the ROYA assets.

23. Ecoation undertook additional efforts to sell the remaining ROYA assets, which gave rise to two (2) asset transactions (collectively the "**ROYA Transactions**"). The ROYA Transactions were approved by the Court on August 8, 2025, with closing occurring shortly thereafter.

24. Following these transactions, the Company had no remaining assets, other than cash proceeds received from the transactions, certain accounts receivable, and rights to an Earn-Out (as defined herein) related to the Transaction. Accordingly, the Company filed the Proposal on September 29, 2025 to provide creditors with information on estimated recoveries under the Proposal or in the event of a bankruptcy.

V. SUMMARY OF THE PROPOSAL

25. This Report provides an overview of the terms of the Proposal. This Report is not a substitute for reading the Proposal and creditors are strongly encouraged to review the Proposal in its entirety prior to voting on the Proposal. Creditors are also encouraged to discuss the terms of the Proposal with their legal counsel.

26. Pursuant to the Proposal, the Company would distribute a portion of the cash available immediately prior to the Effective Date (as defined herein), estimated to be $403,629 (the "**Cash Fund**"), plus a percentage of any future proceeds arising from the Earn Out, to the Company's unsecured creditors to maximize their recovery and provide a superior recovery to that which they would achieve if Ecoation is assigned into bankruptcy.

27. The Unsecured Creditors shall be the one (1) class of Creditors who may vote on the Proposal (the "**Voting Class**"). The Secured Creditors and Preferred Creditors, if any, are unaffected by the Proposal and therefore are not entitled to vote. For greater clarity, the Voting Class includes each Affected Creditor and Convenience Creditor.

28. The substantive terms of the Proposal include:

    (a) within ten (10) business days following the Court Approval Order being granted, 80% of the Cash Fund (the "**Proposal Funds**") will be made available by the Company to the Proposal Trustee;

    (b) within sixty (60) business days following the Effective Date, the Proposal Trustee shall use the Proposal Funds to make distributions (the "**Distributions**") as follows:

        i. first, in an amount sufficient to pay in full on the Implementation Date, all outstanding Administrative Fees and Expenses;

        ii. second, to satisfy Crown Claims, if any;

        iii. third, to the Secured Creditors in an amount sufficient to pay in full any Proven Secured Claims;

        iv. fourth, to the Preferred Creditors, if any, in an amount sufficient to pay in full any Proven Preferred Claims,;

v. fifth, to the Convenience Creditors to satisfy the Convenience Claims; and

vi. sixth, the balance shall be paid *pro rata* to the Affected Creditors, based on the amounts of their respective Proven Affected Claims;

(c) immediately following the Distributions, Ecoation will assign to the Affected Creditors the right to receive the following percentages of any future proceeds arising from the Earn Out (the "**Earn Out Proposal Funds**"):

i. 50% of any Earn Out payment received by Ecoation where such payment is less than $200,000; and

ii. 80% of any Earn Out payment received by Ecoation where such payment is greater than or equal to $200,000;and

(d) any proceeds distributed to the Affected Creditors from the Earn Out Proposal Funds are to be shared *pro rata* amongst the Affected Creditors, based on the amounts of their Proven Affected Claims. The right of the Affected Creditors to receive these amounts shall continue only until the Proven Affected Claims are repaid in full, with zero interest accruing on any Proven Affected Claim after the Filing Date. Ecoation shall use reasonable commercial efforts to distribute the appropriate Earn Out Proposal Funds to the Affected Creditors promptly upon receiving any proceeds from the Earnout.

29. The terms of the Proposal will be effective if:

(a) the creditors in the Voting Class vote for acceptance of the Proposal by a majority in number and two thirds in value of the Voting Class that is present at the Creditors' Meeting and voting on the resolution; and

(b) the Proposal is approved by order of the Court in accordance with the provisions of the BIA (the "**Proposal Order**").

30. If approved by the Voting Class and the Court, the Proposal would be effective on the date (the "**Effective Date**") upon which the Proposal Order becomes final and non-appealable. The Proposal applies to, and is binding on, all Affected Creditors, whether or not any such Affected Creditor files a Claim against Ecoation under the Proposal.

31. Any Proven Unsecured Creditor with a claim of $10,000 or less (a "**Convenience Creditor Claim**"), or who elects to treat their Unsecured Claim as a Convenience Creditor Claim, with a Proven Convenience Creditor Claim, will receive an amount equal to the lesser of $10,000, and the amount of their Proven Convenience Creditor Claim.

32. Any claims against its present and former directors and officers by virtue of their role as directors and officers will also be released and discharged by the proposal.

33. Pursuant to section 147 of the BIA, payments of the Proposal Funds are subject to a levy of 5% payable to the Superintendent of Bankruptcy.

34. Upon payment of the Distributions and the assignment of the rights to the Earn Out Proposal Funds, the Proposal Trustee will deliver a certificate (the "**Certificate of Full Performance**") evidencing full performance of the Proposal for the purposes of section 65.3 of the BIA, and the Proposal Trustee shall be entitled to apply for its discharge as Proposal Trustee.

VI. FINANCIAL POSITION

35. Based on the Statement of Affairs ("**SOA**") filed by the Company with the Proposal Trustee, the Company currently has approximately $403,629 in available cash on hand and approximately $3.5 million in outstanding liabilities, with the majority of which is owed to AAFC (approximately $3.3 million), the Company's largest Unsecured Creditor.

VII. IDENTIFICATION AND EVALUATION OF ASSETS

36. As at September 29, 2025, Ecoation had the following assets:

0876120 BC LTD **formerly Ecoation Innovative Solutions Inc.**	in $CAD
Cash	403,629
SR&ED Refund	-
Right to the Earn Out	-

37. The Company's assets include:

(a) **Cash**: The Company's cash position as at September 29, 2025 is CAD$403,629, which includes funds held in Canadian Dollars and U.S. Dollars;

(b) **SR&ED Refund**: The scientific, research and experimental development refund (the "**SR&ED Refund**") is estimated at $0.5 million and is related to the Company's 2024 tax year. The Proposal Trustee understands the tax return and accompanying scientific, research and experimental development application have been assessed by the Canada Revenue Agency (the "**CRA**"), but the SR&ED Refund is being held by CRA at this time. Due to the uncertainty with the SR&ED Refund, the Statement of Affairs contains nil value for this asset; and

(c) **Right to the Earn Out**: As part of the Transaction, the Company has the right to receive additional consideration from the Purchaser of up to $30,000,000, upon the achievement or occurrence of certain milestones over five (5) years (the "**Earn Out Period**") from the Closing Date (the "**Earn Out**"). The Earn Out is based on the Purchaser's ability to hit certain thresholds tied to the number of hectares serviced (*i.e.*, contracts with customers for recurring revenue) by the Purchased Assets over the Earn Out Period, measured on the each anniversary of the Closing Date during the Earn Out Period. Following each measurement date, the Company is eligible for a payment under the Earn Out based on the marginal amount, if any, by which the current measurement of serviced hectares exceeds the previous maximum measurement. The Earn Out is included as a schedule in the Proposal and the milestone achievements are summarized below:

0876120 BC LTD **Formerly Ecoation Innovative Solutions Inc.**		in $CAD
Threshold	**CAD/Ha**	**Max. payment per threshold**
0 to 10,000 Ha	$0.00	$0.00
10,001 to 20,000 Ha	$230.00	$2,300,000.00
20,001 to 30,000 Ha	$420.00	$4,200,000.00
30,001 to 40,000 Ha	$350.00	$3,500,000.00
40,001 to 100,000 Ha	$333.34	$20,000,000.00
Total payments		**$30,000,000.00**

As noted above, a minimum threshold of 10,000 serviced hectares must be achieved during the Earn Out Period in order for the Company to receive any additional consideration under the Earn Out.

Based on the Information received, the Proposal Trustee understands the Purchaser has exceeded its forecast as of September 25, 2025 for serviced hectares since the Closing Date (1,472 hectares achieved versus 1,000 hectares forecast).

However, at this time, the Proposal Trustee cannot comment on the quantum or likelihood that payments under the Earn Out, if any, will be realized as it is contingent upon a number of unknown factors, including the future performance of the Purchaser.

VIII. CONDUCT OF THE DEBTOR

38. Since the Filing Date, the Proposal Trustee has monitored the cash flows of the Company and is not aware of any material payments made by the Company relating to amounts owed to creditors prior to the Filing Date.

39. The Proposal Trustee has not performed a review of the Company's books and records, with respect to potential fraudulent preferences, settlements or transfers at undervalue, as defined in the BIA. It is the intention of the Proposal Trustee to discuss the scope of any review with the Inspectors appointed pursuant to the Proposal.

40. The Proposal Trustee has observed that the Company has been working diligently and in good faith to formulate the Proposal and provide all relevant information to the Proposal Trustee.

IX. CREDITOR CLAIMS

41. Pursuant to the provisions of the BIA, creditors are not required to submit proofs of claim until after the filing of the Proposal and therefore the claims of creditors have not been received or vetted by the Proposal Trustee at this time.

42. A list of the known creditor claims is summarized in the SOA, which is also included in this mailing. The SOA is an estimate of the creditor claims and can vary materially from the Proven Claims filed with the Proposal Trustee, as noted previously.

43. The Company's creditors as at the date of filing the Proposal are summarized in the table below:

0876120 BC LTD **Formerly Ecoation Innovative Solutions Inc.**		in $CAD
Category of creditors	**Number of creditors**	**Value ($)**
Crown creditors	Nil	-
Secured creditors	1	66,000
Preferred creditors	Nil	-
Convenience and unsecured creditors	13	3,452,280
Total assets	**14**	**3,518,280**

(a) **Crown Creditors**: As at the date of the NOI, the Company did not owe any amounts to CRA for unpaid source deductions. During the NOI proceedings, the CRA commenced a tax audit of the Company and the Proposal Trustee understands the Company was found to be compliant with respect to all tax accounts. The only amounts owed to CRA are accrued amounts relating the remittance of sales tax collected under the transactions, which are currently reserved by the Proposal Trustee and will be remitted with the Company's next sales tax filing.

(b) **Secured Creditors**: The Royal Bank of Canada is the only known creditor with a Secured Claim. Ecoation's Secured Creditor is not included in the Voting Class and is not entitled to vote under the Proposal as they are anticipated to be repaid in full from the Proposal Funds, in priority to the claims of Unsecured Creditors.

(c) **Preferred Creditors**: The Proposal Trustee is not aware of any amounts owing to employees or former employees as at the date of the NOI which would result in a priority claim pursuant to the BIA. Further, the Proposal Trustee is not aware of any claims that may arise pursuant to subsection 136(1) of the BIA.

(d) **Unsecured Creditors**: The Proposal is being made to the Unsecured Creditors of the Company. Based on the SOA, the Company has identified thirteen (13) Unsecured Creditors, consisting of AAFC, trade vendors, and former employees (for severance and/or termination pay).

X. PREVIOUS BUSINESS DEALINGS WITH THE DEBTOR

44. Prior to the NOI Proceedings, the Proposal Trustee confirms that he did not provide previous services to the Company in any capacity other than consulting with the Company in respect of consideration of various restructuring options and preparation for the filing of the NOI and the Proposal.

45. The Proposal Trustee further confirms that it has provided tax services to the Company, however this does not result in any conflict of interest arising from the acceptance of the appointment as the Proposal Trustee for the NOI Proceedings and Proposal. The Proposal Trustee is not aware of any other existing conflicts of interest.

XI. INFORMAL MEETINGS WITH CREDITORS

46. The Proposal Trustee understands the Company had an informal meeting with AAFC, which represents approximately 94% of Unsecured Creditor Claims, prior to the filing of the Proposal.

47. AAFC's vote will be critical to the Proposal passing the vote. However, the Proposal Trustee understands AAFC stated they will not comment on the Proposal until it receives the creditor package from the Proposal Trustee.

XII. REMUNERATION OF THE TRUSTEE

48. Payment of the fees and disbursements of the Proposal Trustee, including legal fees, are to be paid in priority to the Proven Crown Claims, Proven Secured Claims, Proven Preferred Claims, Proven Convenience Claims and Proven Claims of Unsecured Creditors. Such fees shall be based on the time expended and charged by the Proposal Trustee and its legal counsel at its standard hourly rates.

XIII. CASH FLOW STATEMENT

49. In accordance with the Proposal filing, on September 29, 2025, management of Ecoation prepared and filed with the Proposal Trustee a statement of projected cash flow for the period from September 27, 2025 to December 26, 2025 (the "**Cash Flow Forecast**").which was filed with the Official Receiver on the same day.

50. Subject to the report on the cash flow filed by the Proposal Trustee and in accordance with the BIA, the Proposal Trustee reviewed the Cash Flow Forecast and assumptions prepared by management of the Company. In reviewing the Cash Flow Forecast, nothing has come to the Proposal Trustee's attention which would lead the Proposal Trustee to believe the hypothetical and probably assumptions used by the Company in preparation of the Cash Flow Forecast are inconsistent with the purpose of the Cash Flow Forecast. A copy of the Cash Flow Forecast is attached hereto as Appendix "**A**".

XIV. STATEMENT OF ESTIMATED REALIZATIONS

51. As noted in Section V above, if the Proposal is accepted by the requisite majority of the Creditors in the Voting Class, below is a summary of the recovery of the Creditors:

(a) **Crown Creditors**: Proven Crown Creditor Claims (if any) will be paid out of the Proposal Funds and will be remitted by the Proposal Trustee to entitled claimants (if any) immediately in the month after the Proposal Order is issued. As noted above, there are currently no known Crown Creditor Claims;

(b) **Secured Creditors**: Proven Secured Claims will be paid out of the Proposal Funds and will be paid out in full, including interest on post-filing interest accruing, remitted by the Proposal Trustee to entitled claimants immediately in the month after the Proposal Order is issued. Based on the amounts set forth in Section IX above, it would result in a gross realization yield of 100% (excluding any deductions for the Levy);

(c) **Preferred Creditors**: Proven Preferred Claims (if any) will be paid out in full, without interest, from the Proposal Funds and will be remitted by the Proposal Trustee to entitled claimants (if any) immediately in the month after the Proposal Order is issued. As noted above, there are currently no known Preferred Creditor Claims;

(d) **Convenience Creditors**: Proven Convenience Creditors with a Proven Convenience Creditor Claim less than $10,000, will be paid out in full, without interest, from the Proposal Funds and will be remitted by the Proposal Trustee to entitled claimants (if any) immediately in the month after the Proposal Order is issued. Based on the amounts set forth in Section IX above, it would result in a gross realization yield of 100% (excluding any deductions for the Levy);

(e) **Unsecured Creditors (Convenience Creditor Election)**: Proven Unsecured Creditors that have made a valid election prior to the Convenience Creditor Election Deadline would receive an amount equal to the lesser of $10,000 and the actual amount of their Proven Convenience Claim. Based on an analysis performed by the Proposal Trustee, this would result in an estimated gross realization of 42%, excluding any deductions for the Levy, assuming all creditors with claims above $10,000, other than AAFC, elect to have their claims treated as a Convenience Claim. The forementioned gross realization yield is subject to change based on the number of valid elections made prior to the Convenience Creditor Election Deadline, however the Proposal Trustee's analysis has assumed all creditors are acting in their economic interests; and

(f) **Unsecured Creditors (Affected)**: The pro-rata share of the remaining available Proposal Funds would result in a gross realization yield of 3% (excluding any deductions for the

Levy) for the remaining Affected Creditors, which based on the Proposal Trustee's analysis above, would be AAFC. The Proposal Trustee notes the Affected Creditors would also be entitled to a pro-rata share of the Earn Out Proposal Funds, which would provide an opportunity for additional recoveries, up to the amount of the Proven Unsecured Claim, over the Earn Out Period. However, as quantum and timing of the Earn Out is uncertain at this time. While the Earn Out has the potential to provide material recovery, it is contingent on a number of factors over a long period of time. Creditors will need to determine what value they ascribe to the Earn Out..

52. If the Proposal is not accepted by the requisite majority of the Creditors in the Voting Class, the Company would become bankrupt on the date of the Creditors' Meeting and the assets of the Company would vest with the trustee in bankruptcy, subject to the claims of secured creditors and other priority charges.

53. In the event of a bankruptcy of the Company, all of the Company's cash on hand would be utilized to fund distributions to creditors based on their relative priority. After payment of the estimated professional fees and costs for bankruptcy administration and the repayment of the Proven Secured Claims in full, the realizations from the estate available for Unsecured Creditors is estimated to be $290,129, which would result in a gross yield of approximately 8% for Unsecured Creditors, which for the majority of creditors would be lower than realizations contemplated under the Proposal (excluding the Earn Out).

54. Set out below is the Proposal Trustee's statement of estimated realizations of the Company's assets in a bankruptcy scenario:

0876120 BC LTD formerly Ecoation Innovative Solutions Inc. [1]	Notes	Balance as at Sep. 29	Estimated Realizations
			in $CAD
Assets currently available for realization			
Cash available for distribution	2	403,629	403,629
SR&ED refund	3	511,395	-
Right to Earn Out	4	-	-
Total realizable assets		**915,024**	**403,629**
Estimated professional fees	5		(47,500)
Total cash available for distribution			**356,129**
Less: Crown Claims			
CRA claims	6		-
Total Crown Claims			**-**
Less: Secured Claims			
Secured claims	7		(66,000)
Total Secured Claims			**(66,000)**
Less: Preferred Claims			
Unpaid vacation	8		-
Total Preferred Claims			**-**
Surplus/ (Shortfall) to Unsecured Creditors			**290,129**
Total Unsecured Creditor Claims			**3,452,280**
Realization Yield in Bankruptcy (%)			**8.40%**

Notes

1 In preparing this analysis, the Proposal Trustee assumes that the financial position of the Company as detailed in the Statement of Affairs is not materially different than the financial position as at the date of

2 Assumes there is no material change in the cash balance from September 29, 2025.

3 The SR&ED refund is currently being held by the CRA and there is uncertainty on if it will be collected in the event of a bankruptcy

4 The right to the Earn Out has not been considered in the realization analysis in the event the Earn Out milestones cannot be achieved in a Proposal or bankruptcy

5 Estimated professional fees incurred in the event of a bankruptcy

6 Ecoation is not aware of any existing Crown Claims. Following the NOI filings, Ecoation underwent a CRA tax audit and was found to be compliant. Further, as of the September 29, 2025. Ecoation does not have any outstanding CRA liabilities not accounted for.

7 Ecoation has one (1) secured creditor (RBC) which has been accounted for.

8 As at the date of the Proposal, there are no outstanding vacation pay owing to the former employees that would be subject to a priority up to $2,000 per employee pursuant to section 81.3 of the BIA.

55. The Proposal Trustee has assumed that the potential SR&ED Refund would not be recovered in a bankruptcy and as such as ascribed a realizable value of nil to that asset.

56. The Proposal Trustee also notes that in a bankruptcy, the trustee would facilitate submission of claims under the Wage Earners Protection Program ("**WEPP**") for former employees of the Company in relation to claims for severance and/or termination pay, as applicable. WEPP provides payment up to a maximum of $8,844.22 per employee in respect of eligible unpaid wages, vacation pay, termination and/or severance pay. As such, utilization of WEPP would result in a gross yield of approximately 69% for those Unsecured Creditors that are former employees of the Company.

57. The Proposal Trustee is also of the view that in the event of a bankruptcy of the Company, the Company's right to the Earn Out would still be preserved, however there would significant administration costs incurred to fund the bankruptcy estate for five or more years in order to collect any proceeds under the Earn Out. Similar administration costs would not be incurred under the Proposal due to the assignment of the rights to the Earn Out Proposal Funds to the Affected Creditors. If the rights to the Earn Out were sold, it is anticipated that the purchase price would be heavily discounted given the contingent nature. Similar to its analysis on recoveries under the Proposal, the Proposal Trustee has excluded any recoveries on the Earn Out in its analysis of realizations in a bankruptcy due to the contingent and uncertain nature of these recoveries.

58. As discussed above, in the event of a Proposal, AAFC would have a gross realization yield of 3%, wherein the event of a bankruptcy, AAFC would have a gross realization yield of 8%. The Proposal Trustee has assessed that AAFC would have to recover at least $177,277 under the Earn Out in order to achieve the same or a higher recovery under the Proposal, which would also imply that the Company reaches at least 11,640 of eligible hectares for the Earn Out during the Earn Out Period.

XV. RECOMMENDATIONS

59. Based on the estimated realizations of the Company's assets and the assumptions set out herein, the Proposal presents a potential higher recovery than what would otherwise be received in a bankruptcy for substantially all of the creditors in the Voting Class, save and except for AAFC. If AAFC estimates that the Company can reach in excess of 11,640 of eligible hectares during the Earn Out Period, their estimated realization and recovery can be higher than a bankruptcy.

60. In the circumstances, the Proposal Trustee recommends that the Voting Class accept the Proposal in order to provide the Voting Class with the opportunity to maximize their recovery from the Company's indebtedness to them.

XVI. MEETING OF CREDITORS

61. The meeting to consider the Proposal will be held on October 17, 2025 at 10:00 a.m. PST via the Microsoft Teams platform. Creditors may attend the meeting to consider the Proposal either in person or by proxy.

62. In completing the Proof of Claim form enclosed with the Notice to Creditor, Voting Class should only include all amounts outstanding as of September 29, 2025.

63. Affected Creditors electing to be treated for all purposes under the Proposal as a Convenience Creditor, may complete and return to the Proposal Trustee, the enclosed Convenience Creditor Election Form prior to the Convenience Election Deadline being October 15, 2025 at 5:00 p.m.PST.

64. It is expressly noted and should be clearly understood that KPMG, acting solely in its capacity as Proposal Trustee, assumes no responsibility for any claims against Ecoation before, on, or after the date of filing the Proposal.

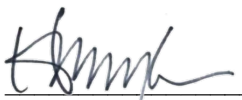
65. Please note that for your vote to count in connection with the Proposal, it is necessary that you complete and submit the required documents prior to the Creditors' Meeting.

66. Creditors who do not wish to attend or be represented at the meeting but who wish to vote, may forward their Proofs of Claim and voting letters to the Proposal Trustee be received prior to the start of the Creditors' Meeting. Should you have any questions in connection with the Proposal or this Report, please contact via email at ecoation@kpmg.ca or mackenziewong@kpmg.ca.

Dated at Vancouver, British Columbia, this 6th day of October 2025.

KPMG Inc.
in its capacity as Proposal Trustee of
Ecoation Innovative Solutions Inc.
and not in its personal capacity

Per



Huey Lee
CIRP, LIT
Senior Vice President

Appendix “A”

0876120 BC LTD (formerly Ecoation Innovative Solutions Inc.)
Projected Statement of Cash Flow [1]
For the period ending December 26, 2025
In $CAD

Week Ending	Notes	3-Oct	10-Oct	17-Oct	24-Oct	31-Oct	7-Nov	14-Nov	21-Nov	28-Nov	5-Dec	12-Dec	19-Dec	26-Dec	Total
Receipts															
SR&ED credit	2	-	-	-	-	-	-	-	-					-	-
Total Receipts		-	-	-	-	-	-	-	-					-	-
Disbursements															
SG&A	3	-	11,000	-	-	-	-	-	-	-	-	-	-	-	11,000
Professional fees	4	-	30,000	-	-	17,500	-	-	-	17,500	-	-	12,000	-	77,000
Total Disbursements		-	**41,000**	-	-	**17,500**	-	-	-	**17,500**	-	-	**12,000**	-	**88,000**
Net Cash Flow		-	**(41,000)**	-	-	**(17,500)**	-	-	-	**(17,500)**	-	-	**(12,000)**	-	**(88,000)**
Cash Balance															
Opening cash balance (net of adjustments)	5	403,629	403,629	362,629	362,629	362,629	345,129	345,129	345,129	345,129	327,629	327,629	327,629	315,629	403,629
Net cash flow		-	(41,000)	-	-	(17,500)	-	-	-	(17,500)	-	-	(12,000)	-	(88,000)
Ending Cash Balance		**403,629**	**362,629**	**362,629**	**362,629**	**345,129**	**345,129**	**345,129**	**345,129**	**327,629**	**327,629**	**327,629**	**315,629**	**315,629**	**315,629**

Notes:
1 This cash flow statement forecasts no operating receipts and disbursements following the closing of the Transaction on July 16, 2025
2 Scientific research and experimental development credit related to FY24 return. Timing and quantum of receipt is unknown so it has been excluded.
3 SG&A expenditures include (i) estimate annual D&O insurance to preserve 0876120 BC Ltd for Earn Out purposes and (ii) estimate annual business costs (business insurance costs, accounting costs etc.).
4 Professional fees relate to amounts paid to the Company's counsel, the Proposal Trustee and the Proposal Trustee's counsel for the Proposal and all related matters.
5 Based on the CAD-equivalent cash balance and is net accrued GST/HST to be remitted for FY25 activity ($76k)

This cash flow statement is prepared pursuant to the requirements of paragraphs 50(6)(b) of the *Bankruptcy and Insolvency Act* and solely for that purpose.

Dated at Vancouver, British Columbia, this __29th__ day of September, 2025.

Signed by:

83ECD664BE10474...
Ecoation Innovative Solutions Inc.

Saber Miresmailli
Name of Signing Officer

This cash flow statement of Ecoation Innovative Solutions Inc. is prepared in accordance with paragraph 50(6) of the *Bankruptcy and Insolvency Act* and should be read in conjunction with the attached Notes to the Statement of Projected Cash-Flow and the Trustee's Report of the Cash-Flow Statement dated the _29th_ day of September, 2025.

KPMG Inc., Trustee

Per:

Huey Lee, Senior Vice President

5

KPMG Inc.
777 Dunsmuir St.
Vancouver BC V7Y 1K3
Phone: (604) 646-6398 Fax: (604) 691-3031

District of:	British Columbia
Division No.	03 - Vancouver
Court No.	B-250186
Estate No.	11-3209217

FORM 31

Proof of Claim

(Sections 50.1, 81.5, 81.6, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2), 124(2), 128(1), and paragraphs 51(1)(e) and 66.14(b) of the Act)

In the Matter of the Proposal of
Ecoation Innovative Solutions Inc.
of the City of West Vancouver, in the Province of British Columbia

The creditor's preference is to receive all notices and correspondence regarding this claim at the following address and/or facsimile number and/or email address (a mailing address must be provided in all cases):

Address: _____

Facsimile: _____

Email: _____

Contact person name or position: _____

Telephone number for contact person: _____

In the matter of the proposal of Ecoation Innovative Solutions Inc. of the City of West Vancouver in the Province of British Columbia and the claim of _____, creditor.

I, _____ *(name of creditor or representative of the creditor)*, of _____ *(city and province)*, do hereby certify:

1. That I am a creditor of the above named debtor (or that I am _____ *(state position or title)* of _____, *(name of creditor or representative of the creditor)* and that I am authorized to represent and *(if the creditor is a corporation*) that I have authority to bind the creditor of the above-named debtor).

2. That I have knowledge of all the circumstances connected with the claim referred to below.

3. That the debtor was, at the date of notice of intention to make a proposal, namely the 8th day of April 2025, and still is, indebted to the creditor in the sum of

$_____, as specified in the statement of account (or affidavit) attached and marked Schedule "A", after deducting any counterclaims to which the debtor is entitled. Any debt payable in a currency other than Canadian currency was converted to Canadian currency as of the date of proposal.

(The attached statement of account or affidavit must specify the supporting documents or other evidence in support of the claim)

4. That, to the best of my knowledge, this debt has never been (or this debt has been or part of this debt has been) statute-barred as determined under the relevant legislation.

5. That payment for this debt by the debtor to the creditor has been due (or has been in default) since the _____ day of _____

and/or that the last acknowledgement, if any, of liability for this debt by the debtor to the creditor was made on the _____ day of :

(Give full particulars of the claim, including its history, any acknowledgement or legal action)

6. (Check and complete appropriate category)

☐ **A. Unsecured claim of** $_____

(Other than as a customer contemplated by Section 262 of the Act)

That in respect of this debt, I do not hold any assets of the debtor as security and:

(Check appropriate description)

☐ Regarding the amount of $_____, I do not claim a right to a priority.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(d) of the Act (Complete paragraph 6E below.)

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(d.01) of the Act.

District of British Columbia
Division No. 03 - Vancouver
Court No. B-250186
Estate No. 11-3209217

FORM 31 --- Continued

In the Matter of the Proposal of
Ecoation Innovative Solutions Inc.
of the City of West Vancouver, in the Province of British Columbia

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(d.02) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(d.1) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(e) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(f) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(g) of the Act.

☐ Regarding the amount of $ _____, I claim a right to a priority under paragraph 136(1)(i) of the Act.

(Set out on an attached sheet details to support priority claim)

☐ **B. Claim of Lessor for disclaimer of a lease of** $_____

That I make a claim under subsection 65.2(4) of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

☐ **C. Secured claim of** $_____

That in respect of this debt, I hold assets of the debtor valued at $_____ as security, the particulars of which are as follows:
(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

A trustee may, pursuant to subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed, in the proof of security, by the secured creditor.

☐ **D. Claim by Farmer, Fisherman or Aquaculturist of** $_____

That I make a claim under subsection 81.2(1) of the Act for the unpaid amount of $ _____
(Attach a copy of sales agreement and delivery receipts)

☐ **E. Claim by Wage Earner of** $_____

☐ That I make a claim under subsection 81.3(8) of the Act in the amount of $_____,

☐ That I make a claim under subsection 81.4(8) of the Act in the amount of $_____,

☐ **F. Claim by Pension Plan for unpaid amount of** $_____

☐ That I make a claim under subsection 81.5 of the Act in the amount of $_____,

☐ That I make a claim under subsection 81.6 of the Act in the amount of $_____,

☐ **G. Claim against Director of** $_____

(To be completed when a proposal provides for the compromise of claims against directors)
That I make a claim under subsection 50(13) of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

☐ **H. Claim of a Customer of a Bankrupt Securities Firm of** $_____

That I make a claim as a customer for net equity as contemplated by section 262 of the Act, the particulars of which are as follows:
(Give full particulars of the claim, including the calculations upon which the claim is based)

District of British Columbia
Division No. 03 - Vancouver
Court No. B-250186
Estate No. 11-3209217

FORM 31 --- Concluded

In the Matter of the Proposal of
Ecoation Innovative Solutions Inc.
of the City of West Vancouver, in the Province of British Columbia

7. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.

8. That the following are the payments that I have received from the debtor, the credits that I have allowed to the debtor, and the transfers at undervalue within the meaning of section 2 of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of section 2 of the Act:
(Provide details of payments, credits and transfers at undervalue)

9. (Applicable only in the case of the bankruptcy of an individual.)

☐ Whenever the trustee reviews the financial situation of a bankrupt to redetermine whether or not the bankrupt is required to make payments under section 68 of the Act, I request to be informed, pursuant to paragraph 68(4) of the Act, of the new fixed amount or of the fact that there is no longer surplus income.

☐ I request that a copy of the report filed by the trustee regarding the bankrupt's application for discharge pursuant to subsection 170(1) of the Act be sent to the above address.

Warning: Subsection 201(1) of the Act provides for the imposition of severe penalties in the event that a creditor or person claiming to be a creditor makes any false claim, proof, declaration or statement of account.

Dated at _____, this _____ day of _____ _____.

_____
Signature of creditor or representative

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KPMG

GUIDE TO COMPLETING THE PROOF OF CLAIM FORM AND PROXY FORM

- The proof of claim must be signed by the individual completing the form.
- A complete address must be provided including the postal code where all notices and correspondence are to be forwarded.
- The amount on the statement of account must agree with the amount claimed on the proof of claim.

PARAGRAPH 1 OF THE PROOF OF CLAIM

- The creditor must state the full and complete legal name of the Company or the claimant.
- If the individual completing the proof of claim is not the creditor himself, he must state his position or title.

PARAGRAPH 3 OF THE PROOF OF CLAIM

- A detailed statement of account must be attached to the proof of claim and must include the date, the invoice number and the dollar amount of all invoices or charges, together with the dates, the number and the amount of all credits or payments. A statement of account is not complete if it begins with an amount brought forward. In addition, a creditor must indicate his/her address, phone number, fax number and e-mail address.

PARAGRAPH 5 OF THE PROOF OF CLAIM

- Provide the date when payment was owed and the date of the last payment made by the debtor for the debt, if any.
- Provide the date of the debtor's most recent acknowledgement of the debt, if any.
- Include all relevant details about the debt or obligation, e.g., the nature and history of the claim, how and when the debt or obligation was contracted, etc.

PARAGRAPH 6 OF THE PROOF OF CLAIM

- A. An unsecured creditor (subparagraph (A)) must check and state whether or not a priority rank is claimed under Section 136 of the Bankruptcy and Insolvency Act.
- B. A claim of landlord (subparagraph (B)) for disclaimer of lease must be completed with full particulars and calculations.
- C. A secured creditor must complete subparagraph (C) and attach a copy of the security documents.
- D. A farmer, fisherman or aquaculturist must complete subparagraph (D).
- E. A wage earner must complete subparagraph (E), if applicable.
- F. Must be completed with regards to a pension plan.
- G. A claim against director(s) (subparagraph (G)), in a proposal which compromises a creditor's claim, must contain full particulars and calculations.
- H. A customer of a bankrupt securities firm must complete subparagraph (H).

PARAGRAPH 7 OF THE PROOF OF CLAIM

- The claimant must indicate whether he/she is or is not related to the debtor, as defined in the Bankruptcy and Insolvency Act, by striking out that which is not applicable.

PARAGRAPH 8 OF THE PROOF OF CLAIM

- The claimant must attach a detailed list of all payments received and/or credits granted, as follows:
  a) within the three months preceding the initial bankruptcy event, in the case where the claimant and the debtor are not related;
  b) within the twelve months preceding the initial bankruptcy event, in the case where the claimant and the debtor are related.

PROXY

a) A creditor may vote either in person or by proxy;
b) A debtor may not be appointed as proxy to vote at any meeting of the creditors;
c) The Trustee may be appointed as a proxy for any creditor;
d) In order for a duly authorized person to have a right to vote he must himself be a creditor or be the holder of a properly executed proxy. The name of the creditor must appear in the proxy.
e) Proxy must be signed by the creditor or the authorized signing officer of the creditor (if creditor is a Company); the signature must also be witnessed

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District of: British Columbia
Division No. 03 - Vancouver
Court No. B-250186
Estate No. 11-3209217

FORM 36
Proxy
(Subsection 102(2) and paragraphs 51(1)(e) and 66.15(3)(b) of the Act)

In the Matter of the Proposal of
Ecoation Innovative Solutions Inc.
of the City of West Vancouver, in the Province of British Columbia

I, _____, of _____, a creditor in the above matter, hereby appoint _____, of _____, to be my proxyholder in the above matter, except as to the receipt of dividends,_____(with or without) power to appoint another proxyholder in his or her place.

Dated at _____, this _____ day of _____, _____.

_____
Witness

_____
Individual Creditor

_____
Witness

_____
Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:

KPMG Inc. - Licensed Insolvency Trustee

777 Dunsmuir St.
Vancouver BC V7Y 1K3
Fax: (604) 691-3031

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District of: British Columbia
Division No. 03 - Vancouver
Court No. B-250186
Estate No. 11-3209217

FORM 37

Voting Letter
(Paragraph 51(1)(f) of the Act)

In the Matter of the Proposal of
Ecoation Innovative Solutions Inc.
of the City of West Vancouver, in the Province of British Columbia

I, _____, creditor (or I, _____, representative of _____, creditor), of _____, a creditor in the above matter for the sum of $ _____ , hereby request the trustee acting with respect to the proposal of Ecoation Innovative Solutions Inc., to record my vote _____ (for or against) the acceptance of the proposal as made on the 29th day of September 2025.

Dated at _____, this _____ day of _____ _____.

_____
Witness

_____
Individual Creditor

_____
Witness

_____
Name of Corporate Creditor

Per _____
Name and Title of Signing Officer

Return To:
KPMG Inc. - Licensed Insolvency Trustee
Per:

_____
Huey Lee - Licensed Insolvency Trustee
777 Dunsmuir St.
Vancouver BC V7Y 1K3
Fax: (604) 691-3031

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Court No.: B-250186
Estate No.: 11-3209217

SCHEDULE A

CONVENIENCE CREDITOR ELECTION FORM

TO: KPMG INC., in its capacity as Proposal Trustee of 0876120 B.C. Ltd. (formerly Ecoation Innovative Solutions Inc.) (the "Company")

In connection with the Proposal of the Company pursuant to the *Bankruptcy and Insolvency Act* (Canada) dated September 29, 2025 (as amended, restated, modified and/or supplemented from time to time, the "**Proposal**"), the undersigned hereby irrevocably elects to be treated for all purposes under the Proposal as a Convenience Creditor and thereby to receive the lesser of (i) $10,000.00, and (ii) the amount of its Proven Claim in full and final satisfaction of the Proven Claim(s) of the undersigned, and hereby acknowledges that the undersigned shall be deemed to vote the full amount of its Proven Claim(s) in favour of the Proposal at the Creditors' Meeting.

For the purposes of this election, capitalized terms not defined herein shall have the meanings ascribed thereto in the Proposal.

DATED at_____this_____ day of_____, 2025.

AFFECTED CREDITOR'S SIGNATURE:

_____
(Print Legal Name of Affected Creditor)

_____
(Print Legal Name of Assignee, if applicable)

_____
(Signature of the Affected Creditor/Assignee or an Authorized Signing Officer of the Affected Creditor/Assignee)

_____
(Print Name and Title of Authorized Signing Officer of the Affected Creditor/Assignee, if applicable)

_____
(Mailing Address of the Affected Creditor/Assignee)

_____
(Telephone Number and E-mail of the Affected Creditor/Assignee or Authorized Signing Officer of the Affected Creditor/Assignee)