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.

NOTICE OF APPLICATION

Names of applicant: Ecoation Innovative Solutions Inc. ("**Ecoation**")

To: the Service List, attached as **Schedule "A"**

TAKE NOTICE that an application will be made by the applicant to the Honourable Justice Stephens at the courthouse at 800 Smithe Street, Vancouver, BC on July 3, 2025, at 2:00 p.m. for the orders set out in Part 1 below.

The applicant estimates that the application will take 1 hour.

☐ This matter is within the jurisdiction of an associate judge.

☒ This matter is not within the jurisdiction of an associate judge.

Part 1: ORDERS SOUGHT

1. An Order substantially in the form attached as **Schedule "B"** hereto (the "**Approval and Vesting Order**") granting, *inter alia*, the following relief:

   (a) approving the sale transaction contemplated by the Asset Purchase Agreement (the "**Stalking Horse APA**"), between Ecoation, as vendor, and Plant Products Inc., as assigned purchaser (the "**Purchaser**"), substantially on the terms attached as Exhibit A to the Fourth Affidavit of Saber Miresmailli made on June 26, 2025 ("**Miresmailli Affidavit #4**");

   (b) vesting in the Purchaser all Ecoation's right, title, and interest in and to the Purchased Assets (as defined below), free and clear of all "Encumbrances" other

than "Permitted Encumbrances" on the terms set out in the Approval and Vesting Order;

(c) assigning the rights and obligations of Ecoation under certain agreements to the Purchaser; and

(d) extending the time for Ecoation to file a proposal pursuant to Section 50.4(9) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 ("***BIA***"), to August 15, 2025.

2. Such other orders, directions, and declarations as counsel for Ecoation may advise and this Court may deem appropriate in the circumstances.

Part 2: FACTUAL BASIS

A. Background and the NOI Proceedings

3. Ecoation is in the business of providing industry-leading technology platforms for greenhouse growers. Ecoation collects data to allow its customers to assess risks and make informed decisions about their crops, supported by the findings of Ecoation's expert agri-analysis team.

4. As a result of the COVID-19 pandemic beginning in 2020, and the Russian invasion of Ukraine in 2022, Ecoation's revenues suffered. 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 the Purchaser 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 (the "**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.

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 and the Proposal Trustee and its counsel (the "**Administration Charge**");

   (b) approving debtor-in-possession financing from an entity related to the Purchaser, 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 an Order, among other things:

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

   (b) authorizing and directing Ecoation to execute and enter into the Stalking Horse APA, and declaring that the Stalking Horse APA is approved as the stalking horse bid pursuant to and for the purposes of the SISP;

   (c) extending the time for filing a proposal pursuant to Section 50.4(9) of the *BIA* to June 22, 2025; and

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

10. On June 12, 2025, this Court granted an Order further extending the time for filing a proposal pursuant to Section 50.4(9) of the *BIA* to July 22, 2025 (the "**Second Extension**").

11. The SISP has concluded and Ecoation now seeks this Court's approval of the sale transaction contemplated in the Stalking Horse APA.

B. The SISP

12. The SISP was backed by the Stalking Horse APA as approved by this Court on May 7, 2025. The following table sets out the key milestones from the SISP:

Key Milestones	Deadline
Commence solicitation of interest	By no later than May 8, 2025
Binding Offer Deadline	By no later than 5:00 p.m. (Pacific Time) on June 9, 2025
Auction, if needed	By no later than June 10, 2025
Selection of Successful Bid	By no later than June 11, 2025
Approval motion	By no later than June 25, 2025, or the earliest date available thereafter
Closing of Successful Bid	As soon as possible but no later than June 30, 2025

13. The SISP marketed Ecoation's business and assets for a period of approximately 33 days. In the SISP:

(a) the Proposal Trustee contacted 56 potential bidders to solicit interest, providing a copy of the teaser letter and form of nondisclosure agreement ("**NDA**");

(b) of the 56 potential bidders, three parties executed NDAs and were granted access to the virtual dataroom; and

(c) one bid was received prior to the "Binding Offer Deadline" on June 9, 2025 (the "**ROYA Bid**").

14. The ROYA Bid proposed to purchase Ecoation's "ROYA" technology assets, which were not included under the Stalking Horse APA. Following negotiations between the party making the ROYA Bid, Ecoation, and the Proposal Trustee, Ecoation and the Proposal Trustee determined that the ROYA Bid was not in the best interests of Ecoation or its stakeholders, and not compliant with the SISP.

15. As a result, the Stalking Horse APA was determined to be the "Successful Bid" in the SISP on June 10, 2025.

16. The ROYA Bid was formally declined by the Proposal Trustee on June 16, 2025.

C. The Stalking Horse APA

17. The Stalking Horse APA is on substantially the same terms as approved by this Court to serve as the stalking horse bid for the purposes of the SISP, except that:

    (a) 1001199137 Ontario Limited has assigned its purchase rights to the Purchaser (a related entity) as permitted under Section 9.7 of the Stalking Horse APA; and

    (b) the outside date under the Stalking Horse APA was extended from June 30, 2025, to July 30, 2025 (the "**Outside Date**"), by way of an amending agreement between Ecoation and the Purchaser.

18. The extension of the Outside Date (and an extension of court approval and closing milestones in the SISP) was reasonably required to facilitate the Court's availability to hear this application on July 3, 2025, and all necessary closing steps.

19. The key terms of the Stalking Horse APA are:

    (a) the Stalking Horse Bidder shall purchase, on an "as is, where is" basis, the "**Purchased Assets**" as defined in the Stalking Horse APA, which includes all of Ecoation's assets, source code, intellectual property, employees and contractors, permits, and material contracts that are necessary for the Stalking Horse Bidder to own and operate the portion of Ecoation's business related to its technology applications known as "Cropscanner", "OKO IPM", "OKO Yield" and "OKO IPM + Yield";

(b) the Purchased Assets shall be acquired free and clear of all claims, security, and other encumbrances, except for any "Permitted Encumbrances" expressly listed in the Stalking Horse APA, and the Stalking Horse Bidder shall assume only any "Assumed Liabilities" expressly listed in the Stalking Horse APA;

(c) the purchase price for the Purchased Assets shall be $1,500,000 (the "**Purchase Price**"), satisfied as follows:

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

(ii) the aggregate amount of "**Cure Costs**" for any contract assumed by the Stalking Horse Bidder pursuant to the Stalking Horse APA shall be paid by the Stalking Horse Bidder and applied against the Purchase Price;

(iii) assuming the aggregate amount of accrued vacation pay for the "Assumed Employees";

(iv) the remaining balance of the Price to be paid in cash by wire transfer;

(v) assuming the "Assumed Liabilities"; and

(vi) the grant of the right to Earn Out (as defined below); and

(d) the Stalking Horse Bidder shall make additional payments to Ecoation (the "**Earn Out**"), up to $30,000,000, upon the achievement or occurrence of certain business milestones set out at Schedule 3.2.1 to the Stalking Horse APA.

D. <u>The Assumed Contracts</u>

20. The Stalking Horse APA provides for the Purchaser to assume certain agreements that are integral to the operation of the Purchased Assets as a going concern business (the "**Assumed Contracts**").

21. Pursuant to the Stalking Horse APA:

(a) Ecoation and the Purchaser shall use commercially reasonable efforts to have all the Assumed Contracts assigned to the Purchaser as of closing; and

(b) for any Assumed Contract that is not assignable without the consent of the counterparty and such consent has not already been obtained, the Assumed Contract shall be assigned to the Purchaser at closing pursuant to an order of this Court, subject to the Purchaser's payment of Cure Costs (if any) (the "**AVO Assumed Contracts**").

22. As of June 25, 2025, Ecoation understands that the Purchaser has issued notices to all the counterparties to the AVO Assumed Contracts, and is requesting assignment of these contracts, as applicable. These notices to counterparties have included that if consent is not received before July 3, 2025, an assignment will be sought by order of this Court.

23. Due to the integral nature of the AVO Assumed Contracts to the Purchased Assets, the limited time between now and closing, and the requirements of the Stalking Horse APA, Ecoation is seeking terms in the Approval and Vesting Order that the AVO Assumed Contracts shall be assigned to the Purchaser at closing (as may be required).

E. Extension of time

24. Since the commencement of the NOI Proceedings, Ecoation has been operating its business as a going concern, supervised by the Proposal Trsutee, with a view to preserving and maximizing value for the benefit of Ecoation's stakeholders. Ecoation has worked with the Proposal Trustee to implement the SISP, backed by the Stalking Horse APA, to realize this value.

25. Pursuant to Section 50.4(8) of the *BIA* and the Second Extension, Ecoation will be deemed assigned into bankruptcy on July 22, 2025, if a further extension of the NOI proposal deadline is not granted before that date.

26. Ecoation anticipates closing the Stalking Horse APA transaction on July 16, 2025; however Ecoation seeks a further short extension of the NOI proposal deadline to August 15, 2025 (the "**Third Extension**"), to:

(a) ensure that a further NOI extension hearing is not required if the closing does not occur until the Outside Date; and

(b) post-closing, allow Ecoation time deal with its "ROYA" technology assets, and plan a viable proposal to its creditors.

27. Ecoation, in consultation with the Proposal Trustee, has prepared an updated cash flow forecast up to the end of the proposed Third Extension, confirming that Ecoation will have sufficient liquidity during this time.

28. The proposed Third Extension is supported by the Proposal Trustee.

Part 3: LEGAL BASIS

29. Ecoation relies upon:

(a) *BIA*, Part III, Division I, and Section 84.1;

(b) *Bankruptcy and Insolvency Rules*, C.R.C., c. 368, Rules 11 to 13;

(c) the inherent jurisdiction of this Court; and

(d) such further and other legal basis as counsel may advise and this Court may allow.

A. Approving the Stalking Horse APA is appropriate

30. Section 65.13 of the *BIA* expressly authorizes the Court to approve a sale of a debtor's assets outside of the ordinary course of business in NOI proceedings. Section 65.13 provides:

> **65.13 (1)** An insolvent person in respect of whom a notice of intention is filed under section 50.4 or a proposal is filed under subsection 62(1) may not sell or otherwise dispose of assets outside the ordinary course of business unless authorized to do so by a court. Despite any requirement for shareholder approval, including one under federal or provincial law, the court may authorize the sale or disposition even if shareholder approval was not obtained.
>
> **65.13(3)** An insolvent person who applies to the court for an authorization shall give notice of the application to the secured creditors who are likely to be affected by the proposed sale or disposition.
>
> **65.13(4)** In deciding whether to grant the authorization, the court is to consider, among other things:
>
> > (a) whether the process leading to the proposed sale or disposition was reasonable in the circumstances;

> (b) whether the trustee approved the process leading to the proposed sale or disposition;
>
> (c) whether the trustee filed with the court a report stating that in their opinion the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy;
>
> (d) the extent to which the creditors were consulted;
>
> (e) the effects of the proposed sale or disposition on the creditors and other interested parties; and
>
> (f) whether the consideration to be received for the assets is reasonable and fair, taking into account their market value. [...]

BIA, s. 65.13

31. This Court has noted that the criteria in Section 65.13(4) of the BIA – which are substantially similar to those contained in Section 36(3) of the *CCAA* – should be considered alongside the principles articulated in *Royal Bank of Canada v. Soundair Corp.*, for the approval of the sale of assets in insolvency proceedings:

(a) whether sufficient effort has been made to obtain the best price and that the debtor has not acted improvidently;

(b) the interests of all parties;

(c) the efficacy and integrity of the process by which offers have been obtained; and

(d) whether there has been unfairness in the working out of the process.

Feronia Inc. (Re), 2020 BCSC 1372 at paras 38-40

Harte Gold Corp (Re), 2022 ONSC 653 at para 21

32. The following factors support the approval of the Stalking Horse APA:

(a) the Stalking Horse APA is the successful bid resulting from the court-approved SISP designed to realize the maximum possible remaining value from Ecoation's assets and business, while balancing liquidity concerns, limited funding under the DIP Loan, and the relatively specialized market for Ecoation's technology;

(b) the Proposal Trustee, with support from Ecoation, implemented the SISP and is supportive of the Stalking Horse APA. The Proposal Trustee is of the view that the market has been sufficiently canvassed, and has reported that, in its opinion, the proposed sale would be more beneficial to Ecoation's creditors than a sale or disposition under a bankruptcy;

(c) Ecoation is not aware of any reason that its creditors may object to the proposed sale. Ecoation had no material secured creditors when entering these NOI Proceedings, and Ecoation's only significant unsecured creditor, the "AAFC", has taken no position in these proceedings. In any event, the Stalking Horse APA is the result of a sales process that was designed to maximize the remaining value in the assets and business of the company;

(d) the Stalking Horse APA contemplates a significant portion of Ecoation's business passing to the Purchaser as a going-concern, which is in the best interest of Ecoation's other stakeholders, including customers, employees, and suppliers; and

(e) between Ecoation's pre-filing restructuring efforts and the SISP, Ecoation has canvassed the market since early 2024, and no viable offers have materialized other than the Stalking Horse APA. The Purchase Price is fair and reasonable in these circumstances.

33. As such, the sale of Ecoation's assets pursuant to the Stalking Horse APA is appropriate in the circumstances and should be approved.

B. Assigning the AVO Assumed Contracts is appropriate

34. Section 84.1 of the *BIA* provides that:

> **84.1(1)** On application by a trustee and on notice to every party to an agreement, a court may make an order assigning the rights and obligations of a bankrupt under the agreement to any person who is specified by the court and agrees to the assignment.
>
> [...]
>
> **(3)** Subsection (1) does not apply in respect of rights and obligations that are not assignable by reason of their nature or that arise under

> (a) an agreement entered into on or after the date of the bankruptcy;
>
> (b) an eligible financial contract; or
>
> (c) a collective agreement.
>
> **(4)** In deciding whether to make the order, the court is to consider, among other things,
>
> (a) whether the person to whom the rights and obligations are to be assigned is able to perform the obligations; and
>
> (b) whether it is appropriate to assign the rights and obligations to that person.
>
> **(5)** The court may not make the order unless it is satisfied that all monetary defaults in relation to the agreement — other than those arising by reason only of the person's bankruptcy, insolvency or failure to perform a non-monetary obligation — will be remedied on or before the day fixed by the court. [...]

BIA, s. 84.1(1) and (4)

35. Section 66(1) of the *BIA* extends the provisions of Section 84.1(1) to NOI proceedings, with "modifications as the circumstances require".

BIA, s. 66(1)

Re Aeropostale Canada Corp. (Notice of Intention), 2018 ONSC 1468 at para 7

36. In *CCAA* or NOI proceedings where an assignment is sought by a debtor and not the trustee, the Court may also consider the position of its trustee or monitor.

Urbancorp Cumberland 1 GP Inc. (Re), 2020 ONSC 7920 at paras 23 and 35

37. It is appropriate to assign the AVO Assumed Contracts to the Purchaser pursuant to the Approval and Vesting Order:

(a) the Purchaser is a multi-national, going-concern business that, to the best of Ecoation's knowledge, intends to continue operating the purchased segments of Ecoation's business, including servicing the AVO Assumed Contracts which have been deemed integral to that business;

(b) the assignment of the AVO Assumed Contracts is fair and reasonable to all counterparties. If the AVO Assumed Contracts are not assigned to the Purchaser, the sale will not close, and counterparties (such as customers and suppliers) may be

harmed by a deemed assignment of Ecoation into bankruptcy. In any event, the counterparties will have been contacted regarding an assignment prior to the hearing of this application and will have had the opportunity to appear or raise any objections;

(c) the Proposal Trustee is supportive of assigning the AVO Assumed Contracts pursuant to the Stalking Horse APA and the Approval and Vesting Order;

(d) none of the AVO Assumed Contracts are subject to the exceptions set out in Section 84.1(3) of the *BIA*; and

(e) any monetary defaults under the AVO Assumed Contracts pursuant to Section 84.1(5) of the BIA will be remedied by the Purchaser as Cure Costs.

C. <u>The Third Extension is appropriate</u>

38. Section 50.4(9) of the *BIA* permits this Court to extend the time to file a proposal in NOI proceedings, for a period not exceeding 45 days, if satisfied that:

(a) the insolvent person acted, and is acting, in good faith and with due diligence;

(b) the extension "is required to increase the likelihood of a viable proposal resulting"; and

(c) no creditor would be materially prejudiced if the extension being applied for were granted.

BIA, s. 50.4(9)

In the Matter of the Bankruptcy of Bear Creek Contracting Ltd., 2021 BCSC 783 at paras 25, 64

39. Ecoation has acted with good faith and with due diligence during these NOI Proceedings. Ecoation:

(a) sourced the Stalking Horse APA to help facilitate the SISP; and

(b) worked closely with the Proposal Trustee to support the implementation of the SISP.

40. Ecoation continues working towards maximizing value and making a proposal to its creditors by seeking approval of and closing the Stalking Horse APA. The short stay extension contemplated by the Third Extension is proposed to:

(a) allow flexibility for any contingencies related to closing and coincide with the Outside Date; and

(b) provide Ecoation and the Proposal trustee with time post-closing to deal with the "ROYA" technology assets, then assess and work on a proposal to creditors.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Saber Miresmailli, made on April 9, 2025;

2. Affidavit #2 of Saber Miresmailli, made on May 1, 2025;

3. Affidavit #4 of Saber Miresmailli, made on June 26, 2025;

4. Fourth Report of the Proposal Trustee, to be filed; and

5. Such further and other material as counsel may advise and this Court may allow.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

(a) file an application response in Form 33,

(b) file the original of every affidavit, and of every other document, that

(i) you intend to refer to at the hearing of this application, and

(ii) has not already been filed in the proceeding, and

(c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:

(i) a copy of the filed application response;

(ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;

(iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7 (9).

Dated: June 26, 2025

Signature of ☐ Applicant
☒ Lawyer for applicant
Christian Garton

To be completed by the court only:

Order made

[ ] in the terms requested in paragraphs ..... of Part 1 of this notice of application

[ ] with the following variations and additional terms:

.....

.....

.....

Date: .....[*dd/mmm/yyyy*].....

.....

Signature of [ ] Judge [ ] Associate Judge

Appendix

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ none of the above

SCHEDULE "A"

(see attached)

No. B-250186
Estate 11-3209217
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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.

SERVICE LIST

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SCHEDULE "B"

(see attached)

No. B-250186
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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.

ORDER MADE AFTER APPLICATION

BEFORE	THE HONOURABLE JUSTICE STEPHENS	2025/07/03

ON THE APPLICATION of Ecoation Innovative Solutions Inc. ("**Ecoation**") coming on for hearing at Vancouver, British Columbia on the 12th day of June, 2025 AND ON HEARING Christian Garton, counsel for Ecoation, and those other counsel listed in **Schedule "A"** hereto; AND UPON READING the material filed, including the Fourth Affidavit of Saber Miresmailli made June 26, 2025 ("**Miresmailli Affidavit #4**"); AND PURSUANT TO the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 as amended (the "***BIA***") and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS AND DECLARES THAT:

SERVICE

1. The time for service of this notice of application and supporting materials is hereby abridged such that the notice of application is properly returnable today.

DEFINED TERMS

2. Unless otherwise indicated herein, capitalized terms have the meaning given to them in the Asset Purchase Agreement dated April 29, 2025, by and between Ecoation, as vendor, and

1001199137 Ontario Limited, assigned by way of an Assignment of Asset Purchase Agreement dated June 19, 2025, to Plant Products Inc., as purchaser (the "**Purchaser**"), and as amended by way of an Amending Agreement dated June 20, 2025 (together, the "**Sale Agreement**").

SALE APPROVAL

3. The sale transaction (the "**Transaction**") contemplated by the Sale Agreement, a copy of which is attached as Exhibit A to Miresmailli Affidavit #4, is hereby approved, and the Sale Agreement is commercially reasonable. The execution of the Sale Agreement by Ecoation is hereby authorized and approved, and Ecoation and KPMG Inc. as proposal trustee of Ecoation (the "**Proposal Trustee**") are hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance to the Purchaser of the assets described in the Sale Agreement (the "**Purchased Assets**").

4. Upon delivery by the Proposal Trustee to the Purchaser of a certificate substantially in the form attached as **Schedule "B"** hereto (the "**Closing Certificate**"), all of Ecoation's right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on **Schedule "C"** hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing (i) any encumbrances or charges created or amended by Orders of this Court, including but not limited to those Orders dated April 15, 2025, and May 7, 2025; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* of British Columbia or any other personal property registry system; and (iii) all Claims collectively defined as the "Encumbrances" in the Sale Agreement (which term shall not include the "Permitted Encumbrances" permitted under the Sale Agreement and listed on **Schedule "D"** hereto), and, for greater certainty, this Court orders that all of the

Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets. The Purchaser shall not assume or be liable for any of the Excluded Liabilities.

ASSUMED CONTRACTS

5. Upon delivery of the Closing Certificate, all the rights and obligations of Ecoation existing at Closing under the agreements listed on **Schedule "E"** hereto, to the extent that such agreements are not already assigned to the Purchaser, shall constitute Purchased Assets on Closing (collectively, the "**AVO Assumed Contracts**") and shall be assigned to the Purchaser pursuant to section 2.3 of the Sale Agreement.

6. The assignment to the Purchaser of the rights and obligations of Ecoation under the AVO Assumed Contracts pursuant to this Order is valid and binding upon all of the counterparties to the AVO Assumed Contracts notwithstanding any restriction or prohibition contained in any such AVO Assumed Contracts relating to the assignment thereof, including any provision requiring the consent of any party to the assignment or any change of control.

7. Ecoation's right, title and interest in the AVO Assumed Contracts shall vest absolutely in the Purchaser free and clear of all Encumbrances other than the Permitted Encumbrances in accordance with the provisions of this Order.

8. Each counterparty to the AVO Assumed Contracts is prohibited from exercising any right or remedy under the AVO Assumed Contracts by reason of any defaults thereunder arising from the assignment of the AVO Assumed Contracts or a change of control, the insolvency of Ecoation, the commencement of these proceedings, or any failure of Ecoation to perform a non-monetary obligation under the AVO Assumed Contracts.

9. The Purchaser shall pay the Cure Costs (if any) with respect to each applicable AVO Assumed Contract as of the Closing, in full and final satisfaction of any Cure Costs owing to the counterparty to the applicable AVO Assumed Contract, by no later than the day that is ten (10) business days from the date that the Purchaser receives wire remittance instructions or other payment instructions from such counterparty.

10. Ecoation shall send a copy of this Order to all the counterparties to the AVO Assumed Contracts before the time of the Closing of the Transaction without further order of this Court.

NET SALE PROCEEDS

11. For the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and from and after the delivery of the Closing Certificate all Claims shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having had possession or control immediately prior to the sale.

12. The Proposal Trustee is to file with the Court a copy of the Closing Certificate forthwith after delivery thereof.

PERSONAL INFORMATION

13. Pursuant to Section 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act* or Section 18(10)(o) of the *Personal Information Protection Act* of British Columbia, Ecoation is hereby authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Ecoation's records pertaining to Ecoation's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by Ecoation.

CLOSING

14. Subject to the terms of the Sale Agreement, vacant possession of the Purchased Assets, including any real property, shall be delivered by Ecoation to the Purchaser by 12:00 noon on the Closing Date (as defined in the Sale Agreement), subject to the Permitted Encumbrances as set out in the Sale Agreement and listed on **Schedule "D"**.

15. Ecoation and the Purchaser, with the consent of the Proposal Trustee, shall be at liberty to extend the Closing Date by mutual agreement to such a later date as those parties may agree without the necessity of a further Order of this Court.

TRANSACTION NOT REVIEWABLE

16. Notwithstanding:

(a) these proceedings;

(b) any applications for a bankruptcy order in respect of Ecoation now or hereafter made pursuant to the *BIA* and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made by or in respect of Ecoation,

the (i) vesting of the Purchased Assets in the Purchaser; and (ii) the assignment of the Assumed Contracts to the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Ecoation and shall not be void or voidable by creditors of Ecoation, nor shall it constitute or be deemed to be a transfer at undervalue, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *BIA* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

CHANGE OF NAME

17. Within ten Business Days following the filing of the Closing Certificate, Ecoation is authorized and directed to take all necessary action, including the filing of a notice of alteration with the applicable Governmental Authority, to legally change Ecoation'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

GENERAL

18. Ecoation, the Purchaser, or any other party have liberty to apply for such further or other directions or relief as may be necessary or desirable to give effect to this Order.

19. Endorsement of this Order by counsel appearing on this application other than counsel for Ecoation is hereby dispensed with.

THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body, wherever located, to give effect to this Order and to assist Ecoation, its agents, or the Proposal Trustee in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, or to assist Ecoation, its agents, or the Proposal Trustee in carrying out the terms of this Order.

THE FOLLOWING PARTIES APPROVE OF THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

APPROVED BY:

_____

Signature of Christian Garton, lawyer for the Applicant

_____

BY THE COURT

REGISTRAR IN BANKRUPTCY

SCHEDULE "A"
Appearance List

NAME	APPEARING FOR

SCHEDULE "B"
Closing Certificate

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.

Closing Certificate

RECITALS

A. On April 8, 2025, Ecoation Innovative Solutions Inc. ("**Ecoation**") filed a notice of intention to make a proposal under Section 50.4 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 with the Office of the Superintendent of Bankruptcy, with KPMG Inc. as proposal trustee (the "**Proposal Trustee**").

B. Pursuant to an order dated July 3, 2025, the Court approved the Asset Purchase Agreement dated April 29, 2025, by and between Ecoation, as vendor, and 1001199137 ONTARIO LIMITED, as assigned by way of an Assignment of Asset Purchase Agreement dated June 19, 2025, to Plant Products Inc. (the "**Purchaser**"), and as amended by way of an Amending Agreement dated June 20, 2025 (together, the "**Sale Agreement**"), providing for the vesting in the Purchasers of all of the rights, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchasers and Ecoation of a certificate confirming (i) receipt of payment in full of the Purchase Price; and (ii) receipt of the Conditions Certificates pursuant to the Sale Agreement.

Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. the Purchaser has paid, and the Proposal Trustee has received, the Purchase Price; and

2. the Proposal Trustee has received the Conditions Certificates from Ecoation and the Purchaser confirming that all conditions to Closing, as applicable, have been satisfied or waived.

This Certificate was delivered by the Proposal Trustee at Vancouver, BC this ____ day of July, 2025.

KPMG Inc.,
in its capacity as Proposal Trustee

Per: _____

SCHEDULE "C"
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) of the Sale Agreement;

(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.

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

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 "D"
Permitted Encumbrances

None.

SCHEDULE "E"
AVO Assumed Contracts

1. 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

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

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