



No. **B-250186**
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA
IN BANKRUPTCY AND INSOLVENCY**

**IN THE MATTER OF THE 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 58(d) and 59(1) of the Bankruptcy and Insolvency Act (Canada))**

NOVEMBER 10, 2025

APPENDIX

APPENDIX “A” – CERTIFICATE OF FILING A NOTICE OF INTENTION TO MAKE A PROPOSAL

APPENDIX “B” – PROPOSAL FILED BY 0876120 B.C. LTD., FORMERLY KNOWN AS ECOATION INNOVATIVE SOLUTIONS INC.

APPENDIX “C” – CASH FLOW FORECAST FOR THE PERIOD SEPTEMBER 27 TO DECEMBER 26, 2025

APPENDIX “D” – PROPOSAL PACKAGE DISTRIBUTED TO CREDITORS

APPENDIX “E” – MINUTES OF THE MEETING OF CREDITORS HELD ON OCTOBER 17, 2025

APPENDIX “F” – NOTICE OF APPLICATION TO THE COURT TO APPROVE THE PROPOSAL

1. On April 8, 2025, Ecoation Innovative Solutions Inc (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. consented to act as proposal trustee (in such capacity, the “**Proposal Trustee**”) in the NOI proceedings of the Company. A copy of the Certificate of Filing a Notice of Intention to Make a Proposal is attached hereto as Appendix “A”.
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. The proceeds from that sale would form the basis of a proposal to its creditors that 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 (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**”) pronounced May 7, 2025;
 - (b) to July 22, 2025 by an order of the Court pronounced June 12, 2025;
 - (c) to August 15, 2025 by an order of the Court pronounced July 4, 2025; and
 - (d) to September 29, 2025 by an order of the Court pronounced August 8, 2025.
5. On July 17, 2025, during the NOI proceedings, the Company 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 for the sale of all of the non-ROYA assets of the Company. 0876120 B.C. Ltd. will hereinafter be referred to as the Company within this report.
6. On September 29, 2025, the Company filed a proposal (the “**Proposal**”), a copy of which is attached hereto as Appendix “B”, with the Proposal Trustee. The Proposal Trustee filed the Proposal with the Official Receiver, who accepted the Proposal on the same date.
7. A copy of the Company’s Statement of Projected Cash Flow for the period of September 27, 2025 to December 26, 2025 and related report pursuant to Section 50.4(2) of the BIA, is attached hereto as Appendix “C”, and were filed with the Official Receiver on September 29, 2025

8. On October 6, 2025, the Proposal Trustee gave notice to every known creditor affected by the Proposal of the calling of a meeting of creditors to be held on October, 17 2025 to consider the Proposal (the “**Notice**”).
9. The Notice included the Proposal Trustee’s Report to Creditors dated October 6, 2025 (the “**Trustee’s Report**”), condensed statement of assets and liabilities of the Company, a list of creditors affected by the Proposal and the amounts of their claim as per the Company’s records, a copy of the Proposal, a form of proof of claim, a proxy in blank, a voting letter, and a convenience creditor election form (the “**Proposal Package**”). A copy of the Proposal Package is attached hereto as Appendix “D”.
10. Prior to the meeting of creditors, the Proposal Trustee made inquiries into the present liabilities of the Company, the Company’s assets and their estimated realizable value, the Company’s conduct, and the causes of insolvency.
11. On October 17, 2025, the meeting of creditors was held and the Proposal was accepted by the required majority of creditors, as set out in the table below:

0876120 BC Ltd. (Formerly known as Ecoation Innovative Solutions Inc.)								
Summary of Proposal values								
Class	Vote For				Vote Against			
	Number	Percentage in Number	Dollar Value	Percentage in Dollar	Number	Percentage in Number	Dollar Value	Percentage in Dollar
Unsecured creditors	7	100%	3,380,712	100%	0	0%	0	0%

A copy of the minutes of the meeting of creditors is attached hereto as Appendix “E”.

12. The Proposal Trustee notes that distributions to creditors under the Proposal will be funded by the Company from revenue generated through operational cashflows prior to the sale of the Company’s assets and proceeds from the Transaction.
13. The Proposal Trustee is of the opinion that the Company’s Statement of Affairs (see Section 2 of Appendix “D”) reflects the assets of the Company and their fair realizable values and the liabilities of the Company as at that date.
14. The Proposal Trustee is also of the opinion that:
 - (a) The causes of the insolvency of the Company primarily related to the following:

- (i) Impacts of the COVID-19 pandemic and the Russian invasion of Ukraine resulted in many of the Company's customers facing financial hardships and uncertainty; and
 - (ii) the Company's largest creditor, His Majesty the King in Right of Canada, as represented by the Minister of Agriculture and Agri-Food Corporation ("AAFC"), required a 1-year lump-sum payment on an unsecured loan advanced to the Company on March 31, 2021. After the Company made this payment, they had limited available liquidity to continue operations;
 - (b) The conduct of the Company, both prior to and subsequent to the commencement of the Proposal proceedings, is not subject to censure; and
 - (c) There are no known facts mentioned in section 173 of the BIA that may be proven against the Company.
15. The Proposal Trustee is further of the opinion that the Company's Proposal is an advantageous one for the creditors for the following reasons:
- (a) The Company has acted in good faith and with due diligence in taking appropriate steps to develop a viable Proposal;
 - (b) The Company's voting creditors have voted in favour of the Proposal; and
 - (c) Based on the analysis set out in the Trustee Report, the Proposal Trustee believes that the Proposal provides a for a distribution to the Company's creditors that likely exceeds the dividend that would be otherwise available in bankruptcy, save and except for AAFC who may still realize a higher recovery than one under a bankruptcy if certain milestones as set out in the Transaction are achieved. Assuming the Company's assets and liabilities as at November 21, 2025 would be substantially the same as the Company's assets and liabilities discussed in Sections VI and VII of the Trustee's Report, the Proposal Trustee estimates there would be full realizations for secured creditors and a shortfall from the realizations that would be available for distribution to unsecured creditors at this time.
16. On October 21, 2025, the Company's legal counsel, Osler, Hoskin & Harcourt LLP, applied to the Court for a hearing to approve Proposal (the "**Notice of Application**").

17. On November 5, 2025, the Proposal Trustee sent the Notice of Application to creditors, which included the time and place of the hearing. A copy of the above noted Notice of Application is attached hereto as Appendix "F".
18. Based on the information set out in this report and the Trustee's Report, the Proposal Trustee recommends to the Court that the Proposal be approved.
19. The Proposal Trustee also forwarded a copy of this report to the Official Receiver on this day.

Dated at Vancouver, British Columbia, this 10th day of November 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”



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

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

In the Matter of the Notice of Intention to make a proposal of:

Ecoation Innovative Solutions Inc.

Insolvent Person

KPMG INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

April 08, 2025

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: April 08, 2025, 18:05

E-File/Dépôt Electronique

Official Receiver

300 Georgia Street W, Suite 2000, Vancouver, British Columbia, Canada, V6B6E1, (877)376-9902

Canada

Appendix “B”

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

Schedule 3.2.1 - Page 7

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

Appendix “C”

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															
	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts															
Disbursements															
	3	-	11,000	-	-	-	-	-	-	-	-	-	-	-	11,000
	4	-	30,000	-	-	17,500	-	-	-	17,500	-	-	12,000	-	77,000
		-	41,000	-	-	17,500	-	-	-	17,500	-	-	12,000	-	88,000
		-	(41,000)	-	-	(17,500)	-	-	-	(17,500)	-	-	(12,000)	-	(88,000)
Net Cash Flow															
Cash Balance															
	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
		-	(41,000)	-	-	(17,500)	-	-	-	(17,500)	-	-	(12,000)	-	(88,000)
		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:


Saber Mirsemaili
Name of Signing Officer
Ecoation Innovative Solutions Inc.

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

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

_ FORM 29 _
Trustee's Report on Cash-Flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(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 attached statement of projected cash flow of Ecoation Innovative Solutions Inc., as of the 29th day of September 2025, consisting of the period from September 27, 2025 to December 26, 2025, has been prepared by the management of the insolvent person (or the insolvent debtor) for the purpose described in the notes attached, using the probable and hypothetical assumptions set out in the notes attached.

Our review consisted of inquiries, analytical procedures and discussion related to information supplied to us by: the management and employees of the insolvent person or the insolvent person. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the projection. We have also reviewed the support provided by: management or the insolvent person for the probable assumptions and preparation and presentation of the projection.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects,

- (a) the hypothetical assumptions are not consistent with the purpose of the projection;
- (b) as at the date of this report, the probable assumptions developed are not suitably supported and consistent with the plans of the insolvent person or do not provide a reasonable basis for the projection, given the hypothetical assumptions; or
- (c) the projection does not reflect the probable and hypothetical assumptions.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the projection will be achieved.

The projection has been prepared solely for the purpose described in the notes attached, and readers are cautioned that it may not be appropriate for other purposes.

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

KPMG Inc. - Licensed Insolvency Trustee
Per:



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

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

FORM 29 - Attachment
Trustee's Report on Cash-flow Statement
(Paragraphs 50(6)(b) and 50.4(2)(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

Purpose:

Ecoation Innovative Solutions Inc. (the "Company") filed a Proposal on September 29, 2025 (the "Proposal"). The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of the Company for the period from September 27, 2025 to December 26, 2025 relating to the filing of the Proposal.

This Statement of Projected Cash Flow has been prepared by management on September 29, 2025, based on available information at that date in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Company for the period from September 27, 2025 to December 26, 2025 considering the economic conditions that are considered the most probable by management. Please refer to the Company's Statement of Projected Cash Flow for details on the underlying forecast assumptions.

As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

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

KPMG Inc. - Licensed Insolvency Trustee
Per:



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

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

FORM 30
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) 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 Management of Ecoation Innovative Solutions Inc., has/have developed the assumptions and prepared the attached statement of projected cash flow of the insolvent person, as of the 29th day of September 2025, consisting of the period from September 27, 2025 to December 26, 2025.

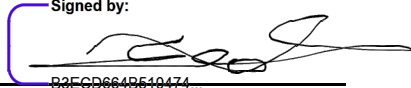
The hypothetical assumptions are reasonable and consistent with the purpose of the projection described in the notes attached, and the probable assumptions are suitably supported and consistent with the plans of the insolvent person and provide a reasonable basis for the projection. All such assumptions are disclosed in the notes attached.

Since the projection is based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projection has been prepared solely for the purpose described in the notes attached, using a set of hypothetical and probable assumptions set out in the notes attached. Consequently, readers are cautioned that it may not be appropriate for other purposes.

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

Signed by:



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Ecoation Innovative Solutions Inc.
Debtor

Saber Miresmailli, Chief Executive Officer

Name and title of signing officer

Name and title of signing officer

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

FORM 30 - Attachment
Report on Cash-Flow Statement by the Person Making the Proposal
(Paragraphs 50(6)(c) and 50.4(2)(c) 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

Purpose:

Ecoation Innovative Solutions Inc. (the "Company") filed a Proposal on September 29, 2025 (the "Proposal"). The purpose of this Statement of Projected Cash Flow is to present the estimated cash receipts and disbursements of the Company for the period from September 27, 2025 to December 26, 2025 relating to the filing of the Proposal.

This Statement of Projected Cash Flow has been prepared by management on September 29, 2025, based on available information at that date in accordance with Section 50.4(2) of the Bankruptcy and Insolvency Act and should be read in conjunction with the Trustee's Report on the Cash Flow Statement. Readers are cautioned that this information may not be appropriate for other purposes.

Projection Notes:

The Statement of Projected Cash Flow has been prepared using probable assumptions supported and consistent with the plans of the Company for the period from September 27, 2025 to December 26, 2025 considering the economic conditions that are considered the most probable by management. Please refer to the Company's Statement of Projected Cash Flow for details on the underlying forecast assumptions.

As the cash flow is based upon various assumptions regarding future events and circumstances, variances will exist and said variances may be material. Accordingly, we express no assurance as to whether the projections will be achieved.

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

Signed by:



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Ecoation Innovative Solutions Inc.

Debtor

Appendix “D”



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

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):

- | | | | | |
|--|---|---|---|--|
| <input type="checkbox"/> Negative market conditions; | <input type="checkbox"/> Foreign Exchange Fluctuations; | <input checked="" type="checkbox"/> Economic Downturn; | <input checked="" type="checkbox"/> Poor Financial Performance; | <input type="checkbox"/> Legal Matters (Provide details); |
| <input checked="" type="checkbox"/> Lack of Working Capital/Funding; | <input type="checkbox"/> Competition; | <input type="checkbox"/> Legislated or Regulatory Restrictions; | <input type="checkbox"/> Natural Disaster; | <input type="checkbox"/> Increased Cost of Doing Business; |
| <input type="checkbox"/> Overhead Increasing; | <input type="checkbox"/> Faulty Infrastructure or Business Model; | <input type="checkbox"/> Unsuccessful Marketing Initiatives; | <input type="checkbox"/> Personal Issues; | <input type="checkbox"/> Poor Management; |
| <input type="checkbox"/> Faulty Accounting; | <input type="checkbox"/> Tax Liabilities; | <input type="checkbox"/> Labour; | <input type="checkbox"/> 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
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

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

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	<input type="checkbox"/>	Cash on hand - Cash on hand	100.00	403,629.00	403,629.00	337,629.00	<input type="checkbox"/>
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 Miresmaili

29-Sep-2025

Date

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	Placeholder (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	<input type="checkbox"/>
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	<input type="checkbox"/>
3	Canada Revenue Agency	Pacific 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	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>
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	<input type="checkbox"/>
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	<input type="checkbox"/>
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	<input type="checkbox"/>
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	<input type="checkbox"/>


Saber Miresmailli

29-Sep-2025
Date

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	Placeholder (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 75373-4951 USA	Other	Vendor		8,368.00	0.00	0.00	0.00	8,368.00			0.00	<input type="checkbox"/>
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	<input type="checkbox"/>
11	Various Employees	Various	Severance pay	Termination & Severance Vendor		38,058.00	0.00	0.00	0.00	38,058.00			0.00	<input type="checkbox"/>
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	<input checked="" type="checkbox"/>
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	<input checked="" type="checkbox"/>
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	<input type="checkbox"/>
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 Miresmaili

29-Sep-2025

Date

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.



Commissioner for Taking Affidavits



Saber Miresmailli

Averi Brailey
ARTICLING STUDENT
Osler, Hoskin & Harcourt LLP
Suite 3000, Bentall Four
1066 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

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

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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.

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

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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

APPENDIX “A” – CASH FLOW FORECAST FOR THE PERIOD SEPTEMBER 27 TO DECEMBER 26, 2025

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 remaining.
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 Ecoalition 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		in \$CAD
Formerly Ecoation Innovative Solutions Inc.		
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		in \$CAD
Formerly Ecoation Innovative Solutions Inc.		
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			in \$CAD
formerly Ecoation Innovative Solutions Inc.¹			
	Notes	Balance as at Sep. 29	Estimated Realizations
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.

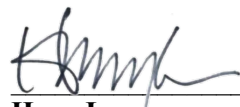
XVI. MEETING OF CREDITORS

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															
	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Receipts															
Disbursements															
	3	-	11,000	-	-	-	-	-	-	-	-	-	-	-	11,000
	4	-	30,000	-	-	17,500	-	-	-	17,500	-	-	12,000	-	77,000
		-	41,000	-	-	17,500	-	-	-	17,500	-	-	12,000	-	88,000
		-	(41,000)	-	-	(17,500)	-	-	-	(17,500)	-	-	(12,000)	-	(88,000)
Net Cash Flow															
Cash Balance															
	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
		-	(41,000)	-	-	(17,500)	-	-	-	(17,500)	-	-	(12,000)	-	(88,000)
		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:


Saber Mirsemaili
Name of Signing Officer
Ecoation Innovative Solutions Inc.

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

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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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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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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)

Appendix “E”

District of: Vancouver
Division No.: 03 – Vancouver
No.: B-250186
Estate No.: 11-3209217
Vancouver Registry

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL FILED BY
0876120 BC LTD.
(FORMERLY KNOWN AS ECOATION INNOVATIVE SOLUTIONS INC.)
MINUTES OF THE FIRST MEETING OF CREDITORS**

DATE October 17, 2025

LOCATION Conference meeting via MS Teams
Or Via Telephone: 1-604-424-4047, Conference ID: 693 145 045#

ATTENDANCE

Licensed Insolvency Trustee (“Trustee”): Huey Lee
KPMG INC.

Chairperson Huey Lee
KPMG INC.

Moderator: Pritesh Patel
KPMG INC.

Secretary: Mackenzie Wong
KPMG INC.

Debtor: Saber Miresmailli – Authorized Representative of 0876120 BC LTD

Legal Counsel: Christian Garton – Osler, Hoskin & Harcourt LLP
Ashley Bowron - McCarthy Tétrault LLP

Creditor(s): See attached Attendance List – Appendix A

CALL TO ORDER

The Trustee (as hereinafter defined) called the meeting to order at 10:02 a.m. PST. Huey Lee of KPMG Inc. informed the attendees he would be chairing the meeting (the “**Chairperson**”) and introduced Pritesh Patel, as moderator (the “**Moderator**”), and Mackenzie Wong, as secretary (the “**Secretary**”) for the meeting.

QUORUM

The Chairperson acknowledged that they reviewed proofs of claim filed, confirmed that quorum was present and declared the meeting validly constituted.

PURPOSE OF THE MEETING

The Chairperson stated that in accordance with section 54 (1) of the BIA, the purpose of the meeting was to:

- Consider the proposal put forward by 0876120 BC LTD. (“**Ecoation**” or the “**Company**”) and resolve to accept or reject the proposal, or any amendment thereof; and
- To appoint up to five Inspectors to the estate

TRUSTEE’S REPORT TO THE CREDITORS

The Chairperson asked the Moderator to speak to the Trustee’s Report on the proposal to the creditors (the “**Report**”). The Moderator discussed the key terms of the proposal such as the treatment and priority of claims for different creditor classes, the voting class, and the claims process if the proposal was effective.

The Moderator noted that, as outlined in the Report, 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 Supreme Court of British Columbia in accordance with the provisions of the BIA.

VOTE ON PROPOSAL

Mackenzie Wong of KPMG Inc. provided a summary of the voting letters previously received. The Chairperson did not move to vote on the proposal as the sole creditor attending the meeting had already provided a voting letter to the Trustee.

The final voting summary is as follows:

CREDITOR	VOTING AMOUNT	POC Received (Y/N)	Proxy? (Y/N)	Proxy Name	Voting Letter Received (Y/N)	Eligible to Vote? (Y/N)	Vote
Liu, Lin yin (Dennis)	1,635	Y	Y	KPMG Inc.	N	Y	For
Riemer, Sven	38,462	Y	N	N/A	Y	Y	For
Tiessen, Austin	2,692	Y	N	N/A	Y	Y	For
Wspanialy, Patrick	10,385	Y	N	N/A	Y	Y	For
Agriculture and Agri-Food Canada (AAFC)	3,297,529	Y	N	N/A	Y	Y	For
X-Naut	4,738	Y	N/A	N/A	Y	Y	For
Munck Wilson	25,271	Y	N/A	N/A	Y	Y	For

Voting Totals were:

Yes: 100% (\$3,380,712)

No: 0% (\$0)

The Chairperson deemed the proposal as accepted.

The Moderator advised that counsel would proceed to apply for court approval and creditors would be duly notified of the court date as per the BIA. The Trustee’s website would also be updated with the progress.

QUESTION AND DISCUSSION PERIOD

Sven Riemer, an unsecured creditor and former employee of Ecoation Innovative Solutions Inc, raised questions on the Proposal, specifically the mechanics and reporting of milestone achievements tied to the Earn Out payment. The Moderator clarified the Earn Out payment structure as outlined in the proposal, including the payment framework and explained that the Earn Out payment was available for unsecured creditors who did not elect to be part of the convenience class. At this time, the Chairperson also discussed other key terms in the proposal, such as the treatment and priority of claims for different creditor classes (secured creditors, convenience creditors and unsecured creditors) and provided clarification to ensure creditors understood the nature and implications of those electing the convenience creditor class.

Additionally, Sven Riemer asked questions on how the proposal addressed equity claims. The Moderator clarified that the proposal pertains solely to creditor claims, and that any equity claims would be addressed after the full satisfaction of creditor claims. The Moderator noted that equity claim matters was a matter for Ecoation to decide and would not be addressed during the creditor meeting.

Lastly, Sven Riemer asked what milestone achievement would be required for full repayment to creditors. The Moderator and Secretary responded that as outlined in the Report, Ecoation had already serviced over 1,400 in eligible hectares. Further, based on the quantum of unsecured claims on the Ecoation's statement of affairs, and the various thresholds for Earn Out payments, Ecoation would need to service at least 23,000 eligible hectares during the five (5) year Earn Out period. The Chairperson emphasized that the Trustee was not in a position to comment on the likelihood of Ecoation achieving this target, and that creditors should review the Proposal in detail and make their own determination on the Earn Out provisions.

APPOINTMENT OF INSPECTORS

The Chairperson called for nominations of inspectors.

There were no inspectors nominated.

Sven Riemer asked for further information, and the Chairperson stated that information on the process for appointing estate inspectors can be sent over to him. The Chairperson will also publish information on the appointment of inspectors on the Trustee's website for any interested creditors since no volunteers were identified.

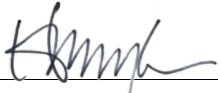
FINAL QUESTIONS/INSTRUCTION FOR THE LIT

The Chairperson asked if there were any further questions/instructions/directions to the Trustee.

No further questions or instructions for the Trustee were put forward.

ADJOURNMENT

There being no further questions or other matters to attend to, a motion to adjourn the meeting at 10:30 a.m. PST was moved by the Chairperson.



Huey Lee, Trustee

Appendix “A”

Attendance List

October 17, 2025

No.	Name	Representing
1	Huey Lee	KPMG Inc. –Trustee, Chairperson
2	Pritesh Patel	KPMG Inc. – Moderator
3	Mackenzie Wong	KPMG Inc. – Secretary
4	Annette Chopowick	KPMG Inc.
5	Saber Miresmailli	0876120 BC LTD. – Authorized Representative
6	Christian Garton	Legal Counsel for Debtor
7	Ashley Bowron	Legal Counsel for Trustee
8	Sven Riemer	Unsecured Creditor

Appendix “F”



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: 0876120 B.C. Ltd., formerly known as Ecoation Innovative Solutions Inc.,
("Ecoation")

To: the Service List attached as **Schedule "A"**, all creditors with a proven claim against
Ecoation, and the Office of the Superintendent of Bankruptcy (the "**OSB**").

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 November 21, 2025, at 9:00
a.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 "**Proposal Order**"), approving the proposal of Ecoation (the "**Proposal**").
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

3. All capitalized terms not otherwise defined have the meaning ascribed to them in the Proposal.

A. Background

4. 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**").
5. 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.
6. 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.
7. 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

8. 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**”).
9. 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.
10. 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.
11. 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.
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. The key terms of the Proposal are that:
- (a) within 10 business days following the granting of the Proposal Order, 80% of Ecoation’s remaining Cash Fund (estimated to be \$403,629), will be transferred to the Proposal Trustee;
 - (b) within 60 business days following the transfer of the Cash Fund to the Proposal Trustee, the Proposal Trustee shall make the following Distributions:
 - (i) first, in an amount sufficient to pay 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 Earnout, to be shared *pro rata* amongst the Affected Creditors until their proven claims are repaid in full:
- (i) 50% of any Earnout payment received by Ecoation where such payment is less than \$200,000; and
 - (ii) 80% of any Earnout payment received by Ecoation where such payment is greater than or equal to \$200,000; and
- (d) the payment of the Distributions and the assignment of the Earnout shall fully satisfy and release all claims of Affected Creditors, including claims against present and former directors and officers of Ecoation.
16. The Proposal states it will be effective if:
- (a) the Proposal is passed at the Creditor's Meeting with the majority votes required under the *BIA*; and
 - (b) the Proposal Order is granted by this Court.

D. Proposal filing and Creditor's Meeting

17. On September 29, 2025, the Proposal Trustee filed the Proposal with the Office of Superintendent of Bankruptcy.
18. 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.
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 (seven votes in favour and zero votes against).

Part 3: LEGAL BASIS

20. Eocation relies upon:
- (a) *BIA*, Part III, Division I;
 - (b) the inherent jurisdiction of this Court; and
 - (c) such further and other legal basis as counsel may advise and this Court may allow.

A. Approving the Proposal is appropriate

21. Canadian insolvency courts have applied the following framework to the approval of proposals under the *BIA*:

[17] Pursuant to s. 54(2)(d) of the *BIA*, a proposal is deemed to be accepted by the creditors if it has achieved the requisite “double majority” voting threshold at a duly constituted meeting of creditors.

[18] The *BIA* requires the proposal trustee to apply to court to sanction the proposal. At such hearing, s. 59(2) of the *BIA* requires that the court refuse to approve the proposal where its terms are not reasonable or not calculated to benefit the general body of creditors.

[19] In order to satisfy s. 59(2) test, the courts have held that the following three-pronged test must be satisfied:

- (a) the proposal is reasonable;
- (b) the proposal is calculated to benefit the general body of creditors; and
- (c) the proposal is made in good faith.

[...]

Kitchener Frame Limited (Re), 2012 ONSC 234 at paras 17-19

See also: *Contech Enterprises Inc. (Re)*, 2015 BCSC 129 at paras 124-126; and *In the Matter of the Proposal to Creditors of Conforti Holdings Limited*, 2022 ONSC 542 at paras 21-25

22. On a motion for court approval of a proposal, the Court must consider the interests of the debtor (in restructuring debt and staying in business), the creditors (in resolving claims in a reasonable fashion), and the public (in maintaining the integrity of the bankruptcy process and the need to preserve commercial morality). The court must also consider the interests of all stakeholders and weigh the effects of the approval of the proposal against those of a bankruptcy.

In the Matter of the Proposal to Creditors of Conforti Holdings Limited, 2022 ONSC 542 at para 26

Contech Enterprises Inc. (Re), 2015 BCSC 129 at para 127

23. Canadian insolvency courts have accorded significant deference to the majority vote of creditors at a meeting of creditors and have also accorded deference to the recommendation of the proposal trustee.

In the Matter of the Proposal to Creditors of Conforti Holdings Limited, 2022 ONSC 542 at para 27

24. When considering if a proposal is made in “good faith”, the debtor must satisfy the court that it has provided full disclosure to its creditors of its assets and encumbrances against such assets.

Kitchener Frame Limited (Re), 2012 ONSC 234 at para 35

25. In this case, the Proposal should be approved:

- (a) **The Proposal achieved the required vote under the BIA.** In fact, the Proposal was overwhelmingly approved by a unanimous vote of all creditors voting on the Proposal.
- (b) **The Proposal is reasonable.** The Proposal balances maximizing immediate recovery to creditors (80% of Ecoation’s available Cash Fund) against allowing

Ecoation to remain open as a solvent legal entity to collect any payments under the Earnout, a percentage of which will be assigned to Affected Creditors so they may be repaid in full.

(c) **The Proposal is calculated to benefit the general body of creditors.** The Proposal:

- (i) provides for payment in full to all Secured Creditors;
- (ii) permits Convenience Creditors to be repaid in full (for Unsecured Creditors owed under \$10,000), or recover substantially more than they would in a bankruptcy (for Unsecured Creditors owed over \$10,000 who elect to waive their claim over \$10,000 and instead be treated as Convenience Creditors); and
- (iii) allows Ecoation's largest creditor, AAFC, a chance to vastly increase its recovery compared to a bankruptcy if Ecoation collects future payments under the Earnout.

(d) **The Proposal is made in good faith.** Ecoation, through the Proposal Trustee, has provided full disclosure to its creditors of its assets and encumbrances in advance of the Creditor's Meeting. Further, Ecoation makes the Proposal with the objective that if Earnout proceeds are able to fully satisfy the claims of Affected Creditors, then any surplus funds may be available for distribution to Ecoation's equity investors.

(e) **The Proposal is supported by the Proposal Trustee.** Ecoation drafted and negotiated the proposal working closely in consultation with the Proposal Trustee, and the Proposal Trustee supports this application.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Saber Miresmailli made on May 1, 2025;
2. Affidavit #6 of Saber Miresmailli made on November 4, 2025;

- 3. Report of the Proposal Trustee on the Proposal dated October 6, 2025; and
- 4. Second Report of the Proposal Trustee on the Proposal for the Court, 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: November 4, 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)

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

<p>Osler, Hoskin & Harcourt LLP Suite 3000, Bentall Four 1055 Dunsmuir Street Vancouver, BC V7X 1K8</p> <p>Mary Buttery, K.C. Direct: 604.692.2752 Email: mbuttery@osler.com</p> <p>Christian Garton Direct: 604.692.2719 Email: cgarton@osler.com</p> <p><i>Counsel for Ecoation Innovative Solutions Inc.</i></p>	<p>McCarthy Tetrault LLP 745 Thurlow Street Suite 2400 Vancouver, BC V6E 0C5</p> <p>Lance Williams Direct: 604.643.7154 Email: lwilliams@mccarthy.ca</p> <p>Ashley Bowron Direct: 604.643.7973 Email: abowron@mccarthy.ca</p> <p>Sue Danielisz (paralegal) Email: sdanielisz@mccarthy.ca</p> <p><i>Counsel for the Proposal Trustee</i></p>
<p>KPMG Inc. 777 Dunsmuir St. Vancouver, BC V7Y 1K3</p> <p>Pritesh Patel Direct: 416.468.7923 Email: pritchpatel@kpmg.ca</p> <p>Huey Lee Direct: 604.646.6398 Email: hueylee@kpmg.ca</p> <p>Mackenzie Wong Direct: 416.777.8146 Email: mackenziewong@kpmg.ca</p> <p><i>The Proposal Trustee</i></p>	<p>Canada Revenue Agency Surrey National Verification and Collection Centre 9755 King George Boulevard Surrey BC V3T 5E1</p> <p>Phone: 1-866-891-7403 Fax: 1-833-697-2389</p>

<p>Gowling WLG 1 First Canadian Place 100 King Street West, Suite 1600 Toronto, Ontario M5X 1G5</p> <p>Asim Iqbal Direct: 647.202.6621 Email: asim.iqbal@gowlingwlg.com</p> <p>Jonathan Ross Direct: 604.891.2778 Email: jonathan.ross@gowlingwlg.com</p> <p><i>Counsel for the DIP Lender and Purchaser</i></p>	<p>Dentons Canada LLP 2500 Stantec Tower, 10220 - 103 Avenue NW, Edmonton, AB T5J 0K4</p> <p>Tamya N. Chowdhury Direct: 780.423.7123 Email: tamya.chowdhury@dentons.com</p> <p>Arden Zylla Direct: Email: arden.zylla@dentons.com</p> <p><i>Counsel for Canadian Agri-Food Automation and Intelligence Network</i></p>
<p>National Research Council Industrial Research Assistance Program (NRC IRAP) 1200 Montreal Road, Building M-58, Ottawa, Ontario K1A 0R6</p> <p>Email: NRC.IRAPVPOffice-BureauduVPPARI.CNRC@nrc-cnrc.gc.ca</p>	<p>Agriculture and Agri-Food Canada Accounts Receivable and Revenue Management Section Financial Services, Systems and Receivables Division 1341 Baseline Road Tower 7, Floor 3, Room 223 Ottawa, ON K1A 0C5</p> <p>Email: aafc.accountsreceivable-comptesrecevables.aac@agr.gc.ca</p> <p>Éric Paquette Direct: 343-551-2977 Email: eric.paquette@agr.gc.ca</p>
<p>HubSpot, Inc., Two Canal Park, Cambridge, MA 02141 U.S.A. Attention: General Counsel</p> <p>Email: hubhelp@hubspot.com</p> <p><i>Contractual Counterparty</i></p>	<p>Google Cloud Canada Corporation 111 Richmond Street West, Toronto, ON M5H 2G4</p> <p>Email: legal-notices@google.com</p> <p><i>Contractual Counterparty</i></p>

<p>Royal Bank of Canada 10 York Mills Rd. 3rd Floor Toronto, ON M2P 0A2</p> <p>Anthony Hosford Direct: 672.965.3387 Email: anthony.hosford@rbc.com</p> <p><i>PPSA Registrant</i></p>	
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Email distribution list: mattery@osler.com; cgarton@osler.com; lwilliams@mccarthy.ca; abowron@mccarthy.ca; sdanielisz@mccarthy.ca; pritpatel@kpmg.ca; hueylee@kpmg.ca; mackenziewong@kpmg.ca; asim.iqbal@gowlingwl.com; jonathan.ross@gowlingwl.com; tanya.chowdhury@dentons.com; arden.zylla@dentons.com; NRC.IRAPVPOffice-BureauduVPPARI.CNRC@nrc-cnrc.gc.ca; aafe.accountsreceivable-comptesrecevables.aac@agr.gc.ca; eric.paquette@agr.gc.ca; hubhelp@hubspot.com; legal-notices@google.com; anthony.hosford@rbc.com

SCHEDULE "B"

(see attached)

2. The Proposal is hereby declared to have been approved by the requisite percentages of creditors in conformity with the *BIA*.
3. The Proposal and the transactions contemplated thereby are hereby declared to be fair and reasonable and are calculated to benefit Ecoation and its general body of creditors.
4. The Proposal is hereby deemed to be effective as at the Effective Date and at that date will enure to the benefit of and will be binding upon Ecoation and all other persons affected by the Proposal.
5. Ecoation and the Proposal Trustee, as applicable, are hereby authorized to file, issue, execute and deliver any documents or take any other steps reasonably required in order to effect all actions contemplated by the Proposal.
6. Subject to Section 50(14) of the BIA, as applicable:
 - (a) the releases set forth in Article 7 of the Proposal are hereby confirmed and, provided that Ecoation meets its obligations under the Proposal, Ecoation and its directors and officers are hereby released and discharged from all claims of any Affected Creditor pursuant to the terms of the Proposal; and
 - (b) the commencement or prosecution, whether directly, derivatively or otherwise, of any demands, claims, actions, causes of action, counterclaims, suits, or any indebtedness, liability, obligation or cause of action released and discharged pursuant to the Proposal are hereby enjoined.
7. 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. 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 this Order.

GENERAL

8. Ecoation, the Proposal Trustee, 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.
9. 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"

Proposal

(see attached)