Court File No. 31-3354672
Estate File No. 31-3354672

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ECOIDEAS INNOVATIONS INC.
OF THE TOWN OF NEWMARKET
IN THE PROVINCE OF ONTARIO

THIRD REPORT TO COURT OF THE PROPOSAL TRUSTEE

DATED June 30, 2026

TABLE OF CONTENTS

APPENDICES

INTRODUCTION

1. On March 31, 2026 (the "**Filing Date**"), Ecoideas Innovations Inc. ("**Ecoideas**" or the "**Company**") filed with the Official Receiver a Notice of Intention to Make a Proposal ("**NOI**") to its creditors and named Dodick Landau Inc. ("**DLI**") as Proposal Trustee (the "**Proposal Trustee**"). Attached as **Appendix "A"** is the Certificate of Filing of a NOI.

2. On April 28, 2026, the Ontario Superior Court of Justice (In Bankruptcy and Insolvency) (the "**Court**") granted an order ("**Stay Extension Order**") which, among other things, approved the extension of time for filing a proposal up to May 25, 2026. A copy of the Stay Extension Order is attached as **Appendix "B"**.

3. On May 28, 2026, the Court granted a further order ("**May Order**") which, among other things, approved (i) the Company's Sale and Investor Solicitation Process ("**SISP**"); (ii) the Stalking Horse Agreement, solely for the purpose of being the "stalking horse bid"; and (iii) the extension of time for filing a proposal up to July 9, 2026. A copy of the May Order is attached as **Appendix "C"**.

4. All capitalized terms used in this report (the "**Third Report**") but not otherwise defined shall have the meaning ascribed to such terms in the Rafic Sidani Affidavit sworn June 30, 2026 (the "**Sidani Affidavit**").

5. The purpose of this Third Report of the Proposal Trustee is to provide the Court with information pertaining to the following:

    i) Ecoideas' request for an extension of the time for filing a proposal up to and including July 21, 2026;

    ii) Ecoideas' projected cash flow for the period from June 20, 2026 to July 24, 2026;

    iii) the result of the SISP process undertaken by the Proposal Trustee; and

    iv) the Proposal Trustee's recommendation that this Court make an order, as requested by Ecoideas, approving;

        a) the extension of time for filing a proposal up to July 21, 2026;

        b) the sale transaction ("**Transaction**") contemplated in the Stalking Horse Agreement between the Company and 1001611870 Ontario Inc. ("**100 Ontario**" or the “**Purchaser”**);

c) the reverse vesting order, *inter alia*, (i) approving the Transaction (ii) vesting title in the Purchased Shares in the Purchaser free and clear of all claims and encumbrances, and (iii) vesting out of the Company and transferring, vesting and delivering unto ResidualCo (as defined further herein) all excluded assets, liabilities and contracts; and

d) this Third Report to be filed (the “**Report**”); and

e) the fees and disbursements of the Proposal Trustee as set out in the Fee Affidavit (as defined below).

TERMS OF REFERENCE

6. In preparing this Third Report, the Proposal Trustee has relied upon certain unaudited, draft and/or internal financial information, Ecoideas’ books and records, discussions with the management of Ecoideas (“**Management**”) and information from other third-party sources (collectively, the “**Information**”).

7. Except as described in this Third Report, the Proposal Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards (“**GAAS**”) pursuant to the Canadian Institute of Chartered Accountants Handbook (the “**CPA Handbook**”) and, accordingly, the Proposal Trustee expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.

8. Some of the information referred to in this Third Report consists of forecasts and projections. An examination or review of the financial forecast and projections, as outlined in the CPA Handbook, has not been performed. Future oriented financial information referred to in this Second Report was prepared based on Management’s estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variations may be material.

9. The Proposal Trustee has prepared this Third Report in its capacity as a Court appointed officer and has made a copy of this Report available on the Proposal Trustee's website at www.dodick.ca for purposes of Ecoideas' motion returnable July 7, 2026. Parties using this Third Report, other than for the purpose of the motion, are cautioned that it may not be appropriate for their purposes.

10. All references to dollars are in Canadian currency unless otherwise noted.

BACKGROUND

11. As detailed in the Sidani Affidavit, Ecoideas is a manufacturer and distributor of health food and healthy living products to retailers across Canada. It provides environmentally conscious and ethically sourced organic and natural food products, supplements, cleaning and other home products and natural body care products. The Company has two product streams: i) In-House Products which it manufactures and distributes; and ii) a curated selection of third-party brands of health food and natural health products which it distributes, (jointly, the "**Business**").

12. Ecoideas' products are generally more expensive than non-natural products and appeal to an upscale consumer market.

13. A critical asset of the Company is the various licenses for health products issued by Health Canada, which are required to manufacture and sell approximately 35% of the Company's products.

14. Currently, Ecoideas employs 25 full-time non-unionized employees. In addition, temporary labour is used to assist at busy times of the year.

15. As detailed in the Proposal Trustee's first report, the Company's secured creditors included both Royal Bank of Canada ("**RBC**") and Business Development Bank of Canada **("BDC"),** each pursuant to a loan agreement and secured by a general security agreement.

16. Ecoideas' cash flow difficulties are attributed to a decline in sales over the last two years on account of rising raw material prices caused by inflation and global trade challenges, as well as decreased consumer spending on higher-end products. In addition, Ecoideas' overhead is high relative to its now lower sales volumes.

17. In response to the Company's increasing cash flow pressures, it reduced the number of employees from a high of 35 in an effort to limit expenses and preserve operating funds, but notwithstanding these efforts it has not been able to fully compensate for the diminishing sales. As a result, Ecoideas defaulted on its obligations to RBC and on March 2, 2026 RBC issued a demand and notice of intention to enforce its security. In response, the Company initiated these proceedings to stabilize its business and explore restructuring options.

Assignment of RBC's security

18. On May 20, 2026, RBC advised Ecoideas and the Proposal Trustee that it had completed the sale of the its security to 100 Ontario. By May 22, 2026, Ecoideas and 100 Ontario finalized the Stalking Horse Agreement and, in consultation with the Proposal Trustee, agreed on the terms of the SISP.

SALE AND INVESTOR SOLICITATION PROCESS

Overview of the SISP

19. The SISP provided a mechanism to further expose the Company's Business to the market in an insolvency context and provide a structured process for interested parties to perform due diligence and submit offers for a potential transaction. A copy of the SISP is attached as **Appendix "D"**.

20. The SISP involved a stalking horse bid in the form of the Stalking Horse Agreement (the "**Stalking Horse Bid**"). The Stalking Horse Bid was intended to set a "floor" price that bidders must bid against. It also provided comfort to stakeholders, that a minimum value will be realized through the SISP. The details of the Stalking Horse Bid are outlined further herein.

21. The SISP contemplated a four-week, single phase sale process that would be managed and implemented by the Proposal Trustee.

22. Interested parties, who executed non-disclosure agreements, had until 5:00 p.m. (Toronto time) on June 26, 2026 ("**Bid Deadline**") to complete their due diligence and submit a binding offer that conformed with the requirements set forth in the SISP (the "**Bid Factors**"). The Bid Factors required the bid to, among other things:

i) provide for cash consideration sufficient to pay in full on closing of the transaction a minimum incremental amount of $50,000 in excess of the aggregate purchase price contemplated by the Stalking Horse Agreement (the "**Consideration Value"**);

ii) be accompanied by a deposit of at least 10% of the Consideration Value, to be retained by the Proposal Trustee in trust;

iii) contain an executed binding transaction document, including all exhibits and schedules contemplated thereby, together with a blackline against the Stalking Horse Agreement;

iv) state it is not conditional upon any condition or contingency relating to due diligence, financing or any other material conditions precedent;

v) be submitted by the Bid Deadline;

vi) provide evidence satisfactory to the Proposal Trustee of the financial ability of the bidder to consummate the transaction.

vii) not including any break fee, expense reimbursement or similar type of payment;

viii) the offeror must acknowledge the offer is expressly made on an "as is, where is" basis in all respects; and

ix) describe the intended treatment of the Company's stakeholders including secured creditors, unsecured creditors, employees, customers, suppliers, and contractual counterparties.

23. After the Bid Deadline, the Proposal Trustee would consider the bids it received to determine if they complied with the Bid Factors and if they should otherwise be declared a compliant bid (a "**Qualified Bid**"). The SISP expressly stated that the Stalking Horse

Bid constituted a Qualified Bid.

24. In the circumstances where there was more than one Qualified Bid, the Proposal Trustee would proceed with an auction to select the highest or otherwise best bid in the SISP (the "**Successful Bid**"). In the event that the Proposal Trustee, in consultation with the Company, determined that there was no Qualified Bid other than the Stalking Horse Bid, the Proposal Trustee would declare the Stalking Horse Bid as the Successful Bid.

Conduct of the SISP

25. Following the issuance of the May Order, the activities of the Proposal Trustee undertaken with the assistance of Ecoideas' management in relation to and in furtherance of the SISP, included:

i) preparing a list of potentially interested parties, including local and international parties identified by the Company and the Proposal Trustee;

ii) preparing a teaser detailing the opportunity ("**Teaser**");

iii) preparing a non-disclosure agreement (the "**NDA**") to be executed by potential purchasers in order to conduct due diligence;

iv) populating an electronic data room (the "**Data Room**") with due diligence documents, including, among other things, financial statements, key contracts, business performance data, employee information, and forecasts with access to be provided to potential purchasers upon executing the NDA;

v) placing notices of the SISP in the Insolvency Insider, an independent publication dedicated to the Canadian insolvency market, which remained active for the duration of the SISP;

vi) sending the teaser and NDA to 33 potentially interested parties, which included industry participants, as well as financial investors and possible strategic parties; and

vii) providing access to the online data room to four parties (in addition to the Stalking Horse Bidder) who executed the NDA.

26. The only Qualified Bid received by the Bid Deadline was the Stalking Horse Bid. Accordingly, the Proposal Trustee declared the Stalking Horse Bid to be the Successful

Bid under the SISP.

The Stalking Horse Agreement

27. The Stalking Horse Agreement contemplates the acquisition of the equity in Ecoideas by the Stalking Horse Bidder by way of a "reverse vesting" transaction, structured this way as the Company has various health product numbers, permits and licenses that are difficult to transfer without significant business interruption.

28. Absent such a structure, the Business would be at risk of faltering as transferring (i) product numbers would take a minimum of 30 days and (ii) license would take 15-90 days, each assuming no administrative issues..

29. The Company has incorporated 1001661176 Ontario Inc. ("**ResidualCo**"), as a wholly-owned subsidiary, to stand as the residual company in connection with the Transaction.

30. The key terms and conditions of the Stalking Horse Agreement are summarized below.

    i) **Purchaser:** 1001611870 Ontario Inc. The Stalking Horse Bidder is an arms-length company.

    ii) **Purchase Price:** credit bid of the RBC Security plus a cash payment sufficient to satisfy any priority payables ("**Priority Payables**") and $20,000 for fees and disbursements of the Trustee and its advisors to administer ResidualCo and the excluded assets (including any wind-down or dissolution of ResidualCo). The value of the RBC Security as of the effective date of the Stalking Horse Agreement is equal to approximately $2.3 million. Identifiable Priority Payables include:

        i. BDC which has priority over the RBC Security. BDC advised the Proposal Trustee it is owed $78,020.00 with respect to loan #059431-10, while a second BDC loan #059431-07 has been paid in full.

        ii. Payroll, and accrued vacation pay, for the stub period ending on the date of closing of the proposed Transaction. Ecoideas will fund this stub period payroll prior to closing of the proposed transaction which will result in Priority Payables owing to the employees being paid in full.

    As the Proposal Trustee has not called for claims as part of the NOI proceeding, and it will be done only following a bankruptcy of ResidualCo., it is possible that Priority Payables exist, that are unknown at this time. The Proposal Trustee will review with Ecoideas its pre-NOI payables in detail prior to closing of the proposed transaction to determine if there are any other identifiable Priority Payables.

iii) **Share Subscription:** The Purchaser agrees to subscribe for "Purchased Shares," which will represent 100% of the Company's issued and outstanding Equity Interests upon Closing. All existing shares (Existing Shares) will be cancelled without consideration.

iv) **Representation and Warranties:** consistent with the standard terms of an insolvency transaction, i.e. on an “as is, where is” basis, with limited representations and warranties.

v) **Retained Items:** The Company "Retained Assets," "Retained Contracts," and "Retained Liabilities" (which are Liabilities related to the Business from and after the Closing Time, plus Cure Costs).

vi) **Employees:** Offers of employment to existing employees;

vii) **Material Conditions:** the Stalking Horse Bidder being chosen as the Successful Bid and the granting of an Approval and Reverse Vesting Order to separate assets and liabilities.

31. Upon closing of the transaction contemplated by the Stalking Horse Agreement, including the forgiveness of the RBC Security by way of credit bid and the transfer of excluded assets and liabilities to ResidualCo, the Company shall be current on all obligations and shall no longer be insolvent with working capital funding provided by the Purchaser.

32. The “Closing Date” under the Stalking Horse Agreement is July 16, 2026 or such later date as the Company and the Stalking Horse Bidder may agree to in writing. The Company is currently anticipating Closing by July 21, 2026.

Approval of the Stalking Horse Sale Transaction

33. The Company seeks the Court’s approval of the Stalking Horse Agreement and the

proposed Transaction contemplation therein.

34. The proposed Transaction is the best offer and only Qualified Bid received following the completion of the SISP.

35. The SISP was conducted by the Proposal Trustee, with the assistance of the Company, in a transparent manner that treated all potential bidders in an even-handed and fair manner.

36. The Proposal Trustee believes that the proposed Transaction presents the best possible outcome for the stakeholders in the circumstances. Among other things, the Transaction:

i. ensures the continuation of the Business as a going concern, which will preserve employment for the Company's employees, provide continued and uninterrupted services to its customers, and preserve ongoing revenue for certain Company vendors;

ii. is a value-maximizing transaction that monetizes substantially all of the Company's assets for the benefit of the Company's secured creditors;

iii. will conclude the NOI process resulting in a deemed assignment of Residual Co. since there is no economic interest available over and above what is owing to secured creditors to allow a proposal to be made to the unsecured creditors of Ecoideas.

37. Based on the results of the SISP, the Proposal Trustee is of the view that if the proposed Transaction does not proceed, it is uncertain whether another purchaser would be willing to purchase the business on a going-concern basis. Accordingly, the Company would be forced to cease operations and liquidate its assets in bankruptcy. This would be a suboptimal outcome as compared to the proposed Transaction as the Company's secured creditors would recover significantly less in liquidation based on the Proposal Trustee's analysis.

Releases

38. In connection with the Transaction, the Company is seeking a release in favour of its current and former directors and officers ("**Release**"). Throughout the NOI proceedings,

the directors and officers of the Company have acted in good faith and worked diligently to preserve the value of the Business, maintain operations, support the SISP, and facilitate the Transaction. The directors and officers have been actively involved in the Company's restructuring efforts and in working with the Proposal Trustee, the Purchaser and other stakeholders to maximize value for the benefit of creditors and preserve the Company's business as a going concern.

39. The proposed Release is limited to claims arising from or relating to the restructuring process, these NOI proceedings and the Transaction. The proposed release does not extend to claims based on gross negligence, willful misconduct or fraud, nor does it affect any claims that cannot be released under the law.

40. The proposed Release will provide certainty to those individuals whose efforts were necessary to achieve the Transaction and the resulting preservation of the Company's business and operations. In the view of the Proposal Trustee, the proposed Release is fair and reasonable and is in the best interests of the Company and its stakeholders.

EXTENSION OF STAY OF PROCEEDINGS

41. Ecoideas is seeking an extension of the time for the filing of the proposal up to and including July 21, 2026, for a total of 12 days following the expiration of the initial stay of proceedings.

42. The stay extension is required to provide Ecoideas with the necessary time to preserve its Business while it completes the going concern Transaction for the purpose of maximizing the realization of the Business for the benefit of creditors and stakeholders. The Proposal Trustee is of the view that Ecoideas is acting in good faith and with due diligence in formulating and implementing a restructuring plan that would preserve its business.

43. If the Proposed Stay Period is not granted, Ecoideas will almost certainly be forced to shut down.

44. The Proposal Trustee is of the view that Ecoideas is acting in good faith and with due diligence in formulating and implementing a plan that would preserve the Business.

45. Without an extension to the stay period being granted, Ecoideas will not have the opportunity to formulate and implement a restructuring plan and will become bankrupt to

the detriment of its stakeholders.

46. In contrast, no creditor will be materially prejudiced if an extension is granted. If the extension is granted, Ecoideas will have the time required to complete the proposed SISP and will have the opportunity to restructure.

WEEKLY CASH FLOW FORECAST

47. Ecoideas, with the assistance of the Proposal Trustee, has prepared a weekly cash flow forecast ("**Cash Flow Forecast**") for the period from June 20, 2026 to July 24, 2026 ("**Cash Flow Period**"). A copy of the Cash Flow Forecast is attached hereto as **Appendix "E"**. The Cash Flow Forecast has been prepared by Management of Ecoideas for the purpose of this motion, using probable and hypothetical assumptions set out in notes 1 to 8 to the Cash Flow Forecast. The Cash Flow Forecast reflects receipts and disbursements to be received or paid over a five-week forecast period.

48. The Cash Flow Forecast projects that Ecoideas will have sufficient liquidity, to fund its expenses and the Proposal proceeding throughout the proposed extension of the stay of proceedings.

49. The Proposal Trustee's review of the Cash Flow Forecast consisted of inquiries, analytical procedures and discussion related to information supplied to the Proposal Trustee by certain of the Management and employees of Ecoideas. Since hypothetical assumptions need not be supported, the Proposal Trustee's procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Cash Flow Forecast. The Proposal Trustee has also reviewed the support provided by Management of Ecoideas for the probable assumptions, and the preparation and presentation of the Cash Flow Forecast.

50. Based on the Proposal Trustee's review, nothing has come to its attention to cause it to believe that, in all material respects:

  i. the hypothetical assumptions are not consistent with the purpose of the Cash Flow Forecast;

  ii. as at the date of this Third Report, the probable assumptions developed by management are not suitably supported and consistent with the plans of Ecoideas or do not provide a reasonable basis for the Cash Flow Forecast, given the hypothetical assumptions; or

iii. the Cash Flow Forecast does not reflect the probable and hypothetical Assumptions.

51. As described in the disclaimer above, since the Cash Flow Forecast 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, the Proposal Trustee expresses no assurance as to whether the Cash Flow Forecast will be achieved. In addition, the Proposal Trustee expresses no opinion or other form of assurance with respect to the accuracy of financial information presented in the Cash Flow Forecast or relied upon by the Proposal Trustee in preparing this Third Report.

52. The Cash Flow Forecast has been prepared solely for the purpose described above, and readers are cautioned that it may not be appropriate for other purposes.

PROPOSAL PROCEEDING

53. Following the closing of the proposed sale transaction (by July 21, 2026), the Proposal Trustee does not expect that Residual Co. will be able to make a viable proposal to its unsecured creditors as the proceeds from the sale will only be sufficient to satisfy the Company's obligations to its secured creditors. As such, upon the expiration of the stay of proceedings on July 21, 2026 (assuming that such an extension is granted by the Court), and in accordance with the *Bankruptcy and Insolvency Act*, Residual Co. will be rendered automatically bankrupt, and the Proposal proceeding will be replaced by a bankruptcy. At that time, DLI will become the trustee in bankruptcy ("**Bankruptcy Trustee**") of Residual Co.

54. Following the commencement of the bankruptcy of ResidualCo, the Bankruptcy Trustee will become responsible for fulfilling the obligations of the Proposal Trustee contemplated in the Stalking Horse Agreement including completing distributions of the priority payables to creditors.

FEES AND DISBURSEMENTS OF THE PROPOSAL TRUSTEE

55. The Proposal Trustee is seeking the approval of its professional fees and disbursements

incurred to date and an accrual of fees and disbursements to close the proposed transaction.

56. The Proposal Trustee's professional fees and disbursements total $111,663.06, inclusive of applicable HST, for the period from June 20, 2025 to June 29, 2026, plus accrued fees and disbursements ("**Fee Accrual**"), inclusive of HST, of $47,177.50 for the period of June 30, 2026 up to closing of the proposed sales transaction. Total fees inclusive of the Fee Accrual are $158,840.56. The Proposal Trustee's fee affidavit is attached as **Appendix "F"**.

RECOMMENDATION

57. Based on all the foregoing, the Proposal Trustee respectfully recommends that the Court make an order granting the relief requested by Ecoideas, as summarized in paragraph 5 of this Third Report.

All of which is respectfully submitted on the 30th day of June 2026.

DODICK LANDAU INC.
In its capacity as the Proposal Trustee of Ecoideas
Innovations Inc. and not in its personal or corporate capacity.

Per:

____
Rahn Dodick, CPA, CA, CIRP, LIT
President

APPENDIX “A”

Industry Canada | Industrie Canada

Office of the Superintendent of Bankruptcy Canada | Bureau du surintendant des faillites Canada

District of: Ontario
Division No.: 09 - Toronto
Court No.: 31-3354672
Estate No.: 31-3354672

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

Ecoideas Innovations Inc.

Insolvent Person

DODICK LANDAU INC.

Licensed Insolvency Trustee

Date of the Notice of Intention: March 31, 2026

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 aforenamed 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 aforenamed insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: April 01, 2026, 10:31

E-File/Dépôt Electronique

Official Receiver

151 Yonge Street, 4th Floor, Toronto, Ontario, Canada, M5C2W7, (877)376-9902

Canada

APPENDIX “B”

Court File No. BK-26-03354672-0031
Estate File No. 31-3354672

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)
[COMMERCIAL LIST]

THE HONOURABLE	)	TUESDAY, THE 28TH DAY
	)	
JUSTICE DUNPHY	)	OF APRIL, 2026

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE PROPOSAL OF ECOIDEAS INNOVATIONS INC.

ORDER
(NOI Stay Extension & Administrative Relief)

THIS MOTION, made by Ecoideas Innovations Inc. (the "**Company**") pursuant to the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (the "**BIA**"), for an order (this "**Order**"), among other things:

(a) if necessary, abridging the time for service and filing of the notice of motion and the motion record or, in the alternative, dispensing with the same; and

(b) extending the time for the Company to file a proposal under section 62(1) of the BIA to and including May 25, 2026,

was heard by this Honourable Court (the "**Court**") on this day by way of judicial video conference in Toronto, Ontario.

ON READING the Motion Record of the Company, including the Affidavit of Rafic Sidani sworn July 23, 2026 and the exhibits thereto, and on hearing the submissions of counsel for the Company, the Proposal Trustee, counsel to the other parties listed on the participant information form, no one else appearing although properly served as appears from the affidavit of Amanda Adamo, sworn April 23, 2026, filed:

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the notice of motion and the motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

EXTENSION OF TIME

2. **THIS COURT ORDERS** that the time for the filing of a proposal by the Companies is hereby extended in accordance with section 62(1) of the BIA up to and including May 25, 2026.

Seán Dunphy

Digitally signed by
Sean Dunphy
Date: 2026.04.28
10:07:05 -04'00'

THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C., 1985, C. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE PROPOSAL OF ECOIDEAS INNOVATIONS INC.

Court File No.
Estate File No. 31-3354672

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY & INSOLVENCY)

Proceedings commenced at Toronto

ORDER

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Lawyers for Ecoideas Innovations Inc.

APPENDIX “C”

SUPERIOR COURT OF JUSTICE
JUSTICIA
COUR SUPÉRIEURE DE JUSTICE

Court File No.: BK-26-03354672-0031
Estate No.: 31-3354672

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	THURSDAY, THE 28th
	)	
JUSTICE CONWAY	)	DAY OF MAY, 2026

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C. 1985, c. B-3, AS AMENDED

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ECOIDEAS INNOVATIONS INC.

ORDER
(Stay Extension, SISP and Stalking Horse Approval)

THIS MOTION, made by Ecoideas Innovations Inc. (the "**Debtor**"), pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") for an order, among other things:

(i) extending the time to file a proposal pursuant to s. 50.4(9) of the BIA up to and including July 9, 2026;

(ii) approving the Sale and Investment Solicitation Process in respect of the Debtor attached hereto as Schedule "A" (the "**SISP**"); and

(iii) approving the Stalking Horse Agreement (as defined below) to stand as the "stalking horse" offer in the SISP,

was heard this day by video conference at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion dated May 22, 2026, the Affidavit of Rafic Sidani sworn May 22, 2026 and the Exhibits thereto (the "**Sidani Affidavit**"), and the Second Report of

Dodick Landau Inc., in its capacity as proposal trustee (the "**Proposal Trustee**") dated May 22, 2026 (the "**Second Report**") and the supplement to the Second Report, dated May 27, 2026, and on hearing the submissions of counsel for the Debtor, counsel for the Proposal Trustee, counsel for the proposed Stalking Horse Bidder (as defined below), and such other counsel who were present as listed on the Counsel Slip, and no one else appearing for any other person on the Service List, although duly served as it appears from the affidavit of service of Amanda sworn May 22,, 2026, filed;

SERVICE & DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined shall have the meaning ascribed to them in: (i) the stalking horse subscription agreement dated May 22, 2026 substantially in the form attached as Exhibit "F" to the Sidani Affidavit (the "**Stalking Horse Agreement**") between the Debtor and 1001611870 Ontario Inc., or its nominee (the "**Stalking Horse Bidder**"); or (ii) the SISP, as the case may be.

EXTENSION OF STAY

3. **THIS COURT ORDERS** that pursuant to subsection 50.4(9) of the BIA, the time for filing a proposal with the Official Receiver in the proceedings of the Debtor, including the stay of proceedings, is extended up to and including July 9, 2026.

APPROVAL OF SALE AND INVESTMENT SOLICITATION PROCESS

4. **THIS COURT ORDERS** that the SISP attached as Schedule "A" hereto be and is hereby approved.

5. **THIS COURT ORDERS** that the Debtor and the Proposal Trustee are hereby authorized and directed to perform their respective obligations and to take such steps necessary or advisable to perform their obligations under the SISP, subject to prior approval of this Court being obtained before completion of any transaction(s) under the SISP.

6. **THIS COURT ORDERS** that the Debtor and the Proposal Trustee and their respective affiliates, partners, directors, employees, agents and controlling persons (collectively, "**Assistants**") shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of performing their duties under the SISP, except to the extent of such losses, claims, damages or liabilities resulting from the gross negligence or wilful misconduct of the Debtor or the Proposal Trustee, as applicable, as determined by the Court.

7. **THIS COURT ORDERS** that the Debtor and the Proposal Trustee, and their respective counsel, are at liberty to serve or distribute this Order, any other materials, orders, communication, correspondence or other information as may be necessary or desirable in connection with the SISP to any Known Potential Bidders or other potentially interested party that the Debtor and the Proposal Trustee consider appropriate. For greater certainty, any such distribution, communication or correspondence shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

8. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Debtor, the Proposal Trustee, and their respective Assistants, are hereby authorized and permitted to disclose and transfer to each prospective bidder (including, without limitation, the Stalking Horse Bidder) (collectively, the "**Bidders**") and to their advisors, if requested by such Bidders, personal information of identifiable individuals, including, without limitation, all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees, but only to the extent desirable or required to carry out the SISP and to negotiate or attempt to complete a transaction of a sale of the Assets and/or the Business ("**Sale**"). Each Bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Debtor or, in the alternative, destroy all such information. The Successful Bidder(s) shall maintain and protect the privacy of such information and, upon closing of the transaction contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Assets and/or Business acquired pursuant to the Sale in a manner that is, in all material

respects, identical to the prior use of such information by the Debtor, and shall return to the Debtor or destroy all other personal information.

APPROVAL OF STALKING HORSE AGREEMENT

9. **THIS COURT ORDERS** that the Stalking Horse Agreement between the Debtor and the Stalking Horse Bidder is hereby approved, and the Debtor is hereby authorized and empowered to enter into the Stalking Horse Agreement, *nunc pro tunc*, with such minor amendments as may be acceptable to each of the parties thereto, for the purpose of constituting the "stalking horse bid" in respect of the SISP. For certainty, the Stalking Horse Bidder has agreed that there shall be no "break fee" or expense reimbursement under the Stalking Horse Agreement and, accordingly, this Order does not approve any "break fee" or expense reimbursement, nor shall any such fee or reimbursement be paid in any circumstances. For greater certainty, nothing contained in this Order approves the vesting of the assets as contemplated in the Stalking Horse Agreement and it is understood that this Court's approval of any transactions will be considered on a subsequent motion made to this Court in accordance with the SISP.

10. **THIS COURT ORDERS** that the Stalking Horse Agreement shall not be rendered invalid or unenforceable and the rights and remedies of the Stalking Horse Bidder thereunder shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings and the declarations of insolvency made in connection therewith; (b) any motion(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such motions; (c) the filing of any assignments in bankruptcy made or deemed to be made in respect of the Debtor for the general benefit of creditors pursuant to the BIA; (d) the provisions of any federal or provincial statutes, including any such provisions pertaining to fraudulent preferences, assignments, fraudulent conveyances, transfers at undervalue, other reviewable transactions, or oppressive or unfairly prejudicial conduct; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of security interests, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "**Agreement**") which binds the Debtor, and notwithstanding any provision to the contrary in any Agreement:

(a) the execution, delivery or performance of the Stalking Horse Agreement shall not create or be deemed to constitute a breach by the Debtor of any Agreement to which it is a party;

(b) the Stalking Horse Bidder shall not have any liability to any person whatsoever as a result of any breach of any Agreement caused by or resulting from the Debtor entering into the Stalking Horse Agreement; and

(c) the payments made by the Debtor pursuant to this Order or the Stalking Horse Agreement, if any, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

GENERAL

11. **THIS COURT ORDERS** that the Debtor or the Proposal Trustee may, from time to time, apply to this Court for advice and directions in the discharge of their respective powers and duties hereunder.

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

13. **THIS COURT ORDERS** that each of the Debtor and the Proposal Trustee be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Proposal Trustee is authorized and empowered to act as a

representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

14. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order, and this Order is enforceable without the need for entry and filing.

Conway J.

SCHEDULE "A"

SALE AND INVESTMENT SOLICITATION PROCESS

Ecoideas Innovations Inc. (the "Company")

Introduction

1. On March 31, 2026, the Company commenced proceedings (the "**NOI Proceedings**") under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), by filing a Notice of Intention to Make a Proposal pursuant to Section 50.4 of the BIA. Dodick Landau Inc. was appointed as proposal trustee in the NOI Proceedings (in such capacity, the "**Proposal Trustee**").

2. The Proposal Trustee will conduct the sale and investment solicitation process ("**SISP**") described herein, with the assistance of the Company, and pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated May 25, 2026 (the "**SISP Order**"). The SISP is intended to solicit interest in an acquisition or refinancing of the business or a sale of the assets and/or the business of the Company by way of merger, reorganization, recapitalization, primary equity issuance or other similar transactions. The Proposal Trustee intends to provide all Potential Bidders (as defined herein) an opportunity to participate in the SISP.

3. The SISP Order also approves the stalking horse subscription agreement between the Company and 1001611870 Ontario Inc., or its nominee (in such capacity, the "**Stalking Horse Bidder**") dated May 22, 2026 (as may be amended from time to time, the "**Stalking Horse Subscription Agreement**"), under which the Stalking Horse Bidder agreed to purchase substantially all of the Company's assets and business operations, and act as the stalking horse bid in the SISP (the "**Stalking Horse Bid**"). The Stalking Horse Bid shall automatically be considered a Qualified Bid (as defined herein) for the purposes of the Auction (as defined herein).

Opportunity

4. The SISP is intended to solicit interest in, and opportunities for, a sale of, or investment in, all, substantially all or a portion of the Company's assets and business operations (the "**Opportunity**"). The Opportunity may include one or more of a restructuring, recapitalization or other form or reorganization of the business and affairs of the Company as a going concern or a sale of all, substantially all or one or more components of the Company's assets (the "**Property**") and business operations (the "**Business**") as a going concern or otherwise, or some combination thereof (each, a "**Transaction**").

5. This document describes the SISP, including the manner in which individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures, governmental organizations or other entities (each, a "**Person**") may gain access to, or continue to have access to due diligence materials concerning the Company, the Property and the Business, how bids involving the Company, the Property or the Business will be submitted to and evaluated by the Proposal Trustee, and

how Court approval will be obtained in respect of a Transaction.

6. The SISP contemplates a one-stage process that involves the submission by interested parties of Bids by the Bid Deadline (as defined below).

7. Any sale (or sales) of the Property or the Business or portions thereof will be on an "**as is, where is**" basis except for, as the case may be, (i) the representations and warranties in the Stalking Horse Subscription Agreement; or (ii) representations and warranties that are customarily provided in subscription agreements or other transaction documents for a company subject to NOI proceedings, and are provided in the definitive documents for such sale (or sales) of the Property or the Business.

8. In the event of a sale, to the extent permitted by law, all of the rights, title and interests of the Company in and to the Property or the Business to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the "**Claims and Interests**"), except for retained Claims and Interests, pursuant to section 65.13(7) of the BIA, such Claims and Interests will attach to the net proceeds of the sale of such Property or Business and/or excluded assets, as applicable (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in the relevant Transaction documents with a Successful Bidder (as defined below) or the Sale Approval Order.

9. In the SISP, (i) "**Business Day**" means any day (other than Saturday or Sunday) that banks are open for business in Toronto, Ontario. If any deadline date referred to in the SISP falls on a day that is not a Business Day, then such date shall be extended until the next Business Day; and (ii) the words "include", "includes" and "including" shall be deemed to be followed by the phrase, "without limitation".

Timeline

10. The following table sets out the key milestones under the SISP:

Milestone	Deadline
Commencement date	May 29, 2026
Bid Deadline	June 26, 2026
Auction Date	June 29, 2026
Sale Approval Motion (as defined below)	July 9, 2026
Closing of the Transaction	July 14, 2026

11. Subject to any order of the Court, the dates set out in the SISP may be extended by the Proposal Trustee with the consent and approval of the Company.

Solicitation of Interest: Notice of the SISP

12. As soon as is reasonably practicable:

    a. the Proposal Trustee, in consultation with the Company, will prepare a list of potential bidders, including (i) parties that have approached the Company or the Proposal Trustee indicating an interest in the Opportunity, and (ii) local and international strategic and financial parties who the Company, in consultation with the Proposal Trustee, believe may be interested in a Transaction pursuant to the SISP, in each case whether or not such party has submitted a letter of intent or similar document (collectively, "**Known Potential Bidders**");

    b. the Proposal Trustee will arrange for a notice of the SISP (and such other relevant information which the Proposal Trustee, in consultation with the Company, considers appropriate) (the "**Notice**") to be published in Insolvency Insider, the Proposal Trustee's website, and any other newspaper, journal, website or media outlet as the Company, in consultation with the Proposal Trustee, consider appropriate, if any; and

    c. the Proposal Trustee, in consultation with the Company, will prepare: (i) a letter (the "**Teaser Letter**") describing the Opportunity, outlining the process under the SISP and inviting recipients of the Teaser Letter to express their interest pursuant to the SISP; and (ii) enclosing a non-disclosure agreement in the form and substance satisfactory to the Company and the Proposal Trustee, and their respective counsel (an "**NDA**").

13. The Proposal Trustee will send the Teaser Letter and NDA to each Known Potential Bidder and to any other Person who requests a copy of the Teaser Letter and NDA or who is identified to the Company or the Proposal Trustee as a potential bidder as soon as reasonably practicable after such request or identification, as applicable.

Potential Bidders and Due Diligence Materials

14. Any party who wishes to participate in the SISP (a "**Potential Bidder**"), other than the Stalking Horse Bidder, must provide to the Proposal Trustee an NDA executed by it, and which shall inure to the benefit of any purchaser of the Business or Property, or any portion thereof, and a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect principals of the Potential Bidder.

15. The Proposal Trustee, in consultation with the Company, shall in their reasonable business judgment and subject to competitive and other business considerations, afford each Potential Bidder who has signed and delivered an NDA to the Proposal Trustee and provided information as to their financial wherewithal to close a Transaction such access to due diligence material and information relating to the Property and Business as the Company or the Proposal Trustee deem appropriate. Due diligence shall include access to the virtual data

room ("**VDR**") containing documentary materials reasonably likely to be relevant to Potential Bidders in their assessment of the Opportunity, and may also include other information which a Potential Bidder may reasonably request and as to which the Company, in its reasonable business judgment and after consulting with the Proposal Trustee, may agree. The Proposal Trustee will designate a representative to coordinate all reasonable requests for additional information and due diligence access from Potential Bidders and the manner in which such requests must be communicated. Neither the Company nor the Proposal Trustee will be obligated to furnish any information relating to the Property or Business to any person other than to Potential Bidders. Neither the Company nor the Proposal Trustee is responsible for, and will bear no liability with respect to, any information obtained by any party in connection with the sale of the Property and the Business.

16. The Proposal Trustee may, in consultation with the Company, limit the access of any Potential Bidder to any confidential information in the VDR where the Proposal Trustee, in consultation with the Company, reasonably determines that such access could negatively impact the SISP, the ability to maintain the confidentiality of the information, the Business, the Property or their value.

17. The Company, the Proposal Trustee and their respective advisors make no representation or warranty as to the information contained in the VDR, Teaser Letter, or otherwise made available pursuant to the SISP. Potential Bidders must rely solely on their own independent review, due diligence, investigation and/or inspection of all information and of the Property and Business in connection with their participation in the SISP and any Transaction and/or investment they enter into with one or more of the entities comprising the Company.

18. At any time during the SISP, the Proposal Trustee may, in its reasonable judgment, and in consultation with the Company, eliminate a Potential Bidder from the SISP, in which case such bidder will be eliminated from the SISP and will no longer be a "Potential Bidder" for the purposes of the SISP.

Formal Bids

19. Potential Bidders that wish to make a formal offer to purchase or make an investment in the Company or its Property or Business (a "**Bidder**") shall submit a Bid (a "**Bid**") that complies with all of the following requirements to the Proposal Trustee (and its counsel) and Company's counsel at the addresses specified in Schedule "1" hereto (including by e-mail), so as to be received by them not later than **5:00 PM (EST)** on June 26, 2026 or as may be modified subject to paragraph 40 herein , with the approval of the Company (the "**Bid Deadline**"):

    a. the Bid must be either a Bid to:

        i. acquire all, substantially all or a portion of the Property (a "**Sale Proposal**"); and/or

        ii. make an investment in, restructure, reorganize or refinance the Business or the Company (an "**Investment Proposal**"); or

        iii. carry out any combination of a Sale Proposal and an Investment Proposal by one or more parties acting together or separately;

b. the Bid (either individually or in combination with other bids that make up one bid) is an offer to purchase or make an investment in the Company or its Property or Business and is consistent with any necessary terms and conditions established by the Company and the Proposal Trustee and communicated to Bidders;

c. the Bid includes a letter stating that the Bidder's offer is irrevocable until the selection of the Successful Bidder, provided that if such Bidder is selected as the Successful Bidder, its offer shall remain irrevocable until the closing of the Transaction with the Successful Bidder;

d. the Bid includes duly authorized and executed Transaction agreements, including the purchase price, investment amount (the "**Purchase Price**"), together with all exhibits and schedules thereto;

e. the Bid is accompanied by a deposit (the "**Deposit**") in the form of a wire transfer (to a trust account specified by the Proposal Trustee), in an amount equal to ten percent (10%) of the Purchase Price, investment amount or other consideration to be paid in respect of the Bid, to be held and dealt with in accordance with this SISP;

f. the Bid includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed Transaction, that will allow the Company and the Proposal Trustee to make a determination as to the Bidder's financial and other capabilities to consummate the proposed Transaction;

g. the Bid is not conditioned on (i) the outcome of unperformed due diligence by the Bidder, or (ii) obtaining financing;

h. the Bid fully discloses the identity of each entity that will be entering into the Transaction or the financing, or that is otherwise participating or benefiting, directly or indirectly, from such Bid;

i. for a Sale Proposal, the Bid includes:

    i. the purchase price in Canadian dollars and a description of any non-cash consideration, including details of any liabilities to be assumed by the Bidder and key assumptions supporting the valuation;

    ii. a description of the Property that is expected to be subject to the Transaction and any of the Property expected to be excluded;

    iii. a specific indication of the financial capability of the Bidder and the expected structure and financing of the Transaction;

    iv. a description of the conditions and approvals required to complete the closing of the Transaction;

v. a description of those liabilities and obligations (including operating liabilities) which the Bidder intends to assume and which such liabilities and obligations it does not intend to assume; and

vi. any other terms or conditions of the Sale Proposal that the Bidder believes are material to the Transaction.

j. for an Investment Proposal, the Bid includes:

i. a description of how the Bidder proposes to structure the proposed investment, restructuring, recapitalization, refinancing or reorganization, and a description of any non-cash consideration;

ii. the aggregate amount of the equity and/or debt investment to be made in the Business or the Company in Canadian dollars.

iii. the underlying assumptions regarding the *pro forma* capital structure;

iv. a specific indication of the sources of capital for the Bidder and the structure and financing of the Transaction;

v. a description of the conditions and approvals required for the Bidder to complete the closing of the Transaction;

vi. a description of those liabilities and obligations (including operating liabilities) which the Bidder intends to assume and which such liabilities and obligations it does not intend to assume; and

vii. any other terms or conditions of the Investment Proposal.

k. the Bid includes acknowledgements and representations of the Bidder that the Bidder:

i. is completing the Transaction on an "as is, where is" basis;

ii. has had an opportunity to conduct any and all due diligence regarding the Property, the Business and the Company prior to making its Bid;

iii. has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property in making its Bid; and

iv. did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Business, the Property or the Company, or the completeness of any information provided in connection therewith, except as expressly stated in the definitive Transaction agreement(s) signed by the Company;

l. the Bid is received by the Bid Deadline; and

m. the Bid contemplates closing the Transaction set out therein on July 14, 2026, following the granting of the Sale Approval Order.

20. Following the Bid Deadline, the Proposal Trustee will assess the Bids received. The Proposal Trustee, in consultation with the Company, will designate the most competitive bids that comply with the foregoing requirements to be "**Qualified Bids**". No Bids received shall be deemed to be Qualified Bids without the approval of the Proposal Trustee. Only Bidders whose Bids have been designated as Qualified Bids are eligible to become the Successful Bidder(s).

21. The Stalking Horse Bid is deemed to be a Qualified Bid;

22. The Proposal Trustee may only designate a Bid as a Qualified Bid where the proposed purchase price is equal to or greater than that contained in the Stalking Horse Bid, and includes a cash purchase price in an amount equal to or greater than the value of the Stalking Horse Bid, plus CAD$50,000.

23. The Proposal Trustee, in consultation with the Company, may waive strict compliance with any one or more of the requirements specified above and deem such non-compliant Bids to be a Qualified Bid. Neither the Proposal Trustee nor the Company will be under any obligation to negotiate identical terms with, or extend identical terms to, each Bidder.

24. The Proposal Trustee shall notify each Bidder in writing as to whether its Bid constitutes a Qualified Bid within two (2) business days of the Bid Deadline, or at such later time as the Proposal Trustee deems appropriate.

25. The Proposal Trustee may, in consultation with the Company, aggregate separate Bids from unaffiliated Bidders to create one Qualified Bid.

Evaluation of Qualified Bids

26. A Qualified Bid will be evaluated by the Proposal Trustee, in consultation with the Company, based upon several factors including, without limitation: (i) the Purchase Price and the net value provided by such Bid, (ii) the identity, circumstances and ability of the Bidder to successfully complete such Transactions, (iii) the proposed Transaction documents, (iv) factors affecting the speed, certainty and value of the Transaction, (v) the assets included or excluded from the Bid, (vi) any related restructuring costs, (vii) the likelihood and timing of consummating such Transaction, and (viii) any other factor deemed relevant by the Proposal Trustee in consultation with the Company.

27. If no Qualified Bids are received by the Proposal Trustee, the Stalking Horse Bid shall be the Successful Bid (as defined below).

Auction

28. If the Proposal Trustee receives at least one additional Qualified Bid in addition to the Stalking Horse Bid, the Proposal Trustee will conduct and administer an Auction in accordance with the terms of this SISP (the "**Auction**"). Instructions to participate in the

Auction, which will take place via video conference, will be provided to Qualified Parties (as defined below) not less than 24 hours prior to the Auction.

29. Only parties that provided a Qualified Bid by the Bid Deadline, as confirmed by the Proposal Trustee, including the Stalking Horse Bid (collectively, the "**Qualified Parties**"), shall be eligible to participate in the Auction. No later than **5:00 p.m. (EST)** on the day prior to the Auction, each Qualified Party must inform the Proposal Trustee whether it intends to participate in the Auction. The Proposal Trustee will promptly thereafter inform, in writing, each Qualified Party who has expressed its intent to participate in the Auction, of the identity of all other Qualified Parties that have indicated their intent to participate in the Auction. If no Qualified Party provides such expression of intent, the Stalking Horse Bid shall be the Successful Bid (as defined below).

Auction Procedure

30. The Auction shall be governed by the following procedures:

    a. **Participation at the Auction.** Only the Company, the Qualified Parties, including the Stalking Horse Bidder, the Proposal Trustee and each of their respective advisors will be entitled to attend the Auction, and only the Qualified Parties will be entitled to make any subsequent Overbids (as defined below) at the Auction. The Proposal Trustee shall provide all Qualified Parties with the details of the lead Bid by **5:00 PM (EST)**, one (1) Business Day after the Bid Deadline. Each Qualified Party must inform the Proposal Trustee whether it intends to participate in the Auction no later than **5:00 PM (EST)** on the Business Day prior to the Auction;

    b. **No Collusion.** Each Qualified Party participating at the Auction shall be required to confirm on the record at the Auction that: (i) it has not engaged in any collusion with respect to the Auction and the Bid process; and (ii) its Bid is a good-faith *bona fide* offer and it intends to consummate the proposed Transaction if selected as the Successful Bid;

    c. **Minimum Overbid.** The Auction shall begin with the Qualified Bid that represents the highest or otherwise best Qualified Bid as determined by the Proposal Trustee, in consultation with the Company (the "**Initial Bid**"), and any Bid made at the Auction by a Qualified Party subsequent to the Proposal Trustee's announcement of the Initial Bid (each, an "**Overbid**"), must proceed in minimum additional cash increments of CAD$50,000 for the first Bid and then in cash increments of CAD$50,000 for each subsequent Bid.

    d. **Bidding Order.** Prior to the first Overbid, the Proposal Trustee in its sole discretion will announce the order in which each remaining Qualified Party shall present its Overbid. A Qualified Party may not abstain from participating in an Auction bidding round. Failure to submit an Overbid at the designated time will result in an automatic disqualification from the Auction and immediate removal from the videoconference. The Proposal Trustee shall use its discretion in providing Bidders with an interval between Auction bidding rounds;

e. **Bidding Disclosure.** The Auction shall be conducted such that all bids will be made and received in one group video-conference, on an open basis, and all Qualified Parties will be entitled to be present for all bidding with the understanding that the true identity of each Qualified Party will be fully disclosed to all other Qualified Parties and that all material terms of each subsequent Bid will be fully disclosed to all other Qualified Parties throughout the entire Auction by video conference room, or such other method of communication the Proposal Trustee advises; provided, however, that the Proposal Trustee, in its discretion, may establish separate video conference rooms to permit interim discussions between the Proposal Trustee and individual Qualified Parties with the understanding that all formal Bids will be delivered in one group video conference, on an open basis;

f. **Bidding Conclusion.** The Auction shall continue in one or more rounds and will conclude after each participating Qualified Party has had the opportunity to submit one or more additional Overbids with full knowledge and written confirmation of the then-existing highest Overbid(s);

g. **Successful Bid.** Each Qualified Party will be given a reasonable opportunity to submit an Overbid at the Auction to any then-existing Overbids. The Auction will continue until the bidding has concluded and there is one remaining Qualified Party. The Proposal Trustee shall determine, with reference to the factors set out in paragraph 26 herein, and another factors the Proposal Trustee may reasonably deem relevant, which Qualified Party has submitted (i) the highest and best Bid of the Auction (the "**Successful Bid**", and the Qualified Party making such Successful Bid, the "**Successful Bidder**"), and (ii) the next highest and otherwise second-best Overbid of the Auction (the "**Back-Up Bid**", and the Bidder making such Back-Up Bid, the "**Back-Up Bidder**");

h. **Non-Cash Consideration.** Non-cash consideration may be offered by an Auction bidder, however, the Proposal Trustee is under no obligation to accept such non-cash consideration and has absolute discretion to determine the value of same;

i. **No Post-Auction Bids.** No Bids will be considered for any purpose after the Auction has concluded.

31. **Auction Procedures.** The Proposal Trustee shall be at liberty to set additional procedural rules at the Auction as it sees fit.

Credit Bidding

32. The Stalking Horse Bidder will be entitled pursuant to the Stalking Horse Subscription Agreement, including for greater certainty as part of the Auction, to credit bid or retain as retained liabilities all or part of the existing obligations owing to it pursuant to the Assignment of Debt and Security Agreement dated May 19, 2026 (the "**Assignment of Debt and Security Agreement**"), including all interest, costs and fees to which the Stalking Horse Bidder is entitled to under the Assignment of Debt and Security Agreement.

Transaction Documents

33. Completion and execution of definitive documentation in respect of such Successful Bid and Back-Up Bid, as applicable, must be finalized and executed as soon as possible after the close of the Auction or, in the case that no Auction took place, the Bid Deadline, and in any event within five (5) calendar days after such date, which definitive documentation will provide that the Successful Bidder will use all reasonable efforts to close the proposed Transaction by no later than July 14, 2026 (the "**Outside Date**") or such other period as may be agreed to by the Proposal Trustee, in consultation with the Company and the Successful Bidder, subject to the terms hereof. If a Back-Up Bid is identified in accordance with the SISP, then such Back-Up Bid shall remain open until the date (the "**Back-Up Bid Outside Date**") on which the Transaction contemplated by the applicable Successful Bid is consummated or such earlier date as the Proposal Trustee, in consultation with the Company, determines. If the Transactions contemplated by the applicable Successful Bid have not closed by the Outside Date, or the applicable Successful Bid is terminated for any reason prior to the Outside Date, the Proposal Trustee, in consultation with the Company, may elect to seek to complete the Transactions contemplated by the applicable Back-Up Bid, and will promptly seek to close the Transaction contemplated by such Back-Up Bid, which will be deemed to be a Successful Bid. The Company will be deemed to have accepted such Back-Up Bid only when the Proposal Trustee has made such election, with the Company's consent.

Sale Approval Motion Hearing

34. At the hearing of the motion to approve any Transaction with a Successful Bidder (the "**Sale Approval Motion**"), the Proposal Trustee or the Company shall seek, among other things, approval from the Court to consummate any Successful Bid, through a vesting order and/or reverse vesting order (the "**Sale Approval Order**"). All the Qualified Bids other than the Successful Bid, if any, shall be deemed to be rejected by the Proposal Trustee and the Company on and as of the date of approval of the Successful Bid by the Court.

Confidentiality and Access to Information

35. All discussions regarding a Sale Proposal, Investment Proposal, or Bid should be directed through the Proposal Trustee. Under no circumstances should the management of the Company be contacted directly without the prior consent of the Proposal Trustee. Any such unauthorized contact or communication could result in exclusion of the interested party from the SISP process.

36. Participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Potential Bidders, Bidders, Qualified Bids, the details of any Bids submitted or the details of any confidential discussions or correspondence between the Company, the Proposal Trustee and such other Bidders or Potential Bidders in connection with the SISP, except to the extent the Company, with the approval of the Proposal Trustee and consent of the applicable participants, are seeking to combine separate bids from Qualified Parties. The Proposal Trustee shall obtain the consent of the Qualified Parties prior to aggregating their Bids into a Qualified Bid.

Supervision of the SISP

37. The Proposal Trustee shall oversee and conduct the SISP, in all respects, and, without limitation to that supervisory role, the Proposal Trustee will participate in the SISP in the manner set out in this SISP, the SISP Order, and any other orders of the Court, and is entitled to receive all information in relation to the SISP.

38. This SISP does not and will not be interpreted to create any contractual or other legal relationship between the Company and/or the Proposal Trustee and any Potential Bidder, any Qualified Party, or any other Person, other than as specifically set forth in the NDA, or any other definitive agreement that may be entered into with the Company.

39. Without limiting the preceding paragraph, the Proposal Trustee shall not have any liability whatsoever to any person or party, including without limitation any Potential Bidder, Bidder, the Successful Bidder, the Back-Up Bidder, the Company, or any other creditor or other stakeholder of the Company, for any act or omission related to the process contemplated by this SISP, except to the extent such act or omission is the result from gross negligence or willful misconduct of the Proposal Trustee. By submitting a Bid, each Bidder, including the Successful Bidder and Back-Up Bidder, shall be deemed to have agreed that it has no claim against the Proposal Trustee for any reason whatsoever, except to the extent that such claim is the result of gross negligence or willful misconduct of the Proposal Trustee.

40. The Proposal Trustee, in consultation with the Company, shall have the right to modify the SISP if, in their reasonable business judgment, such modification will enhance the process or better achieve the objectives of the SISP; provided that the service list in these NOI Proceedings shall be advised of any material modification to the procedures set forth herein.

Deposits

41. The Deposit(s):

    a. will, upon receipt from the Qualified Party, be retained by the Proposal Trustee and deposited in a non-interest-bearing trust account, and subsequently dealt with in accordance with subsections (b) and (c), below;

    b. received from the Successful Bidder(s) and the Back-Up Bidder(s), if any, will: (i) be applied to the purchase price to be paid by the applicable Successful Bidder or Back-Up Bidder whose Successful Bid or Back-Up Bid, as applicable, is the subject of the Sale Approval Order(s), upon closing of the approved Transaction; and (ii) otherwise be held and refunded in accordance with the terms of the definitive documentation in respect of the applicable Successful Bid or Back-Up Bid, provided that (i) all such documentation will provide that the Deposit will be fully refunded to the Back-Up Bidder on the Back-Up Bid Outside Date; and (ii) all such documentation will provide that the Deposit will be retained by the Company and forfeited by the Successful Bidder, if its Successful Bid fails to close by the Outside Date and such failure is attributable to any failure or omission of the Successful Bidder to fulfil its obligations under the terms of its Successful Bid; and

c. received from the Qualified Party that is not the Successful Bidder or the Back-Up Bidder will be fully refunded to the Qualified Party that paid the Deposit as soon as practicable following the selection of the Successful Bidder and the Back-Up Bidder.

42. Notwithstanding anything to the contrary herein, the Stalking Horse Bidder will not be required to provide a Deposit.

Additional Terms

43. In addition to any other requirement of the SISP, any consent, approval or confirmation to be provided by the Stalking Horse Bidder, and/or the Proposal Trustee is ineffective unless provided in writing and any approval required pursuant to the terms hereof is in addition to, and not in substitution for, any other approvals required by the BIA or as otherwise required at law in order to implement a Successful Bid. For the avoidance of doubt, a consent, approval or confirmation provided by email will be deemed to have been provided in writing for the purposes of this paragraph,

Further Orders

44. At any time during the SISP, the Company or the Proposal Trustee may apply to the Court for advice and directions with respect to any aspect of this SISP including, but not limited to, the continuation of the SISP or with respect to the discharge of the Proposal Trustee's powers and duties hereunder.

Costs and Expenses

45. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the evaluation of the Opportunity, submission of any Bid, due diligence activities, and any other negotiations or other actions related to the SISP whether or not they lead to the consummation of a Transaction.

Schedule "1"
Address of the Proposal Trustee

<u>To the Proposal Trustee:</u>

Dodick Landau Inc.
951 Wilson Ave., Suite 15L
Toronto, ON M3K 2A7
Attention: Rahn Dodick
Email: rahn.dodick@dodick.ca

With a copy to:

Loopstra Nixon LLP
130 Adelaide Street West – Suite 2800
Attention: Graham Pheonix
Email: gpheonix@LN.law

THE MATTER OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED

Court File No.: BK-26-03354672-0031
Estate No.: 31-3354672

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ECOIDEAS INNOVATIONS INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(IN BANKRUPTCY AND INSOLVENCY)
(COMMERCIAL LIST)
Proceeding commenced at Toronto

ORDER
(SISP APPROVAL AND STAY EXTENSION)

LOOPSTRA NIXON LLP
130 Adelaide Street West – Suite 2800
Toronto, ON M5H 3P5

R. Graham Phoenix / Shahrzad Hamraz
Tel: (416) 748 4776 / (416) 748 5116
Fax: (416) 746 8319
Email: gphoenix@LN.law / shamraz@LN.law

Lawyers for Ecoideas Innovations Inc.

APPENDIX “D”

SALE AND INVESTMENT SOLICITATION PROCESS

Ecoideas Innovations Inc. (the "Company")

Introduction

1. On March 31, 2026, the Company commenced proceedings (the "**NOI Proceedings**") under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), by filing a Notice of Intention to Make a Proposal pursuant to Section 50.4 of the BIA. Dodick Landau Inc. was appointed as proposal trustee in the NOI Proceedings (in such capacity, the "**Proposal Trustee**").

2. The Proposal Trustee will conduct the sale and investment solicitation process ("**SISP**") described herein, with the assistance of the Company, and pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated May 25, 2026 (the "**SISP Order**"). The SISP is intended to solicit interest in an acquisition or refinancing of the business or a sale of the assets and/or the business of the Company by way of merger, reorganization, recapitalization, primary equity issuance or other similar transactions. The Proposal Trustee intends to provide all Potential Bidders (as defined herein) an opportunity to participate in the SISP.

3. The SISP Order also approves the stalking horse subscription agreement between the Company and 1001611870 Ontario Inc., or its nominee (in such capacity, the "**Stalking Horse Bidder**") dated May 22, 2026 (as may be amended from time to time, the "**Stalking Horse Subscription Agreement**"), under which the Stalking Horse Bidder agreed to purchase substantially all of the Company's assets and business operations, and act as the stalking horse bid in the SISP (the "**Stalking Horse Bid**"). The Stalking Horse Bid shall automatically be considered a Qualified Bid (as defined herein) for the purposes of the Auction (as defined herein).

Opportunity

4. The SISP is intended to solicit interest in, and opportunities for, a sale of, or investment in, all, substantially all or a portion of the Company's assets and business operations (the "**Opportunity**"). The Opportunity may include one or more of a restructuring, recapitalization or other form or reorganization of the business and affairs of the Company as a going concern or a sale of all, substantially all or one or more components of the Company's assets (the "**Property**") and business operations (the "**Business**") as a going concern or otherwise, or some combination thereof (each, a "**Transaction**").

5. This document describes the SISP, including the manner in which individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures, governmental organizations or other entities (each, a "**Person**") may gain access to, or continue to have access to due diligence materials concerning the Company, the Property and the Business, how bids involving the Company, the Property or the Business will be submitted to and evaluated by the Proposal Trustee, and how Court approval will be obtained in respect of a Transaction.

6. The SISP contemplates a one-stage process that involves the submission by interested parties of Bids by the Bid Deadline (as defined below).

7. Any sale (or sales) of the Property or the Business or portions thereof will be on an "**as is, where is**" basis except for, as the case may be, (i) the representations and warranties in the Stalking Horse Subscription Agreement; or (ii) representations and warranties that are customarily provided in subscription agreements or other transaction documents for a company subject to NOI proceedings, and are provided in the definitive documents for such sale (or sales) of the Property or the Business.

8. In the event of a sale, to the extent permitted by law, all of the rights, title and interests of the Company in and to the Property or the Business to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the "**Claims and Interests**"), except for retained Claims and Interests, pursuant to section 65.13(7) of the BIA, such Claims and Interests will attach to the net proceeds of the sale of such Property or Business and/or excluded assets, as applicable (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in the relevant Transaction documents with a Successful Bidder (as defined below) or the Sale Approval Order.

9. In the SISP, (i) "**Business Day**" means any day (other than Saturday or Sunday) that banks are open for business in Toronto, Ontario. If any deadline date referred to in the SISP falls on a day that is not a Business Day, then such date shall be extended until the next Business Day; and (ii) the words "include", "includes" and "including" shall be deemed to be followed by the phrase, "without limitation".

Timeline

10. The following table sets out the key milestones under the SISP:

Milestone	Deadline
Commencement date	May 29, 2026
Bid Deadline	June 26, 2026
Auction Date	June 29, 2026
Sale Approval Motion (as defined below)	July 9, 2026
Closing of the Transaction	July 14, 2026

11. Subject to any order of the Court, the dates set out in the SISP may be extended by the Proposal Trustee with the consent and approval of the Company.

Solicitation of Interest: Notice of the SISP

12. As soon as is reasonably practicable:

    a. the Proposal Trustee, in consultation with the Company, will prepare a list of potential bidders, including (i) parties that have approached the Company or the Proposal Trustee indicating an interest in the Opportunity, and (ii) local and international strategic and financial parties who the Company, in consultation with the Proposal Trustee, believe may be interested in a Transaction pursuant to the SISP, in each case whether or not such party has submitted a letter of intent or similar document (collectively, "**Known Potential Bidders**");

    b. the Proposal Trustee will arrange for a notice of the SISP (and such other relevant information which the Proposal Trustee, in consultation with the Company, considers appropriate) (the "**Notice**") to be published in Insolvency Insider, the Proposal Trustee's website, and any other newspaper, journal, website or media outlet as the Company, in consultation with the Proposal Trustee, consider appropriate, if any; and

    c. the Proposal Trustee, in consultation with the Company, will prepare: (i) a letter (the "**Teaser Letter**") describing the Opportunity, outlining the process under the SISP and inviting recipients of the Teaser Letter to express their interest pursuant to the SISP; and (ii) enclosing a non-disclosure agreement in the form and substance satisfactory to the Company and the Proposal Trustee, and their respective counsel (an "**NDA**").

13. The Proposal Trustee will send the Teaser Letter and NDA to each Known Potential Bidder and to any other Person who requests a copy of the Teaser Letter and NDA or who is identified to the Company or the Proposal Trustee as a potential bidder as soon as reasonably practicable after such request or identification, as applicable.

Potential Bidders and Due Diligence Materials

14. Any party who wishes to participate in the SISP (a "**Potential Bidder**"), other than the Stalking Horse Bidder, must provide to the Proposal Trustee an NDA executed by it, and which shall inure to the benefit of any purchaser of the Business or Property, or any portion thereof, and a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect principals of the Potential Bidder.

15. The Proposal Trustee, in consultation with the Company, shall in their reasonable business judgment and subject to competitive and other business considerations, afford each Potential Bidder who has signed and delivered an NDA to the Proposal Trustee and provided information as to their financial wherewithal to close a Transaction such access to due diligence material and information relating to the Property and Business as the Company or the Proposal Trustee deem appropriate. Due diligence shall include access to the virtual data room ("**VDR**") containing documentary materials reasonably likely to be relevant to Potential

Bidders in their assessment of the Opportunity, and may also include other information which a Potential Bidder may reasonably request and as to which the Company, in its reasonable business judgment and after consulting with the Proposal Trustee, may agree. The Proposal Trustee will designate a representative to coordinate all reasonable requests for additional information and due diligence access from Potential Bidders and the manner in which such requests must be communicated. Neither the Company nor the Proposal Trustee will be obligated to furnish any information relating to the Property or Business to any person other than to Potential Bidders. Neither the Company nor the Proposal Trustee is responsible for, and will bear no liability with respect to, any information obtained by any party in connection with the sale of the Property and the Business.

16. The Proposal Trustee may, in consultation with the Company, limit the access of any Potential Bidder to any confidential information in the VDR where the Proposal Trustee, in consultation with the Company, reasonably determines that such access could negatively impact the SISP, the ability to maintain the confidentiality of the information, the Business, the Property or their value.

17. The Company, the Proposal Trustee and their respective advisors make no representation or warranty as to the information contained in the VDR, Teaser Letter, or otherwise made available pursuant to the SISP. Potential Bidders must rely solely on their own independent review, due diligence, investigation and/or inspection of all information and of the Property and Business in connection with their participation in the SISP and any Transaction and/or investment they enter into with one or more of the entities comprising the Company.

18. At any time during the SISP, the Proposal Trustee may, in its reasonable judgment, and in consultation with the Company, eliminate a Potential Bidder from the SISP, in which case such bidder will be eliminated from the SISP and will no longer be a "Potential Bidder" for the purposes of the SISP.

Formal Bids

19. Potential Bidders that wish to make a formal offer to purchase or make an investment in the Company or its Property or Business (a "**Bidder**") shall submit a Bid (a "**Bid**") that complies with all of the following requirements to the Proposal Trustee (and its counsel) and Company's counsel at the addresses specified in Schedule "1" hereto (including by e-mail), so as to be received by them not later than **5:00 PM (EST)** on June 26, 2026 or as may be modified subject to paragraph 40 herein , with the approval of the Company (the "**Bid Deadline**"):

    a. the Bid must be either a Bid to:

        i. acquire all, substantially all or a portion of the Property (a "**Sale Proposal**"); and/or

        ii. make an investment in, restructure, reorganize or refinance the Business or the Company (an "**Investment Proposal**"); or

        iii. carry out any combination of a Sale Proposal and an Investment Proposal by one or more parties acting together or separately;

b. the Bid (either individually or in combination with other bids that make up one bid) is an offer to purchase or make an investment in the Company or its Property or Business and is consistent with any necessary terms and conditions established by the Company and the Proposal Trustee and communicated to Bidders;

c. the Bid includes a letter stating that the Bidder's offer is irrevocable until the selection of the Successful Bidder, provided that if such Bidder is selected as the Successful Bidder, its offer shall remain irrevocable until the closing of the Transaction with the Successful Bidder;

d. the Bid includes duly authorized and executed Transaction agreements, including the purchase price, investment amount (the "**Purchase Price**"), together with all exhibits and schedules thereto;

e. the Bid is accompanied by a deposit (the "**Deposit**") in the form of a wire transfer (to a trust account specified by the Proposal Trustee), in an amount equal to ten percent (10%) of the Purchase Price, investment amount or other consideration to be paid in respect of the Bid, to be held and dealt with in accordance with this SISP;

f. the Bid includes written evidence of a firm, irrevocable commitment for financing, or other evidence of ability to consummate the proposed Transaction, that will allow the Company and the Proposal Trustee to make a determination as to the Bidder's financial and other capabilities to consummate the proposed Transaction;

g. the Bid is not conditioned on (i) the outcome of unperformed due diligence by the Bidder, or (ii) obtaining financing;

h. the Bid fully discloses the identity of each entity that will be entering into the Transaction or the financing, or that is otherwise participating or benefiting, directly or indirectly, from such Bid;

i. for a Sale Proposal, the Bid includes:

   i. the purchase price in Canadian dollars and a description of any non-cash consideration, including details of any liabilities to be assumed by the Bidder and key assumptions supporting the valuation;

   ii. a description of the Property that is expected to be subject to the Transaction and any of the Property expected to be excluded;

   iii. a specific indication of the financial capability of the Bidder and the expected structure and financing of the Transaction;

   iv. a description of the conditions and approvals required to complete the closing of the Transaction;

   v. a description of those liabilities and obligations (including operating liabilities) which the Bidder intends to assume and which such liabilities and obligations it does not intend to assume; and

vi. any other terms or conditions of the Sale Proposal that the Bidder believes are material to the Transaction.

j. for an Investment Proposal, the Bid includes:

i. a description of how the Bidder proposes to structure the proposed investment, restructuring, recapitalization, refinancing or reorganization, and a description of any non-cash consideration;

ii. the aggregate amount of the equity and/or debt investment to be made in the Business or the Company in Canadian dollars.

iii. the underlying assumptions regarding the *pro forma* capital structure;

iv. a specific indication of the sources of capital for the Bidder and the structure and financing of the Transaction;

v. a description of the conditions and approvals required for the Bidder to complete the closing of the Transaction;

vi. a description of those liabilities and obligations (including operating liabilities) which the Bidder intends to assume and which such liabilities and obligations it does not intend to assume; and

vii. any other terms or conditions of the Investment Proposal.

k. the Bid includes acknowledgements and representations of the Bidder that the Bidder:

i. is completing the Transaction on an "as is, where is" basis;

ii. has had an opportunity to conduct any and all due diligence regarding the Property, the Business and the Company prior to making its Bid;

iii. has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property in making its Bid; and

iv. did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Business, the Property or the Company, or the completeness of any information provided in connection therewith, except as expressly stated in the definitive Transaction agreement(s) signed by the Company;

l. the Bid is received by the Bid Deadline; and

m. the Bid contemplates closing the Transaction set out therein on July 14, 2026, following the granting of the Sale Approval Order.

20. Following the Bid Deadline, the Proposal Trustee will assess the Bids received. The Proposal Trustee, in consultation with the Company, will designate the most competitive bids that comply with the foregoing requirements to be "**Qualified Bids**". No Bids received shall be deemed to be Qualified Bids without the approval of the Proposal Trustee. Only Bidders whose Bids have been designated as Qualified Bids are eligible to become the Successful Bidder(s).

21. The Stalking Horse Bid is deemed to be a Qualified Bid;

22. The Proposal Trustee may only designate a Bid as a Qualified Bid where the proposed purchase price is equal to or greater than that contained in the Stalking Horse Bid, and includes a cash purchase price in an amount equal to or greater than the Stalking Horse Bid, plus CAD$50,000.

23. The Proposal Trustee, in consultation with the Company, may waive strict compliance with any one or more of the requirements specified above and deem such non-compliant Bids to be a Qualified Bid. Neither the Proposal Trustee nor the Company will be under any obligation to negotiate identical terms with, or extend identical terms to, each Bidder.

24. The Proposal Trustee shall notify each Bidder in writing as to whether its Bid constitutes a Qualified Bid within two (2) business days of the Bid Deadline, or at such later time as the Proposal Trustee deems appropriate.

25. The Proposal Trustee may, in consultation with the Company, aggregate separate Bids from unaffiliated Bidders to create one Qualified Bid.

Evaluation of Qualified Bids

26. A Qualified Bid will be evaluated by the Proposal Trustee, in consultation with the Company, based upon several factors including, without limitation: (i) the Purchase Price and the net value provided by such Bid, (ii) the identity, circumstances and ability of the Bidder to successfully complete such Transactions, (iii) the proposed Transaction documents, (iv) factors affecting the speed, certainty and value of the Transaction, (v) the assets included or excluded from the Bid, (vi) any related restructuring costs, (vii) the likelihood and timing of consummating such Transaction, and (viii) any other factor deemed relevant by the Proposal Trustee in consultation with the Company.

27. If no Qualified Bids are received by the Proposal Trustee, the Stalking Horse Bid shall be the Successful Bid (as defined below).

Auction

28. If the Proposal Trustee receives at least one additional Qualified Bid in addition to the Stalking Horse Bid, the Proposal Trustee will conduct and administer an Auction in accordance with the terms of this SISP (the "**Auction**"). Instructions to participate in the Auction, which will take place via video conference, will be provided to Qualified Parties (as

defined below) not less than 24 hours prior to the Auction.

29. Only parties that provided a Qualified Bid by the Bid Deadline, as confirmed by the Proposal Trustee, including the Stalking Horse Bid (collectively, the "**Qualified Parties**"), shall be eligible to participate in the Auction. No later than **5:00 p.m. (EST)** on the day prior to the Auction, each Qualified Party must inform the Proposal Trustee whether it intends to participate in the Auction. The Proposal Trustee will promptly thereafter inform, in writing, each Qualified Party who has expressed its intent to participate in the Auction, of the identity of all other Qualified Parties that have indicated their intent to participate in the Auction. If no Qualified Party provides such expression of intent, the Stalking Horse Bid shall be the Successful Bid (as defined below).

Auction Procedure

30. The Auction shall be governed by the following procedures:

   a. **Participation at the Auction.** Only the Company, the Qualified Parties, including the Stalking Horse Bidder, the Proposal Trustee and each of their respective advisors will be entitled to attend the Auction, and only the Qualified Parties will be entitled to make any subsequent Overbids (as defined below) at the Auction. The Proposal Trustee shall provide all Qualified Parties with the details of the lead Bid by **5:00 PM (EST)**, one (1) Business Day after the Bid Deadline. Each Qualified Party must inform the Proposal Trustee whether it intends to participate in the Auction no later than **5:00 PM (EST)** on the Business Day prior to the Auction;

   b. **No Collusion.** Each Qualified Party participating at the Auction shall be required to confirm on the record at the Auction that: (i) it has not engaged in any collusion with respect to the Auction and the Bid process; and (ii) its Bid is a good-faith *bona fide* offer and it intends to consummate the proposed Transaction if selected as the Successful Bid;

   c. **Minimum Overbid.** The Auction shall begin with the Qualified Bid that represents the highest or otherwise best Qualified Bid as determined by the Proposal Trustee, in consultation with the Company (the "**Initial Bid**"), and any Bid made at the Auction by a Qualified Party subsequent to the Proposal Trustee's announcement of the Initial Bid (each, an "**Overbid**"), must proceed in minimum additional cash increments of CAD$50,000 for the first Bid and then in cash increments of CAD$50,000 for each subsequent Bid.

   d. **Bidding Order.** Prior to the first Overbid, the Proposal Trustee in its sole discretion will announce the order in which each remaining Qualified Party shall present its Overbid. A Qualified Party may not abstain from participating in an Auction bidding round. Failure to submit an Overbid at the designated time will result in an automatic disqualification from the Auction and immediate removal from the videoconference. The Proposal Trustee shall use its discretion in providing Bidders with an interval between Auction bidding rounds;

e. **Bidding Disclosure.** The Auction shall be conducted such that all bids will be made and received in one group video-conference, on an open basis, and all Qualified Parties will be entitled to be present for all bidding with the understanding that the true identity of each Qualified Party will be fully disclosed to all other Qualified Parties and that all material terms of each subsequent Bid will be fully disclosed to all other Qualified Parties throughout the entire Auction by video conference room, or such other method of communication the Proposal Trustee advises; provided, however, that the Proposal Trustee, in its discretion, may establish separate video conference rooms to permit interim discussions between the Proposal Trustee and individual Qualified Parties with the understanding that all formal Bids will be delivered in one group video conference, on an open basis;

f. **Bidding Conclusion.** The Auction shall continue in one or more rounds and will conclude after each participating Qualified Party has had the opportunity to submit one or more additional Overbids with full knowledge and written confirmation of the then-existing highest Overbid(s);

g. **Successful Bid.** Each Qualified Party will be given a reasonable opportunity to submit an Overbid at the Auction to any then-existing Overbids. The Auction will continue until the bidding has concluded and there is one remaining Qualified Party. The Proposal Trustee shall determine, with reference to the factors set out in paragraph 26 herein, and another factors the Proposal Trustee may reasonably deem relevant, which Qualified Party has submitted (i) the highest and best Bid of the Auction (the "**Successful Bid**", and the Qualified Party making such Successful Bid, the "**Successful Bidder**"), and (ii) the next highest and otherwise second-best Overbid of the Auction (the "**Back-Up Bid**", and the Bidder making such Back-Up Bid, the "**Back-Up Bidder**");

h. **Non-Cash Consideration.** Non-cash consideration may be offered by an Auction bidder, however, the Proposal Trustee is under no obligation to accept such non-cash consideration and has absolute discretion to determine the value of same;

i. **No Post-Auction Bids.** No Bids will be considered for any purpose after the Auction has concluded.

31. **Auction Procedures.** The Proposal Trustee shall be at liberty to set additional procedural rules at the Auction as it sees fit.

Credit Bidding

32. The Stalking Horse Bidder will be entitled pursuant to the Stalking Horse Subscription Agreement, including for greater certainty as part of the Auction, to credit bid or retain as retained liabilities all or part of the existing obligations owing to it pursuant to the Assignment of Debt and Security Agreement dated May 19, 2026 (the "**Assignment of Debt and Security Agreement**"), including all interest, costs and fees to which the Stalking Horse Bidder is entitled to under the Assignment of Debt and Security Agreement.

Transaction Documents

33. Completion and execution of definitive documentation in respect of such Successful Bid and Back-Up Bid, as applicable, must be finalized and executed as soon as possible after the close of the Auction or, in the case that no Auction took place, the Bid Deadline, and in any event within five (5) calendar days after such date, which definitive documentation will provide that the Successful Bidder will use all reasonable efforts to close the proposed Transaction by no later than July 14, 2026 (the "**Outside Date**") or such other period as may be agreed to by the Proposal Trustee, in consultation with the Company and the Successful Bidder, subject to the terms hereof. If a Back-Up Bid is identified in accordance with the SISP, then such Back-Up Bid shall remain open until the date (the "**Back-Up Bid Outside Date**") on which the Transaction contemplated by the applicable Successful Bid is consummated or such earlier date as the Proposal Trustee, in consultation with the Company, determines. If the Transactions contemplated by the applicable Successful Bid have not closed by the Outside Date, or the applicable Successful Bid is terminated for any reason prior to the Outside Date, the Proposal Trustee, in consultation with the Company, may elect to seek to complete the Transactions contemplated by the applicable Back-Up Bid, and will promptly seek to close the Transaction contemplated by such Back-Up Bid, which will be deemed to be a Successful Bid. The Company will be deemed to have accepted such Back-Up Bid only when the Proposal Trustee has made such election, with the Company's consent.

Sale Approval Motion Hearing

34. At the hearing of the motion to approve any Transaction with a Successful Bidder (the "**Sale Approval Motion**"), the Proposal Trustee or the Company shall seek, among other things, approval from the Court to consummate any Successful Bid, through a vesting order and/or reverse vesting order (the "**Sale Approval Order**"). All the Qualified Bids other than the Successful Bid, if any, shall be deemed to be rejected by the Proposal Trustee and the Company on and as of the date of approval of the Successful Bid by the Court.

Confidentiality and Access to Information

35. All discussions regarding a Sale Proposal, Investment Proposal, or Bid should be directed through the Proposal Trustee. Under no circumstances should the management of the Company be contacted directly without the prior consent of the Proposal Trustee. Any such unauthorized contact or communication could result in exclusion of the interested party from the SISP process.

36. Participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Potential Bidders, Bidders, Qualified Bids, the details of any Bids submitted or the details of any confidential discussions or correspondence between the Company, the Proposal Trustee and such other Bidders or Potential Bidders in connection with the SISP, except to the extent the Company, with the approval of the Proposal Trustee and consent of the applicable participants, are seeking to combine separate bids from Qualified Parties. The Proposal Trustee shall obtain the consent of the Qualified Parties prior to aggregating their Bids into a Qualified Bid.

Supervision of the SISP

37. The Proposal Trustee shall oversee and conduct the SISP, in all respects, and, without limitation to that supervisory role, the Proposal Trustee will participate in the SISP in the manner set out in this SISP, the SISP Order, and any other orders of the Court, and is entitled to receive all information in relation to the SISP.

38. This SISP does not and will not be interpreted to create any contractual or other legal relationship between the Company and/or the Proposal Trustee and any Potential Bidder, any Qualified Party, or any other Person, other than as specifically set forth in the NDA, or any other definitive agreement that may be entered into with the Company.

39. Without limiting the preceding paragraph, the Proposal Trustee shall not have any liability whatsoever to any person or party, including without limitation any Potential Bidder, Bidder, the Successful Bidder, the Back-Up Bidder, the Company, or any other creditor or other stakeholder of the Company, for any act or omission related to the process contemplated by this SISP, except to the extent such act or omission is the result from gross negligence or willful misconduct of the Proposal Trustee. By submitting a Bid, each Bidder, including the Successful Bidder and Back-Up Bidder, shall be deemed to have agreed that it has no claim against the Proposal Trustee for any reason whatsoever, except to the extent that such claim is the result of gross negligence or willful misconduct of the Proposal Trustee.

40. The Proposal Trustee, in consultation with the Company, shall have the right to modify the SISP if, in their reasonable business judgment, such modification will enhance the process or better achieve the objectives of the SISP; provided that the service list in these NOI Proceedings shall be advised of any material modification to the procedures set forth herein.

Deposits

41. The Deposit(s):

    a. will, upon receipt from the Qualified Party, be retained by the Proposal Trustee and deposited in a non-interest-bearing trust account, and subsequently dealt with in accordance with subsections (b) and (c), below;

    b. received from the Successful Bidder(s) and the Back-Up Bidder(s), if any, will: (i) be applied to the purchase price to be paid by the applicable Successful Bidder or Back-Up Bidder whose Successful Bid or Back-Up Bid, as applicable, is the subject of the Sale Approval Order(s), upon closing of the approved Transaction; and (ii) otherwise be held and refunded in accordance with the terms of the definitive documentation in respect of the applicable Successful Bid or Back-Up Bid, provided that (i) all such documentation will provide that the Deposit will be fully refunded to the Back-Up Bidder on the Back-Up Bid Outside Date; and (ii) all such documentation will provide that the Deposit will be retained by the Company and forfeited by the Successful Bidder, if its Successful Bid fails to close by the Outside Date and such failure is attributable to any failure or omission of the Successful Bidder to fulfil its obligations under the terms of its Successful Bid; and

c. received from the Qualified Party that is not the Successful Bidder or the Back-Up Bidder will be fully refunded to the Qualified Party that paid the Deposit as soon as practicable following the selection of the Successful Bidder and the Back-Up Bidder.

42. Notwithstanding anything to the contrary herein, the Stalking Horse Bidder will not be required to provide a Deposit.

Additional Terms

43. In addition to any other requirement of the SISP, any consent, approval or confirmation to be provided by the Stalking Horse Bidder, and/or the Proposal Trustee is ineffective unless provided in writing and any approval required pursuant to the terms hereof is in addition to, and not in substitution for, any other approvals required by the BIA or as otherwise required at law in order to implement a Successful Bid. For the avoidance of doubt, a consent, approval or confirmation provided by email will be deemed to have been provided in writing for the purposes of this paragraph,

Further Orders

44. At any time during the SISP, the Company or the Proposal Trustee may apply to the Court for advice and directions with respect to any aspect of this SISP including, but not limited to, the continuation of the SISP or with respect to the discharge of the Proposal Trustee's powers and duties hereunder.

Costs and Expenses

45. Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the evaluation of the Opportunity, submission of any Bid, due diligence activities, and any other negotiations or other actions related to the SISP whether or not they lead to the consummation of a Transaction.

Schedule "1"
Address of the Proposal Trustee

<u>To the Proposal Trustee:</u>

Dodick Landau Inc.
951 Wilson Ave., Suite 15L
Toronto, ON M3K 2A7
Attention: Rahn Dodick
Email: rahn.dodick@dodick.ca

With a copy to:

Loopstra Nixon LLP
130 Adelaide Street West – Suite 2800
Attention: Graham Pheonix
Email: gpheonix@LN.law

APPENDIX “E”

Ecoideas Innovations Inc.
Weekly Cash Flow Forecast
For the period from June 20, 2026 to July 24, 2026
$Cdn

Week Ending	Notes	26-Jun-26	03-Jul-26	10-Jul-26	17-Jul-26	24-Jul-26	TOTAL
Receipts	1, 2	118,000	174,810	133,000	133,000	133,000	691,810
Disbursements							
Payroll	3	46,000	15,600	55,500	5,000	74,740	196,840
Occupany Costs	4	53,846	45,943	-	53,846	21,886	175,521
G&A Expenses	5	550	550	5,550	550	550	7,750
Professional fees	6	29,793	3,275	25,000	25,000	62,150	145,218
Purchases	7	151,144	75,663	75,663	75,663	75,663	453,794
Total Disbursements		281,333	141,031	161,713	160,058	234,988	979,123
Net Cash Flow	8	(163,333)	33,779	(28,713)	(27,058)	(101,988)	(287,313)
Bank Balance							
Opening Bank Balance		337,532	174,199	207,978	179,266	152,207	337,532
Add: Net Cash Flow	8	(163,333)	33,779	(28,713)	(27,058)	(101,988)	(287,313)
Closing Bank Balance		174,199	207,978	179,266	152,207	50,219	50,219

ECOIDEAS INNOVATION INC.
MAJOR ASSUMPTIONS
CASH FLOW STATEMENT
FOR THE PERIOD JUNE 20 2026 TO JULY 24, 2026 (THE "PERIOD")

Ecoideas Innovation Inc. ("**Ecoideas**") is a leading manufacturer and distributor of natural health products to retailers across Canada.

The company filed a Notice of Intention to Make a Proposal ("**NOI**") on March 31, 2026 ("**NOI Filing**"). Ecoideas' cash flow projection was prepared by management of Ecoideas ("**Management**").

Receipts:

1. Customer Collections

Cash receipts are based on average weekly collections during the first quarter of 2026. Management assumes that Ecoideas will continue to generate new sales and collect outstanding accounts receivable from customers at current rates. No growth is projected during the Period.

2. Other Receipts

Other receipts include fixed monthly fees charged to two related parties for warehouse space and labour provided by Ecoideas' at its warehouse facility. The monthly fees charged by Ecoideas for these services is fixed at approximately $42,000 combined.

Disbursements:

3. Payroll

Payroll includes wages for 18 salaried employees, 9 hourly employees and 3 commission based employees. Also included are employee benefits which are paid monthly, payments to WSIB, a weekly payment on account of temporary labour provided by a third-party agency and payment for a fractional CFO.

Ecoideas' payroll is processed by a third-party payroll provider and centralized at its parent company's head office.

4. Occupancy Costs

Includes rent and utilities for the leased premises in Toronto, as well as insurance, telephone and internet.

5. **General and Administrative Expenses**

   Includes estimated costs for office supplies and bank charges.

6. **Professional fees**

   During the Period, legal fees are forecast for Ecoideas' legal counsel, as well as the fees of the Proposal Trustee and its legal counsel. These fees are forecast to total approximately $145,000.

7. **Purchases**

   Includes forecast costs for raw materials for anticipated production, finished products for sale to end customers and shipping costs.

8. **Net Cash Flow**

   Over the Period, Ecoideas has forecast negative cash flow of approximately $287,000 of which approximately $142,000 relates to operations, and the balance relates to ongoing and accrued restructuring costs for the period up to the closing of the proposed transaction (i.e. restructuring professional fees). These restructuring costs will cease following closing of the proposed transaction resulting in improved net cash flow.

APPENDIX “F”

Court File No. 31-3354672
Estate No. 31-3354672

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT,* R.S.C., 1985, C. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ECOIDEAS INNOVATIONS INC. IN THE TOWN OF NEWMARKET, IN THE PROVINCE OF ONTARIO

AFFIDAVIT OF RAHN DODICK
(Sworn June 30, 2026)

I, **RAHN DODICK**, of the City of Toronto, in the Province of Ontario, **AFFIRM AND SAY**:

1. I am a Licensed Insolvency Trustee at the firm Dodick Landau Inc. ("**DLI**"), the proposal trustee (the "**Trustee**"), in this matter. Accordingly, I have knowledge of matters hereinafter deposed to.

2. Attached hereto and marked as **Exhibit "A"** are true copies of the Statement of Accounts issued by DLI in respect of services rendered for the period from June 20, 2025, through June 29, 2026 (the "**Billing Period**"). During the Billing Period, the total fees and disbursements billed were $97,670.00 and $1,147.79, respectively, and applicable taxes of $12,845.27 for an aggregate amount of $111,663.06.

3. As set out in the following table, 206.18 hours were billed by DLI during the Billing Period, resulting in an average hourly rate of $473.71 (exclusive of applicable taxes):

Name of Professional	Total Hours	Hourly Rate(s) ($)
Rahn Dodick	94.4	$550
Naomi Lieberman	66.2	$450
Brenda McKnight	21.6	$350
Yuvraj Vashisht	22.59	$350

Talya Psek	1.4	$350

4. I confirm that the activities detailed in the Statement of Accounts attached hereto as Exhibit "A" accurately reflect the services provided by DLI; and, that the rates charged are the standard hourly rates for each such professional at the time that such charges were incurred.

5. In connection with the within accounts, DLI has been paid $96,601.86, inclusive of disbursements and HST, and holds nil ($0.00) on retainer in trust.

6. In anticipation of assisting with the closing of the proposed sale transaction, proposal administration and residual matters, DLI requests approval of a fee accrual of $27,250.00, disbursements accrual of $14,500.00 and HST of $5,427.50 (the "**Fee Accrual**") for a total Fee Accrual of $47,177.50. The disbursements accrual is for a security legal opinion, asset appraisals and miscellaneous administration and marketing costs associated with the stalking horse sales process.

7. I swear this affidavit in support of a motion for, *inter alia*, approval of the fees and disbursements of DLI, including the Fee Accrual detailed herein and for no other reason or improper purpose.

SWORN BEFORE ME at the
City of Toronto, in the
Province of Ontario, this
30th day of June, 2026

B. McKnight

A Commissioner for taking affidavits, etc.

Brenda Lenore McKnight, a Commissioner, etc., Province of Ontario, for Dodick Landau Inc. and DL Associates Ltd. Expires July 8, 2028.

RAHN DODICK

DODICK LANDAU

Invoice # 11148
Issued Date: 04/23/2026

This is Exhibit A to the Affidavit
of Rahn Dodick
Sworn before me this 30th day
of June, 2026
B. McKnight
A Commissioner, etc.

Brenda Lenore McKnight, a Commissioner, etc., Province of Ontario, for Dodick Landau Inc. and DL Associates Ltd. Expires July 8, 2028.

Dodick Landau Inc.
951 Wilson Avenue, Suite 15L
Toronto, ON
M3K 2A7
Phone: 416-645-0552
www.dodick.ca

Ecoideas Innovations Inc.

Enclosed please find our statement of account for services rendered in our capacity as Proposal Trustee. The following is a summary of time by staff member.

Client Reference Number: ECO-0326-00254

Professional Fees

Date	Description	Name	Hourly Rate	Hours	Total
06/20/2025	Proposal - Division 1: Ecoideas: Call with CFO to discuss options and next steps. Provide to company info request list.	RD	$550.00	1.10	$605.00
06/23/2025	Proposal - Division 1: Ecoideas: Call with director and CFO to discuss options.	RD	$550.00	0.30	$165.00
02/25/2026	Proposal - Division 1: Ecoideas: Prepare info request list and letter for CFO.	RD	$550.00	0.59	$324.50
03/02/2026	Proposal - Division 1: Ecoideas: Review documents received. Review demand and NITES issued to debtor. Email debtor re filing an NOI.	RD	$550.00	0.96	$528.00
03/03/2026	Proposal - Division 1: Ecoideas: Review documents received. Call with debtor.	RD	$550.00	0.65	$357.50
03/05/2026	Proposal - Division 1: Ecoideas: Call with management. Notes.	RD	$550.00	0.46	$253.00
03/06/2026	Proposal - Division 1: Ecoideas: Prepare budget.	RD	$550.00	0.36	$198.00
03/12/2026	Proposal - Division 1: Ecoideas: Call with management.	RD	$550.00	0.50	$275.00
03/18/2026	Proposal - Division 1: Review documents and discuss with Naomi L.	RD	$550.00	1.43	$786.50

03/18/2026	Proposal - Division 1: call with Rahn	NL	$450.00	0.49	$220.50
03/19/2026	Proposal - Division 1: Prepare corporate profile report, receive search, save to drive, etc., Review for company name, prepare PPSA request, receive, save to drive, record time and expense.	BM	$350.00	0.30	$105.00
03/19/2026	Proposal - Division 1: Review searches.	RD	$550.00	0.06	$33.00
03/20/2026	Proposal - Division 1: Review additional documents received. Email management re appraisal and cash flow forecast.	RD	$550.00	0.49	$269.50
03/23/2026	Proposal - Division 1: liquidation analysis	NL	$450.00	1.57	$706.50
03/23/2026	Proposal - Division 1: Email exchanges.	RD	$550.00	1.13	$621.50
03/23/2026	Proposal - Division 1: Work on NOI documents, file set up, etc.	BM	$350.00	1.20	$420.00
03/23/2026	Proposal - Division 1: Work on entry of creditors from creditor listing.	BM	$350.00	1.60	$560.00
03/23/2026	Proposal - Division 1: Update corporate information. Send RD information.	BM	$350.00	0.20	$70.00
03/24/2026	Proposal - Division 1: Discussion with Naomi L. regarding visit to the premises. Call with debtor. Call with legal counsel to secured creditor. Email to legal counsel to secured creditor.	RD	$550.00	1.30	$715.00
03/24/2026	Proposal - Division 1: attending at the premises, related discussion with RD and working on liquidation analysis	NL	$450.00	3.95	$1,777.50
03/25/2026	Proposal - Division 1: working on liquidation analysis	NL	$450.00	3.21	$1,444.50
03/25/2026	Proposal - Division 1: Call to review draft liquidation analysis. Review debtor emails.	RD	$550.00	0.65	$357.50
03/26/2026	Proposal - Division 1: Email exchanges with management. Review creditor list, make amendments. Meeting with debtor to discuss cash flow forecast and monitoring program. Call with liquidator. Review cash flow forecast.	RD	$550.00	3.64	$2,002.00
03/26/2026	Proposal - Division 1: review of emails, call with the Company	NL	$450.00	1.46	$657.00
03/26/2026	Proposal - Division 1: Review appraisal.	RD	$550.00	0.11	$60.50
03/26/2026	Proposal - Division 1: Work on creditor list.	BM	$350.00	2.10	$735.00
03/26/2026	Proposal - Division 1: Work on secured creditor claims.	BM	$350.00	0.70	$245.00
03/26/2026	Proposal - Division 1: Set up bank account, prepare documents, get signature, send to TD Bank.	BM	$350.00	0.20	$70.00
03/27/2026	Proposal - Division 1: review of liquidation proposal for equipment	NL	$450.00	0.02	$9.00
03/27/2026	Proposal - Division 1: Review minutes. EMail Elroy D. and Jason B.	RD	$550.00	0.37	$203.50
03/27/2026	Proposal - Division 1: Revise NOI, add creditors, reprint minutes, check search, email RD, re send, receive signed copy.	BM	$350.00	0.80	$280.00
03/30/2026	Proposal - Division 1: Review inventory liquidation analysis. Email	RD	$550.00	0.29	$159.50

	exchanges with Naomi L.				
03/30/2026	Proposal - Division 1: working on liquidation analysis	NL	$450.00	3.76	$1,692.00
03/30/2026	Proposal - Division 1: Call with controller. Discussion with Brenda M. re: filing. Discuss NRV calculation with Naomi L. Review email exchange. Email exchanges with controller re: bank account and cash flow.	RD	$550.00	1.19	$654.50
03/30/2026	Proposal - Division 1: Review documents to ensure all changes made. Receive instructions re signatures, re-send two documents for additional signature. Receive signatures, add to documents.	BM	$350.00	0.50	$175.00
03/31/2026	Proposal - Division 1: review of liquidation analysis, preliminary cash flow forecast	NL	$450.00	1.64	$738.00
03/31/2026	Proposal - Division 1: Discuss cash flow with Naomi L. Update professional fee budget.	RD	$550.00	0.55	$302.50
04/01/2026	Proposal - Division 1: Review certificate of filing. Email to management with next steps. Email exchanges. Discuss file with Naomi L.	RD	$550.00	0.58	$319.00
04/01/2026	Proposal - Division 1: review of emails	NL	$450.00	0.66	$297.00
04/01/2026	Proposal - Division 1: Review and make amendments to the liquidation calculation. Draft email to management and provide them with calculation. Email RBC legal counsel.	RD	$550.00	2.20	$1,210.00
04/02/2026	Proposal - Division 1: call with Company re liquidation analysis	NL	$450.00	1.53	$688.50
04/02/2026	Proposal - Division 1: Call with management to discuss liquidation analysis and cash flow.	RD	$550.00	1.20	$660.00
04/02/2026	Proposal - Division 1: Review creditor notice cover letter. Call with Elroy D. Review letter from RBC and send email to debtor with comments.	RD	$550.00	0.45	$247.50
04/02/2026	Proposal - Division 1: Copy documents for NOI package. Prepare letter and leave for RD review/signature. Prepare labels, start on envelopes. Revise letter, copy. Stuff envelopes, prepare postage.	BM	$350.00	3.10	$1,085.00
04/03/2026	Proposal - Division 1: review of emails	NL	$450.00	0.09	$40.50
04/05/2026	Proposal - Division 1: drafting Q&A for company	NL	$450.00	0.77	$346.50
04/06/2026	Proposal - Division 1: Review Q&A. Make amendments and circulate to debtor. Approve updates to website for filing. Email to management. Call with management.	RD	$550.00	1.88	$1,034.00
04/06/2026	Proposal - Division 1: review of emails and responding to same	NL	$450.00	0.27	$121.50
04/08/2026	Proposal - Division 1: Call with legal counsel. Email exchanges.	RD	$550.00	0.40	$220.00
04/08/2026	Proposal - Division 1: drafting notes to cash flow	NL	$450.00	0.28	$126.00
04/09/2026	Proposal - Division 1: Email exchanges. Answer questions. Calls	RD	$550.00	0.60	$330.00

	with Naomi L. and Rafic regarding liquidation analysis.				
04/09/2026	Proposal - Division 1: working on cash flow for filing	NL	$450.00	2.44	$1,098.00
04/09/2026	Proposal - Division 1: Mail out crditor's packages to creditors on updated list.	TP	$350.00	1.40	$490.00
04/09/2026	Proposal - Division 1: Review updates to liquidation analysis.	RD	$550.00	0.05	$27.50
04/10/2026	Proposal - Division 1: Review cash flows and email Naomi L.	RD	$550.00	0.60	$330.00
04/10/2026	Proposal - Division 1: cash flow finalization, disbursement approval	NL	$450.00	0.75	$337.50
04/13/2026	Proposal - Division 1: Call with creditor.	RD	$550.00	0.05	$27.50
04/13/2026	Proposal - Division 1: update with Company and counsel	NL	$450.00	0.89	$400.50
04/13/2026	Proposal - Division 1: Call with debtor and management re update and next steps.	RD	$550.00	0.50	$275.00
04/14/2026	Proposal - Division 1: Final review of liquidation analysis and email to Naomi L.	RD	$550.00	0.54	$297.00
04/14/2026	Proposal - Division 1: finalizing liquidation analysis	NL	$450.00	0.90	$405.00
04/14/2026	Proposal - Division 1: Call with debtor regarding proposal options.	RD	$550.00	0.50	$275.00
04/15/2026	Proposal - Division 1: review of disbursements	NL	$450.00	0.20	$90.00
04/15/2026	Proposal - Division 1: Call with SHaron K.	RD	$550.00	0.24	$132.00
04/15/2026	Proposal - Division 1: Discussion with Brenda M. Call with Naomi L. and controller. Email to Graham P.	RD	$550.00	0.34	$187.00
04/16/2026	Proposal - Division 1: disbursement approval, calls with the Company and Rahn	NL	$450.00	0.25	$112.50
04/16/2026	Proposal - Division 1: Attend at bank to approve wire transfer. Respond to emails.	RD	$550.00	0.74	$407.00
04/17/2026	Proposal - Division 1: responding to emails	NL	$450.00	0.41	$184.50
04/17/2026	Proposal - Division 1: Email exchanges. Call with Elroy D.	RD	$550.00	0.26	$143.00
04/17/2026	Proposal - Division 1: Call with landlord.	RD	$550.00	0.20	$110.00
04/20/2026	Proposal - Division 1: Provide information requested by debtor legal counsel.	RD	$550.00	0.23	$126.50
04/20/2026	Proposal - Division 1: disbursement approval, corresponding with landlord	NL	$450.00	0.80	$360.00
04/20/2026	Proposal - Division 1: Call with creditor. Discussion with Naomi L. Call with Naomi L. regarding liquidation analysis. Call with Rafic S. Approve payment to vendor.	RD	$550.00	1.12	$616.00
04/21/2026	Proposal - Division 1: Call and email with Graham P. Review emails regarding COurt hearing. Email Naomi L. Email exchange with creditor's legal counsel.	RD	$550.00	0.44	$242.00

04/21/2026	Proposal - Division 1: Review affidavit and provide comments and supporting documents.	RD	$550.00	1.06	$583.00
04/21/2026	Proposal - Division 1: calls with the Company re vendor payments, review of affidavit to be filed by Company	NL	$450.00	0.70	$315.00
04/22/2026	Proposal - Division 1: call to landlord, drafting report to Court	NL	$450.00	1.53	$688.50
04/22/2026	Proposal - Division 1: Discuss with Naomi L.	RD	$550.00	0.10	$55.00
04/23/2026	Proposal - Division 1: Post entries, cheque requisition, update funds on hand listing, etc.	BM	$350.00	0.30	$105.00
			Services Subtotal		**$33,922.00**

Disbursements

Date	Description	Rate	Quantity	Total
03/19/2026	Search Charges: Search charge disbursement (no tax)	$8.00	1.00	$8.00
03/19/2026	Search Charges: Search charges (taxable)	$19.00	1.00	$19.00
04/13/2026	Postage: Postage: 83 X $2.61; Int'l 15 x $8.46; US 22 X $4.08	$433.29	1.00	$433.29
04/13/2026	Proposal - Division 1: 7 ds pages x .50 x 125 - Creditor Package	$437.50	1.00	$437.50
		Expenses Subtotal		**$897.79**

Name	Title	Hours	Hourly Rate	Total
Rahn Dodick	LIT, CIRP, CPA, President	30.41	$550.00	$16,725.50
Naomi Lieberman	LIT, CIRP, CPA, Senior Manager	28.57	$450.00	$12,856.50
Brenda McKnight	Para Professional	11.0	$350.00	$3,850.00
Talya Psek	Para Professional	1.4	$350.00	$490.00
			Subtotal	**$34,819.79**
			Harmonized Sales Tax (13.0%)	**$4,525.53**
			Total	**$39,345.32**
			Payment (04/23/2026)	**-$15,000.00**
			Payment (04/23/2026)	**-$4,653.93**
			Payment (04/30/2026)	**-$19,691.39**
			Balance Owing	**$0.00**

Statement of Account Summary:

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
11195	06/12/2026	$39,792.95	$10,000.00	$29,792.95

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
11148	04/24/2026	$39,345.32	$39,345.32	$0.00
			Outstanding Balance	**$29,792.95**
			Total Amount Outstanding	**$29,792.95**

Account	Balance
DLI - Bankruptcy Retainer Account Balance	$0.00
Total Account Balance	**$0.00**

Please make all amounts payable to: Dodick Landau Inc.

Harmonized Sales Tax No.: 847378932 RT 0001

DODICK LANDAU

Invoice # 11171
Issued Date: 05/11/2026

Dodick Landau Inc.
951 Wilson Avenue, Suite 15L
Toronto, ON
M3K 2A7
Phone: 416-645-0552
www.dodick.ca

Ecoideas Innovations Inc.

Enclosed please find our statement of account for services rendered in our capacity as Proposal Trustee. The following is a summary of time by staff member.

Client Reference Number: ECO-0326-00254

Date	Description	Name	Hourly Rate	Hours	Total
04/07/2026	Proposal - Division 1: Send excel creditor list to Rafic.	BM	$350.00	0.30	$105.00
04/10/2026	Proposal - Division 1: Receive cash flow and assumptions, prepare form 29 and 30. Send to parties via Adobe. Receive signed copies, efile with OSB, scan, save to drive.	BM	$350.00	0.90	$315.00
04/14/2026	Proposal - Division 1: Calculate and record expenses in Ecoideas	BM	$350.00	0.20	$70.00
04/14/2026	Proposal - Division 1: Prepare affidavit of sending.	BM	$350.00	0.15	$52.50
04/15/2026	Proposal - Division 1: Send Ecoideas NOI to Reconstruct LLP.	BM	$350.00	0.20	$70.00
04/15/2026	Proposal - Division 1: Review Ecoideas re banking alternatives.	BM	$350.00	0.20	$70.00
04/16/2026	Proposal - Division 1: Prepare and send, 3 creditor packages by email, enter creditor in system. Resend an additional 2 creditor packages.	BM	$350.00	0.90	$315.00
04/16/2026	Proposal - Division 1: Update Ecoideas, set up regular account in retainer. Tidy up files, set up in cabinet.	BM	$350.00	0.50	$175.00
04/17/2026	Proposal - Division 1: Send creditor package and note to 2 creditors.	BM	$350.00	0.20	$70.00
04/23/2026	Proposal - Division 1: drafting report to Court, calls with the Company, gathering info for RBC	NL	$450.00	1.96	$882.00
04/23/2026	Proposal - Division 1: Review draft report to Court and provide	RD	$550.00	2.59	$1,424.50

	comments to Naomi L. Call with Graham.				
04/24/2026	Proposal - Division 1: Calls with debtor and garantor. Multiple email exchanges. Review cash flow variance. Discussions with Naomi L. Discussions with Graham P. Email exchanges with RBC.	RD	$550.00	3.66	$2,013.00
04/24/2026	Proposal - Division 1: call with Company re proposal	NL	$450.00	2.26	$1,017.00
04/27/2026	Proposal - Division 1: Email exchanges. Call with Graham P.	RD	$550.00	0.24	$132.00
04/27/2026	Proposal - Division 1: review of emails	NL	$450.00	0.40	$180.00
04/27/2026	Proposal - Division 1: Call with Graham P. Email exchanges. Review report to Court and make amendments. Email exchanges.	RD	$550.00	2.73	$1,501.50
04/27/2026	Proposal - Division 1: Approve and attend at bank re disbursements.	RD	$550.00	1.01	$555.50
04/28/2026	Proposal - Division 1: update with Rahn	NL	$450.00	0.18	$81.00
04/28/2026	Proposal - Division 1: Attend Court hearing. Call with Graham P. Update Naomi L.	RD	$550.00	0.86	$473.00
04/29/2026	Proposal - Division 1: Email exchanges.	RD	$550.00	0.18	$99.00
04/29/2026	Proposal - Division 1: Prepare deposit entry as per deposit requisition, prepare cheque disbursements as per requisition. File documents.	BM	$350.00	0.50	$175.00
04/30/2026	Proposal - Division 1: disbursements	NL	$450.00	1.30	$585.00
04/30/2026	Proposal - Division 1: Discuss file with Naomi L.	RD	$550.00	0.10	$55.00
04/30/2026	Proposal - Division 1: Calls with Naomi L. Review disclaimer.	RD	$550.00	0.71	$390.50
04/30/2026	Proposal - Division 1: Explain process to 2 creditors.	BM	$350.00	0.20	$70.00
05/01/2026	Proposal - Division 1: review of emails	NL	$450.00	0.15	$67.50
05/01/2026	Proposal - Division 1: Call with prospective stalking horse bidder.	RD	$550.00	0.35	$192.50
05/01/2026	Proposal - Division 1: Post deposit to retainer, post payment to DLI in retainer, bring retainer files up to date.	BM	$350.00	0.40	$140.00
05/01/2026	Proposal - Division 1: disbursements	NL	$450.00	0.01	$4.50
05/01/2026	Proposal - Division 1: Efile extension order, scan, save all documents to drive.	BM	$350.00	0.30	$105.00
05/04/2026	Proposal - Division 1: review of supplier matter	NL	$450.00	0.07	$31.50
05/05/2026	Proposal - Division 1: Respond to creditor by email (Radico).	BM	$350.00	0.30	$105.00
05/05/2026	Proposal - Division 1: Email exchanges and call with prospective purchaser.	RD	$550.00	0.12	$66.00
05/05/2026	Proposal - Division 1: Call with Naomi L.	RD	$550.00	0.13	$71.50
05/05/2026	Proposal - Division 1: update with RD	NL	$450.00	0.09	$40.50

05/05/2026	Proposal - Division 1: Receive call from Rikko at Hokusan. Discuss NOI process, discuss post NOI, outline procedure of a proposal.	BM	$350.00	0.20	$70.00
05/06/2026	Proposal - Division 1: Review email, ensure lawyer and client are on creditor list, give summary of NOI procedure.	BM	$350.00	0.20	$70.00
05/06/2026	Proposal - Division 1: Answer two inquiries re NOI proceeding.	BM	$350.00	0.40	$140.00
05/06/2026	Proposal - Division 1: follow up re updated cash flow, disbursement approval	NL	$450.00	0.43	$193.50
05/06/2026	Proposal - Division 1: Call with Graham P. and call with Colin H. Email exchanges with Naomi L.	RD	$550.00	0.80	$440.00
05/06/2026	Proposal - Division 1: Review cash flow forecast and provide comments.	RD	$550.00	0.20	$110.00
05/06/2026	Proposal - Division 1: Call with Loopstra Nixon employment lawyer.	RD	$550.00	0.33	$181.50
05/07/2026	Proposal - Division 1: Email exchanges with debtor and creditors.	RD	$550.00	0.12	$66.00
05/07/2026	Proposal - Division 1: review of cash flow and disbursement approval	NL	$450.00	1.49	$670.50
05/07/2026	Proposal - Division 1: Review and discuss cash flow with Naomi L. Email to SHB and debtor.	RD	$550.00	0.54	$297.00
05/07/2026	Proposal - Division 1: Call with Naomi L. re: report to Court and cash flow. Email exchanges with ceditor US legal counsel.	RD	$550.00	0.41	$225.50
05/11/2026	Proposal - Division 1: Review stalking horse offer subscription agreement. Propose timeline for SISP.	RD	$550.00	1.53	$841.50
05/11/2026	Proposal - Division 1: review of emails, disbursement approval	NL	$450.00	0.52	$234.00
05/11/2026	Proposal - Division 1: Discuss next steps with Naomi L.	RD	$550.00	0.39	$214.50

Name	Title	Hours	Hourly Rate	Total
Rahn Dodick	LIT, CIRP, CPA, President	17.0	$550.00	$9,350.00
Naomi Lieberman	LIT, CIRP, CPA, Senior Manager	8.86	$450.00	$3,987.00
Brenda McKnight	Para Professional	6.05	$350.00	$2,117.50
			Subtotal	**$15,454.50**
			Harmonized Sales Tax (13.0%)	**$2,009.09**
			Total	**$17,463.59**

Statement of Account Summary:

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
11171	05/11/2026	$17,463.59	$0.00	$17,463.59
			Outstanding Balance	**$17,463.59**
			Total Amount Outstanding	**$17,463.59**

Account		Balance
DLI - Bankruptcy Retainer Account Balance		$0.00
	Total Account Balance	**$0.00**

Please make all amounts payable to: Dodick Landau Inc.

Harmonized Sales Tax No.: 847378932 RT 0001

Payment is due upon receipt.

Remittance Advice

Checking Information

Send Cheques to:	Dodick Landa Inc. 951 Wilson Avenue, Suite 15L Toronto, ON, M3K 2A7 Attention: Ms. Brenda McKnight (brenda.mcknight@dodick.ca)

Wire Transfer Information

Bank Name/Address:	Beneficiary Bank:	TD Canada Trust 2300 Steeles Ave W, Suite 200, Vaughan, Ontario, Canada
	Intermediary Bank:	Bank of America, New York, NY (U.S. Wires)
Bank ABA/Routing #:	026 009 593	
Name/Account #:	Beneficiary Name: Beneficiary Account: Beneficiary Transit: Bank Code:	Dodick Landau Inc. 5272423 14822 004
SWIFT:	TDOMCATTTOR	

Please include the invoice number 11171 as an additional reference so we may accurately identify and apply your payment.

Please provide adequate payment to cover the wire fees assessed by your financial institution.

DODICK LANDAU

Invoice # 11195
Issued Date: 06/11/2026

Dodick Landau Inc.
951 Wilson Avenue, Suite 15L
Toronto, ON
M3K 2A7
Phone: 416-645-0552
www.dodick.ca

Ecoideas Innovations Inc.

Enclosed please find our statement of account for services rendered in our capacity as Proposal Trustee. The following is a summary of time by staff member.

Client Reference Number: ECO-0326-00254

Professional Fees

Date	Description	Name	Hourly Rate	Hours	Total
05/11/2026	Proposal - Division 1: Review cash flow and discuss with Naomi L.	RD	$550.00	0.20	$110.00
05/11/2026	Proposal - Division 1: review of emails, disbursement approval	NL	$450.00	0.60	$270.00
05/12/2026	Proposal - Division 1: Email exchanges. Calls regarding sales process. Review RVO subscription agreement amendments.	RD	$550.00	1.37	$753.50
05/12/2026	Proposal - Division 1: update re Stalking horse agreement	NL	$450.00	0.35	$157.50
05/13/2026	Proposal - Division 1: Review of cash flow variance and forecast	NL	$450.00	1.40	$630.00
05/13/2026	Proposal - Division 1: Review final changes to the SHO and provide comments. Email exchanges. Call with Naomi L.	RD	$550.00	0.93	$511.50
05/13/2026	Proposal - Division 1: Prepare DLI payment from retainer account.	BM	$350.00	0.20	$70.00
05/14/2026	Proposal - Division 1: email exchanges.	RD	$550.00	0.03	$16.50
05/15/2026	Proposal - Division 1: Email creditor with status update and NOI package.	BM	$350.00	0.10	$35.00
05/15/2026	Proposal - Division 1: disbursement approval, call re RBC debt	NL	$450.00	0.97	$436.50
05/15/2026	Proposal - Division 1: Call with Colin Hunt. Call with Graham P.	RD	$550.00	0.90	$495.00

	Email to Graham P. Call with Naomi L.				
05/19/2026	Proposal - Division 1: review of email from potential stalking horse, disbursement approval	NL	$450.00	0.20	$90.00
05/19/2026	Proposal - Division 1: Call with creditor. Email exchange with debtor counsel. Discuss with Naomi L.	RD	$550.00	0.14	$77.00
05/20/2026	Proposal - Division 1: review of emails	NL	$450.00	0.10	$45.00
05/20/2026	Proposal - Division 1: Email exchanges. Call with assignee.	RD	$550.00	0.70	$385.00
05/20/2026	Proposal - Division 1: Review budget for SHSP. Call with Naomi L. Call and emails with Graham P. Email to assignee. Call with Elroy D.	RD	$550.00	2.41	$1,325.50
05/20/2026	Proposal - Division 1: review of email from potential stalking horse, disbursement approval	NL	$450.00	0.45	$202.50
05/21/2026	Proposal - Division 1: cash flow forecast and working on report	NL	$450.00	2.11	$949.50
05/21/2026	Proposal - Division 1: Call with Naomi L. Review updated cash flow forecast. Call with legal counsel about security review and send documents to legal counsel for security review.	RD	$550.00	0.83	$456.50
05/21/2026	Proposal - Division 1: Send information to legal for security review.	RD	$550.00	0.27	$148.50
05/21/2026	Proposal - Division 1: review of email from potential stalking horse, disbursement approval	NL	$450.00	0.48	$216.00
05/21/2026	Proposal - Division 1: Review cash flow forecast. Call with CEO re: process.	RD	$550.00	1.63	$896.50
05/21/2026	Proposal - Division 1: Review and approve disbursement.	RD	$550.00	0.10	$55.00
05/22/2026	Proposal - Division 1: working on draft report, review of motion material	NL	$450.00	3.09	$1,390.50
05/22/2026	Proposal - Division 1: Review security documents. Email and calls with legal counsels, and debtor, regarding missing subordination agreement. Calls with Naomi L. Calls with Graham P., Sam Massie and Wojtek C.	RD	$550.00	2.52	$1,386.00
05/22/2026	Proposal - Division 1: Review draft report to Court, make amendments and discuss with legal counsel. Send to legal counsel for comments. Review legal counsel comments and compile, finalize report.	RD	$550.00	3.10	$1,705.00
05/23/2026	Proposal - Division 1: working on draft report, review of motion material	NL	$450.00	0.03	$13.50
05/24/2026	Proposal - Division 1: review of finalized report	NL	$450.00	0.22	$99.00
05/25/2026	Proposal - Division 1: Review security opinion.	RD	$550.00	0.18	$99.00
05/25/2026	Proposal - Division 1: Attend COurt hearing. Call with debtor legal counsel.	RD	$550.00	0.71	$390.50
05/25/2026	Proposal - Division 1: Review and amend SISP. Draft supplement	RD	$550.00	2.64	$1,452.00

	to second report.				
05/25/2026	Proposal - Division 1: discussion re next steps with counsel, disbursement approval, review of emails	NL	$450.00	0.86	$387.00
05/25/2026	Proposal - Division 1: Call with prospective purchaser legal counsel.	RD	$550.00	0.34	$187.00
05/26/2026	Proposal - Division 1: Email exchanges. Review letter from debtor to secured creditor. Review SISP agreement and make amendments. Discuss with Graham P. Email to staff regarding sales process.	RD	$550.00	1.75	$962.50
05/26/2026	Proposal - Division 1: Call with Rahn re sales process	NL	$450.00	0.80	$360.00
05/27/2026	Proposal - Division 1: Edit creditor information, add one creditor information. Explain process in email.	BM	$350.00	0.50	$175.00
05/27/2026	Proposal - Division 1: Review letter from debtor and draft supplement to second report. Review comments from debtor's legal counsel.	RD	$550.00	2.65	$1,457.50
05/27/2026	Proposal - Division 1: call to set up the VDR	NL	$450.00	2.13	$958.50
05/27/2026	Proposal - Division 1: Review dataroom agreement.	RD	$550.00	0.05	$27.50
05/28/2026	Proposal - Division 1: Review teaser. Email exchanges.	RD	$550.00	0.18	$99.00
05/28/2026	Proposal - Division 1: working on sales process	NL	$450.00	1.23	$553.50
05/28/2026	Proposal - Division 1: Attend COurt hearing. Email exchanges.	RD	$550.00	0.45	$247.50
05/28/2026	Proposal - Division 1: Review amended order.	RD	$550.00	0.52	$286.00
05/28/2026	Proposal - Division 1: Receive additional information re claim, update.	BM	$350.00	0.10	$35.00
05/28/2026	Proposal - Division 1: Call with staff regarding planning sales process.	RD	$550.00	0.99	$544.50
05/29/2026	Proposal - Division 1: Call with Rafic S. and Yuvraj V. regarding planning sales process. Gather documents for dataroom.	RD	$550.00	1.86	$1,023.00
05/29/2026	Proposal - Division 1: responding to emails	NL	$450.00	0.20	$90.00
06/01/2026	Proposal - Division 1: Send ad to II. Call with Yuvraj V. Review prospective purchaser list. Update sales process website. Draft email to prospective purchasers.	RD	$550.00	2.13	$1,171.50
06/01/2026	Proposal - Division 1: Email exchanges with legal counsel and Paula M.	RD	$550.00	0.20	$110.00
06/02/2026	Proposal - Division 1: Advertisement for sales process.	RD	$550.00	0.20	$110.00
06/02/2026	Proposal - Division 1: Review documents required for sales process due diligence room. Call with Rafic S.	RD	$550.00	1.55	$852.50
06/02/2026	Proposal - Division 1: Discuss file with Anna G.	RD	$550.00	0.10	$55.00
06/02/2026	Proposal - Division 1: Send detailed email in response to	BM	$350.00	0.80	$280.00

	Hokusan inquiry.				
06/02/2026	Proposal - Division 1: Review template share purchase agreement, provide comments to Graham P.	RD	$550.00	0.26	$143.00
06/02/2026	Proposal - Division 1: Call with Rafic and Rahn	YV	$350.00	1.00	$350.00
06/02/2026	Proposal - Division 1: Prepared target for external companies that might be interested in buyout as per Naomi's instructions.	YV	$350.00	3.50	$1,225.00
06/02/2026	Proposal - Division 1: Reviewed Datasite to see how portal works as its changed a few things for the due diligence process	YV	$350.00	1.10	$385.00
06/03/2026	Proposal - Division 1: Provide instructions to Yuvraj V. regarding preparation for sales process.	RD	$550.00	0.34	$187.00
06/03/2026	Proposal - Division 1: Receive address correction from creditor, update system. Confirm by email.	BM	$350.00	0.10	$35.00
06/03/2026	Proposal - Division 1: Time to open returned mail, sort, send email to director for further information.	BM	$350.00	0.90	$315.00
06/03/2026	Proposal - Division 1: Email to Rafic requesting address updates and/or email addresses.	BM	$350.00	0.30	$105.00
06/03/2026	Proposal - Division 1: Answer inquiries re status of Ecoideas Innovations, Collectlink and BankruptcyHighway.com	BM	$350.00	0.40	$140.00
06/03/2026	Proposal - Division 1: Prepared list of CHFA members	YV	$350.00	2.50	$875.00
06/03/2026	Proposal - Division 1: Sent emails to all the external potentials buyers including few CHFA members	YV	$350.00	1.30	$455.00
06/03/2026	Proposal - Division 1: call with Rafic to check with him on the members list and why we need an excel version of it and he should be reviewing it before sending to me.	YV	$350.00	0.34	$119.00
06/04/2026	Proposal - Division 1: review of disbursements, sales process update with Yuvraj	NL	$450.00	1.45	$652.50
06/04/2026	Proposal - Division 1: Call with Naomi L.	RD	$550.00	0.17	$93.50
06/05/2026	Proposal - Division 1: working on sale process	NL	$450.00	0.90	$405.00
06/05/2026	Proposal - Division 1: Email exchanges.	RD	$550.00	0.06	$33.00
06/05/2026	Proposal - Division 1: Call with Naomi L. and Yuvraj V. Complete and sign VDR contract and email to service provider.	RD	$550.00	0.79	$434.50
06/05/2026	Proposal - Division 1: Call with Rahn and Naomi to discuss further steps.	YV	$350.00	0.50	$175.00
06/08/2026	Proposal - Division 1: Review black lined CA and email Naomi L.	RD	$550.00	0.07	$38.50
06/08/2026	Proposal - Division 1: Call with Rafic S. Email exchanges with management.	RD	$550.00	0.57	$313.50
06/08/2026	Proposal - Division 1: sales process update, monitoring	NL	$450.00	0.32	$144.00
06/08/2026	Proposal - Division 1: Review datasite. Email exchange with	RD	$550.00	0.57	$313.50

	Naomi L.				
06/08/2026	Proposal - Division 1: Added documents to data room and spoke to Rafic to add missing inventory aging list. Added members group to VDR.	YV	$350.00	2.70	$945.00
06/08/2026	Proposal - Division 1: Meeting with Datasite team for VDR tutorial	YV	$350.00	0.50	$175.00
06/09/2026	Proposal - Division 1: working on sales process	NL	$450.00	1.30	$585.00
06/09/2026	Proposal - Division 1: Call with Naomi to discuss VDR and missing documents	YV	$350.00	0.75	$262.50
06/09/2026	Proposal - Division 1: Receive inquiry re extension, send FCT fax response. Review dates re NOI and extension. Answer additional inquiry, process change of address for creditor.	BM	$350.00	0.50	$175.00
06/10/2026	Proposal - Division 1: working on sales process	NL	$450.00	0.88	$396.00
06/10/2026	Proposal - Division 1: Call with Naomi L. Review and update website.	RD	$550.00	1.18	$649.00
			Services Subtotal		**$34,965.00**

Disbursements

Date	Description	Rate	Quantity	Total
06/02/2026	Advertising re Asset Sale Listing: Advertisement for sale process in insolvency insider.	$250.00	1.00	$250.00
		Expenses Subtotal		**$250.00**

Name	Title	Hours	Hourly Rate	Total
Rahn Dodick	LIT, CIRP, CPA, President	35.64	$550.00	$19,602.00
Naomi Lieberman	LIT, CIRP, CPA, Senior Manager	20.07	$450.00	$9,031.50
Brenda McKnight	Para Professional	3.9	$350.00	$1,365.00
Yuvraj Vashisht	CPA, Manager	14.19	$350.00	$4,966.50
			Subtotal	**$35,215.00**
			Harmonized Sales Tax (13.0%)	**$4,577.95**
			Total	**$39,792.95**

Statement of Account Summary:

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
11195	06/12/2026	$39,792.95	$0.00	$39,792.95
			Outstanding Balance	**$39,792.95**
			Total Amount Outstanding	**$39,792.95**

Account	Balance
DLI - Bankruptcy Retainer Account Balance	$0.00
Total Account Balance	**$0.00**

Please make all amounts payable to: Dodick Landau Inc.

Harmonized Sales Tax No.: 847378932 RT 0001

Remittance Advice

Checking Information

Send Cheques to:	Dodick Landa Inc. 951 Wilson Avenue, Suite 15L Toronto, ON, M3K 2A7 Attention: Ms. Brenda McKnight (brenda.mcknight@dodick.ca)

Wire Transfer Information

Bank Name/Address:	Beneficiary Bank:	TD Canada Trust 2300 Steeles Ave W, Suite 200, Vaughan, Ontario, Canada
	Intermediary Bank:	Bank of America, New York, NY (U.S. Wires)
Bank ABA/Routing #:	026 009 593	
Name/Account #:	Beneficiary Name: Beneficiary Account: Beneficiary Transit: Bank Code:	Dodick Landau Inc. 5272423 14822 004
SWIFT:	TDOMCATTTOR	

Please include the invoice number 11195 as an additional reference so we may accurately identify and apply your payment.

Please provide adequate payment to cover the wire fees assessed by your financial institution.

DODICK LANDAU

Invoice # 11204
Issued Date: 06/29/2026

Dodick Landau Inc.
951 Wilson Avenue, Suite 15L
Toronto, ON
M3K 2A7
Phone: 416-645-0552
www.dodick.ca

Ecoideas Innovations Inc.

Enclosed please find our statement of account for services rendered in our capacity as Proposal Trustee. The following is a summary of time by staff member.

Client Reference Number: ECO-0326-00254

Date	Description	Name	Hourly Rate	Hours	Total
06/11/2026	Proposal - Division 1: Send Wilbur Packaging NOI information, request current address.	BM	$350.00	0.10	$35.00
06/11/2026	Proposal - Division 1: sales process matters.	RD	$550.00	0.10	$55.00
06/11/2026	Proposal - Division 1: sales process	NL	$450.00	0.10	$45.00
06/11/2026	Proposal - Division 1: Working with Rafik and adding more files to the datasite and following up with other potential canadian buyers	YV	$350.00	3.10	$1,085.00
06/12/2026	Proposal - Division 1: Call with Elroy D. EMail to interim controller. Call with Nick G.	RD	$550.00	0.78	$429.00
06/12/2026	Proposal - Division 1: operational matters	NL	$450.00	0.33	$148.50
06/12/2026	Proposal - Division 1: Calls with Rafic S. Email response to Larry E.	RD	$550.00	0.52	$286.00
06/15/2026	Proposal - Division 1: Receive two emails requesting creditor packages. Send emails with packages and explanatory email.	BM	$350.00	0.40	$140.00
06/15/2026	Proposal - Division 1: sales process	NL	$450.00	0.69	$310.50
06/15/2026	Proposal - Division 1: Email exchanges. Call with Rafic S.	RD	$550.00	0.09	$49.50
06/15/2026	Proposal - Division 1: Call with prospective interim controller.	RD	$550.00	0.20	$110.00
06/15/2026	Proposal - Division 1: Finding potential buyers in US and sending them email	YV	$350.00	2.50	$875.00

06/16/2026	Proposal - Division 1: Review contract controller contract. Email Rafic S. and Elroy D.	RD	$550.00	0.84	$462.00
06/16/2026	Proposal - Division 1: sales process, disbursement review and other banking matters	NL	$450.00	0.50	$225.00
06/16/2026	Proposal - Division 1: Call with Rafic S. re monitoring.	RD	$550.00	0.25	$137.50
06/17/2026	Proposal - Division 1: email exchanges.	RD	$550.00	0.23	$126.50
06/17/2026	Proposal - Division 1: working on sales process, transitioning of accounting function	NL	$450.00	0.13	$58.50
06/17/2026	Proposal - Division 1: Call with management regarding transfer of responsibilities to contract controller.	RD	$550.00	0.30	$165.00
06/18/2026	Proposal - Division 1: sales update	NL	$450.00	1.28	$576.00
06/18/2026	Proposal - Division 1: Call with Naomi L. regarding stalking horse purchasers information requests. Email regarding sales process meeting.	RD	$550.00	0.37	$203.50
06/18/2026	Proposal - Division 1: Call with Naomi L. and Yuvraj V. regarding sales process.	RD	$550.00	0.52	$286.00
06/18/2026	Proposal - Division 1: Reviewed contracts by suppliers and uploaded the documents to datasite	YV	$350.00	1.70	$595.00
06/19/2026	Proposal - Division 1: Call with Rafic S. Discuss with Naomi L. sales process.	RD	$550.00	0.40	$220.00
06/19/2026	Proposal - Division 1: sales process	NL	$450.00	0.67	$301.50
06/22/2026	Proposal - Division 1: review of disbursements and other sales process matters	NL	$450.00	0.86	$387.00
06/22/2026	Proposal - Division 1: Call with management regarding transfer of responsibilities to contract controller. Email exchanges.	RD	$550.00	0.47	$258.50
06/22/2026	Proposal - Division 1: Maintaining user permissions and adding more people to the Datasite	YV	$350.00	1.10	$385.00
06/23/2026	Proposal - Division 1: Call re: CIBC	RD	$550.00	0.12	$66.00
06/23/2026	Proposal - Division 1: call with counsel, re sales process, Court hearing	NL	$450.00	0.16	$72.00
06/24/2026	Proposal - Division 1: Review stalking horse purchasers closing schedule. Emails to Naomi L., Graham P and Yuvraj V.	RD	$550.00	0.69	$379.50
06/24/2026	Proposal - Division 1: Call regarding cash management. Calls with Rafic S. Review adjusted closing documents. Email to Elroy.	RD	$550.00	1.94	$1,067.00
06/24/2026	Proposal - Division 1: sales process	NL	$450.00	1.64	$738.00
06/25/2026	Proposal - Division 1: drafting report to Court	NL	$450.00	1.87	$841.50
06/25/2026	Proposal - Division 1: Respond to creditor inquiring re extension.	BM	$350.00	0.10	$35.00
06/25/2026	Proposal - Division 1: Review priority payables. Review legal	RD	$550.00	0.66	$363.00

	opinion. Call with Naomi L.				
06/25/2026	Proposal - Division 1: Review of sales process report.	RD	$550.00	0.06	$33.00
06/26/2026	Proposal - Division 1: disbursement approvals	NL	$450.00	0.48	$216.00
06/26/2026	Proposal - Division 1: Email exchange with Naomi L. and stalking horse purchaser.	RD	$550.00	0.14	$77.00
06/29/2026	Proposal - Division 1: Review court material. Call with Naomi L.	RD	$550.00	2.70	$1,485.00

Name	Title	Hours	Hourly Rate	Total
Rahn Dodick	LIT, CIRP, CPA, President	11.38	$550.00	$6,259.00
Naomi Lieberman	LIT, CIRP, CPA, Senior Manager	8.71	$450.00	$3,919.50
Brenda McKnight	Para Professional	0.6	$350.00	$210.00
Yuvraj Vashisht	CPA, Manager	8.4	$350.00	$2,940.00
			Subtotal	**$13,328.50**
			Harmonized Sales Tax (13.0%)	**$1,732.71**
			Total	**$15,061.21**

Statement of Account Summary:

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
11204	07/07/2026	$15,061.21	$0.00	$15,061.21
			Outstanding Balance	**$15,061.21**
			Total Amount Outstanding	**$15,061.21**

Account	Balance
DLI - Bankruptcy Retainer Account Balance	$0.00
Total Account Balance	**$0.00**

Please make all amounts payable to: Dodick Landau Inc.

Harmonized Sales Tax No.: 847378932 RT 0001

Remittance Advice

Checking Information

Send Cheques to:	Dodick Landa Inc. 951 Wilson Avenue, Suite 15L Toronto, ON, M3K 2A7 Attention: Ms. Brenda McKnight (brenda.mcknight@dodick.ca)

Wire Transfer Information

Bank Name/Address:	Beneficiary Bank:	TD Canada Trust 2300 Steeles Ave W, Suite 200, Vaughan, Ontario, Canada
	Intermediary Bank:	Bank of America, New York, NY (U.S. Wires)
Bank ABA/Routing #:	026 009 593	
Name/Account #:	Beneficiary Name: Beneficiary Account: Beneficiary Transit: Bank Code:	Dodick Landau Inc. 5272423 14822 004
SWIFT:	TDOMCATTTOR	

Please include the invoice number 11204 as an additional reference so we may accurately identify and apply your payment.

Please provide adequate payment to cover the wire fees assessed by your financial institution.

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ECOIDEAS INNOVATIONS INC. OF THE CITY OF NEWMARKET, IN THE PROVINCE OF ONTARIO

Court File No. 31-3354672
Estate No. 31-3354672

ONTARIO
SUPERIOR COURT OF JUSTICE
[COMMERCIAL LIST]

Proceedings commenced at **TORONTO**

THIRD REPORT OF THE PROPOSAL TRUSTEE

DODICK LANDAU INC.
951 Wilson Avenue, Suite 15L
Toronto, Ontario, M3K 2A7

Rahn Dodick
Tel: (416) 645-0552
Fax: (866) 874-1791
Email: rahn.dodick@dodick.ca

The Proposal Trustee, Dodick Landau Inc.

Third Report of the Proposal Trustee

Final Audit Report 2026-07-02

Created:	2026-07-02
By:	Talya Psek (talya.psek@dodick.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAACD4YhC2k7H4E4rMEKAe6QuYI7iE1Ilja

"Third Report of the Proposal Trustee" History

Document created by Talya Psek (talya.psek@dodick.ca)
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2026-07-02 - 7:44:29 PM GMT

Email viewed by Rahn Dodick (rahn.dodick@dodick.ca)
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Document e-signed by Rahn Dodick (rahn.dodick@dodick.ca)
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