

**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**

Court No.: 31-3268936
Estate No.: 31-3268936

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF IOVATE
HEALTH SCIENCES INTERNATIONAL INC.**

Court No.: 31-3268942
Estate No.: 31-3268942

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF IOVATE
HEALTH SCIENCES U.S.A. INC.**

Court No.: 31-3268971
Estate No.: 31-3268971

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
NORTHERN INNOVATIONS HOLDING CORP.**

**MOTION RECORD OF
IOVATE HEALTH SCIENCES INTERNATIONAL INC., IOVATE HEALTH SCIENCES U.S.A.
INC., AND NORTHERN INNOVATIONS HOLDING CORP.
(Returnable September 9, 2025)**

September 6, 2025

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(as at September 5, 2025)

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TAB 1

**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**

Court No.: 31-3268936
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**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
IOVATE HEALTH SCIENCES INTERNATIONAL INC.**

Court No.: 31-3268942
Estate No.: 31-3268942

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
IOVATE HEALTH SCIENCES U.S.A. INC.**

Court No.: 31-3268971
Estate No.: 31-3268971

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
NORTHERN INNOVATIONS HOLDING CORP.**

**NOTICE OF MOTION
(Returnable September 9, 2025)**

Iovate Health Sciences International Inc. ("**Iovate International**"), Iovate Health Sciences U.S.A. Inc. ("**Iovate USA**"), and Northern Innovations Holding Corp. ("**Northern Innovations**", and together with Iovate International and Iovate USA, the "**Iovate Entities**") will make a motion to a judge presiding over the Ontario Superior Court of Justice, Commercial List (the "**Court**") on Tuesday, September 9, 2025 or as soon after that time as the motion can be heard.

THE PROPOSED METHOD OF HEARING:

- ☐ In writing under subrule 37.12.1 (1) because it is (insert one of on consent, unopposed or made without notice);
- ☐ In writing as an opposed motion under subrule 37.12.1 (4);
- ☐ In person;
- ☐ By telephone conference;
- X BY VIDEO CONFERENCE**
Videoconference link to be posted on the Court's Case Centre portal for this matter.

THE MOTION IS FOR:

1. An order:
 - (a) abridging the time for service of this notice of motion and the motion record so that the motion is properly returnable on September 9, 2025;
 - (b) approving an administrative consolidation of the proposal proceedings of the Iovate Entities (collectively, the "**Proposal Proceedings**") under one title of proceeding;
 - (c) ordering that KSV Restructuring Inc., in its capacity as proposal trustee of the Iovate Entities (the "**Proposal Trustee**"), may administer the Proposal Proceedings on a consolidated basis for the purpose of carrying out its administrative duties and responsibilities as proposal trustee;
 - (d) authorizing and empowering Iovate International to act as a foreign representative of the Proposal Proceedings (the "**Foreign Representative**") for the purpose of having the Proposal Proceedings recognized in a jurisdiction outside of Canada;
 - (e) authorizing Iovate International, as Foreign Representative, to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C. §§ 101-1330, as amended (the "**United States**

Bankruptcy Code") and any other provision of the *United States Bankruptcy Code*; and

2. Such further and other relief as counsel may request and that this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

1. On September 5, 2025, Iovate International, Iovate USA, and Northern Innovations each filed a Notice of Intention to Make a Proposal ("**NOI**") pursuant to section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"). KSV Restructuring Inc. was appointed as the proposal trustee (the "**Proposal Trustee**") in the Proposal Proceedings.

2. The Iovate Entities are part of a group of companies (the "**Iovate Group**") engaged in the development, production and sale of health and nutrition products in Canada, the United States, and internationally. The Iovate Group's key brands include MuscleTech™, Hydroxycut™, Six Star®, and Purely Inspired®, which are sold in over 90 countries worldwide.

3. The Iovate Group manufactures and distributes its products through third-party co-manufacturers and a network of international distribution partners. Its products are shipped from facilities in Canada, the United States, Belgium, and Australia, and sold through retail, online, and distributor channels globally.

4. The Iovate Group leases its head office at 381 North Service Road West, Oakville, Ontario (the "**Oakville Head Office**"), which serves as the base of its executive management.

5. Iovate International was continued under the *Business Corporations Act*, RSO 1990, c B.16 (the "**OBCA**") on April 13, 2021. It serves as the principal Canadian operating entity of the Iovate Group.
6. Iovate USA, incorporated under the laws of Delaware, conducts the Iovate Group's United States operations and wholly owns certain Delaware limited liability companies. Iovate USA maintains customer relationships in the United States and is responsible for overseeing third-party logistics operations relating to the storage, fulfillment, and distribution of the Iovate Group's products in that market.
7. Northern Innovations, incorporated under the OBCA on April 1, 2021, holds the Iovate Group's intellectual property portfolio, including trademarks and patents licensed to the operating companies.
8. Iovate International employs approximately 165 people in Canada and 2 people in the United Kingdom. Iovate USA employs approximately 11 people in the United States.
9. The Iovate Entities are highly integrated. All members of the Iovate Entities' senior management are located at the Oakville Head Office, from which the Iovate Group's domestic and international operations are directed, including finance, supply chain, product management, and administrative functions.
10. Iovate International and Iovate USA are currently jointly and severally liable under a judgement in favour of Orgain, Inc. ("**Orgain**") in the amount of USD \$12.5 million (the "**Amended Judgement**"), which Orgain has sought to enforce through garnishments against major customers, including Walmart Inc.

11. Orgain has a pending application for recognition of the Amended Judgement in the Ontario Superior Court of Justice.

12. The Iovate Entities also are in default under their syndicated credit agreement, with approximately USD \$115,785,488 owing to their lenders (the "**Lenders**") as of August 31, 2025.

13. On August 27, 2025, the Lenders issued demand letters requiring immediate repayment and delivered notices of intention to enforce security, citing prejudice to their collateral as a result of Orgain's enforcement efforts.

14. The Lenders also advised that they were considering commencing creditor-driven proceedings under the *Companies' Creditors Arrangement Act* absent an insolvency filing by the Iovate Entities.

15. In the circumstances, the Iovate Entities determined that it was necessary to commence the Proposal Proceedings under the *BIA* to stabilize operations and pursue an orderly restructuring under Court supervision.

16. The Iovate Entities seek an order administratively consolidating the Proposal Proceedings to avoid multiplicity of proceedings, unnecessary costs, and the need to file three sets of motion materials.

17. The Iovate Entities seek an order appointing Iovate International as the Foreign Representative of the Proposal Proceedings for the purpose of commencing proceedings under Chapter 15 of the *United States Bankruptcy Code* to recognize and enforce the Proposal Proceedings in the United States. This relief is necessary to protect the restructuring from prejudicial actions in the United States.

18. The Chapter 15 proceedings are also intended to halt Orgain's enforcement of the Amended Judgment which, if continued, may materially disrupt the Iovate Entities' cash flow, impair their relationships with key customers, and jeopardize the stability of their operations.

19. The facts and circumstances set out in the Affidavit of Wesley Parris sworn September 6, 2025 (the "**Parris Affidavit**").

20. Sections 279 and 280 of the *BIA*;

21. Rules 1.04, 1.05, 2.01, 2.03 and 37 of the *Rules of Civil Procedure* (Ontario); and

22. Such other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Parris Affidavit; and
2. Such other material as counsel may advise and this Honourable Court may permit.

September 6, 2025

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IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF IOVATE HEALTH SCIENCES INTERNATIONAL INC.

Court No.: 31-3268936
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IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF IOVATE HEALTH SCIENCES U.S.A. INC.

Court No.: 31-3268942
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IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF NORTHERN INNOVATIONS HOLDING CORP.

Court No.: 31-3268971
Estate No.: 31-3268971

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced at TORONTO

**NOTICE OF MOTION OF
IOVATE HEALTH SCIENCES INTERNATIONAL INC.,
IOVATE HEALTH SCIENCES U.S.A. INC., AND
NORTHERN INNOVATIONS HOLDING CORP.**

(Returnable September 9, 2025)

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Lawyers for the Iovate Entities

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C.,
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Court No.: 31-3268971
Estate No.: 31-3268971

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
NORTHERN INNOVATIONS HOLDING CORP.**

**AFFIDAVIT OF WESLEY PARRIS
(sworn September 6, 2025)**

I, **WESLEY PARRIS**, of the City of Oakville in the Province of Ontario, **MAKE OATH
AND SAY:**

1. I am the Chief Executive Officer of Iovate Health Sciences International Inc. ("**Iovate International**"), Iovate Health Sciences U.S.A. Inc. ("**Iovate USA**") and Northern Innovations Holding Corp. ("**Northern Innovations**") and together with Iovate International and Iovate USA, the "**Iovate Entities**"). Since my appointment as Chief Executive Officer on April 29, 2024, I have had primary responsibility for the direction of the Iovate Entities' corporate, management and

strategic functions. As such, I have personal knowledge of the matters to which I hereinafter depose. Where information contained in this affidavit is based on information I have received from other sources, I have stated the source of that information, and in all such cases I believe that information to be true.

2. On September 5, 2025, Iovate International, Iovate USA and Northern Innovations each filed a Notice of Intention to Make a Proposal ("**NOI**") pursuant to section 50.4 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended. KSV Restructuring Inc. ("**KSV**") was appointed as the Iovate Entities' proposal trustee (the "**Proposal Trustee**"). Copies of the NOIs are attached hereto and marked as **Exhibit "A"**.

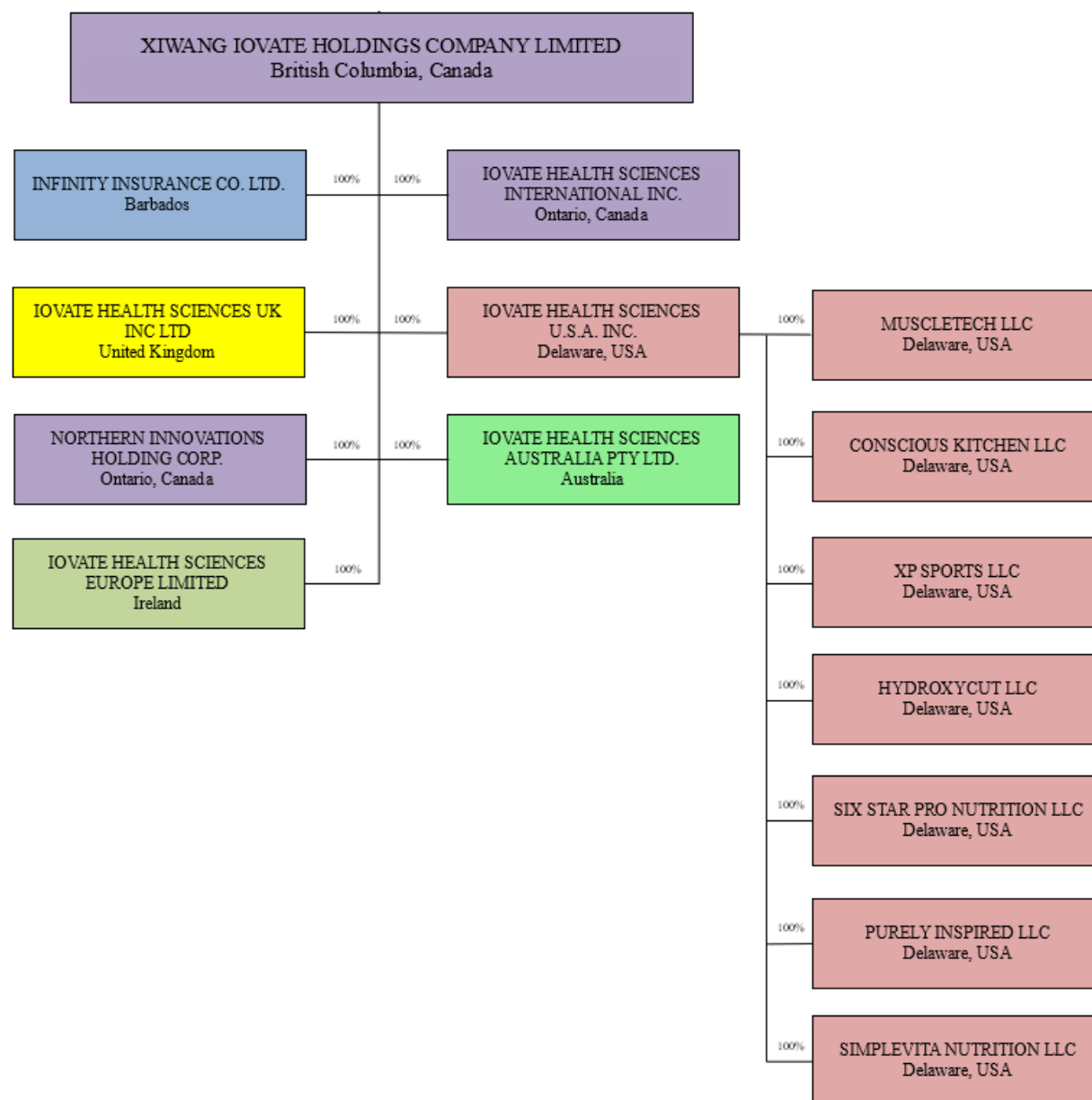
3. This affidavit is made in support of a motion by the Iovate Entities for an order, among other things:

- (a) approving an administrative consolidation of the proposal proceedings of the Iovate Entities (collectively, the "**Proposal Proceedings**") under one title of proceeding;
- (b) authorizing and empowering Iovate International to act as a foreign representative of the Proposal Proceedings (the "**Foreign Representative**") for the purpose of having the Proposal Proceedings recognized in a jurisdiction outside of Canada; and
- (c) authorizing Iovate International, as Foreign Representative, to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*.

I. IOVATE GROUP CORPORATE STRUCTURE

4. The Iovate Entities are members of a corporate group (collectively, the "**Iovate Group**") engaged in the business of developing, producing and selling a range of health and nutrition

products in Canada, the United States, and internationally. An extract of the Iovate Group's corporate structure is reproduced below:



5. Xiwang Iovate Holdings Company Limited ("**Xiwang Iovate**") was incorporated under the *Business Corporations Act*, SBC 2002, c 57 (the "**BCBCA**") on August 3, 2016. Its registered office is located in Vancouver, British Columbia. Xiwang Iovate directly owns all of the issued and outstanding shares of Iovate International, Iovate USA, and Northern Innovations.

6. The Iovate Group leases its corporate office facilities located at 381 North Service Road West, Oakville, Ontario (the "**Oakville Head Office**"), which serves as the base of the Iovate Group's executive management.

II. THE IOVATE ENTITIES

7. The only entities within the Iovate Group that have commenced the Proposal Proceedings are Iovate International, Iovate USA, and Northern Innovations.

A. Iovate International

8. Iovate International was continued under the *Business Corporations Act*, RSO 1990, c B.16 (the "**OBCA**") by articles of continuance dated April 13, 2021. Its registered office is located at the Oakville Head Office. A copy of the Corporate Profile Report for Iovate International is attached hereto as **Exhibit "B"**.

9. Iovate International was continued into Ontario following an amalgamation under the *Business Corporations Act* (British Columbia) of Iovate Health Sciences International Inc. and Xiwang Iovate Health Science International Inc. Iovate International serves as the principal Canadian operating entity of the Iovate Group.

B. Iovate USA

10. The Iovate Group conducts its United States operations through Iovate USA, a corporation incorporated under the laws of the State of Delaware. Its registered office is located in Wilmington, Delaware. Iovate USA was incorporated as MT Sales (U.S.) Inc. but changed its name to Iovate Health Sciences U.S.A. Inc. on April 5, 2004. Iovate USA maintains customer relationships in the

United States and is responsible for overseeing third-party logistics operations relating to the storage, fulfillment, and distribution of the Iovate Group's products in that market. Copies of the Certificate of Incorporation of MT Sales (U.S.) Inc. and the Certificate of Amendment of the Certificate of Incorporation are collectively attached hereto as **Exhibit "C"**.

11. Iovate USA wholly owns the following Delaware limited liability companies: Muscletech LLC ("**Muscletech**"), Conscious Kitchen LLC ("**Conscious Kitchen**"), XP Sports LLC ("**XP Sports**"), Hydroxycut LLC ("**Hydroxycut**"), Six Star Pro Nutrition LLC ("**Six Star**"), Purely Inspired LLC ("**Purely Inspired**"), and Simplevita Nutrition LLC ("**Simplevita**", and together with Muscletech, Conscious Kitchen, XP Sports, Hydroxycut, Six Star, and Purely Inspired, the "**Delaware Subsidiaries**").

C. Northern Innovations

12. Northern Innovations was incorporated under the OBCA by articles of incorporation dated April 1, 2021. Its registered office is located at the Oakville Head Office. A copy of the Corporate Profile Report for Northern Innovations is attached hereto as **Exhibit "D"**.

13. Northern Innovations holds the Iovate Group's intellectual property portfolio. It holds the trademarks and patents associated with each of the Iovate Group's key brands, including MuscleTech™, Hydroxycut™, Six Star® and Purely Inspired®, and licenses the rights to use those trademarks to Iovate International and Iovate USA. The preservation of these rights is integral to maintaining the Iovate Group's brand equity and enterprise value.

III. BUSINESS OF THE IOVATE GROUP

14. The Iovate Group is an established and diversified Canadian-based health and wellness business with a portfolio of leading brands in the performance nutrition and weight management categories. Its products are available in various forms, including powders, capsules, tablets, sachets, chews, softgels and gummies. The Iovate Group's brands have been sold for approximately 30 years and are currently distributed in over 90 countries worldwide.

15. The Iovate Group manufactures and distributes its products through third-party co-manufacturers and a network of domestic and international distribution partners. Its products are shipped from facilities in Canada, the United States, Belgium, and Australia, and are sold through retail, online, and distributor channels globally.

16. Iovate International employs approximately 165 people in Canada, and 2 people in the United Kingdom. The majority of Iovate International's employees are located in Ontario.

17. Iovate USA employs approximately 11 people in the United States.

18. Northern Innovations does not have any employees.

19. None of the Iovate Entities' employees are unionized and the Iovate Entities do not sponsor a pension plan, although employees in Canada and the United States participate in group benefit plans.

20. The Iovate Entities are highly integrated. All members of Iovate Entities' senior management are located at the Oakville Head Office. The executive management of the Iovate Group's domestic and international operations are directed from the Oakville Head Office, where

finance, accounting, IT, research and development, marketing, and administrative teams operate exclusively, overseeing all financial reporting, banking relationships, technology systems, and corporate strategy. The supply chain and product management functions—including vendor relations, procurement, and product development—are likewise directed from the Oakville Head Office.

IV. EVENTS LEADING TO THE PROPOSAL PROCEEDINGS

A. Defaults under the Credit Agreement

21. Iovate International entered into an amended and restated credit agreement dated June 30, 2021 (as amended, the "**Credit Agreement**"), with HSBC Bank Canada (now Royal Bank of Canada ("**RBC**")), as administrative agent (in such capacity, the "**Administrative Agent**"), and HSBC Bank Canada, the Toronto-Dominion Bank, Bank of China (Canada), Bank of Montreal, National Bank of Canada, Canadian Western Bank, and the Bank of Nova Scotia, as syndicated lenders (together, the "**Lenders**"). The Credit Agreement has been amended ten times, most recently by an amendment dated February 28, 2025 ("**Amending Agreement No. 10**"). The Credit Agreement provides for a revolving credit facility and a term loan facility (together, the "**Credit Facilities**").

22. As security for the obligations under the Credit Agreement, the Iovate Entities and related affiliates granted the Lenders a comprehensive security package. This included, among other things: (i) a multi-party Group Guarantee by Iovate International, Iovate USA, Northern Innovations and certain of their affiliates; (ii) a general security agreement granted by Iovate International, Iovate USA, Northern Innovations and certain of their affiliates creating a first-priority lien over all present and after-acquired real and personal property; (iii) security agreements

and pledges from Iovate USA; and (iv) specific security over intellectual property, including trademarks and patents held by Northern Innovations.

23. On July 8, 2024, Iovate International, the Administrative Agent and the Lenders entered into a default agreement (as amended, the "**Default Agreement**") following Iovate International's failure to make a scheduled principal payment of approximately USD \$3.27 million that had become due on June 30, 2024. The Default Agreement did not constitute a waiver of the default under the Credit Agreement but confirmed that the Lenders reserved all of their rights and remedies under the Credit Agreement and related security documents.

24. Iovate International, the Administrative Agent and the Lenders entered into forbearance agreement dated September 24, 2024, which forbearance agreement was subsequently amended a number of times, including pursuant to Amending Agreement No. 10 in February 2025 (as amended from time to time, collectively, the "**Forbearance Agreement**"). Iovate International is in default under the Forbearance Agreement.

25. As of August 31, 2025, approximately USD \$100,606,023 of principal was owing under the term loan facility, USD \$14,000,000 was owing under the revolving loan facility, and an additional USD \$1,179,465 of default interest had accrued month-to-date for a total amount owing of USD \$115,785,488.

B. Orgain Litigation

26. The Iovate Entities are parties to various litigation proceedings in Canada and the United States, both as plaintiffs and as defendants. The most significant of these is litigation brought by Orgain, Inc. ("**Orgain**") in the United States District Court of Central District of California.

27. On April 17, 2024, judgment was granted in favour of Orgain in the amount of USD \$10,035,481 in damages, together with costs. The parties subsequently entered into settlement negotiations, which resulted in a May 3, 2024 agreement in principle regarding the settlement terms. However, disputes later arose regarding whether a binding settlement had been reached.

28. On August 30, 2024, Orgain brought a motion to enforce the settlement agreement. The District Court of California granted that motion and, on November 17, 2024, issued an Amended Judgment awarding Orgain USD \$12,500,000 in satisfaction of its claims (the "**Amended Judgment**"). Iovate International and Iovate USA are jointly and severally liable for payment of that award. A copy of the Amended Judgment is attached hereto as **Exhibit "E"**.

29. Orgain has a pending application for recognition of the Amended Judgment in the Ontario Superior Court of Justice.

30. Orgain has since sought to enforce the Amended Judgment against the Iovate Entities by garnishing receivables from certain of the Iovate Entities' major customers, including Walmart Inc., GNC, and Vitamin Shoppe.

31. In particular, on June 27, 2025, Orgain obtained a writ of garnishment against Walmart Inc. The garnishment, which was subsequently served on Walmart Inc. by Orgain, has caused Walmart Inc. to withhold payment of approximately \$8 million which is required by the Iovate Entities for working capital.

32. On August 25, 2025, Iovate International and Iovate USA were unsuccessful in obtaining an order of the Circuit Court of Benton County, Arkansas (the "**Arkansas Court**") quashing Orgain's writ of garnishment issued to Walmart Inc.

C. Lenders Demand Payment

33. On August 27, 2025, the Iovate Entities received letters from the Lenders (the "**Demand Letters**") which stated that several Events of Default under the Credit Agreement had occurred, demanded immediate repayment of the outstanding indebtedness under the Credit Agreement, and delivered notices of intention to enforce security under Section 244 of the BIA. Copies of the Demand Letters are attached hereto as **Exhibit "F"**.

34. In the Demand Letters, the Lenders stated that, as a result of the Arkansas Court's refusal to quash the writ, they had concluded that their collateral is, or may be, prejudiced to the full extent of the amount of the Orgain writ. The Lenders advised that such diminution of their collateral, and the resulting prejudice to their recoveries, was fundamentally untenable.

35. In the weeks leading up to the filing of the notices of intention to make a proposal by the Iovate Entities, the Lenders made it clear to the Iovate Entities that a restructuring filing was necessary. Furthermore, Lenders' counsel advised that the Lenders were actively considering initiating creditor-driven proceedings under the *Companies' Creditors Arrangements Act* ("**CCAA**") if the Iovate Entities did not act promptly.

36. Following extensive discussion with key stakeholders, the Iovate Entities determined that it was in the best interests of their stakeholders to commence the Proposal Proceedings under the BIA to pursue an orderly restructuring under the supervision of this Court, and to seek recognition thereof in the United States. The Proposal Proceedings provided the Iovate Entities with a stay of proceedings that is necessary to preserve the Iovate Entities' enterprise value, protect their

relationships with key customers, and allow for the development of a restructuring proposal for the benefit of all stakeholders.

V. RELIEF SOUGHT

A. Administrative Consolidation

37. The Iovate Entities seek an order administratively consolidating the Proposal Proceedings. The Iovate Entities are all part of a single business enterprise. They share the same management, back-office and other administrative functions. The operations of the Iovate Entities are highly integrated. The Iovate Entities also share the same senior secured creditors and their Proposal Proceedings are largely driven by the same facts.

38. This relief sought by the Iovate Entities is necessary to avoid multiplicity of proceedings, unnecessary costs and having to file three sets of motion materials. There is no request being made to substantively consolidate the Iovate Entities such that they will be treated as a single entity. All that is being requested is a procedural consolidation of the Proposal Proceedings.

B. Appointment of the Foreign Representative

39. The Iovate Entities seek an order appointing Iovate International as the Foreign Representative of the Proposal Proceedings for the purpose of commencing proceedings under Chapter 15 of the *United States Bankruptcy Code* to recognize and enforce the Proposal Proceedings, including the stay of proceedings in effect thereunder, in the United States. This relief is necessary as there is a material risk that parties in the United States may take steps against the Iovate Entities that will cause harm to the Iovate Entities' restructuring efforts.


40. In particular, commencing proceedings under Chapter 15 of the *United States Bankruptcy Code* to recognize and enforce the Proposal Proceedings is necessary to halt Orgain's enforcement of the Amended Judgment. Absent such stay of proceedings, continued enforcement efforts by Orgain are expected to materially disrupt the Iovate Entities' cash flow, impair their relationships with key customers, and jeopardize the stability of their business operations.

41. I swear this affidavit in support of the Iovate Entity's motion for the relief set out in paragraph 3 of this Affidavit and for no other or improper purpose.

SWORN BEFORE ME over videoconference on this 6th day of September, 2025. The affiant was located in the Town of Southbury in the State of Connecticut, United States of America, and the commissioner was located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance O. Reg. 431/20, Administering Oath or Declaration Remotely



DANISH AFROZ
Commissioner for Taking Affidavits
(or as may be)

DocuSigned by:

E4D24112FEB2427...

WESLEY PARRIS

***THIS IS EXHIBIT "A" TO THE
AFFIDAVIT OF WESLEY PARRIS
SWORN BEFORE ME THIS 5TH
DAY OF SEPTEMBER, 2025***

A handwritten signature in blue ink, consisting of a stylized 'W' followed by a horizontal stroke.

A Commissioner Etc.



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of: Ontario
Division No.: 09 - Toronto
Court No.: 31-3268936
Estate No.: 31-3268936

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

Iovate Health Sciences International Inc.

Insolvent Person

KSV RESTRUCTURING INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

September 05, 2025

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

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

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

Date: September 05, 2025, 14:39

E-File/Dépôt Electronique

Official Receiver

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

Canada



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of: Ontario
Division No.: 09 - Toronto
Court No.: 31-3268942
Estate No.: 31-3268942

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

Iovate Health Sciences U.S.A. Inc.

Insolvent Person

KSV RESTRUCTURING INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

September 05, 2025

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

-- AMENDED --

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

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

Date: September 05, 2025, 17:05

E-File/Dépôt Electronique

Official Receiver

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

Canada



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of: Ontario
Division No.: 09 - Toronto
Court No.: 31-3268971
Estate No.: 31-3268971

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

Northern Innovations Holding Corp.

Insolvent Person

KSV RESTRUCTURING INC.

Licensed Insolvency Trustee

Date of the Notice of Intention:

September 05, 2025

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

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

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

Date: September 05, 2025, 15:09

E-File/Dépôt Electronique

Official Receiver

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

Canada

***THIS IS EXHIBIT "B" TO THE
AFFIDAVIT OF WESLEY PARRIS
SWORN BEFORE ME THIS 5TH
DAY OF SEPTEMBER, 2025***

A handwritten signature in blue ink, consisting of a stylized 'W' followed by a horizontal line and a small loop.

A Commissioner Etc.



Profile Report

IOVATE HEALTH SCIENCES INTERNATIONAL INC. as of August 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	IOVATE HEALTH SCIENCES INTERNATIONAL INC.
Ontario Corporation Number (OCN)	5047737
Governing Jurisdiction	Canada - Ontario
Former Jurisdiction	Canada - British Columbia
Status	Active
Date of Incorporation/Amalgamation	April 01, 2021
Date of Continuance	April 13, 2021
Registered or Head Office Address	381 North Service Road West, Oakville, Ontario, L6M 0H4, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors 1
Maximum Number of Directors 10

Active Director(s)

Name XIYAO MICHAEL LIU
Address for Service 381 North Service Road West, Oakville, Ontario, L6M 0H4, Canada
Resident Canadian Yes
Date Began November 11, 2021

Name DI WANG
Address for Service 171 Xiwang Village Zouping County, Handian Town, Shandong, 256209, China
Resident Canadian No
Date Began April 01, 2021

Name JIAQI ZHENG
Address for Service 5 Level 1 Building 16 Tianlun North Lane Community, Beijing, Fengtai District, 100054, China
Resident Canadian No
Date Began April 01, 2021

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name	XIYAO MICHAEL LIU
Position	Other (untitled)
Address for Service	381 North Service Road West, Oakville, Ontario, L6M 0H4, Canada
Date Began	April 01, 2021

Name	TANYA MISTRY
Position	Other (untitled)
Address for Service	381 North Service Road West, Oakville, Ontario, L6M 0H4, Canada
Date Began	April 29, 2022

Name	WESLEY PARRIS
Position	Chief Executive Officer
Address for Service	381 North Service Road West, Oakville, Ontario, L6M0H4, Canada
Date Began	April 29, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Corporate Name History

Name

Effective Date

IOVATE HEALTH SCIENCES INTERNATIONAL INC.

April 13, 2021

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Amalgamating Corporations

Corporation Name

Ontario Corporation Number

IOVATE HEALTH SCIENCES INTERNATIONAL INC.

1986783

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Document List

Filing Name	Effective Date
Annual Return - 2025 PAF: JO-ANN HEIKKILA	January 31, 2025
Annual Return - 2024 PAF: JO-ANN HEIKKILA	January 31, 2025
Archive Document Package	September 05, 2024
CIA - Notice of Change PAF: JO-ANN HEIKKILA	June 13, 2024
Annual Return - 2023 PAF: JO-ANN HEIKKILA	March 23, 2023
Annual Return - 2022 PAF: Jo-Ann HEIKKILA	October 04, 2022
CIA - Notice of Change PAF: Jo-Ann HEIKKILA	August 18, 2022
CIA - Notice of Change PAF: Jo-Ann HEIKKILA	April 18, 2022
CIA - Notice of Change PAF: Jo-Ann HEIKKILA	March 10, 2022
BCA - Articles of Amendment	December 17, 2021
CIA - Initial Return PAF: JO-ANN HEIKKILA - OTHER	April 30, 2021
BCA - Articles of Continuance	April 13, 2021
CIA - Initial Return PAF: JO-ANN HEIKKILA - OTHER	April 13, 2021

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

***THIS IS EXHIBIT "C" TO THE
AFFIDAVIT OF WESLEY PARRIS
SWORN BEFORE ME THIS 5TH
DAY OF SEPTEMBER, 2025***

A handwritten signature in blue ink, consisting of a stylized 'P' followed by a horizontal line and a small flourish.

A Commissioner Etc.

Delaware

The First State

Page 1

*I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE
STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND
CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "IOVATE HEALTH
SCIENCES U.S.A. INC." AS RECEIVED AND FILED IN THIS OFFICE.*

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

*CERTIFICATE OF INCORPORATION, FILED THE TWENTY-THIRD DAY OF
DECEMBER, A.D. 2003, AT 1:15 O`CLOCK P.M.*

*CERTIFICATE OF MERGER, FILED THE SECOND DAY OF APRIL, A.D.
2004, AT 8:35 O`CLOCK A.M.*

*CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "MT SALES
(U.S.), INC." TO "IOVATE HEALTH SCIENCES U.S.A. INC.", FILED THE
FIFTH DAY OF APRIL, A.D. 2004, AT 9:31 O`CLOCK A.M.*

*CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE SEVENTH
DAY OF JANUARY, A.D. 2010, AT 9:45 O`CLOCK A.M.*

*CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE
NINETEENTH DAY OF NOVEMBER, A.D. 2015, AT 9:37 O`CLOCK P.M.*



C. P. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

3744671 8100H
SR# 20253760592

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204551499
Date: 08-22-25

Delaware

The First State

Page 2

*AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID
CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE
AFORESAID CORPORATION, "IOVATE HEALTH SCIENCES U.S.A. INC.".*



3744671 8100H
SR# 20253760592

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, reading "C. P. Sanchez", written in a cursive style.

Charuni Patibanda-Sanchez, Secretary of State

Authentication: 204551499
Date: 08-22-25

CERTIFICATE OF INCORPORATION
OF
MT SALES (U.S.), INC.

FIRST. - The name of the corporation is MT Sales (U.S.), Inc. (the "Corporation").

SECOND. - The registered office of the Corporation in the State of Delaware is to be located at 32 Loockerman Square, Dover, Delaware 19904 in the County of Kent. The registered agent at this address is Capitol Corporate Services, Inc.

THIRD. - The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. - The aggregate number of shares of stock which the Corporation shall have the authority to issue is **One Hundred (100)** shares of common stock with a par value of \$.001 per share.

FIFTH. - The name and mailing address of the incorporator is Ann Marie Bruski, One Liberty Place, Philadelphia, Pennsylvania 19103-7396.

SIXTH. - The Corporation shall have perpetual existence.

SEVENTH. - A director of the Corporation shall not be personally liable to the Corporation or to its stockholders for monetary damages for breach of fiduciary duty as a director except for liability to the extent provided by applicable law (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders; or (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (iii) under Section 174 of the General Corporation Law of the State of Delaware; or (iv) for any transaction from which the director derived an improper personal benefit. In discharging the duties of their respective positions, the Board of Directors, committees of the Board, individual directors and individual officers may, in considering the best interests of the Corporation, consider the effects of any action upon employees, suppliers and customers of the Corporation, communities in which offices or other establishments of the Corporation are located, and all other pertinent factors.

EIGHTH. - The directors of the Corporation shall have the power to make and to alter or amend the By-Laws; to fix the amount to be reserved as working capital; and to authorize and cause to be executed, mortgages and liens, without limit as to the amount, upon the property and franchise of the Corporation.

The By-Laws shall determine whether and to what extent the accounts and books of the Corporation, or any of them, shall be open to the inspection of the stockholders. No stockholder shall have any right of inspecting any account, book, or document of the Corporation, except as conferred by law or the By-Laws of the Corporation, or by resolution of the stockholders.

NINTH. - The stockholders and directors shall have the power to hold meetings and keep the books, documents and papers of the Corporation outside the State of Delaware, at such places as may be from time to time designated by the By-Laws of the Corporation or by resolution of the directors, except as otherwise required by the laws of the State of Delaware.

TENTH. - The Corporation shall, to the maximum extent permitted from time to time under the law of the State of Delaware, indemnify and upon request shall advance expenses to any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit, proceeding or claim, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was or has agreed to be a director of the Corporation or while a director is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of any corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against expenses (including attorneys' fees and expenses), judgments, fines, penalties and amounts paid in settlement incurred in connection with the investigation, preparation to defend or defense of such action, suit, proceeding or claim; provided, however, that the foregoing shall not require the Corporation to indemnify or advance expenses to any person in connection with any action, suit, proceeding, claim or counterclaim initiated by or on behalf of such person. Such indemnification shall not be exclusive of other indemnification rights arising under any by-law, agreement, vote of directors or stockholders or otherwise and shall inure to the benefit of the heirs and legal representatives of such person. Any person seeking indemnification under this Article Tenth shall be deemed to have met the standard of conduct required for such indemnification unless the contrary shall be established. Any repeal or modification of the foregoing provisions of this Article Tenth shall not adversely affect any right or protection of a director or officer of the Corporation existing at the time of such repeal or modification.

ELEVENTH. - The election of directors need not be by ballot unless the By-Laws shall so require.

THE UNDERSIGNED, for the purpose of forming a corporation under the laws of the State of Delaware, does make, file and record this Certificate and does certify that the facts herein stated are true and, accordingly, does set forth her hand.

Dated: December 23, 2003


Ann Marie Bruski, Sole Incorporator

PH1\1155072.1

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:35 AM 04/02/2004
FILED 08:35 AM 04/02/2004
SRV 040243150 - 3744671 FILE

CERTIFICATE OF MERGER

OF

SN WAREHOUSING, INC.

AND

MT SALES (U.S.), INC.

It is hereby certified that:

1. The constituent business corporations participating in the merger herein certified are:

(i) SN Warehousing, Inc., which is incorporated under the laws of the State of New York; and

(ii) MT Sales (U.S.), Inc., which is incorporated under the laws of the State of Delaware.

2. A Plan and Agreement of Merger has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent corporations in accordance with the provisions of subsection (c) of Section 252 of the General Corporation Law of the State of Delaware, to wit, by SN Warehousing, Inc. in accordance with the laws of the State of its incorporation and by MT Sales (U.S.), Inc. in the same manner as is provided in Section 251 of the General Corporation Law of the State of Delaware.

3. The name of the surviving corporation in the merger herein certified is MT Sales (U.S.), Inc., which will continue its existence as said surviving corporation under its present name upon the effective date of said merger pursuant to the provisions of the General Corporation Law of the State of Delaware.

4. The Certificate of Incorporation of MT Sales (U.S.), Inc. as now in force and effect, shall continue to be the Certificate of Incorporation of said surviving corporation until amended and changed pursuant to the provisions of the General Corporation Law of the State of Delaware.

5. The executed Plan and Agreement of Merger between the aforesaid constituent corporations is on file at an office of the aforesaid surviving corporation, the address of which is as follows: 7050 Telford Way, Suite 100 Mississauga, ON L5S 1V7, CANADA.

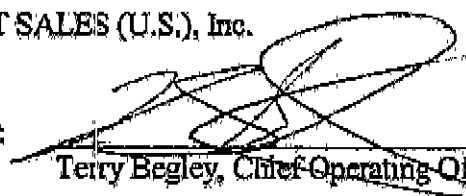
6. A copy of the aforesaid Plan and Agreement of Merger will be furnished by the aforesaid surviving corporation, on request, and without cost, to any stockholder of each of the aforesaid constituent corporations.

7. The authorized capital stock of SN Warehousing, Inc. consists of 20,000 shares of Common Stock with a par value of \$1.00 per share.

Dated: January 21, 2004.

MT SALES (U.S.), Inc.

By:


Terry Begley, Chief Operating Officer

Dated: January 21, 2004.

PHN164234.1

Apr 01 04 04:45p

P.2

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
MT SALES (U.S.), INC.**

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is MT Sales (U.S.), Inc.

2. The certificate of incorporation of the Corporation is hereby amended by striking out Article 1 thereof and by substituting in lieu of said Article the following new Article:

"1. The name of the Corporation is Iovate Health Sciences U.S.A. Inc.
(the "Corporation")."

3. The amendment of the certificate of incorporation herein certified has been duly adopted and written consent has been given in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

Signed on April 5, 2004

MT SALES (U.S.), INC.

By: 
Mary Parniak,
Chief Financial Officer

PH11187642.1

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:31 AM 04/05/2004
FILED 09:31 AM 04/05/2004
SRV 040246709 - 3744671 FILE

**STATE OF DELAWARE
CERTIFICATE OF CHANGE
OF REGISTERED AGENT AND/OR
REGISTERED OFFICE**

The Board of Directors of Iovate Health Sciences U.S.A. Inc.
a Delaware Corporation, on this 6th day of
January, A.D. 2010, do hereby resolve and order that the
location of the Registered Office of this Corporation within this State be, and the
same hereby is 1105 North Market Street, Suite 1300
Street, in the City of Wilmington,
County of New Castle Zip Code 19801.

The name of the Registered Agent therein and in charge thereof upon whom
process against this Corporation may be served, is Wilmington Trust SP
Services, Inc.

The Corporation does hereby certify that the foregoing is a true copy of a
resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be
signed by an authorized officer, the 6th day of January,
A.D., 2010.

By: 

Authorized Officer

Name: Terry Begley

Print or Type

Title: Chief Operating Officer

STATE OF DELAWARE
CERTIFICATE OF CHANGE OF REGISTERED AGENT
AND/OR REGISTERED OFFICE

The corporation organized and existing under the General Corporation Law of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is Iovate Health Sciences U.S.A. Inc.
2. The Registered Office of the corporation in the State of Delaware is changed to
Corporation Trust Center
1209 Orange (street), in the City of Wilmington,
County of New Castle Zip Code 19801. The name of the
Registered Agent at such address upon whom process against this Corporation may be
served is THE CORPORATION TRUST COMPANY
3. The foregoing change to the registered office/agent was adopted by a resolution of
the Board of Directors of the corporation.

By: Tammy Tofteroo
Authorized Officer

Name: Tammy Tofteroo
Print or Type

***THIS IS EXHIBIT "D" TO THE
AFFIDAVIT OF WESLEY PARRIS
SWORN BEFORE ME THIS 5TH
DAY OF SEPTEMBER, 2025***

A handwritten signature in blue ink, consisting of a stylized 'P' followed by a horizontal stroke and a loop.

A Commissioner Etc.



Profile Report

NORTHERN INNOVATIONS HOLDING CORP. as of August 22, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	NORTHERN INNOVATIONS HOLDING CORP.
Ontario Corporation Number (OCN)	5047367
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Amalgamation	April 01, 2021
Registered or Head Office Address	381 North Service Road West, Oakville, Ontario, L6M 0H4, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors 1
Maximum Number of Directors 10

Active Director(s)

Name XIYAO MICHAEL LIU
Address for Service 381 North Service Road West, Oakville, Ontario, L6M 0H4,
Canada
Resident Canadian Yes
Date Began November 11, 2021

Name DI WANG
Address for Service 381 North Service Road West, Oakville, Ontario, L6M 0H4,
Canada
Resident Canadian No
Date Began April 01, 2021

Name JIAQI ZHENG
Address for Service 381 North Service Road West, Oakville, Ontario, L6M 0H4,
Canada
Resident Canadian No
Date Began April 01, 2021

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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Active Officer(s)

Name	TANYA MISTRY
Position	Other (untitled)
Address for Service	381 North Service Road West, Oakville, Ontario, L6M 0H4, Canada
Date Began	April 29, 2022

Name	WESLEY PARRIS
Position	Chief Executive Officer
Address for Service	381 North Service Road West, Oakville, Ontario, L6M0H4, Canada
Date Began	April 29, 2024

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Corporate Name History

Name

Effective Date

NORTHERN INNOVATIONS HOLDING CORP.

June 21, 2021

Previous Name

Effective Date

OLD NORTHERN INNOVATIONS CORP.

April 01, 2021

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

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Director/Registrar

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Amalgamating Corporations

Corporation Name
Ontario Corporation Number

NORTHERN INNOVATIONS HOLDING CORP.
2508304

Corporation Name
Ontario Corporation Number

OLD NORTHERN INNOVATIONS CORP.
1952032

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Director/Registrar

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Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

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V. Quintanilla W.

Director/Registrar

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Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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V. Quintanilla W.

Director/Registrar

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Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: JO-ANN HEIKKILA	January 31, 2025
Annual Return - 2025 PAF: JO-ANN HEIKKILA	January 31, 2025
Annual Return - 2024 PAF: JO-ANN HEIKKILA	January 31, 2025
Archive Document Package	September 05, 2024
CIA - Notice of Change PAF: JO-ANN HEIKKILA	June 13, 2024
Annual Return - 2023 PAF: JO-ANN HEIKKILA	March 23, 2023
Annual Return - 2022 PAF: Jo-Ann HEIKKILA	October 04, 2022
CIA - Notice of Change PAF: Jo-Ann HEIKKILA	August 18, 2022
CIA - Notice of Change PAF: Jo-Ann HEIKKILA	April 19, 2022
CIA - Notice of Change PAF: Jo-Ann HEIKKILA	April 18, 2022
CIA - Notice of Change PAF: Jo-Ann HEIKKILA	February 24, 2022
BCA - Articles of Amendment	June 21, 2021
CIA - Initial Return PAF: JO-ANN HEIKKILA - OTHER	April 30, 2021
BCA - Articles of Amalgamation	April 01, 2021

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

***THIS IS EXHIBIT "E" TO THE
AFFIDAVIT OF WESLEY PARRIS
SWORN BEFORE ME THIS 5TH
DAY OF SEPTEMBER, 2025***



A Commissioner Etc.

1
2
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7
8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10

11 ORGAIN, INC.,

12 Plaintiff,

13 v.

14 IOVATE HEALTH SCIENCES
15 INTERNATIONAL, INC., a Canadian
16 Corporation; IOVATE HEALTH
SCIENCES INTERNATIONAL U.S.A.,
INC., a Delaware Corporation

17 Defendants.
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Case No.: 8:18-CV-01253 JLS (ADSx)

AMENDED JUDGMENT

1 Pursuant to this Court's Order to Enforce Settlement Agreement, IT IS
2 HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- 3 1. Orgain, Inc. is AWARDED \$12,500,000 in satisfaction of Orgain's
4 claims against Iovate. Defendants Iovate Health Sciences International,
5 Inc. and Iovate Health Sciences U.S.A., Inc. are jointly and severally
6 liable for payment of the \$12,500,000 AWARD to Orgain.
7 2. The injunction set forth by the Court in the First Judgment shall remain in
8 effect.

9
10 Dated: November 17, 2024


HON. JOSEPHINE L. STATON
UNITED STATES DISTRICT JUDGE

***THIS IS EXHIBIT "F" TO THE
AFFIDAVIT OF WESLEY PARRIS
SWORN BEFORE ME THIS 5TH
DAY OF SEPTEMBER, 2025***

A handwritten signature in blue ink, consisting of a stylized 'P' followed by a horizontal line and a small flourish.

A Commissioner Etc.



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
199 Bay Street
Suite 4000, Commerce Court West
Toronto ON M5L 1A9 Canada
Tel: 416-863-2400 Fax: 416-863-2653

Chris Burr

Partner

Dir: 416-863-3261

chris.burr@blakes.com

August 27, 2025

VIA E-MAIL & COURIER

Reference: 22043/960

Iovate Health Sciences International Inc.

381 North Service Road West
Oakville, ON L6M 0H4

RE: Indebtedness of Iovate Health Sciences International Inc. and its subsidiaries pursuant to the Credit Agreement (defined below)

RE: Demand for Immediate Repayment

We refer to the amended and restated credit agreement dated as of June 30, 2021 between, inter alios, Iovate Health Sciences International Inc., as borrower (the “**Borrower**”), Royal Bank of Canada (as successor to HSBC Bank Canada by way of amalgamation), as administrative agent (the “**Administrative Agent**”), and the financial institutions party thereto, as lenders (the “**Lenders**”), as amended by amending agreement no.1 dated as of March 31, 2022, by amending agreement no. 2 dated as of April 14, 2022, by amending agreement no. 3 dated as of December 30, 2022, amending agreement no.4 dated as of March 7, 2024, amending agreement no. 5 dated as of March 28, 2024, amending agreement no. 6 dated as of April 30, 2024, amending agreement no. 7 dated as of November 14, 2024, amending agreement no. 8 dated as of December 24, 2024, amending agreement no. 9 dated as of January 31, 2025 and amending agreement no. 10 dated as of February 28, 2025 (collectively, the “**Credit Agreement**”). Capitalized terms used in this letter and not otherwise defined have the meanings set forth in the Credit Agreements.

We are counsel to the Administrative Agent and the Lenders and they have instructed us to send you this letter.

As you are aware, several Events of Default under the Credit Agreement have occurred and are continuing, including the following:

1398-6037-5064.2

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- (i) failure of the Borrower to cause Holdco to maintain a Fixed Charge Coverage Ratio of not less than 1.10x with respect to the period from July 1, 2023 to June 30, 2024 in accordance with Section 5.1(12)(a);
- (ii) failure of the Borrower to cause Holdco to maintain an Adjusted EBITDA of not less than U.S.\$22,349,000 with respect to the period from July 1, 2023 to June 30, 2024 in accordance with Section 5.1(12)(c);
- (iii) the maintenance by certain Credit Parties of bank accounts with affiliates of the former HSBC Bank Canada without a blocked account agreement;
- (iv) pursuant to a warehouse and logistics services agreement dated as of October 17, 2024 between RJW Transport, LLC, RJW Warehouse, LLC and Iovate Health Sciences U.S.A., Inc. a Lien other than a permitted lien was granted in violation of Section 6.1(2);
- (v) writ of execution filed on February 6, 2025 with the United States Court for the Central District of California in violation of Section 7.1(s); and
- (vi) writ of garnishment filed by Orgain to Walmart Inc. dated June 27, 2025 in violation of Section 7.1(s),

(collectively, the “**Specified Events of Default**”).

In addition, on August 25, 2025, the Borrower and Iovate Health Sciences U.S.A. Inc. were unsuccessful in obtaining an order of the Arkansas Court, quashing Orgain’s writ of garnishment issued to Walmart Inc. As a result of this refusal to quash the writ, the Lenders’ collateral is, or may be, prejudiced to the full extent of the amount of the Orgain writ. This material diminution of the Lenders’ collateral, and the direct corresponding prejudice to their potential recoveries from the Borrower, is fundamentally untenable.

To be clear: to the extent that the Agent and the Lenders were exercising their reasonable discretion to forbear from taking enforcement steps in the face of the Specified Events of Default, and instead working with the Borrower and its financial advisors to enable the Borrower to efficiently restructure its business and/or refinance its debt, that forbearance is over.

As a result of the Specified Events of Default, the Lenders have unanimously determined to demand, and hereby do so demand, the immediate repayment of the Secured Liabilities, in the amount of \$115,700,995 as of August 26, 2025, together with all interest, fees and recoverable which will continue to accrue at the default rate of interest after August 26, 2025, until the effective date of repayment and the fees, including professional fees, incurred by the Lenders (collectively, the “**Secured Indebtedness**”).

In connection with the acceleration and demand set out above, we are enclosing notices of intention to enforce security under section 244 of the *Bankruptcy and Insolvency Act*, dated as of the date hereof



(the "**244 Notices**"). Also enclosed are waivers of the notice period prescribed by the 244 Notices, which the Lenders request that you immediately execute and return to the undersigned.

If the Secured Indebtedness is not repaid immediately, the Agent reserves all rights to commence and continue enforcement steps against the Borrower, without further notice, including bringing an emergency application before the Ontario Superior Court of Justice for the appointment of a receiver. Given the urgency created by the failure of the Borrower to have the Arkansas Court quash the Orgain writ, the Lenders reserve the right to bring this receivership application prior to the expiry of the notice periods set out in the 244 Notices.

The Agent and the Lenders reserve all rights and remedies in respect of the Secured Liabilities, the Secured Indebtedness, the Specified Events of Default, the Credit Agreement and all Loan Documents.

Yours truly,

Chris Burr

Cc: H. Chaiton, *Chaitons*
A. Gadia, *KPMG*
T. Mistry, *Xiwan Lovate Holdings Company Limited*
T. Mistry, *Northern Innovations Holding Corp.*
T. Mistry, *Iovate Health Services U.S.A. Inc.*
T. Mistry, *Iovate Health Sciences Australia Pty Ltd.*

NOTICE OF INTENTION TO ENFORCE SECURITY

(Rule 124)

(Section 244 of the Bankruptcy and Insolvency Act)

TO: **Iovate Health Sciences International Inc.**
381 North Service Road West
Oakville, ON L6M 0H4
Attention: Tanya Mistry

Take notice that:

1. The Royal Bank of Canada, in its capacity as administrative agent (the “**Agent**”), a secured creditor, intends to enforce its security on Iovate Health Sciences International Inc.’s (the “**Debtor**”) property described in Schedule “A” hereto.
2. The security that is to be enforced is the:
 - (a) General Security Agreement dated December 21, 2016 granted by, *inter alios*, the Debtor in favour of HSBC Bank Canada (as predecessor in interest to the Agent) (the “**GSA**”);
 - (b) Security Agreement dated December 21, 2016 granted by, *inter alios*, the Debtor in favour of HSBC Bank Canada (as predecessor in interest to the Agent) (the “**US GSA**”);
 - (c) Collateral Leasehold Mortgage dated April 11, 2017 granted by the debtor in favour of HSBC Bank Canada (as predecessor in interest to the Agent) (the “**Mortgage**”), as acknowledged by the Leasehold Mortgage Agreement dated April 11, 2017, among the Debtor, 1554728 Ontario Inc., as landlord, and HSBC Bank Canada (as predecessor in interest to the Agent); and
 - (d) Pledge on Business, dated April 4, 2025 granted by the Debtor in favour of the Agent and the Lenders (the “**Belgian Pledge**”).(collectively, the “**Security**”).
3. The total amount of indebtedness secured by the Security is US\$115,700,995 as of August 26, 2025, together with (a) all expenses and costs of the Agent recoverable under the Security (including solicitor fees) and (b) all interest, costs, fees, expenses, costs, charges and other amounts recoverable under the Security, in each case as may accrue after August 26, 2025.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 27th day of August, 2025.

**ROYAL BANK OF CANADA, as agent, by
its counsel BLAKE, CASSELS &
GRAYDON LLP**

Per: 

Name: Chris Burr

Title: Partner

SCHEDULE “A”

COLLATERAL:

(a)	GSA	<p>With respect to the Debtor, all of the present and future:</p> <ul style="list-style-type: none"> (a) undertaking; (b) Personal Property (other than Excluded CFC Securities but including any Personal Property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Debtor may from time to time provide to the Agent in connection with the GSA); and (c) real property (including any real property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Debtor may from time to time provide to the Agent in connection with the GSA and including all fixtures, improvements, buildings and other structures placed, installed or erected from time to time on any such real property), <p>of the Debtor, including Books and Records, Contracts, Intellectual Property Rights and Permits, and including all such property in which the Debtor now or in the future has any right, title or interest whatsoever, whether owned, leased, licensed, possessed or otherwise held by the Debtor, and all Proceeds of any of the foregoing, wherever located.</p> <p>All capitalized terms in this cell shall have the meanings given to them in the GSA.</p>
(b)	US GSA	<p>All of the Debtor’s right, title and interest in, to and under the following property, in each case whether tangible or intangible, wherever located, and whether now owned by such Grantor or hereafter acquired and whether not existing or hereafter coming into existence: (a) all Accounts, Receivables, and Receivables Records, (b) all As-Extracted Collateral; (c) all Chattel Paper; (d) all Deposit Accounts; (e) all Documents, (f) all Equipment, (g) all Fixtures, (h) all General Intangibles, (i) all Goods not covered by other clauses in Section 3 of the US GSA; (j) the Pledged Shares; (k) all Instruments, including all Promissory Notes; (l) all Insurance; (m) all Intellectual Property and Intellectual Property Licenses; (n) all Inventory; (o) all Investment Property, including all Securities, all Securities Accounts and all Security Entitlements with respect</p>

		<p>thereto and Financial Assets carried therein, and all Commodity Accounts and Commodity Contracts; (p) all Letter-of-Credit Rights; (q) all Money, as defined in Section 1-201(24) of the New York Uniform Commercial Code; (r) all commercial tort claims, as defined in Section 9-102(a)(13) of the New York Uniform Commercial Code; (s) all other tangible and intangible personal property whatsoever of the debtor; and (t) all Proceeds of any of the Collateral, all Accessions to and substitutions and replacements for, any of the Collateral, and all offspring, rents, profits and products of any of the Collateral, and, to the extent related to any Collateral, all books, correspondence, credit files, records, invoices and other papers (including all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor).</p> <p>All capitalized terms in this cell shall have the meanings given to them in the US GSA.</p>
(c)	Mortgage	<p>The leasehold interest of the Debtor in premises at the Property demised to the Agent pursuant to the Premises Lease.</p> <p>“Property” means: 381 North Service Road West, Oakville, Ontario, with the legal description: Firstly: PIN 24829-0652 (LT): PT BLK 3, PLAN 20M266, PART 1, 20R15207, SAVE & EXCEPT PART 1, 20R17099; OAKVILLE. Secondly: PIN 24829-0654 (LT): BLK 4, PL 20M266, SAVE & EXCEPT PT 2, 20R17099; OAKVILLE. Thirdly: PIN 24289-0656 (LT): BLK 5, PLAN 20M266, SAVE & EXCEPT PARTS 3 TO 6, 20R17099; OAKVILLE. S/T H176801 & H177928.</p> <p>“Premises Lease” means the offer to lease effective as of December 1, 2006 between the Landlord, as landlord, and Iovate Health Services Inc., as tenant, as extended by term extension option notice dated as of June 28, 2012 between the Landlord, as landlord, and the Mortgagor, as tenant, as amended by first amendment of lease dated as of August 27, 2014 between the Landlord, as landlord, and the Mortgagee, as mortgagee, notice of which lease was registered in the Land Registry Office for the Land Titles Division of Halton on September 2, 2008 as Instrument No. HR695436, as assigned by notice of assignment of lessee interest in lease registered</p>

		<p>in the Land Registry Office for the Land Titles Division of Halton on May 16, 2017 as Instrument No. HR1454796, as the same may be renewed, extended, amended, restated or replaced from time to time.</p> <p>Other capitalized terms in this cell shall have the meanings given to them in the First Mortgage.</p>
(d)	Belgian Pledge	<p>The Debtor's Business.</p> <p>"Business" means, in relation to the Debtor, the collection (geheel/ensemble) of assets that constitute its business (handelszaak/fonds de commerce) in accordance with Article 7 of the Pledge Law and any other activities which the Debtor shall from time to time exercise at any place in Belgium, including the business currently operated by it at the place(s) and with the activities mentioned in section Business under Schedule 1 (Pledged Assets). The Business comprises all constitutive elements of it, including, (i) the administrative permits and licences relating to the business, (ii) the clients, the goodwill, the commercial names and signs, the commercial organisation, (iii) trademarks, patents, and all other intellectual property rights (iv) know-how, whether exclusive or not, (v) all rights which derive from rental, licence, concession and other (current) agreements, including any insurances or operational agreements; (vi) all furniture, materials, machinery, equipment, computers and vehicles; (vii) the inventory stored with the Debtor or third parties; (viii) all shares or participations; (ix) all liquidities, receivables (including, among others, to the customer and supplier receivables and, in general, from all ongoing agreements, claims on the tax administration, intra-group receivables and any indemnities awarded by the insurer or the liable third party in case of loss or of damage to any part of the Business), commercial paper and financial instruments; (x) all assets on accounts with financial institutions; (xi) all movable assets which become fixtures (onroerend door bestemming/immeuble par destination); and more generally, (xii) all other assets which can be part of a business in accordance with the Pledge Law; and (xiii) all expansions, replacements or improvements to any of the abovementioned assets, by addition or otherwise.</p>

		Other capitalized terms in this cell shall have the meanings given to them in the Belgian Pledge.
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WAIVER AND CONSENT

TO: THE ROYAL BANK OF CANADA in its capacity as Administrative Agent
(the “Agent”)

Reference is made to the Notice of Intention to Enforce Security (Rule 124) issued by the Agent to the undersigned debtor (the “**Debtor**”), dated August 27, 2025 (the “**NOI**”).

The undersigned Debtor hereby irrevocably waives the 10-day notice period as set out in Paragraph 4 of the NOI, and consents to the immediate enforcement of the Security (as defined and more particularly set out in the NOI) it has granted to the Agent.

The Debtor further acknowledges and confirms that it has sought and obtained advice from its professional advisors, including legal counsel, in connection with the execution of this Waiver and Consent.

Dated this _____ day of August, 2025.

IOVATE HEALTH SCIENCES
INTERNATIONAL INC.

Per: _____
Name:
Title:

SEPARATOR PAGE



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trademark Agents
199 Bay Street
Suite 4000, Commerce Court West
Toronto ON M5L 1A9 Canada
Tel: 416-863-2400 Fax: 416-863-2653

Chris Burr

Partner

Dir: 416-863-3261

chris.burr@blakes.com

August 27, 2025

VIA E-MAIL & COURIER

Reference: 22043/960

Xiwan Lovate Holdings Company Limited

381 North Service Road West
Oakville, ON L6M 0H4

Northern Innovations Holding Corp.

381 North Service Road West
Oakville, ON L6M 0H4

lovate Health Services U.S.A. Inc.

381 North Service Road West
Oakville, ON L6M 0H4

lovate Health Sciences Australia Pty Ltd.

381 North Service Road West
Oakville, ON L6M 0H4

Attn: Tanya Mistry

RE: Indebtedness of lovate Health Sciences International Inc. and its subsidiaries pursuant to the Credit Agreement (defined below)

RE: Demand for Immediate Repayment

We refer to the amended and restated credit agreement dated as of June 30, 2021 between, inter alios, lovate Health Sciences International Inc., as borrower (the “**Borrower**”), Royal Bank of Canada (as successor to HSBC Bank Canada by way of amalgamation), as administrative agent (the “**Administrative Agent**”), and the financial institutions party thereto, as lenders (the “**Lenders**”), as amended by amending agreement no.1 dated as of March 31, 2022, by amending agreement no. 2 dated as of April 14, 2022, by amending agreement no. 3 dated as of December 30, 2022, amending agreement no.4 dated as of March 7, 2024, amending agreement no. 5 dated as of March 28, 2024, amending agreement no. 6 dated as of April 30, 2024, amending agreement no. 7 dated as of November 14, 2024, amending agreement no. 8 dated as of December 24, 2024, amending agreement no. 9 dated as of January 31, 2025 and amending agreement no. 10 dated as of February 28, 2025 (collectively, the “**Credit Agreement**”). Capitalized terms used in this letter and not otherwise defined have the meanings set forth in the Credit Agreement.

1408-2178-8440.1

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Reference is also made to the group guarantee dated as of December 21, 2016, granted by the Borrower, Kerr Investment Holding Corp. ("**Kerr**"), Old Iovate International Inc. ("**Old Iovate**"), Iovate Health Sciences U.S.A. Inc. ("**Iovate USA**"), Old Northern Innovations Corp. ("**Old Northern**"), Lakeside Innovations Holding Corp. ("**Lakeside**") and Northern Innovations Holding Corp. ("**Northern**") to the Administrative Agent (the "**Guarantee**"), pursuant to which the guarantors unconditionally and irrevocably guarantee the prompt payment and performance to the Administrative Agent of the "Secured Liabilities", as defined in the Guarantee. The "Secured Liabilities" are all liabilities under, *inter alia*, the Credit Agreement.

Reference is also made to the limited recourse guarantee dated as of December 21, 2016, granted by Xiwang Iovate Holdings Company Limited ("**Holdco**") to the Administrative Agent (the "**Limited Recourse Guarantee**"), pursuant to which Holdco unconditionally and irrevocably guaranteed the prompt payment and performance to the Administrative Agent of the "Debtors Liabilities", with recourse limited to certain collateral pledged by Holdco. The "Debtors Liabilities" are all liabilities under, *inter alia*, the Credit Agreement.

As part of a corporate restructuring in 2018, Old Iovate, Lakeside and Iovate Health Sciences International Inc. amalgamated, to form Iovate Health Sciences International Inc. Subsequently, as part of a corporate restructuring in 2021, Kerr amalgamated with Xiwang Iovate Health Science International Inc. and then the resulting entity amalgamated with Iovate Health Sciences International Inc. to form Iovate Health Sciences International Inc. Accordingly, Kerr, Old Iovate and Lakeside ceased to exist as discrete corporate entities, and their assets and liabilities were amalgamated into existing guarantors.

On April 1, 2021, Old Northern amalgamated with Northern, to form Northern Innovations Holdings Corp.

On October 6, 2022, Iovate Health Sciences Australia Pty Ltd. ("**Iovate Australia**") attorned to the Guarantee pursuant to a Supplement to Guarantee agreement granted by Iovate Australia to the Administrative Agent.

The term "**Guarantors**" as used in this letter refers to, collectively, HoldCo, Iovate Australia, Iovate USA, and Northern, and "**Guarantor**" refers to any one of them.

We are counsel to the Administrative Agent and the Lenders and they have instructed us to send you this letter.

As you are aware, several Events of Default under the Credit Agreement have occurred and are continuing, including the following:



- (i) failure of the Borrower to cause Holdco to maintain a Fixed Charge Coverage Ratio of not less than 1.10x with respect to the period from July 1, 2023 to June 30, 2024 in accordance with Section 5.1(12)(a);
- (ii) failure of the Borrower to cause Holdco to maintain an Adjusted EBITDA of not less than U.S.\$22,349,000 with respect to the period from July 1, 2023 to June 30, 2024 in accordance with Section 5.1(12)(c);
- (iii) the maintenance by certain Credit Parties of bank accounts with affiliates of the former HSBC Bank Canada without a blocked account agreement;
- (iv) pursuant to a warehouse and logistics services agreement dated as of October 17, 2024 between RJW Transport, LLC, RJW Warehouse, LLC and Iovate Health Sciences U.S.A., Inc. a Lien other than a permitted lien was granted in violation of Section 6.1(2);
- (v) writ of execution filed on February 6, 2025 with the United States Court for the Central District of California in violation of Section 7.1(s); and
- (vi) writ of garnishment filed by Orgain to Walmart Inc. dated June 27, 2025 in violation of Section 7.1(s),

(collectively, the “**Specified Events of Default**”).

In addition, on August 25, 2025, the Borrower and Iovate USA were unsuccessful in obtaining an order of the Arkansas Court, quashing Orgain’s writ of garnishment issued to Walmart Inc. As a result of this refusal to quash the writ, the Lenders’ collateral is, or may be, prejudiced to the full extent of the amount of the Orgain writ. This material diminution of the Lenders’ collateral, and the direct corresponding prejudice to their potential recoveries from the Borrower, is fundamentally untenable.

To be clear: to the extent that the Agent and the Lenders were exercising their reasonable discretion to forbear from taking enforcement steps in the face of the Specified Events of Default, and instead working with the Borrower and its financial advisors to enable the Borrower to efficiently restructure its business and/or refinance its debt, that forbearance is over.

As a result of the Specified Events of Default, the Lenders have unanimously determined to demand the immediate repayment of the Secured Liabilities, in the amount of \$115,700,995 as of August 26, 2025, together with all interest, fees and recoverable which will continue to accrue at the default rate of interest after August 26, 2025, until the effective date of repayment and the fees, including professional fees, incurred by the Lenders (collectively, the “**Secured Indebtedness**”). Each of the Guarantors was copied on the Agent’s demand letter to the Borrower in this regard.

As a result of the demand against the Borrower for the Secured Indebtedness, the “Secured Liabilities” (as defined in the Guarantee) and “Debtors Liabilities” (as defined in the Limited Recourse Guarantee) are hereby immediately due and owing, pursuant to Section 2 of the Guarantee and Limited Recourse Guarantee. Accordingly, the Agent and the Lenders hereby demand the immediate repayment from the



Guarantors, of the Secured Liabilities and Debtors Liabilities (as applicable), which are in the amount of the Secured Indebtedness as described above.

In connection with the acceleration and demand set out above, we are enclosing notices of intention to enforce security under section 244 of the *Bankruptcy and Insolvency Act*, dated as of the date hereof (the “**244 Notices**”). Also enclosed are waivers of the notice period prescribed by the 244 Notices, which the Lenders request that you immediately execute and return to the undersigned.

If the Secured Indebtedness is not repaid immediately, the Agent reserves all rights to commence and continue enforcements steps against the Borrower and the Guarantors, without further notice, including bringing an emergency application before the Ontario Superior Court of Justice for the appointment of a receiver. Given the urgency created by the failure of the Borrower to have the Arkansas Court quash the Orgain writ, the Lenders reserve the right to bring this receivership application prior to the expiry of the notice periods set out in the 244 Notices.

The Agent and the Lenders reserve all rights and remedies in respect of the Secured Liabilities, the Secured Indebtedness, the Specified Events of Default, the Credit Agreement and all Loan Documents (including the Guarantee and Limited Recourse Guarantee).

Yours truly,

Chris Burr

Cc: H. Chaiton, *Chaitons*
A.Gadia, *KPMG*
T. Mistry, *Xiwang Iovate Holdings Company Limited*
T. Mistry, *Northern Innovations Holding Corp.*
T. Mistry, *Iovate Health Services U.S.A. Inc.*
T. Mistry, *Iovate Health Sciences Australia Pty Ltd.*

NOTICE OF INTENTION TO ENFORCE SECURITY

(Rule 124)

(Section 244 of the Bankruptcy and Insolvency Act)

TO: **Northern Innovations Holding Corp.**
381 North Service Road West
Oakville, ON L6M 0H4
Attention: Tanya Mistry

Take notice that:

1. The Royal Bank of Canada, in its capacity as administrative agent (the “**Agent**”), a secured creditor, intends to enforce its security on Northern Innovations Holding Corp. (the “**Debtor**”) property described in Schedule “A” hereto.

2. The security that is to be enforced is the:

- (a) General Security Agreement dated December 21, 2016 granted by, *inter alios*, the Debtor in favour of HSBC Bank Canada (as predecessor in interest to the Agent) (the “**GSA**”);
- (b) Trademark Security Agreement dated June 30, 2021 granted by the Debtor in favour of the Agent (the “**2021 Trademark Agreement**”);
- (c) Trademark Security Agreement dated September 25, 2024 granted by the Debtor in favour of the Agent (the “**2024 Trademark Agreement**”);
- (d) Patent Security Agreement dated December 21, 2016 granted by the Debtor in favour of the Agent (the “**2016 Patent Agreement**”);
- (e) Patent Security Agreement dated June 30, 2021 granted by the Debtor in favour of the Agent (the “**2021 Patent Agreement**”).


(collectively, the “**Security**”).

3. The total amount of indebtedness secured by the Security is US\$115,700,995 as of August 26, 2025, together with (a) all expenses and costs of the Agent recoverable under the Security (including solicitor fees) and (b) all interest, costs, fees, expenses, costs, charges and other amounts recoverable under the Security, in each case as may accrue after August 26, 2025.

4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 27th day of August, 2025.

**ROYAL BANK OF CANADA, as agent, by
its counsel BLAKE, CASSELS &
GRAYDON LLP**

Per: 
Name: Chris Burr
Title: Partner

SCHEDULE “A”

COLLATERAL:

(a)	GSA	<p>With respect to the Debtor, all of the present and future:</p> <ul style="list-style-type: none">(a) undertaking;(b) Personal Property (other than Excluded CFC Securities but including any Personal Property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Debtor may from time to time provide to the Agent in connection with the GSA); and(c) real property (including any real property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Debtor may from time to time provide to the Agent in connection with the GSA and including all fixtures, improvements, buildings and other structures placed, installed or erected from time to time on any such real property), <p>of the Debtor, including Books and Records, Contracts, Intellectual Property Rights and Permits, and including all such property in which the Debtor now or in the future has any right, title or interest whatsoever, whether owned, leased, licensed, possessed or otherwise held by the Debtor, and all Proceeds of any of the foregoing, wherever located.</p> <p>All capitalized terms in this cell shall have the meanings given to them in the GSA.</p>
(b)	2021 Trademark Agreement	<p>All the trademarks and trademark applications listed in the Schedule to the 2021 Trademark Agreement, together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, all damages and payments for past or future infringements thereof and rights to sue therefor, and all rights corresponding thereto throughout the world.</p>
(c)	2024 Trademark Agreement	<p>All the trademarks and trademark applications listed in the Schedule to the 2024 Trademark Agreement, together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable with</p>

		respect thereto, all damages and payments for past or future infringements thereof and rights to sue therefor, and all rights corresponding thereto throughout the world.
(d)	2016 Patent Agreement	All the patents and patent applications listed in the Schedule to the 2016 Patent Agreement, together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, all damages and payments for past or future infringements thereof and rights to sue therefor, and all rights corresponding thereto throughout the world.
(e)	2021 Patent Agreement	All the patents and patent applications listed in the Schedule to the 2021 Patent Agreement, together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto, all damages and payments for past or future infringements thereof and rights to sue therefor, and all rights corresponding thereto throughout the world.

WAIVER AND CONSENT

TO: THE ROYAL BANK OF CANADA in its capacity as Administrative Agent
(the “Agent”)

Reference is made to the Notice of Intention to Enforce Security (Rule 124) issued by the Agent to the undersigned debtor (the “**Debtor**”), dated August 27, 2025 (the “**NOI**”).

The undersigned Debtor hereby irrevocably waives the 10-day notice period as set out in Paragraph 4 of the NOI, and consents to the immediate enforcement of the Security (as defined and more particularly set out in the NOI) it has granted to the Agent.

The Debtor further acknowledges and confirms that it has sought and obtained advice from its professional advisors, including legal counsel, in connection with the execution of this Waiver and Consent.

Dated this _____ day of August, 2025.

**NORTHERN INNOVATIONS HOLDING
CORP.**

Per: _____
Name:
Title:

NOTICE OF INTENTION TO ENFORCE SECURITY

(Rule 124)

(Section 244 of the Bankruptcy and Insolvency Act)


TO: **Xiwan Iovate Holdings Company Limited**
381 North Service Road West
Oakville, ON L6M 0H4
Attention: Tanya Mistry

Take notice that:

1. The Royal Bank of Canada, in its capacity as administrative agent (the “**Agent**”), a secured creditor, intends to enforce its security on Xiwan Iovate Holdings Company Limited’s (the “**Debtor**”) property described in Schedule “A” hereto.
2. The security that is to be enforced is the:
 - (a) Pledge Agreement dated December 21, 2016 granted by the Debtor in favour of HSBC Bank Canada (as predecessor in interest to the Agent) (the “**Pledge**”);
 - (b) Supplement to Security Agreement, dated March 31, 2021, pursuant to which the Debtor attorned to the General Security Agreement dated December 21, 2016 granted by, *inter alios*, Iovate Health Sciences International Inc. in favour of HSBC Bank Canada (as predecessor in interest to the Agent) (the “**GSA**”); and
 - (c) Specific Security Agreement (Shares) dated October 6, 2022 granted by the Debtor in favour of HSBC Bank Canada (as predecessor in interest to the Agent) (the “**Australian Pledge**”).
 - (d) Blocked Accounts Agreement dated September 6, 2024, among the Debtor, the Agent and Bank of China (Canada) (the “**DACA**”).(collectively, the “**Security**”).
3. The total amount of indebtedness secured by the Security is US\$115,700,995 as of August 26, 2025, together with (a) all expenses and costs of the Agent recoverable under the Security (including solicitor fees) and (b) all interest, costs, fees, expenses, costs, charges and other amounts recoverable under the Security, in each case as may accrue after August 26, 2025.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 27th day of August, 2025.

**ROYAL BANK OF CANADA, as agent, by
its counsel BLAKE, CASSELS &
GRAYDON LLP**

Per: 
Name: Chris Burr
Title: Partner

SCHEDULE “A”

COLLATERAL:

(a)	Pledge	<p>(a) all (i) Securities, Security Entitlements and other interests issued by or with respect to the Pledged Issuer, and (ii) all Intercompany Debt, Intercompany Debt Instruments and Intercompany Debt Support Arrangements, in each case in which the Debtor now or in the future has any right, title or interest;</p> <p>(b) all certificates and instruments evidencing or representing the Pledged Property;</p> <p>(c) all interest, dividends and distributions (whether in cash, kind or stock) received or receivable upon or with respect to any of the Pledged Property and all moneys or other property payable or paid on account of any return or repayment of capital with respect to any of the Pledged Property or otherwise distributed with respect thereto or which will in any way be charged to, or payable or paid out of, the capital of any Pledged Issuer on account of any such Pledged Property;</p> <p>(d) all other property that may at any time be received or receivable by or otherwise distributed to the Debtor with respect to, or in substitution for, or in exchange or replacement for, any of the foregoing; and</p> <p>(e) all Proceeds of any of the foregoing.</p> <p>All capitalized terms in this cell shall have the meanings given to them in the Pledge.</p>
(b)	GSA	<p>With respect to the Debtor, all of the present and future:</p> <p>(a) undertaking;</p> <p>(b) Personal Property (other than Excluded CFC Securities but including any Personal Property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Debtor may from time to time provide to the Agent in connection with the GSA); and</p>

		<p>(c) real property (including any real property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Debtor may from time to time provide to the Agent in connection with the GSA and including all fixtures, improvements, buildings and other structures placed, installed or erected from time to time on any such real property),</p> <p>of the Debtor, including Books and Records, Contracts, Intellectual Property Rights and Permits, and including all such property in which the Debtor now or in the future has any right, title or interest whatsoever, whether owned, leased, licensed, possessed or otherwise held by the Debtor, and all Proceeds of any of the foregoing, wherever located.</p> <p>All capitalized terms in this cell shall have the meanings given to them in the GSA.</p>
(c)	Australian Pledge	<p>All of the Debtor's present and future interest in (a) the Shares, (b) the Additional Rights, and (c) the Controlled Account and any chose in action in respect of the Controlled Account.</p> <p>"Shares" means any shares in any company, corporation, body corporate or other entity (including, but not limited to, any shares in Iovate Health Sciences Australia Pty Ltd.</p> <p>Other capitalized terms in this cell shall have the meanings given to them in the Australian Pledge.</p>
(d)	DACA	<p>All Cheques and other remittances received by the Debtor from time to time, and the Bank Accounts, including all sums now on deposit in or payable to and any interest accrued or payable on the credit balances therein.</p> <p>All capitalized terms in this cell shall have the meanings given to them in the DACA.</p>

WAIVER AND CONSENT

TO: THE ROYAL BANK OF CANADA in its capacity as Administrative Agent
(the “**Agent**”)

Reference is made to the Notice of Intention to Enforce Security (Rule 124) issued by the Agent to the undersigned debtor (the “**Debtor**”), dated August 27, 2025 (the “**NOI**”).

The undersigned Debtor hereby irrevocably waives the 10-day notice period as set out in Paragraph 4 of the NOI, and consents to the immediate enforcement of the Security (as defined and more particularly set out in the NOI) it has granted to the Agent.

The Debtor further acknowledges and confirms that it has sought and obtained advice from its professional advisors, including legal counsel, in connection with the execution of this Waiver and Consent.

Dated this _____ day of August, 2025.

XIWANG IOVATE HOLDINGS
COMPANY LIMITED

Per: _____
Name:
Title:

NOTICE OF INTENTION TO ENFORCE SECURITY

(Rule 124)

(Section 244 of the Bankruptcy and Insolvency Act)

TO: **Iovate Health Sciences U.S.A. Inc.**
381 North Service Road West
Oakville, ON L6M 0H4
Attention: Tanya Mistry

Take notice that:

1. The Royal Bank of Canada, in its capacity as administrative agent (the “**Agent**”), a secured creditor, intends to enforce its security on Iovate Health Sciences U.S.A. Inc.’s (the “**Debtor**”) property described in Schedule “A” hereto.
2. The security that is to be enforced is the:
 - (a) General Security Agreement dated December 21, 2016 granted by, *inter alios*, the Debtor in favour of HSBC Bank Canada (as predecessor in interest to the Agent) (the “**GSA**”);
 - (b) Security Agreement dated December 21, 2016 granted by, *inter alios*, the Debtor in favour of HSBC Bank Canada (as predecessor in interest to the Agent) (the “**US GSA**”); and
 - (c) Deposit Account Control Agreement dated September 24, 2024 among the Debtor, the Agent and HSBC Bank USA, N.A., as depository bank (the “**DACA**”).(collectively, the “**Security**”).
3. The total amount of indebtedness secured by the Security is US\$115,700,995 as of August 26, 2025, together with (a) all expenses and costs of the Agent recoverable under the Security (including solicitor fees) and (b) all interest, costs, fees, expenses, costs, charges and other amounts recoverable under the Security, in each case as may accrue after August 26, 2025.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 27th day of August, 2025.

**ROYAL BANK OF CANADA, as agent, by
its counsel BLAKE, CASSELS &
GRAYDON LLP**

Per: _____

Name: Chris Burr

Title: Partner

SCHEDULE “A”

COLLATERAL:

(a)	GSA	<p>With respect to the Debtor, all of the present and future:</p> <ul style="list-style-type: none"> (d) undertaking; (e) Personal Property (other than Excluded CFC Securities but including any Personal Property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Debtor may from time to time provide to the Agent in connection with the GSA); and (f) real property (including any real property that may be described in any Schedule to this Agreement or any schedules, documents or listings that the Debtor may from time to time provide to the Agent in connection with the GSA and including all fixtures, improvements, buildings and other structures placed, installed or erected from time to time on any such real property), <p>of the Debtor, including Books and Records, Contracts, Intellectual Property Rights and Permits, and including all such property in which the Debtor now or in the future has any right, title or interest whatsoever, whether owned, leased, licensed, possessed or otherwise held by the Debtor, and all Proceeds of any of the foregoing, wherever located.</p> <p>All capitalized terms in this cell shall have the meanings given to them in the GSA.</p>
(b)	US GSA	<p>All of the Debtor’s right, title and interest in, to and under the following property, in each case whether tangible or intangible, wherever located, and whether now owned by such Grantor or hereafter acquired and whether not existing or hereafter coming into existence: (a) all Accounts, Receivables, and Receivables Records, (b) all As-Extracted Collateral; (c) all Chattel Paper; (d) all Deposit Accounts; (e) all Documents, (f) all Equipment, (g) all Fixtures, (h) all General Intangibles, (i) all Goods not covered by other clauses in Section 3 of the US GSA; (j) the Pledged Shares; (k) all Instruments, including all Promissory Notes; (l) all Insurance; (m) all Intellectual Property and Intellectual Property Licenses; (n) all Inventory; (o) all Investment Property, including all Securities, all Securities Accounts and all Security Entitlements with respect</p>

		<p>thereto and Financial Assets carried therein, and all Commodity Accounts and Commodity Contracts; (p) all Letter-of-Credit Rights; (q) all Money, as defined in Section 1-201(24) of the New York Uniform Commercial Code; (r) all commercial tort claims, as defined in Section 9-102(a)(13) of the New York Uniform Commercial Code; (s) all other tangible and intangible personal property whatsoever of the debtor; and (t) all Proceeds of any of the Collateral, all Accessions to and substitutions and replacements for, any of the Collateral, and all offspring, rents, profits and products of any of the Collateral, and, to the extent related to any Collateral, all books, correspondence, credit files, records, invoices and other papers (including all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor).</p> <p>All capitalized terms in this cell shall have the meanings given to them in the US GSA.</p>
(c)	DACA	<p>The Account and all funds on deposit from time to time therein.</p> <p>“Account” means the deposit account(s), as such term is defined in Section 9-102 of the Uniform Commercial Code (ie, a demand, time, savings, passbook or similar account maintained with the Bank), as identified in the Transaction Summary (including Deposit Accounts #104035579 and #104035587)</p>

WAIVER AND CONSENT

TO: THE ROYAL BANK OF CANADA in its capacity as Administrative Agent
(the “Agent”)

Reference is made to the Notice of Intention to Enforce Security (Rule 124) issued by the Agent to the undersigned debtor (the “**Debtor**”), dated August 27, 2025 (the “**NOI**”).

The undersigned Debtor hereby irrevocably waives the 10-day notice period as set out in Paragraph 4 of the NOI, and consents to the immediate enforcement of the Security (as defined and more particularly set out in the NOI) it has granted to the Agent.

The Debtor further acknowledges and confirms that it has sought and obtained advice from its professional advisors, including legal counsel, in connection with the execution of this Waiver and Consent.

Dated this _____ day of August, 2025.

IOVATE HEALTH SCIENCES U.S.A. INC.

Per: _____
Name:
Title:

NOTICE OF INTENTION TO ENFORCE SECURITY

(Rule 124)

(Section 244 of the Bankruptcy and Insolvency Act)

TO: **Iovate Health Sciences Australia Pty Ltd.**
381 North Service Road West
Oakville, ON L6M 0H4
Attention: Tanya Mistry

Take notice that:

1. The Royal Bank of Canada, in its capacity as administrative agent (the “**Agent**”), a secured creditor, intends to enforce its security on Iovate Health Sciences Australia Pty Ltd.’s (the “**Debtor**”) property described in Schedule “A” hereto.
2. The security that is to be enforced is the:
 - (a) General Security Deed dated October 6, 2022 granted by the Debtor in favour of HSBC Bank Canada (as predecessor in interest to the Agent) (the “**Deed**”)

(collectively, the “**Security**”).
3. The total amount of indebtedness secured by the Security is US\$115,700,995 as of August 26, 2025, together with (a) all expenses and costs of the Agent recoverable under the Security (including solicitor fees) and (b) all interest, costs, fees, expenses, costs, charges and other amounts recoverable under the Security, in each case as may accrue after August 26, 2025.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto, this 27th day of August, 2025.

**ROYAL BANK OF CANADA, as agent, by
its counsel BLAKE, CASSELS &
GRAYDON LLP**

Per: 

Name: Chris Burr

Title: Partner

SCHEDULE “A”

COLLATERAL:

(a)	Deed	<p>All the Debtor’s present and after-acquired property, including anything in respect of which the Debtor has at any time sufficient right, interest or power to grant a security interest, and includes the “Mortgaged Property”.</p> <p>“Mortgaged Property” means all of the Debtor’s present and future interest in: (a) any shares in any company, corporation, body corporate or other entity from time to time registered in the name of the Debtor, (b) any unit in any trust registered from time to time in the name of the Debtor, (c) the Additional Rights in respect of the Shares or Units; (d) the Controlled Account and any chose in action in respect of the Controlled Account, and (e) any cash or other assets deposited by the Debtor at any time with or at the direction of the Administrative Agent.</p> <p>All capitalized terms in this cell shall have the meanings given to them in the Deed.</p>
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WAIVER AND CONSENT

TO: THE ROYAL BANK OF CANADA in its capacity as Administrative Agent
(the “Agent”)

Reference is made to the Notice of Intention to Enforce Security (Rule 124) issued by the Agent to the undersigned debtor (the “**Debtor**”), dated August 27, 2025 (the “**NOI**”).

The undersigned Debtor hereby irrevocably waives the 10-day notice period as set out in Paragraph 4 of the NOI, and consents to the immediate enforcement of the Security (as defined and more particularly set out in the NOI) it has granted to the Agent.

The Debtor further acknowledges and confirms that it has sought and obtained advice from its professional advisors, including legal counsel, in connection with the execution of this Waiver and Consent.

Dated this _____ day of August, 2025.

IOVATE HEALTH SCIENCES
AUSTRALIA PTY LTD.

Per: _____
Name:
Title:

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF IOVATE HEALTH SCIENCES INTERNATIONAL INC.

Court No.: 31-3268936
Estate No.: 31-3268936

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF IOVATE HEALTH SCIENCES U.S.A. INC.

Court No.: 31-3268942
Estate No.: 31-3268942

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF NORTHERN INNOVATIONS HOLDING CORP.

Court No.: 31-3268971
Estate No.: 31-3268971

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Toronto

AFFIDAVIT OF WESLEY PARRIS
(sworn September 6, 2025)

CHAITONS LLP
Barristers and Solicitors
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Harvey Chaiton (LSO No. 21592F)
Tel: (416) 218-1129
E-mail: harvey@chaitons.com

Danish Afroz (LSO No. 65786B)
Tel: (416) 218-1137
E-mail: dafroz@chaitons.com

Lawyers for the Iovate Entities

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE)	TUESDAY, THE 9 TH DAY
)	
JUSTICE J. DIETRICH)	OF SEPTEMBER, 2025

Court No.: 31-3268936
Estate No.: 31-3268936

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
IOVATE HEALTH SCIENCES INTERNATIONAL INC.**

Court No.: 31-3268942
Estate No.: 31-3268942

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
IOVATE HEALTH SCIENCES U.S.A. INC.**

Court No.: 31-3268971
Estate No.: 31-3268971

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
NORTHERN INNOVATIONS HOLDING CORP.**

ORDER

THIS MOTION, made by Iovate Health Sciences International Inc. ("**Iovate International**"), Iovate Health Sciences U.S.A. Inc. ("**Iovate USA**"), and Northern Innovations Holding Corp. ("**Northern Innovations**" and together with Iovate International and Iovate USA, the "**Iovate Entities**") for an Order, *inter alia*:

- (a) abridging the time for service of the Iovate Entities' Notice of Motion so that the motion is properly returnable on September 9, 2025;
- (b) approving the administrative consolidation of the proposal proceedings of the Iovate Entities under one title of proceeding;

- (c) authorizing and empowering Iovate International to act as a foreign representative of the Proposal Proceedings (as defined below) for the purpose of having the Proposal Proceedings recognized in a jurisdiction outside of Canada; and
- (d) authorizing and empowering Iovate International, as foreign representative, to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, 11 U.S.C. §§ 101-1330, as amended (the "*United States Bankruptcy Code*") and any other provision of the *United States Bankruptcy Code*;

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

ON READING the Motion Record of the Iovate Entities, including the Affidavit of Wesley Parris sworn September 6, 2025 and the exhibits thereto, and on hearing the submissions of counsel for the Iovate Entities, KSV Restructuring Inc., in its capacity as proposal trustee in the Proposal Proceedings (as defined below) (the "**Proposal Trustee**"), and Royal Bank of Canada as agent for a syndicate of lenders, and other such parties shown on the Participant Information Form filed with the Court:

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.

ADMINISTRATIVE CONSOLIDATION

2. **THIS COURT ORDERS** that the proposal proceedings of Iovate International (Estate No.: 31-3268936), Iovate USA (Estate No.: 31-3268942) and Northern Innovations (Estate No.: 31-3268971) (collectively, the "**Proposal Proceedings**") be and are hereby administratively consolidated and the Proposal Proceedings are hereby authorized and directed to continue under the following joint title of proceedings:

Court No.: 31-3268936
Estate No.: 31-3268936

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
IOVATE HEALTH SCIENCES INTERNATIONAL INC.**

Court No.: 31-3268942
Estate No.: 31-3268942

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
IOVATE HEALTH SCIENCES U.S.A. INC.**

Court No.: 31-3268971
Estate No.: 31-3268971

**IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
NORTHERN INNOVATIONS HOLDING CORP.**

3. **THIS COURT ORDERS** that the Proposal Trustee may administer the Proposal Proceedings on a consolidated basis for the purpose of carrying out its administrative duties and responsibilities as proposal trustee under the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended.

4. **THIS COURT ORDERS** that all further materials in the Proposal Proceedings shall be filed with the Commercial List Office only in the Iovate International estate and court file (Estate No.: 31-3268936 and Court No.: 31-3268936) and hereby dispenses with further filing thereof in the estate and court file of Iovate USA and Northern Innovations.

FOREIGN REPRESENTATIVE

5. **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 Iovate Entities, 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 provide such assistance to the Iovate Entities 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 foreign representative status to Iovate International in any foreign proceeding, or to assist the Iovate Entities and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

6. **THIS COURT ORDERS** that Iovate International be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, including in the United States, for the recognition of this Order and the Proposal Proceedings for assistance in carrying out the terms of this Order, and Iovate International is authorized and empowered to act as a foreign representative in respect of the Proposal Proceedings for the purpose of having the Proposal Proceedings recognized in a jurisdiction outside of Canada.

7. **THIS COURT ORDERS** that Iovate International is authorized and empowered, as a foreign representative of the Iovate Entities and the Proposal Proceedings, to apply to the United States Bankruptcy Court for relief pursuant to Chapter 15 of the *United States Bankruptcy Code*, and any other provisions of the *United States Bankruptcy Code*.

SERVICE AND CASE WEBSITE

8. **THIS COURT ORDERS** that the E-Service Guide of the Commercial List (the "Guide") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: <https://www.ksvadvisory.com/experience/case/Iovate>.

COMEBACK CLAUSE

9. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than five (5) days' notice to Iovate International, the Proposal

Trustee, Royal Bank of Canada, and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

10. **THIS COURT ORDERS** that this order is effective from the date it is made, and it is enforceable without the need for entry and filing, provided that any party may nonetheless submit a formal order for original, signing, entry and filing, as the case may be.

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF IOVATE HEALTH SCIENCES INTERNATIONAL INC.

Court No.: 31-3268936

Estate No.: 31-3268936

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF IOVATE HEALTH SCIENCES U.S.A. INC.

Court No.: 31-3268942

Estate No.: 31-3268942

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF NORTHERN INNOVATIONS HOLDING CORP.

Court No.: 31-3268971

Estate No.: 31-3268971

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceedings commenced at Toronto

DRAFT ORDER

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Lawyers for the Iovate Entities

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF IOVATE HEALTH SCIENCES INTERNATIONAL INC.

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MOTION RECORD
(returnable September 9, 2025)

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