District of Ontario
Division No.: 09 – Mississauga
Estate No.: 32-3372763
Court No.: 32-3372763

ONTARIO
SUPERIOR COURT OF JUSTICE
(*In Bankruptcy and Insolvency*)

In the Matter of the Proposal of
Endo Networks Inc.
of the City of Oakville, in the Province of Ontario

AMENDED PROPOSAL

(Dated July 17, 2026)

Endo Networks Inc., the above-named Debtor (the "**Debtor**"), hereby submits the following Proposal under Part III of the *Bankruptcy and Insolvency Act,* R.S.C. (1985), c.B-3, as amended (the "**BIA**").

1. DEFINITIONS

In this Proposal, the following terms have the meaning herein set out:

(a) **Claim.** A "claim provable" as defined in the BIA. For clarification, this includes any debt or liability, present or future, to which the Debtor was subject on the NOI Date or to which the Debtor may become subject before the Completion Date by reason of any obligation incurred before the NOI Date whether or not reduced to judgement, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, unknown, by guarantee, surety or otherwise, and whether or not such a right is executory in nature, including, without limitation, any claim referred to in this Proposal in respect of the termination or disclaimer by the Debtor of a lease, any product warranty liability and the right or ability of any person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause of action or chose in action, whether existing at present or commenced in the future based in whole or in part on facts which existed prior to or on the NOI Date. In the event of any inconsistency between this definition and the definition of "claim provable" as defined in the BIA, the terms of the BIA shall prevail.

(b) **CRA.** Canada Revenue Agency.

(c) **Completion Date**. The date on which the Trustee files its certificate of completion, certifying that this Proposal has been fully performed by the Debtor.

(d) **Final Approval.** Acceptance of the Proposal by the creditors of the Debtor and Approval by the Court, both in accordance with the BIA, and any appeal period with respect to Court approval having expired.

(e) **Guarantor.** OSL Retail Services Inc.

(f) **NOI Date.** The date on which the Debtor filed a Notice of Intention to Make a Proposal in contemplation of this Proposal with the Official Receiver being May 13, 2026.

(g) **Ordinary Creditor.** An Unsecured Creditor that is not a Preferred Creditor.

(h) **Preferred Creditor.** An Unsecured Creditor in respect of any Claim that would be payable in priority to other Unsecured Creditors pursuant to the provisions of s.136 of the BIA.

(i) **Proposal.** This Proposal, as it may be amended from time to time.

(j) **Proposal Date.** The date of the initial filing of the Proposal with the Official Receiver.

(k) **Proven Claim.** Any Claim which is the subject of a proof of claim that has been filed with the Trustee and admitted by the Trustee in accordance with the BIA.

(l) **Secured Creditor.** A creditor holding security against the property of the Debtor in respect of their Claim as "Secured Creditor" is defined in the BIA.

(m) **Trustee.** Albert Gelman Inc., as Licensed Insolvency Trustee to the Proposal of the Debtor.

(n) **Trustee's Fees and Disbursements.** The fees and disbursements of the Trustee incidental to the proceedings arising out of the Proposal including: (i) The Trustee's fees which shall be fixed in the sum of $60,000, plus applicable HST thereon; and (ii) all reasonable expenses and disbursements incurred by the Trustee including, without limitation, any legal fees; plus any applicable taxes on those expenses and disbursements. The Trustee's Fees and Disbursements shall be paid in priority to all Claims of creditors. The Trustee shall be at liberty to withdraw and pay the Trustee's fees and disbursements from the Proposal Fund (as defined below), from time to time subject to final taxation by the Registrar in Bankruptcy upon completion of the Proposal. The Trustee will track the time spent by its staff on a time and hourly rate basis, at its standard prevailing rates, and if its fees exceed the fixed sum above, the Trustee can collect the balance owing to it from the Debtor outside of the Proposal.

(o) **Unsecured Creditor.** A creditor having a Claim against the Debtor other than a Secured Creditor. An Unsecured Creditor includes both an Ordinary Creditor and Preferred Creditor, and includes a Secured Creditor in respect of any Claim or portion of their Claim that is not secured (if any).

2. **DEBTS OWED TO THE CROWN**

(a) Proven Claims of Her Majesty in right of Canada or a province of all amounts of a kind that could be subject to a demand under subsection 224(1.2) of the *Income Tax Act* (Canada) or under any substantially similar provision of provincial legislation that were outstanding on the NOI Date shall be paid in full within six (6) months of Final Approval of this Proposal unless Her Majesty in Right of Canada or a province consents to some other arrangement. The amount payable pursuant to this section of the Proposal will be paid directly by the Debtor to the CRA.

3. **SECURED CREDITORS**

(a) Pursuant to an Assignment of Debt and Security Agreement dated [DATE] (the "**Assignment Agreement**") between The Bank of Nova Scotia ("**BNS**") and the Guarantor (or its assignee), BNS assigned and transferred to the Guarantor (or its assignee), for consideration of $150,000, all of its right, title and interest, if any, in and to the security granted by the Debtor in favour of BNS. As a result, the Guarantor is the Debtor's only secured creditor, except with respect to the vehicle financing described below. The Guarantor's Secured Claim is unaffected by this Proposal. Any remaining indebtedness owing to BNS will be treated as an Unsecured Claim under this Proposal.

(b) This Proposal is made to BNS in relation to its security interest in a recreational vehicle owned by the Debtor (the "**RV**"). The Debtor will relinquish possession of the RV to BNS. BNS will then be free to realize on its security and be entitled to an unsecured claim in this Proposal for the shortfall.

(c) Payment of the Claims of the balance of Secured Creditors, if any, shall be made in the usual manner or as may be agreed between the Debtor and the Secured Creditors.

4. **PREFERRED CREDITORS**[1]

(a) For the purposes of paragraph 5(b) of this Proposal, Proven Claims of Preferred Creditors, without interest, shall be paid in priority to all Ordinary Creditors in accordance with the order of priorities set out in section 136 of the BIA;

(b) Any partial or interim payments made under this Proposal to multiple Preferred Creditors with the same level of priority under the BIA shall be paid on a *pro rata* and *pari passu* basis among those creditors.

(c) Claims of employees and former employees of amounts equal to the amounts that they would be qualified to receive under paragraph 136(1)(*d*) of the BIA as well as wages, salaries, commissions or compensation for services rendered after the NOI Date and before Final Approval of this Proposal, together with,

[1] There are no known Preferred Creditors as at the date of filing this Proposal.

in the case of travelling salesmen, disbursements properly incurred by those salesmen in and about the Debtor's business during the same period shall be paid by the Debtor immediately after Final Approval of this Proposal.

5. **UNSECURED CREDITORS**

(a) The Guarantor shall pay to the Trustee the total sum of $300,000 (the "**Proposal Fund**"), which will be available for distribution in accordance with Paragraph 5(b) of this Proposal. The Proposal Fund shall be remitted by the Guarantor to the Trustee no later than thirty (30) days following Final Approval of the Proposal

(b) The Trustee shall distribute the Proposal Fund in the following order:

i. Payment of the Trustee's Fees and Disbursements;

ii. Payment of Proven Claims of Preferred Creditors, if any, in full; and

iii. Payment of Proven Claims to Ordinary Creditors on a *pro rata* and *pari passu* basis.

(c) In accordance with section 147 of the BIA, the Superintendent of Bankruptcy levy shall be deducted from all distributions to Unsecured Creditors except where the BIA does not require the levy.

(d) By casting a vote with the Trustee in favour (or 'For') this Proposal each Unsecured Creditor (including Preferred Creditors) agrees that their respective Claim does not fall within the definition of BIA section 178, debts not released by order of discharge.

6. **PROVISIONAL CORPORATE TAX RETURN**

(a) As part of the Proposal, the Debtor will prepare a provisional tax return showing a reasonable estimate of its income tax debt for the period up to and including the NOI Date (the "**Provisional Return**").

(b) If this Proposal is accepted by the creditors of the Debtor and approved by the Court, and unless CRA otherwise objects to the acceptance and/or approval of this Proposal, the CRA will include the corporate income tax debt calculated pursuant to the Provisional Return as part of their Claim in this Proposal.

7. **PROVISIONAL HST RETURN**

(a) As part of the Proposal, the Debtor will prepare a provisional HST return showing a reasonable estimate of its HST debt for the period up to and including the NOI Date (the "**Provisional HST Return**").

(b) If this Proposal is accepted by the creditors of the Debtor and approved by the Court, and unless CRA otherwise objects to the acceptance and/or approval of this Proposal, the CRA will include the HST debt calculated pursuant to the Provisional HST Return as part of their Claim in this Proposal.

8. WAIVER OF COLLECTION REMEDIES

(a) If this Proposal is accepted by the creditors of the Debtor and approved by the Court, CRA shall not take any action to assess any non-arm's length party pursuant to the provisions of either section 160 of the *Income Tax Act*, section 325 of the *Excise Tax Act*, or any other provisions of any other Act or statute, in relation to any portion of the income tax or GST/HST debt of the Debtor that is included in CRA's Claim.

9. PROPOSAL DEFAULT FUND

(a) Until the Completion Date, the Trustee shall reserve in its trust account the amount of $15,000 (the "**Proposal Default Fund**") from the portion of the Proposal Fund that would otherwise be distributed to creditors. The purpose of the Proposal Default Fund will be to fund the Trustee's fees and disbursements, including the fees and disbursements of its legal counsel (the "**Application Fees**"), required to make an application to Court seeking the annulment of the Proposal (a "**Default Application**") in the event of default of the Proposal. The funds reserved in the Proposal Default Fund shall still be considered as funds paid towards the Proposal Fund for the purposes of determining the full performance of terms of this Proposal. Once a certificate of full performance of this Proposal has been issued to the Debtor, or this Proposal is annulled, this provision shall no longer apply and the Proposal Default Fund (after payment of any Application Fees) shall form part of the general Proposal Fund.

(b) The Trustee's Fees and Disbursements other than Application Fees may be paid out of the Proposal Default Fund if there are insufficient Proposal Funds outside of the Proposal Default Fund to cover any such fees and disbursements that may be outstanding.

(c) Where default has been made by the Debtor under any term of this Proposal, and the default has not been waived by the Inspectors (as defined below) or by the Unsecured Creditors, or cured by the Debtor:

i. Upon the resolution of the Inspectors, if any, or upon the resolution of the Unsecured Creditors, the Trustee shall make a Default Application if the Proposal Default Fund is and remains fully funded as set out in paragraph (a) of this section; and

ii. If there is no resolution of the Inspectors (if any) or the Unsecured Creditors either in favour of or against the Trustee making a Default Application, the Trustee may, in its sole discretion, seek such a resolution; and, if no such resolution is made after being sought by the Trustee, or in the case of urgency where prejudice might in the Trustee's view occur in the time necessary to obtain such a resolution, the Trustee may, in its sole discretion, commence a Default Application.

(d) In the event that the Proposal Default Fund balance in the Trustee's trust account is not fully funded as set out in paragraph (a) of this section at the time of a default under this Proposal by the Debtor, the Trustee shall have the sole discretion as to whether to make a Default Application upon being requested to do so pursuant to the preceding paragraph.

(e) In the event the Default Application does not proceed or is not successful for any reason whatsoever (for example, due to the Debtor curing the default in the interim), any Application Fees incurred shall still be payable out of the Proposal Default Fund, and any balance of the Application Fees that may remain shall be payable as part of the Trustee's Fees and Disbursements out of the Proposal Fund in the normal course.

10. BANKRUPTCY RESERVE

(a) Until the Completion Date, the Trustee shall reserve in its trust account the amount of $15,000 (the "**Bankruptcy Reserve**") from the portion of the Proposal Fund that would otherwise be distributed to creditors. The purpose of the Bankruptcy Reserve will be to fund the Trustee's fees and disbursements, including the fees and disbursements of its legal counsel, required to administer a bankruptcy of the Debtor in the event that this Proposal is annulled. The funds reserved in the Bankruptcy Reserve shall still be considered as funds paid towards the Proposal Fund for the purposes of determining the full performance of terms of this Proposal. Once a certificate of full performance of this Proposal has been issued to the Debtor, or this Proposal is annulled, this provision shall no longer apply and the Proposal Default Fund shall form part of the general Proposal Fund.

(b) The Trustee's Fees and Disbursements in the Proposal may be paid out of the Bankruptcy Reserve if there are insufficient Proposal Funds outside of the Bankruptcy Reserve to cover any such fees and disbursements that may be outstanding.

11. GENERAL PROVISIONS

(a) The Trustee is acting solely in its capacity as Licensed Insolvency Trustee under this Proposal and not in its personal or corporate capacity. The Trustee shall have the powers granted to it by the Proposal, by the BIA, and by any order of the Court. The Trustee and its officer(s), director(s), employee(s) or agent(s) are not and shall not be responsible or liable for any obligations of the Debtor, and shall be exempt from all personal and corporate liability in fulfilling any duties or exercising any powers conferred upon it by the Proposal or generally in carrying out the terms of this Proposal unless such acts have been carried out in bad faith and constitute a wilful or wrongful act or default.

(b) Sections 95 to 101 of the BIA (with the exception of section 97(3)) shall not apply in connection with this Proposal or any dealing by the Debtor prior to the NOI Date, and the Trustee shall have no responsibility, liability or authority whatsoever in connection therewith. The Trustee shall not monitor or in any way manage the Debtor's business or financial affairs.

(c) All payments required to be paid by or on behalf of the Debtor under the terms of this Proposal shall be paid over to the Trustee unless otherwise stated herein. The Trustee shall make all payments out of the funds paid to it in accordance with the terms of this Proposal.

(d) At the meeting of creditors to consider this Proposal, the creditors may, by vote in accordance with the BIA, appoint up to five inspectors (the "**Inspectors**") who will have, in addition to any powers of inspectors under the BIA, the power to:

  i. receive any notice of default in the performance of the Proposal and waive any such default;

  ii. advise the Trustee in respect of such matters as may be referred to the Inspectors by the Trustee; and,

  iii. extend the time for any payment due under this Proposal.

(e) Upon the Completion Date, all present and past directors of the Debtor shall be released and discharged by the Creditors from liability or obligation for any claims relating to any Claims against the Debtor (whether or not a Proven Claim is filed in respect of the Claim) where the directors are by law liable in their capacity as directors of the Debtor pursuant to section 50(13) of the BIA and subject to the exceptions in section 50(14) of the BIA.

(f) All proper Claims against the Debtor arising with respect to goods supplied, services rendered, or other consideration given or provided after the NOI Date, up to the date of approval of this Proposal by the Superior Court of Justice in Bankruptcy, and not otherwise dealt with pursuant to this Proposal, shall be paid in full by the Debtor in the ordinary course, in priority to the Claims of all other Creditors.

(g) For purposes of this Proposal, Claims denominated in a currency other than Canadian Dollars will be converted to Canadian Dollars at the closing spot rate of exchange of the Bank of Canada on the NOI Date.

Dated at Toronto, Ontario, this 17th day of July, 2026.

Endo Networks Inc.

Per: ______________________________

Peter Day

I have the authority to bind the corporation.