HESTIA INSIGHT INC.

FORM 8-K
(Current report filing)

Filed 04/29/26 for the Period Ending 04/25/26

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): April 25, 2026

HESTIA INSIGHT INC.

(Exact name of registrant as specified in its charter)

(Former Name of Registrant)

Nevada	024-11289	85-0994055
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification Number)

732 S. 6th Street, Suite 4762
Las Vegas, NV 89101
(Address of principal executive offices) (zip code)

(516) 212-0727
(Registrant’s telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act: None

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01(a) Entry into a Material Definitive Agreement

On April 25th, 2026 the Board of Directors of the Company executed a Strategic Divestiture & Settlement Agreement with the Director Mr. Edward Lee. The Agreement notes that Mr. Lee has never taken a salary in six years of service, which was equated to $500,000. In lieu of cash or equity, the Company agreed to divest itself of its 100% wholly owned subsidiary Hestia Investments Inc. along with any and all assets which inure to it and grant it to Mr. Lee, eradicating any and all debts owed by the Issuer in full Accord and Satisfaction. Mr. Lee, for his part, shall remit to the company 20% of any annual earnings the subsidiary is able to produce for the next two calendar years. For more details, please see the Agreements Attached hereto as Exhibits.

Item 9.01 Financial Statements and Exhibits

Exhibit Number	Description
99.1	Unanimous Written Consent of the Board
99.2	Divestiture & Settlement Agreement
99.3	Shareholder's Resolution
104	Cover Page Interactive Data File - the cover page iXBRL tags are embedded within the Inline XBRL document

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HESTIA INSIGHT INC.

Date: April 29, 2026

By: */s/ Edward Lee*
Edward Lee
Chief Executive Officer

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF HESTIA INSIGHT INC.
Date: April 25, 2026

The undersigned, being all the members of the Board of Directors of **Hestia Insight Inc.** (the "Company"), hereby take the following actions:

WHEREAS, Edward Lee has provided **six (6) years of dedicated service** to the Company as its Chairman and President without receiving any cash salary, health benefits, or standard executive compensation;
WHEREAS, the Company recognizes an outstanding compensation liability of **$500,000** arising from this six-year period; and
WHEREAS, the Board has determined that divesting 100% of the interest in Hestia Investments Inc.(the "Subsidiary") to Mr. Lee is a fair method to settle this liability while preserving Company cash and retaining future upside for stockholders.

RESOLVED, that the Strategic Divestiture and Settlement Agreement is hereby approved.
RESOLVED FURTHER, that the Company shall retain a **20% participation in the Net Earnings** of the Subsidiary for two (2) years for the benefit of stockholders of record as of **April 30, 2026.**

DIRECTORS;

04/25/2026
Edward Lee, Chairman

04252026
Eugene Cha ,Independent Director

STRATEGIC DIVESTITURE & SETTLEMENT AGREEMENT

EFFECTIVE DATE: April 25, 2026

PARTIES: 1. **HESTIA INSIGHT INC.**, a Nevada corporation ("Parent" or the "Company").
2. **EDWARD LEE**, an individual and Chairman/President of the Company ("Executive").

RECITALS

WHEREAS, Executive has provided **six (6) years of dedicated service** to Parent as Chairman and President (2020–2026) without receiving cash salary, health insurance, or standard executive benefits;

WHEREAS, Parent recognizes an outstanding compensation liability and accrued debt of **$500,000** (the "Debt") owed to Executive for said services;

WHEREAS, Parent owns 100% of the membership interest in **Hestia Investments Inc.**(the "Subsidiary");

WHEREAS, Parent and Executive desire to settle the Debt through the transfer of the Subsidiary to Executive, thereby streamlining Parent's balance sheet and reducing its consolidated operational burn rate in preparation for upcoming merger activities.

SECTION 1: THE EXCHANGE & VALUATION

1.1 Transfer of Interest: Parent hereby assigns, transfers, and conveys 100% of its equity and membership interest in the Subsidiary to Executive.

1.2 Satisfaction of Debt: In full consideration for the transfer of the Subsidiary, Executive hereby cancels, waives, and releases Parent from the **$500,000** Debt.

1.3 Mutual Acknowledgment of Value: Both parties agree that the fair market value of the Subsidiary is approximately **$500,000.** This valuation is based on an assessment of the Subsidiary's assets and the immediate relief of Parent's obligation to fund the Subsidiary's ongoing operational deficits.

SECTION 2: SHAREHOLDER EARNINGS PARTICIPATION

2.1 Participation Right: As additional consideration for the benefit of Parent's minority stockholders, the Subsidiary shall pay to Parent an amount equal to **20% of its annual Net Earnings.**

2.2 Duration: This participation obligation shall remain in effect for a period of **two (2) years** following the Closing Date.

2.3 Record Date: All payments received by Parent under this Section shall be distributed pro-rata to Parent's stockholders of record as of **April 30, 2026.**

SECTION 3: TAX TREATMENT & DEFERRED REALIZATION

3.1 Tax-Neutral Intent: The parties intend for this transaction to be treated as a "value-for-value" exchange of a debt instrument for property of equal value.

3.2 Non-Recognition of Immediate Gain: The parties acknowledge that Executive's gain, if any, shall be realized only upon a future "Liquidity Event" or the sale of the Subsidiary's assets to a third party, and **not** upon the initial execution of this transfer.

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3.3 Consistent Reporting: All corporate and personal tax filings and regulatory disclosures shall be prepared in a manner consistent with the $500,000 valuation established herein.

SECTION 4: ASSUMPTION OF LIABILITIES

4.1 Operational Burn: Effective upon the Closing Date, Executive assumes all responsibility for the Subsidiary's future operational costs, liabilities, and funding requirements, indemnifying Parent against any such costs occurring after the transfer.

SECTION 5: GOVERNANCE & EFFECTIVENESS

5.1 Majority Approval: This Agreement has been ratified by the holders of **67%** of the voting power of Parent pursuant to **NRS 78.320.**

5.2 Effective Date: Pursuant to **SEC Rule 14c-2**, the final transfer of interest shall be effective twenty (20) calendar days after the mailing of a Definitive Information Statement to Parent's stockholders.

SIGNATURES

FOR HESTIA INSIGHT INC. (By Independent Director)

Name:Eugene Cha
Title: Independent Director April 25, 2026

EXECUTIVE

04/25/2026

Edward Lee Chairman & President

VALUATION SUMMARY

TO: The Board of Directors, Hestia Insight Inc.
FROM: Accountant - Hestia Insight Inc.
DATE: April 23, 2026
RE: Valuation Analysis of HESTIA INVESTMENT INC in Connection with Debt Settlement

1. Purpose of Analysis

This summary has been prepared to assist the Board of Directors in determining the fair market value of 100% of the membership interests of **HESTIA INVESTMENT** (the "Subsidiary") in connection with its transfer to Edward Lee to satisfy a **$500,000** legacy compensation liability.

2. Valuation Methodology

Due to the Subsidiary's status as a non-publicly traded entity with limited historical revenue, we have utilized a **Cost-to-Create** and **Asset-Based Approach**, adjusted for current operational liabilities.

3. Key Valuation Findings

- **Legacy Service Value:** We have reviewed the record of service for Edward Lee and find that **six (6) years of executive service without pay or benefits** carries a fair market value exceeding $500,000 based on standard industry benchmarks for public company executives.
- **Subsidiary Fair Market Value (FMV):** Based on the book value of assets and the current market potential of [mention core asset, e.g., the Impact-O AI engine], the FMV is estimated at approximately **$500,000**.
- **Operational Burn Adjustment:** We have noted that the Subsidiary currently requires approximately **$10,000 per month** in funding. The relief of this financial burden represents an immediate cash-flow benefit to Hestia Insight Inc.

4. Inclusion of Shareholder Upside (The "Fairness Kicker")

Critically, this valuation acknowledges that Hestia Insight Inc. is retaining a **20% participation in the Net Earnings** of the Subsidiary for two (2) years post-closing. This provision serves as a "Fairness Adjustment," ensuring that if the Subsidiary's value exceeds the $500,000 estimate through future profitability, the stockholders of record as of **April 30, 2026**, will directly benefit.

5. Conclusion

Participation ore going, it is my professional opinion that the exchange of a $500,000 liquid debt for the illiquid equity of the Subsidiary combined with the retention of 20% profit participation represents a transaction that is **fair and equitable** to Hestia Insight Inc. and its stockholders.

Signed,

ATTAR RAZA
ACCOUNTANT

Exhibit 99.3

Stockholder Action by Written

WRITTEN CONSENT OF THE STOCKHOLDERS (NRS 78.320)

The undersigned, holding at least 67% of the voting power of **Hestia Insight Inc.**, hereby approve the following:

1. **RATIFICATION:** Approval of the transfer of Hestia Investments Inc.to Edward Lee to satisfy $500,000 in debt for **six years of unpaid service**.
2. **SHAREHOLDER UPSIDE:** Approval of the **20% Net Earnings participation** for all stockholders of record as of **April 30, 2026,** for a period of two years.
3. **CONFLICT WAIVER:** The stockholders acknowledge Mr. Lee is an "interested director" and hereby waive any conflict of interest, finding the transaction fair and beneficial to the Company's restructuring goals.

SHAREHOLDER NAME: Edward Lee
SIGNATURE: ____________________
DATE: April 25, 2026

SHAREHOLDER NAME: ECL Capital Partners Corp
SIGNATURE: ____________________
DATE: April 25, 2026

SHAREHOLDER NAME: Sherry Lee
SIGNATURE: ____________________
DATE: April 25, 2026

SHAREHOLDER NAME: ____________________
SIGNATURE: ____________________
DATE: April __, 2026

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SHAREHOLDER NAME: Edward Lee
SIGNATURE: ______________________
DATE: April __, 2026

SHAREHOLDER NAME: ECL Capital Partners Corp
SIGNATURE: ______________________
DATE: April __, 2026

SHAREHOLDER NAME: Sherry Lee
SIGNATURE: ______________________
DATE: April __, 2026

SHAREHOLDER NAME: Tao Deng
SIGNATURE: Tao Deng
DATE: April 25, 2026