

COURT FILE NUMBER BK01-095558
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Clerk's Stamp

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

AND IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF ATTABOTICS INC. AND ATTABOTICS (US), CORP.

APPLICANTS **ATTABOTICS INC. and ATTABOTICS (US), CORP.**

DOCUMENT **AFFIDAVIT OF MARK DICKINSON**

ADDRESS FOR SERVICE **OSLER, HOSKIN & HARCOURT LLP**
AND CONTACT Suite 2700, Brookfield Place
INFORMATION OF 255 – 6th Avenue SW
PARTY FILING THIS Calgary, AB T2P 1N2
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Matter: 1269907

AFFIDAVIT OF MARK DICKINSON
SWORN ON JULY 28, 2025

I, Mark Dickinson, of the City of Fort Collins, in the State of Colorado in the United States of America, **MAKE OATH AND SAY:**

1. I am the Vice President of Operations at ATTAbotics Inc. (“**ATTAbotics**”) and ATTAbotics (US), Corp. (“**ATTAbotics US**” and together with ATTAbotics, the “**Applicants**”). I have been Vice President of Operations at the Applicants since October 2022. Prior to my current role as Vice President Operations, I was Vice President Software Solutions and Vice President Product Development at the Applicants. I have been an employee of the Applicants since October



2020. I hold a Bachelor of Science in Industrial Engineering from the University of Central Florida and am a Certified Project Management Professional.

2. As such, I have personal knowledge of the matters to which I swear in this Affidavit, except where stated to be based on information and belief, in which case I believe such information to be true. In preparing this Affidavit, I have consulted with the Applicants' management team and advisors and reviewed relevant documents and information concerning the Applicants' operations, business and financial affairs. I am authorized by the Applicants to swear this Affidavit.

3. I swear this Affidavit supplemental to the Affidavit previously sworn by Mr. Michael Saitow on July 21, 2025 (the "**Saitow Affidavit**") in support of an amended application by the Applicants for an Order:

- (a) extending the time within which the Applicants are required to file a proposal to their creditors under section 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**") to September 15, 2025 (the "**Stay Period**");
- (b) approving the second key employee retention plan (the "**Second KERP**") generally in the form discussed herein and attached as **Confidential Exhibit "A"** hereto, increasing the KERP Charge established and defined at paragraph 19 of the Order of the Honourable Justice Gill granted in these proceedings on July 4, 2025 (the "**July 4 Order**") from \$90,000 to an aggregate amount of \$222,921, and declaring that the KERP Charge shall apply equally to, and secure, all payments contemplated to the Key Employees by the Second KERP;



- (c) approving the sales and investment solicitation process (“**SISP**”) generally in the form attached as **Exhibit “B”** hereto and authorizing and directing the Applicants and Richter Inc., in its capacity as Proposal Trustee (the “**Proposal Trustee**”) to implement the SISP in accordance with its terms;
- (d) approving the Amended and Restated Interim Financing Term Sheet (the “**A&R Term Sheet**”) to increase permitted borrowings under the Interim Facility from \$1.5 million to \$3.5 million and to extend the maturity date of the Interim Facility from August 1, 2025 to September 15, 2025;
- (e) directing that Confidential Exhibit “A” hereto be treated as confidential and sealed and not form part of the public record, pending further order of this Court; and
- (f) such further and other relief as counsel may request and this Honourable Court may grant.

4. Capitalized terms used but not otherwise defined in this Affidavit have the meanings given to such terms in the July 4 Order or in the SISP.

5. An overview of these NOI Proceedings to date, the reasons leading to the NOI Proceedings and the Applicants’ business and operations is provided in the Saitow Affidavit and in the Affidavit of Edna Conway, sworn July 3, 2025 (the body of which is attached as Exhibit A to the Saitow Affidavit). I accordingly limit this Affidavit to a discussion of the relief sought by the Applicants to the extent not otherwise discussed in the Saitow Affidavit. This Affidavit should be read in conjunction with the Saitow Affidavit.



Sales and Investment Solicitation Process

6. As discussed further in the Conway and Saitow Affidavits, the Interim Facility Term Sheet required the Applicants to diligently pursue options to sell their assets or business or obtain an investment in ATTAbotics. Accordingly, immediately following commencement of the NOI Proceedings, the Applicants and Proposal Trustee commenced the solicitation process discussed in the Saitow Affidavit (the “**Solicitation Process**”).

7. The Proposal Trustee received numerous expressions of interest (“**EOIs**”) in the Solicitation Process and, based on the volume and scope of EOIs received, assisted the Applicants with preparing and finalizing a targeted SISP to facilitate the completion of remaining due diligence and solicit binding Bids. A copy of the proposed SISP is attached hereto as **Exhibit “B”**.

The key terms of the proposed SISP are as follows:

- (a) the Proposal Trustee will administer the SISP in consultation with the Applicants and the Interim Lender;
- (b) all parties who wish to participate in the SISP must provide an executed non-disclosure agreement (“**NDA**”) in form and substance satisfactory to the Proposal Trustee and the Applicants (each party who signs an NDA or is otherwise deemed eligible by the Proposal Trustee is referred to herein as a “**Potential Bidder**”);
- (c) the Proposal Trustee, in consultation with the Applicants and the Interim Lender, subject to competitive and other business considerations, will afford each Potential Bidder access to the data room and such other due diligence material and information as deemed appropriate;



- (d) each Potential Bidder that wishes to make a formal offer to purchase, or make an investment in, the Applicants, the Property, or Business, or any parts thereof, must submit a binding Bid to the Proposal Trustee by no later than 12:00 p.m. (Calgary time) on August 21, 2025 (the “**Bid Deadline**”);
- (e) each Bid must comply with the requirements outlined in the SISP, including:
 - (i) the Bid must be a binding offer to acquire all, substantially all or a portion of the Property or the shares of the Applicants, and/or make an investment in, restructure, reorganize or refinance the Business or the Applicants;
 - (ii) the Bid must include a duly authorized and executed definitive transaction agreement;
 - (iii) the Bid must not be conditional on the outcome of any unperformed due diligence or obtaining financing;
 - (iv) the Bid must include (i) a letter stating that the Bid is irrevocable until approval of the Successful Bid(s) by the Court, (ii) written evidence of a firm, irrevocable commitment for financing or other evidence of the Bidder’s ability to consummate the proposed transaction, (iii) written evidence, in form and substance satisfactory to the Proposal Trustee, in consultation with the Applicants and the Interim Lender, of authorization and approval from the Bidder’s board of directors (or comparable governing body), and (iv) disclosure of the identity of each entity that will be entering into the transaction or that is otherwise participating in or benefiting from



such Bid, and any additional “Know Your Client” information that may be requested by the Proposal Trustee or the Interim Lender; and

- (v) the Bid must not include any request for or entitlement to any break or termination fee, expense reimbursement or similar type of payment;
- (f) all Bids must be accompanied by a non-refundable deposit in the amount of not less than 10% of (i) the cash consideration offered under the Bid for a Sale Proposal, or (ii) the total new investment contemplated in the Bid for an Investment Proposal;
- (g) following the Bid Deadline, the Proposal Trustee, in consultation with the Applicants and the Interim Lender, will assess the Bids received and designate the most competitive Bids that comply with the requirements of the SISP as “Qualified Bids”;
- (h) if the Proposal Trustee receives multiple Qualified Bids, the Proposal Trustee, in consultation with the Applicants and the Interim Lender, may invite all Qualified Bidders to participate in an Auction. The Auction, if any, will be conducted by the Proposal Trustee in accordance with the procedures outlined in the SISP;
- (i) the highest or otherwise best Qualified Bid(s) received in the SISP will be declared the Successful Bid(s), while the next highest or otherwise best Qualified Bid(s) may be designated as “**Back-Up Bid(s)**” in the event the Successful Bid(s) are not approved by the Court or do not otherwise close;
- (j) either the Proposal Trustee or the Applicants will seek approval from the Court of the transaction(s) provided in the Successful Bid(s) and any Back-Up Bid(s) and



authority to consummate the transactions provided in the Successful Bid(s) and any Back-Up Bid(s). All Qualified Bids other than the Successful Bid(s) and Back-Up Bid(s), if any, will be deemed rejected on and as of the date of Court approval of the Successful Bid(s) and Back-Up Bid(s);

- (k) any Transaction will be on an “as is, where is” basis and without surviving representations or warranties of any kind, nature, or description (except as otherwise set forth in a definitive sale or investment agreement); and
- (l) the Proposal Trustee may, in consultation with the Applicants and the Interim Lender, seek Court approval of one or more amendments to the SISP and may seek the Court’s direction in respect of implementation of the SISP.

8. The SISP is proposed to be conducted in accordance with the following timeline:

Milestone	Deadline
Deadline for submission of Bids	No later than 12:00 p.m. (Calgary time) on August 21, 2025
Selection of the Successful Bid(s) and Back-Up Bid(s), and Notification of Auction (if any)	No later than 12:00 p.m. (Calgary time) on August 28, 2025
Auction Date (if required)	September 3, 2025
Deadline for finalizing transaction documents based on Successful Bid(s)	September 8, 2025
Filing of application to approve the Successful Bid(s)	Week of Sept 8, 2025
Hearing of the Approval Application	Week of Sept 15, 2025
Outside Date for the Closing of the Successful Bid(s)	September 30, 2025



9. The SISP has been developed by the Proposal Trustee and the Applicants, in consultation with the Interim Lender. It has been structured to build on the significant work that has already been undertaken in the Solicitation Process in order to provide Potential Bidders with an opportunity to complete final due diligence and submit a binding Bid. While the timelines in the SISP are abbreviated, the market has already been broadly canvassed as part of the Solicitation Process and interested parties have already had approximately three and a half weeks to execute an NDA, access the data room and complete due diligence. Since the Saitow Affidavit was sworn, the Applicants have executed an additional 5 NDAs (for a total of 36 NDAs) and have a further 4 NDAs under negotiation with interested parties.

10. In addition, the Applicants have extremely limited capital available to them at the present time and are reliant on the Interim Facility to fund their business, operations and these NOI Proceedings. As discussed below, the maturity date under the A&R Term Sheet is September 15, 2025. It is accordingly imperative that the Applicants advance the SISP to completion and seek approval of the Successful Bid(s) and any Back-Up Bid(s) expediently. The Applicants have no assurances that additional funding will be made available by the Interim Lender should a longer process to be undertaken.

11. The Applicants believe that the SISP is fair, reasonable and appropriate in the circumstances and will provide sufficient time to allow Potential Bidders to fully participate in the SISP (to the extent desired). I understand that the Proposal Trustee supports the SISP.

Second KERP

12. The basis of, and reasons for, the Second KERP are described in the Saitow Affidavit.



13. Since the Saitow Affidavit was sworn, two additional employees resigned from the Applicants (including Mr. Saitow), leaving only 9 employees (one of whom remains on medical leave) to navigate these NOI Proceedings. The departure of the two employees has only amplified the necessity of retaining and compensating the few employees that remain. Each of the remaining employees has shown an unwavering commitment to the Applicants, all possess significant knowledge of the business and operations of the Applicants, and all have (and will continue to) accept increased workloads in order to facilitate these NOI Proceedings.

14. The Applicants are accordingly proposing to offer a Second KERP to the remaining 8 employees (i.e. all remaining employees less the individual on medical leave) on the basis outlined in **Confidential Exhibit "A"**. The terms of the proposed Second KERP are as follows:

- (a) the Second KERP will be paid in accordance with the following schedule:
 - (i) 25% of the KERP payment (the **"First Payment"**) will be payable on the earlier of August 31, 2025 and the commencement of any Alternate Proceeding¹ (the **"First Payment Date"**);
 - (ii) 25% of the KERP payment will be payable on the earlier of September 30, 2025 or the closing of a transaction within the NOI Proceedings (the **"Second Payment Date"**); and

¹ An "Alternate Proceeding" means any of: (a) the termination or the expiration of the NOI Proceedings, (b) the voluntary assignment in bankruptcy or deemed voluntary assignment in bankruptcy in respect of the Applicants, (c) a bankruptcy order in respect of the Applicants, or (d) the appointment of a receiver, interim receiver or receiver and manager over the Applicants or all or any material portion of the Applicants' assets.



- (iii) 50% of the KERP payment will be payable on the earlier of October 31, 2025 or the closing of a transaction within the NOI Proceedings (together with the First Payment Date and the Second Payment Date, the “**Payment Dates**” and, any of them, a “**Payment Date**”);
- (b) on order to receive any portion of the Second KERP payments, the employee must
 - (i) be actively employed by the Applicants on the applicable Payment Date or, in the event of an Alternate Proceeding, be retained by the Trustee or Receiver as a consultant until the applicable Payment Date, and (ii) perform his or her duties and responsibilities to the best of his or her abilities; and
- (c) if an Alternative Proceeding occurs and the Proposal Trustee is appointed as Receiver or Trustee of the Applicants’ estate(s) or property, then the Proposal Trustee has agreed to apply to the Court for approval of the continued receipt of the KERP payment and for the continuation of the KERP Charge in such Alternate Proceeding for so long as the conditions outlined above remain satisfied.

15. The Second KERP was developed in consultation with both the Proposal Trustee and the Interim Lender. The Applicants believe that the amounts payable to the employees under the Second KERP are reasonable and appropriate in the circumstances.

16. The Applicants seek an increase to the KERP Charge from \$90,000 to \$222,921 to secure their obligations under the Second KERP.

A handwritten signature in black ink, consisting of a stylized, cursive 'S' or 'E' shape.

Increase to the Interim Facility

17. The Applicants require an increase to the Interim Facility in order to fund their payroll obligations, normal course business expenses, and the costs of these NOI Proceedings during the requested Stay Period. The Applicants also require an extension to the current August 1, 2025 maturity date of the Interim Facility. The Interim Lender has accordingly agreed to enter the A&R Term Sheet with the Applicants to: (a) increase permitted borrowings under the Interim Facility from \$1.5 million to \$3.5 million; and (b) extend the maturity date of the Interim Facility to September 15, 2025. A copy of the A&R Term Sheet is attached hereto as **Exhibit "C"**. A copy of the A&R Term Sheet blacklined against the Interim Financing Term Sheet is attached hereto as **Exhibit "D"**. A copy of the Cash Flow Projections referenced in the A&R Term Sheet is attached hereto as **Exhibit "E"**.

Restricted Court Access Order

18. Confidential Exhibit "A" lists the names of each of the 8 remaining employees, each of their annual salaries, the percentage of salary proposed to be paid in the Second KERP, and the total resulting amount to be paid in the Second KERP. The personal information found in the Confidential Exhibit is not of a nature that would normally be made public by the Applicants in the normal course of business. Disclosure of the employees' personal information (including salary and entitlements under the Second KERP) could be highly prejudicial to them both personally and professionally.

19. The Applicants are accordingly seeking a restricted court access order with respect to Confidential Exhibit "A".



Fiat

20. I am advised by Emma Stirling, an articling student at Osler Hoskin & Harcourt LLP (“**Osler**”), that she and Ms. Paplawski attended on a Teams video call with Mr. Saitow on July 21, 2025, for purposes of swearing the Saitow Affidavit. I am further advised by Ms. Stirling that Mr. Saitow swore an oath before signing and returning the Saitow Affidavit.

21. On July 21, 2025, Osler submitted the Saitow Affidavit to the Court for filing. Attached as **Exhibit “F”** is a copy of Osler’s filing email. On July 22, 2025, Osler received the response attached as **Exhibit “G”** hereto advising that the Saitow Affidavit was rejected for filing on the basis that “Affidavit’s require a live ink signature on it. Please have the affidavit signed with live ink and resubmit for review.”

22. On July 22, 2025 – the same day the Court rejected the Saitow Affidavit for filing – Mr. Saitow resigned from his employment with ATTAbotics. As a result, the Applicants have not been able to obtain a copy of the Saitow Affidavit with a wet ink signature.

The deponent was not physically present before the commissioner but was linked with the commissioner using video technology, and the process described in Notice to the Profession and Public #2020-02 was followed.

SWORN BEFORE ME at Calgary, Alberta, by two-way videoconferencing with the deponent this 28th day of July 2025. I certify that Mark Dickinson satisfied me that he was a person entitled to swear.



Commissioner for Taking Affidavits in and for
the Province of Alberta

Emma Carlson Stirling
Student-at-Law

Mark Dickinson



This is **CONFIDENTIAL** Exhibit "A" to the Affidavit of Mark Dickinson
sworn before me this 28th day of July 2025.



Notary Public/Commissioner for Oaths in and for Alberta

Emma Catriona Stirling
Student-at-Law



CONFIDENTIAL EXHIBIT “A”

A handwritten signature or mark, possibly initials, located in the bottom right corner of the page.

This is **Exhibit "B"** to the Affidavit of Mark Dickinson
sworn before me this 28th day of July 2025.



Notary Public/Commissioner for Oaths in and for Alberta

Emma Catriona Stirling
Student-at-Law



SALE AND INVESTMENT SOLICITATION PROCESS

Introduction

1. On July 2, 2025, ATTABotics Inc. (“**ATTAbotics**”) and ATTABotics (US) Corp. (together, the “**Companies**”) filed Notices of Intention to Make a Proposal (the “**Proposal Proceeding**”) under Part III, Division I of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) resulting in a consolidated proceeding before the Court of King’s Bench of Alberta (the “**Court**”). Pursuant to the Notices of Intention to Make a Proposal filed in the Proposal Proceeding, Richter Inc. was appointed as proposal trustee (in such capacity, the “**Proposal Trustee**”). On July 4, 2025, the Court issued an Order, among other things, authorizing Attabotics, as borrower, to obtain interim funding (the “**DIP Loan**”) from Export Development Canada, as lender (in such capacity, the “**DIP Lender**”).
2. The Proposal Trustee will, with the assistance of its advisors and the Companies, and in consultation with the DIP Lender, conduct the sale and investment solicitation process (the “**SISP**”) described herein pursuant to a Court order dated July 29, 2025 (the “**SISP Order**”). The SISP is intended to solicit interest in an acquisition of or investment in the business or a sale of the assets and/or the business of the Companies by way of merger, reorganization, recapitalization, primary equity issuance or other similar transaction (a “**Transaction**”). The Proposal Trustee, in consultation with the Companies and the DIP Lender, intends to provide all qualified interested parties with an opportunity to participate in the SISP.

Opportunity and Potential Bidders

3. The SISP is intended to solicit interest in the opportunity (the “**Opportunity**”) to submit binding bids for a sale of or investment in all or part of the Companies’ assets (the “**Property**”) and/or business (the “**Business**”).
4. The Proposal Trustee and the Companies, in consultation with the DIP Lender, completed an initial solicitation phase prior to the granting of the SISP Order (the “**Solicitation Phase**”) wherein potential bidders, including: (i) parties that approached the Companies or the Proposal Trustee indicating an interest in the Opportunity; (ii) local and international strategic and financial parties who the Proposal Trustee, in consultation with the Companies and the DIP Lender, believed may be interested in the Opportunity; and (iii) parties that showed an interest in the Companies and/or their assets by way of previous, out-of-court strategic reviews and/or sales processes (collectively, the “**Contacted Persons**”) were contacted and invited to submit a non-binding expression of interest in respect of a Transaction relating to the Business or Property.
5. Contacted Persons and other parties who wish to participate in the SISP must provide an executed non-disclosure agreement in form and substance satisfactory to the Proposal Trustee and the Companies (an “**NDA**”).
6. The Contacted Persons and other parties who sign an NDA or who are otherwise deemed eligible by the Proposal Trustee are referred to herein as “**Potential Bidders**”.
7. Except to the extent otherwise set forth in a definitive sale or investment agreement with the Successful Bidder (as defined below), any Transaction will be on an “as is, where is” basis and without surviving representations or warranties of any kind, nature, or description by the Proposal Trustee, the Companies, or any of their respective agents, advisors or estates, and, in the event of a sale, Potential Bidders may specify in their Bids that all of the right, title and interest of the



Companies in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, financial and monetary claims charges, options and interests therein and thereon pursuant to Court order(s), to the extent that the Court deems it appropriate to grant such relief and except as otherwise provided in such Court order(s).

Role of the Proposal Trustee

8. The Proposal Trustee's responsibilities under the SISP include:
- (a) administering the SISP as set out herein in consultation with the Companies and the DIP Lender
 - (b) consulting with the Companies and the DIP Lender in connection with the bidding procedures included in this SISP and the closing of the transaction contemplated in the Successful Bid(s) (as defined below);
 - (c) assisting the Companies to facilitate information requests, including assisting the Companies in preparing or modifying financial information to assist with the bidding procedures described in this SISP;
 - (d) reporting to the Court in connection with the SISP, including the bidding process described in this SISP, and the closing of the transaction contemplated in the Successful Bid(s);
 - (e) conducting an Auction (as defined below), if necessary, in accordance with the Auction procedures contemplated herein; and
 - (f) assisting the Companies with the closing of the transaction contemplated in the Successful Bid(s).
9. In consultation with the Companies and the DIP Lender, the Proposal Trustee may seek Court approval of one or more amendments to the SISP and may seek the Court's directions in respect of the implementation of the SISP.

Timeline

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

Milestone	Original Deadline
Deadline for submission of Bids	No later than 12:00 p.m. (Calgary time) on August 21, 2025
Selection of the Successful Bid(s) and Back-Up Bid(s), and Notification of Auction (if any)	No later than 12:00 p.m. (Calgary time) on August 28, 2025
Auction Date (if required)	September 3, 2025



Deadline for finalizing transaction documents based on Successful Bid(s)	September 8, 2025
Filing of application to approve the Successful Bid(s)	Week of Sept 8, 2025
Hearing of the Approval Application (as defined below)	Week of Sept 15, 2025
Outside Date for the Closing of the Successful Bid(s) (the “ Outside Date ”)	September 30, 2025

11. Subject to any order of the Court, the dates associated with any of the milestones set out in the SISP may be extended by the Proposal Trustee with the consent of the DIP Lender.

Potential Bidders and Due Diligence Materials

12. The Proposal Trustee, in consultation with the Companies and the DIP Lender, subject to competitive and other business considerations, will afford each Potential Bidder access to such due diligence material and information relating to the Companies, the Property and the Business as the Proposal Trustee, in consultation with the Companies and the DIP Lender, deems appropriate. Due diligence may include access to an electronic data room containing information about the Companies, the Property and the Business, and may also include management presentations, and other matters which a Potential Bidder may reasonably request and as to which the Proposal Trustee, in its judgment and in consultation with the Companies and the DIP Lender, may agree. The Proposal Trustee will designate a representative or representatives to coordinate all reasonable requests for additional information and due diligence access from Potential Bidders and the manner in which such requests must be communicated. Neither the Proposal Trustee nor the Companies will be obligated to furnish any information relating to the Companies, the Property or Business to any person other than as is expressly provided for in the SISP. Furthermore, and for the avoidance of doubt, selected due diligence materials may be withheld from certain Potential Bidders if the Proposal Trustee in consultation with the Companies determines such information to represent proprietary or sensitive competitive information / disclosure that could impair the Companies, the Business or the integrity of the SISP. None of the Proposal Trustee, the Companies, or any of their respective agents, advisors or estate shall be held responsible for, and none of them will bear any liability with respect to, any information obtained by any person in connection with a sale of the Property or Business or investment in the Companies.
13. Without limiting the generality of any term or condition of any NDA between the Companies, on the one hand, and any Potential Bidder or Bidder (as defined below), on the other hand, unless otherwise agreed by the Proposal Trustee in consultation with the Companies or ordered by the Court, no Potential Bidder or Bidder shall be permitted to have any discussions with: (a) any counterparty to any contract with the Companies (or any of them), any secured or unsecured creditor of the Companies, any current or former director, manager, shareholder, officer, member or employee of the Companies (or any of them), other than in the normal course of business and wholly unrelated to the Companies, the Opportunity, the confidential information, the SISP or the Proposal Proceeding; or (b) any other Potential Bidder or Bidder regarding the SISP, the



Opportunity, the confidential information or any bids submitted or contemplated to be submitted pursuant to the SISP. Notwithstanding the foregoing, where any such communications are agreed to with the Proposal Trustee's consent, such discussions shall be made in the presence of the Proposal Trustee.

14. Potential Bidders and Bidders must rely solely on their own independent review, investigation and/or inspection of all information and of the Companies, Property and Business in connection with their participation in the SISP and any transaction they enter into with the Companies (or any of them).

Binding Offers

15. Potential Bidders that wish to make a formal offer to purchase, or make an investment in, the Companies, Property or Business, or any part thereof (a "**Bidder**") shall submit a binding offer either individually or in combination with other offers (a "**Bid**") that complies with all of the following requirements to the Proposal Trustee at the address specified in Schedule "1" hereto (including by email), which Bid shall be delivered by such Bidder by no later than 12:00 p.m. (Calgary Time) on August 21, 2025 (the "**Bid Deadline**");

- (a) the Bid must be a binding offer to:
 - (i) acquire all, substantially all or a portion of the Property or the shares of the Companies (a "**Sale Proposal**"); and/or
 - (ii) make an investment in, restructure, reorganize or refinance the Business or the Companies (an "**Investment Proposal**");
- (b) the Bid must identify the key terms and provisions to be included in any approval order of the Court, including whether such order will be a "reverse vesting order";
- (c) the Bid must include a duly authorized and executed definitive transaction agreement;
- (d) the definitive transaction agreement in respect of a Bid shall include, among other things:
 - (i) that the Bid is not conditioned upon: (A) the outcome of any unperformed due diligence by the Bidder; or (B) obtaining financing, but may be conditioned upon the Companies receiving the required approvals or amendments relating to the licences required to operate the business, and/or transfer of the Property, if necessary;
 - (ii) any and all conditions and approvals required to complete the closing of the transaction; and
 - (iii) all terms in respect of such Sale Proposal or Investment Proposal, as applicable;
- (e) the Bid shall be consistent with the necessary terms and conditions established by the Proposal Trustee in consultation with the Companies and the DIP Lender and communicated to Bidders;



- (f) the Bid must include a letter stating that the Bidder's offer is irrevocable until approval of the Successful Bid(s) by the Court, provided that if such Bidder is selected as the Successful Bidder or Back-Up Bidder, its offer shall remain irrevocable until the closing of the transaction contemplated by such Bid;
- (g) the Bid must include written evidence of a firm, irrevocable commitment for financing or other evidence of the Bidder's ability to consummate the proposed transaction that will allow the Proposal Trustee in consultation with the Companies and the DIP Lender to make a determination as to the Bidder's financial and other capabilities to consummate the proposed transaction;
- (h) the Bid must include written evidence, in form and substance satisfactory to the Proposal Trustee in consultation with the Companies and the DIP Lender, of authorization and approval from the Bidder's board of directors (or comparable governing body) with respect to the submission, execution and delivery of such Bid, and identification of any anticipated shareholder, regulatory or other approvals outstanding, and the anticipated process and timeframe and any anticipated impediments for obtaining such approvals;
- (i) the Bid must not include any request for or entitlement to any break or termination fee, expense reimbursement or similar type of payment;
- (j) the Bid must fully disclose the identity of each entity that will be entering into the transaction or the financing thereof, or that is otherwise participating in or benefiting from such Bid, and any additional "Know Your Client" information that may be requested by the Proposal Trustee or Export Development Canada;
- (k) without limiting the foregoing, a Sale Proposal Bid must include:
 - (i) the purchase price in Canadian dollars and a description of any non-cash consideration, including any future royalty payments or other deferred payment, details of any liabilities to be assumed by the Bidder and key assumptions supporting the valuation;
 - (A) if the purchase price involves a royalty, earn-out or other deferred payment, the Sale Proposal Bid shall include a specific indication of the Bidder's proposal and/or commitments for and relating to obtaining necessary regulatory approvals and the Bidder's commercialization strategy, manufacturing capabilities, proposed sale milestones and minimum sale amounts, budget and/or commitment for capital expenditures, direct marketing and sales initiatives and support and proposed product positioning within the Bidder's current product portfolio;
 - (ii) a description of the Property or Business that is expected to be subject to the transaction and any of the Property expected to be excluded;
 - (iii) a specific indication of the financial capability of the Bidder and the expected structure and financing of the transaction;



- (iv) a description of those liabilities and obligations (including operating liabilities) which the Bidder intends to assume and which such liabilities and obligations it does not intend to assume; and
- (v) a non-refundable deposit in the amount of not less than ten percent (10%) of the cash consideration offered under the Bid;
- (vi) a description of the purchase price allocation among the assets included in the Bid;
- (l) without limiting paragraphs 15(a) through 15(i), an Investment Proposal Bid must include:
 - (i) a description of how the Bidder proposes to structure the proposed investment, restructuring, recapitalization, refinancing or reorganization, and a description of any non-cash consideration;
 - (ii) the aggregate amount of the equity and/or debt investment to be made in the Business or the Companies in Canadian dollars;
 - (iii) the underlying assumptions regarding the pro forma capital structure;
 - (iv) a specific indication of the sources of capital for the Bidder and the structure and financing of the transaction;
 - (v) a description of those liabilities and obligations (including operating liabilities) which the Bidder intends to assume and which liabilities and obligations it does not intend to assume; and
 - (vi) a non-refundable deposit in the amount of not less than ten percent (10%) of the total new investment contemplated in the Bid.
- (m) the Bid must include acknowledgements and representations of the Bidder that the Bidder:
 - (i) has, to its satisfaction, had an opportunity to conduct any and all due diligence regarding the Property, the Business and the Companies prior to making its Bid;
 - (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property in making its Bid; and
 - (iii) did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Business, the Property, or the Companies, or the completeness of any information provided in connection therewith, except as may be expressly stated in the definitive transaction agreement(s) signed by the Companies;
- (n) the Bid must contain such other information as may be reasonably requested by the Proposal Trustee in consultation with the Companies and the DIP Lender;
- (o) the Bid must be received by the Bid Deadline;



- (p) the Bid must contemplate closing the transaction set out therein on or before the Outside Date.
- 16. Following the Bid Deadline, the Proposal Trustee, in consultation with the Companies and the DIP Lender, will assess the Bids received. The Proposal Trustee, in consultation with the Companies and the DIP Lender, may designate the most competitive Bids that comply with the requirements set out herein to be “**Qualified Bids**”. Only Bidders whose Bids have been designated as Qualified Bids shall be eligible to participate in an Auction and/or become the Successful Bidder(s) or Back-Up Bidder(s).
- 17. The Proposal Trustee, in consultation with the Companies and the DIP Lender, may waive strict compliance with any one or more of the requirements set out herein and deem such non-compliant Bid(s) to be Qualified Bid(s).
- 18. The Proposal Trustee, in consultation with the Companies and the DIP Lender, may aggregate separate Bids from unaffiliated Bidders to create one or more Qualified Bids.
- 19. The Proposal Trustee, in consultation with the Companies and the DIP Lender, shall be entitled to discuss and negotiate the Bid(s) and the form of any Sale Proposal(s) or Investment Proposal(s) prior to the Bid Deadline for purposes of amending or clarifying the terms and form thereof.
- 20. The Proposal Trustee shall cause each Bidder to be notified in writing as to whether its Bid constituted a Qualified Bid as soon as reasonably practicable following the Bid Deadline.

Evaluation of Bids

- 21. Bids shall be evaluated based upon several factors including, without limitation: (a) the purchase price, the nature of the consideration provided by such Bids and the net value of the consideration provided by such Bids (it being understood that, all else equal, cash consideration is preferable to non-cash consideration, with the value of any non-cash consideration being determined by the Proposal Trustee in its business judgment, in consultation with the Companies and the DIP Lender); (b) the identity, circumstances and ability of the Bidders to successfully complete the transactions contemplated by such Bids; (c) the proposed transaction documents; (d) factors affecting the speed, certainty and value of the transactions contemplated by such Bids; (e) the assets and liabilities included or excluded from the Bids; (f) any related restructuring costs; (g) any synergies between the Bidder’s business and the Companies’ business; and (h) the likelihood and timing of consummating such transaction, each as determined by the Proposal Trustee in its business judgment, in consultation with the Companies and the DIP Lender.
- 22. The Proposal Trustee, in consultation with the Companies and the DIP Lender, may ascribe monetary values to non-monetary terms in any Bid, Qualified Bid, Initial Bid, or Overbid (as defined below) for the purposes of assessing and/or valuing such bids, including without limitation, the value to be ascribed to any liabilities or contracts to be assumed or not assumed.
- 23. If the Proposal Trustee receives multiple Bids that are designated as Qualified Bids (such Bidders, the “**Qualified Bidders**”), the Proposal Trustee, in consultation with the Companies and the DIP Lender, may invite such Qualified Bidders to participate in an Auction to be conducted and administered by the Proposal Trustee, with the assistance of its advisors and the Companies, in accordance with the terms of this SISP (an “**Auction**”).



24. If the Proposal Trustee receives one or more Bids that are designated as Qualified Bid(s) and the Proposal Trustee is satisfied in its reasonable business judgement, in consultation with the Companies and the DIP Lender, that it would be appropriate to consummate the transaction(s) contemplated by such Qualified Bid(s), the Proposal Trustee shall designate such Qualified Bid(s) as the successful bid(s) (the “**Successful Bid(s)**”, and the Qualified Bidder(s) making such bid(s), the “**Successful Bidder(s)**”), with or without negotiation of the Qualified Bid(s) and without conducting an Auction. The Proposal Trustee may further designate one or more Qualified Bid(s) as secondary successful bid(s) that may become the Successful Bid(s) only in the event that the Successful Bid(s) are not approved by the Court or do not otherwise close (the “**Back-Up Bid(s)**”, and the Qualified Bidder(s) making such bid(s) as the back-up bids (the “**Back-Up Bidder(s)**”). Any Back-Up Bid(s) shall be designated as such by the Proposal Trustee using its reasonable business judgment and in consultation with the Companies and the DIP Lender, and shall otherwise meet all requirements of a Successful Bid. A bid that includes any collateral subject to first-ranking security in favour of Export Development Canada that does not provide sufficient cash consideration to be received on or prior to the Outside Date to repay the DIP Loan and all senior secured debt obligations owing to Export Development Canada that arose prior to the commencement of the Proposal Proceeding shall only be designated as the Successful Bid with approval of the DIP Lender.

Auction

25. Following the evaluation of multiple Qualified Bids, the Proposal Trustee shall notify each Qualified Bidder if an Auction will be held. The Proposal Trustee shall provide instructions for the Auction by no less than three (3) business days prior to the commencement of the Auction.
26. Only Qualified Bidders shall be eligible to participate in the Auction. No later than 12:00 p.m. (Calgary time) on two (2) business days prior to the Auction, each Qualified Bidder must inform the Proposal Trustee whether it intends to participate in the Auction. The Proposal Trustee will promptly thereafter inform in writing, or cause to be informed in writing, each Qualified Bidder who has expressed its intent to participate in the Auction (the “**Auction Participants**”) of the identity of all other Qualified Bidders that have indicated their intent to participate in the Auction.

Auction Procedure

27. The Auction shall be governed by the following procedures:
- (a) **Participation at the Auction.** Only the Proposal Trustee, the Companies, the Auction Participants, the DIP Lender and each of their respective advisors will be entitled to attend the Auction, and only the Auction Participants will be entitled to make any subsequent Overbids (as defined below) at the Auction. The Proposal Trustee shall provide all Auction Participants with the details of the Initial Bid (as defined below) by 12:00 p.m. (Calgary Time) on the business day before the Auction Date;
 - (b) **No Collusion.** Each Auction Participant shall be required to confirm on the record at the Auction that: (i) it has not engaged in any collusion with respect to the Auction and the SISP; and (ii) its bid and each subsequent Overbid is a good-faith *bona fide* offer, which, if accepted by the Proposal Trustee on the record of the Auction, forms a binding agreement between the parties, and that the Auction Participant intends to consummate the proposed transaction if selected as a Successful Bidder;

- (c) **Minimum Overbid.** The Auction shall begin with the Qualified Bid that represents the highest or otherwise best Qualified Bid as determined by the Proposal Trustee, in consultation with the Companies and DIP Lender (the “**Initial Bid**”), and any bid made at the Auction by an Auction Participant subsequent to the Proposal Trustee’s announcement of the Initial Bid (each, an “**Overbid**”) must proceed in minimum additional increments determined by the Proposal Trustee during the Auction in consultation with the Companies and the DIP Lender;
 - (d) **Bidding Disclosure.** The Auction shall be conducted such that all Overbids will be made and received in one group video conference, on an open basis, and all Auction Participants will be entitled to be present for all bidding with the understanding that the true identity of each Auction Participant will be fully disclosed to all other Auction Participants and that all material terms of each Overbid will be fully disclosed to all other Auction Participants throughout the entire Auction; provided, however, that the Proposal Trustee, in its discretion, may establish separate video conference rooms to permit interim, technical, or clarifying discussions between the Proposal Trustee and individual Auction Participants with the understanding that all Overbids will be delivered in one group video conference, on an open basis;
 - (e) **Bidding Conclusion.** The Auction shall continue in one or more rounds and will conclude after each Auction Participant has had and refused the opportunity to submit an Overbid with full knowledge of the then-existing highest Qualified Bid(s) or Overbid(s), at which time the Proposal Trustee will declare the Auction to be concluded;
 - (f) **No Post-Auction Bids.** No Overbids will be considered for any purpose after the Proposal Trustee has declared the Auction to be concluded; and
 - (g) **Auction Procedures.** The Proposal Trustee, in consultation with the Companies and the DIP Lender, shall be at liberty to modify or to establish additional procedural rules for the Auction as it sees fit.
28. During the Auction, the Proposal Trustee, in consultation with the Companies and the DIP Lender, will:
- (a) review Qualified Bids and Overbids, as the case may be, considering the factors set out in paragraph 21, among others; and
 - (b) identify the highest or otherwise best Qualified Bids or Overbids received at any given time during the Auction, with the highest or otherwise best such bid or bids at the conclusion of the Auction being the Successful Bid(s), and the Qualified Bidder(s) making such bid the Successful Bidder(s);
 - (c) identify the next highest or otherwise best Qualified Bids or Overbids received at any given time during the Auction with the next highest or otherwise best such bid or bids at the conclusion of the Auction being the Back-Up Bid(s), and the Qualified Bidder(s) making such bid or bids the Back-Up Bidder(s).

Deposits

29. Any deposit(s) made by the Successful Bidder(s) pursuant to this SISP shall be held by the Proposal Trustee in a single interest-bearing account designated solely for such purpose and such deposit(s)



shall be dealt with in accordance with the definitive documents for the transactions contemplated by the Successful Bid(s). Deposits that are paid to the Proposal Trustee in respect of Bids that do not ultimately become Successful Bid(s) shall be returned to the Bidder.

Approval Application Hearing

30. The Successful Bidder(s) shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Successful Bid(s) was or were made by September 8, 2025, unless extended by the Proposal Trustee, in consultation with the Companies and the DIP Lender.
31. At the hearing of the application to approve any transaction(s) with the Successful Bidder(s) (the “**Approval Application**”), the Proposal Trustee or the Companies shall seek, among other things, approval from the Court to consummate the Successful Bid(s) and any Back-Up Bids. All Qualified Bids other than the Successful Bid(s) and Back-Up Bids, if any, shall be deemed to be rejected on and as of the date of approval of the Successful Bid(s) and Back-Up Bids by the Court.

Participation of Secured Lenders

32. The Proposal Trustee, in consultation with the Companies, may, as it deems appropriate, consult with secured creditors of the Companies throughout the SISP upon such assurances as to confidentiality as the Proposal Trustee may require. Notwithstanding the foregoing, to the extent any secured creditor is or is related to a Bidder or a Potential Bidder, the Proposal Trustee and Companies shall not provide such secured lender with information that might create an unfair advantage or jeopardize the integrity of the SISP unless such secured creditor irrevocably confirms in writing to the Proposal Trustee that it shall not submit or participate directly or indirectly in the submission of a Bid.
33. Subject to any order of the Court, and notwithstanding anything to the contrary contained herein, following the Bid Deadline: (a) the DIP Lender may support any Bid(s) by agreeing to convert its debt to equity or otherwise be treated as an unaffected creditor in the transaction proposed in such Bid; and (b) the DIP Lenders’ decision to provide any such support shall not affect any of its rights hereunder, including its consultation and consent rights.

Insider Participation

34. The Proposal Trustee shall not furnish any information to any officer, director, or employee of, or other non-arm’s length party in relation to, the Companies (each such person, an “**Insider**”) where the Insider’s receipt of such information might create an unfair advantage or jeopardize the integrity of the SISP, unless such Insider irrevocably confirms in writing to the Proposal Trustee that he, she or it shall not submit or participate directly or indirectly in the submission of a Bid (an “**Insider Notice**”). Any Insider who delivers an Insider Notice to the Proposal Trustee shall not be entitled to participate directly or indirectly as a Potential Bidder, Qualified Bidder, Selected Bidder, or Successful Bidder in the SISP and shall thereafter be entitled to receive such updates and information regarding the status of the SISP as the Proposal Trustee deems appropriate.
35. To the extent any officer, director or other employee of the Companies (each such person, a “**Participating Employee**”) is or is related to a Potential Bidder, the Proposal Trustee and Companies shall not provide such Participating Employee with information that might create an unfair advantage or jeopardize the integrity of the SISP unless such Participating Employee and



Potential Bidder irrevocably confirms in writing to the Proposal Trustee that it shall not submit or participate directly or indirectly in the submission of a Bid.

36. Except as set forth in paragraph 35, nothing in this SISP shall prohibit a Participating Employee from participating as a Bidder in the SISP. To the extent that any Participating Employee intends to participate as a Bidder in the SISP, it shall notify the Proposal Trustee by no later than August 14, 2025. Notwithstanding anything to the contrary in this SISP, to the extent that any Participating Employee provides notice to the Proposal Trustee of its intention to participate as a Bidder in the SISP, the Participating Employee shall, from the time of such notice, be subject to such restrictions as the Proposal Trustee, acting reasonably, determines to be necessary to ensure that the such Participating Employee's participation as a Bidder in the SISP does not, or would not be reasonably likely to, create an unfair advantage for any party or otherwise jeopardize the integrity of the SISP.

Confidentiality and Access to Information

37. Unless expressly provided for herein, participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Potential Bidders, Bidders, Qualified Bidders, Back-Up Bidders, or Successful Bidders, or the details of any bids submitted or the details of any confidential discussions or correspondence between the Companies, the Proposal Trustee, the DIP Lender and such other Potential Bidders, Bidders, Qualified Bidders, Back-Up Bidders, or Successful Bidder(s) in connection with the SISP, except to the extent that the Proposal Trustee, in consultation with the Companies and the DIP Lender, and with the consent of the applicable bidders, are seeking to combine separate Bids to form one or more Qualified Bids.
38. All discussions regarding Bids should be directed through the Proposal Trustee. Under no circumstances shall any current or former officer, director or other employee of the Companies be contacted by any Potential Bidders, Bidders, Qualified Bidders, Back-Up Bidders, or Successful Bidders without the prior consent of the Proposal Trustee. Any such unauthorized contact or communication may result in exclusion of the Potential Bidder, Bidder, Qualified Bidder, Back-Up Bidder, or Successful Bidder, as applicable, from the SISP. If any Potential Bidder, Bidder, Qualified Bidder, Back-Up Bidder, or Successful Bidder is contacted by a current or former officer, director or other employee of the Companies without the prior consent of the Proposal Trustee, then such Bidder, Qualified Bidder, Back-Up Bidder, or Successful Bidder shall advise the Proposal Trustee of such contact forthwith. The failure to advise the Proposal Trustee of such contact shall entitle the Proposal Trustee to exclude the Bidder, Qualified Bidder, Back-Up Bidder or Successful Bidder, as applicable, from the SISP.

Supervision of the SISP

39. The Proposal Trustee shall oversee and conduct the SISP in all respects, and, without limitation to that supervisory role, the Proposal Trustee will participate in the SISP in the manner set out in this SISP, the SISP Order, and any other orders of the Court, and is entitled to receive all information in relation to the SISP. In the event that there is disagreement or dispute as to the interpretation or application of the SISP, the Court will have the exclusive jurisdiction to hear and resolve such disagreement or dispute.
40. This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between the Companies, or the Proposal Trustee and any Potential Bidder, Bidder, Qualified Bidder, Back-Up Bidder, or Successful Bidder or any other party, other than as specifically set forth in a definitive agreement that may be entered into with the Companies.



41. Without limiting the generality of the preceding paragraph, the Proposal Trustee or its counsel shall not have any liability whatsoever to any person or party, including, without limitation, any Potential Bidder, Bidder, Qualified Bidder, Back-Up Bidder, Successful Bidder, the Companies, the DIP Lender or any other creditor or other stakeholder of the Companies, for any act or omission related to the process contemplated by this SISP, except to the extent of its wilful misconduct or gross negligence. By submitting a Bid, each Bidder shall be deemed to have agreed that it has no claim against the Proposal Trustee or its counsel for any reason whatsoever.
42. Participants in the SISP are responsible for all costs, expenses and liabilities, including, without limitation, finder's fees, broker's fees or any similar fees, incurred by them in connection with the submission of any Bid, due diligence activities, the Auction and any further negotiations or other actions whether or not they lead to the consummation of a transaction.
43. The Proposal Trustee, with the approval of the Companies and the DIP Lender, shall have the right to modify the SISP if, in its reasonable business judgment, such modification would enhance the process or better achieve the objectives of the SISP; provided that the service list in this Proposal Proceeding shall be advised of any substantive modification to the procedures set forth herein.

A handwritten signature in black ink, consisting of a stylized 'E' followed by a long horizontal stroke and a small loop at the end.

Schedule "1"
Address of Proposal Trustee

To the Proposal Trustee:

Richter Inc.
181 Bay St. #3510
Bay Wellington Tower
Toronto ON M5J 2T3
Canada

Attention: Karen Kimel
Andrew Adessky
Brett Miller
Danish Khan

Email: kkimel@richter.ca
aadessky@richter.ca
bmiller@richter.ca
dkhan@richter.ca

A handwritten signature in black ink, consisting of a stylized, cursive 'S' or '8' shape.

This is **Exhibit "C"** to the Affidavit of Mark Dickinson
sworn before me this 28th day of July 2025.



Notary Public/Commissioner for Oaths in and for Alberta

Emma Catriona Stirling
Student-at-Law



AMENDED AND RESTATED DEBTOR-IN-POSSESSION LOAN AGREEMENT

CDN\$3,500,000 Facility

Dated as of July 28, 2025

WHEREAS, on July 2, 2025 (the "**Filing Date**"), Attabotics Inc. (the "**Borrower**") and Attabotics (US), Corp. (the "**Guarantor**") filed Notices of Intention to Make a Proposal pursuant to Division I of Part III of the *Bankruptcy and Insolvency Act* (Canada) (the proceedings commenced by such filing being the "**Proposal Proceedings**") and Richter Inc. ("**Richter**") has been appointed as trustee in such proceedings (in such capacity, the "**Proposal Trustee**").

AND WHEREAS, the Borrower solicited options to sell its assets and business or obtain an investment in its assets and business during the 30 day initial period of the Proposal Proceedings.

AND WHEREAS, Export Development Canada agreed to provide funding to the Borrower in the context of the Proposal Proceedings in accordance with the terms set out in an original Debtor-In-Possession Loan Agreement at the commencement of the Proposal Proceedings (the "**Original DIP Facility**").

AND WHEREAS the Borrower proposes to extend the Proposal Proceedings for a period of 45 days to September 15, 2025, for the purposes of conducting a sale and investment solicitation process (the "**SISP**") approved by court order in the Proposal Proceedings (the "**SISP Order**").

AND WHEREAS, Export Development Canada has agreed to provide additional funding to the Borrower in connection with the SISP in accordance with the terms and subject to the conditions set out in this Amended and Restated Debtor-In-Possession Loan Agreement (the "**DIP Facility**").

NOW THEREFORE, the parties, in consideration of the foregoing and the mutual agreements contained herein, the receipt and sufficiency of such consideration is hereby acknowledged, agree as follows:

1. BORROWER: Attabotics Inc.
2. GUARANTORS: Attabotics (US), Corp.

The Borrower and the Guarantor (each a "**Loan Party**" and together the "**Loan Parties**").
3. DIP LENDER: Export Development Canada (the "**DIP Lender**").
4. PURPOSE AND PERMITTED PAYMENTS: The Borrower shall use the available funds under the DIP Facility solely for the following purposes, in each case in accordance with the orders of the Court of King's Bench of Alberta (the "**Court**") in the Proposal Proceedings and subject to the Cash Flow Projection and the Variance Threshold, (as each term is defined below):
 - (a) To fund the Loan Parties' short term liquidity requirements during the Proposal Proceedings in accordance with the Cash Flow Projections and subject to the terms of this agreement, including the Variance Threshold. For clarity, the Borrower may make intercompany loans to the Guarantor using proceeds of the DIP Facility; and
 - (b) To pay such other obligations, costs and expenses of the Loan Parties as may be included in the Cash Flow Projections or otherwise agreed to by the DIP Lender, in writing.



5. DIP FACILITY AND MAXIMUM AMOUNT:

A non-revolving credit facility to be available in multiple advances (individually a "**DIP Advance**" and collectively, the "**DIP Advances**"), up to the maximum aggregate principal amount of CDN\$3,500,000 (the "**Maximum Amount**").

The principal amount made available under the DIP Facility shall not, at any time, exceed, in the aggregate, the Maximum Amount. The Borrower shall provide the DIP Lender with no less than two Banking Days' written notice for any requested DIP Advance, which notice shall state in reasonable detail the purpose for which the DIP Advance is to be used by the Borrower.

Subject to the conditions set out in Section 10 of this agreement, each DIP Advance shall be made by the DIP Lender to the Borrower within two Banking Days following receipt of a requested DIP Advance, or such shorter period as the DIP Lender may agree in its sole discretion.

Nothing in this agreement creates a legally binding obligation on the DIP Lender to advance any amount under the DIP Facility at any time unless the Borrower and Guarantor are in compliance with the provisions of this agreement and any other documents executed by the parties in connection therewith, as applicable.

In this agreement, "**Banking Day**" means any day, other than Saturday or Sunday, on which banks generally are open for business in Toronto, Ontario.

If any payment is due on a day which is not a Banking Day, such payment shall be due on the next following Banking Day and interest shall accrue until but excluding the actual date of payment.

6. GUARANTEE:

The Guarantor hereby guarantees in favour of the DIP Lender, the payment and performance of all of the debts, liabilities and obligations of the Borrower to the DIP Lender under or in connection with this agreement and any other document executed by the parties in connection therewith (collectively, "**DIP Obligations**").

7. PREPAYMENTS:

The Borrower may, in its discretion, prepay any amounts outstanding under the DIP Facility, without fee or penalty, at any time prior to the Maturity Date (as defined below). The Maximum Amount shall automatically be reduced by the principal amount of such prepayment and the principal amount prepaid may not be subsequently reborrowed. The Borrower currently or previously posted cash collateral in the amount of \$524,630 to secure certain credit card obligations (the "**Cash Collateral**"). Such Cash Collateral released to the Borrower shall be used solely in accordance with the Cash Flow Projection.

8. INTEREST RATE AND FEES:

Interest shall accrue on the DIP Advances under the DIP Facility at a rate equal to the Royal Bank of Canada prime rate from time to time plus 10% per annum (the "**Interest**"). Interest shall be calculated on the daily outstanding balance owing under the DIP Facility, not in advance, and shall accrue and be paid on the Maturity Date.

All interest hereunder shall be computed on the basis of a year of 365 days and shall accrue and be calculated monthly and payable in cash on the Maturity Date.

In consideration of the DIP Lender's entry into the DIP Facility, the Borrower shall pay to the DIP Lender a fee in the amount of 3% of the Maximum Amount, which shall be earned on the date hereof, and added to the DIP Obligations. For greater certainty, the 3% fee amount paid pursuant to the Original DIP Facility shall be credited against the fee payable under this paragraph.

9. DIP SECURITY AND PRIORITY:

The DIP Obligations shall be secured by a Court-ordered super priority charge granted to the DIP Lender (the "**DIP Lender's Charge**") on the current and future assets, undertakings and properties of the Loan Parties, of every nature and kind whatsoever, and wherever situate including all proceeds thereof (collectively, the "**Property**"), subject only to Permitted Priority Liens.

"**Permitted Priority Liens**" means:

a) a Court-ordered administration charge to secure obligations owing to the Loan Parties' counsel, the Proposal Trustee, and the Proposal Trustee's counsel, in the NOI proceedings in amount not to exceed \$300,000;

(b) a Court-ordered charge in favour of the Loan Parties' directors and officers in amount not to exceed \$200,000; and

(c) such other liens as may be agreed to by the DIP Lender in writing.

The commitments of the DIP Lender in respect of the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be repaid in full no later than the Maturity Date, without the DIP Lender being required to make demand upon the Borrower.

The DIP Obligations under this agreement shall not be fully and finally discharged, and the DIP Lender's Charge shall not be released, until all DIP Obligations, have been satisfied in full, at which time this agreement shall be deemed terminated.

10. DIP ADVANCE CONDITIONS:

The DIP Lender shall have no obligation to fund a DIP Advance unless the following conditions (collectively, the "**DIP Advance Conditions**") have been satisfied, each of which is for the benefit of the DIP Lender and may be waived by the DIP Lender:

(a) The Loan Parties shall have executed and delivered this agreement;

(b) The DIP Lender shall have received a DIP Advance request (in the form provided by Export Development Canada prior to execution of this agreement), and reasonable detail and evidence as to the use of each DIP Advance from the Borrower and shall be reasonably satisfied with same. For greater certainty, the amount of each individual DIP Advance shall not exceed the cash requirements of the Loan Parties for the then current week, unless the DIP Lender otherwise consents;



- (c) The Court shall have issued an order in the Proposal Proceedings approving the DIP Facility and granting the DIP Lender's Charge no later than July 29, 2025, in form and substance acceptable to the DIP Lender (the "**DIP Order**"), including:
 - (i) Authorizing and approving this agreement and the DIP Facility up to the Maximum Amount;
 - (ii) Continuing the DIP Lender's Charge in favour of the DIP Lender;
 - (iii) Authorizing the DIP Lender to effect registrations, filings and recordings wherever in its discretion it deems appropriate regarding the DIP Lender's Charge; and
 - (iv) Providing that the DIP Lender's Charge shall be valid and effective to secure all of the DIP Obligations hereunder, without the necessity of the making of any registrations or filings and whether or not any other documents have been executed by the Loan Parties.
- (d) The DIP Order shall not have been vacated, stayed, appealed or amended in a manner not acceptable to the DIP Lender, acting reasonably;
- (e) The Court shall have issued the SISP Order no later than July 29, 2025, in form and substance acceptable to the DIP Lender;
- (f) The SISP Order shall not have been vacated, stayed, appealed or amended in a manner not acceptable to the DIP Lender, acting reasonably;
- (g) The Court shall have issued an order extending the stay period in the Proposal Proceedings to September 15, 2025, which order shall have been issued no later than July 29, 2025, in form and substance acceptable to the DIP Lender (the "**Stay Extension Order**");
- (h) The Stay Extension Order shall not have been vacated, stayed, appealed or amended in a manner not acceptable to the DIP Lender, acting reasonably;
- (i) All orders rendered by the Court in the Proposal Proceedings shall be in form and substance satisfactory to the DIP Lender, acting reasonably;
- (j) The Loan Parties shall be in compliance with all their covenants under this agreement and any ancillary documents executed by them related thereto;
- (k) The Maturity Date shall not have occurred; and
- (l) No default or Event of Default (as defined below) has occurred or will occur as a result of the requested DIP Advance.



11. MATURITY DATE AND REPAYMENT:

Unless otherwise agreed to by the DIP Lender and the Borrower in writing, the DIP Facility shall be repayable in full on the earlier of (the "Maturity Date"):

- (a) The date on which a demand is made following the occurrence of any Event of Default which is continuing and has not been cured;
- (b) September 15, 2025;
- (c) The closing of a sale or investment transaction in respect of the Loan Parties, which transaction has been approved by an order of the Court;
- (d) The implementation of a proposal pursuant to the *Bankruptcy and Insolvency Act* (Canada), which has been approved by the requisite majority of the Borrower's or the Guarantor's creditors, and by an order of the Court; or
- (e) The date on which the Proposal Proceedings are terminated for any reason in respect of either the Borrower or the Guarantor, including upon a bankruptcy of the Borrower or the Guarantor.

The commitments of the DIP Lender in respect of the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be repaid in full no later than the Maturity Date, without the DIP Lender being required to make demand upon the Borrower or to give notice that the DIP Facility has expired and the DIP Obligations are due and payable.

12. REPRESENTATIONS AND WARRANTIES:

Each Loan Party represents and warrants to the DIP Lender, upon which the DIP Lender is relying in entering into this agreement and any ancillary documents related thereto, that:

- (a) The transactions contemplated by this agreement, upon the granting of the DIP Order:
 - (i) are within the corporate power of such Loan Party;
 - (ii) have been duly executed and delivered by or on behalf of the Loan Party;
 - (iii) shall constitute legal, valid and binding obligations of the Loan Party, enforceable against such Loan Party in accordance with their terms; and
 - (iv) do not require any material authorization from, the consent or approval of, registration or filing with, or any other action by, any governmental authority or any third party.
- (b) Each Loan Party has been duly incorporated and is validly existing under the law of its jurisdiction of incorporation;

13. AFFIRMATIVE COVENANTS:

Each Loan Party covenants and agrees to, or cause to be done, the following, unless otherwise with the prior written consent by the DIP Lender:

- (a) Allow the DIP Lender (or its representatives) and the Proposal Trustee reasonable access to its books, records, and data, in each case subject to solicitor-client privilege, applicable privacy laws and Court orders, in connection with matters reasonably related to the DIP Facility;
- (b) Deliver to the DIP Lender complete and accurate reporting as required herein and other information in each case as may be reasonably requested by the DIP Lender from time to time, subject to solicitor-client privilege;
- (c) Comply with the disbursements set out in the Cash Flow Projections, subject to any adverse cash flow variance (exclusive of DIP Advances) of up to 10% on an aggregate and cumulative basis (the "**Variance Threshold**");
- (d) Consult and obtain the prior written approval of the DIP Lender in connection with any negative variance to the disbursements in the Cash Flow Projections in excess of the Variance Threshold;
- (e) Promptly notify the DIP Lender of any other event or circumstance that may materially and negatively impact the Cash Flow Projections, and comply with all of the other reporting requirements set forth in the DIP Order;
- (f) Promptly notify the DIP Lender of the occurrence of any Event of Default;
- (g) At all times maintain in good standing all insurance coverage as is customarily carried by companies which are engaged in the same or similar business to the business of the Loan Parties, taking into account any workforce reductions and/or operational downsizing in the Proposal Proceedings or as otherwise may be acceptable to the DIP Lender;
- (h) Deliver drafts of any court materials to be filed by the Loan Parties in the Proposal Proceedings to the DIP Lender not less than two Banking Days prior to service and filing of same or, if two Banking Days is not practicable in the circumstances, the Loan Parties shall provide such drafts as soon as is practically possible prior to the filing of such materials with the Court;
- (i) Together with the Proposal Trustee, and in consultation with the DIP Lender, diligently pursue options to sell the assets and business of the Borrower and the Guarantor or obtain investment in the Borrower including, without limitation, entering into confidentiality agreements with interested parties, cooperating with the Proposal Trustee in operating a confidential virtual data room in respect of the Loan Parties, and, as applicable, attending management presentations with interested parties; and

- (j) Conduct the SISP in accordance with the terms of the SISP Order, including the milestones therein, and as soon as practicable provide copies of any letters of intent, expressions of interest or transaction agreements proposed by any person in connection with the SISP;
- (k) To provide no less than 5 days' prior written notice to Export Development Canada of, and to consult with Export Development Canada prior to effecting, any planned termination of any employee by the Borrower or Guarantor and the reason for such termination; provided that where circumstances reasonably require less notice, such as termination for cause, the applicable Loan Party will provide as much prior notice to the DIP Lender as is practically possible prior to such termination.

14. CASH FLOW PROJECTIONS
AND REPORTING
REQUIREMENTS:

The Loan Parties shall have provided to the DIP Lender prior to the execution of this agreement the cash flow projections for the period from July 12, 2025 to October 3, 2025, to be filed in the Proposal Proceedings (collectively, the "**Cash Flow Projections**"), in form and substance satisfactory to the DIP Lender. To the extent there are any material updates or changes to the Cash Flow Projections during the course of the Proposal Proceedings, the Borrower shall prepare updated Cash Flow Projections in form and detail consistent with the initial Cash Flow Projections, which if approved by the DIP Lender in its sole discretion shall become the "Cash Flow Projection" for all purposes under this agreement following the date of such approval.

In addition, the Loan Parties shall provide to the Proposal Trustee and the DIP Lender a written report on the final Banking Day of each two-week period, reporting on sales, receipts, disbursements, working capital, cash balances, accounts receivable balances, and accounts payable balances of the Loan Parties, as applicable.

In addition, the Loan Parties and the Proposal Trustee shall provide the DIP Lender with a weekly report on the final Banking Day of each week, reporting on the status of the SISP, including NDAs executed, parties contacted, status of the electronic data room, and any transaction proposals received.

15. NEGATIVE COVENANTS:

Each Loan Party covenants and agrees not to do, or cause not to be done, the following while any obligations hereunder remain outstanding, unless otherwise with the prior written consent by the DIP Lender:

- (a) Use the DIP Advances for any purpose other than the purposes permitted hereunder, as set out in the applicable DIP Advance request (in the form provided by the DIP Lender) and Cash Flow Projection, or such other purposes as may be agreed to by the DIP Lender and the Proposal Trustee, in writing;
- (b) Make any payment of principal or interest in respect of any pre-filing indebtedness outstanding except as reflected in the Cash Flow Projections;

- (c) Incur or enter into any debts, liabilities or obligations, including, without limitation, guarantees and contingent obligations or otherwise, other than as permitted herein, or as reflected in the Cash Flow Projections, including in respect of post-filing trade payables, without the prior written consent of the DIP Lender;
- (d) Create or permit any new liens to exist on the Property, except for (i) any Permitted Priority Liens, (ii) a Court ordered charge in the Proposal Proceedings in respect of a key employee retention plan ranking subordinate to the DIP Lender, or (iii) any lien or obligation in respect of amounts owed by a Loan Party for pre-Filing Date wages, vacation pay, employee deductions, sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of input credits), income tax and workers compensation claims to the extent given priority under applicable law, or as otherwise approved by the DIP Lender;
- (e) Disclaim, resiliate or terminate any material contract, without the prior written consent of the DIP Lender;
- (f) Make or permit any dividends or distributions (whether by reduction of capital or otherwise) with respect to its shares or directly or indirectly purchase, redeem or otherwise acquire or retire any of its shares; and
- (g) Make any payment to any director, officer, investor or related party of the Loan Parties (except (i) fees, salary and wages in the normal course, and (ii) expense reimbursements for expenses incurred following the Filing Date that are included in the Cash Flow Projections) without the prior written consent of the DIP Lender.

16. EVENTS OF DEFAULT:

Any of the following events occurring without the DIP Lender's consent shall constitute an event of default (each an "Event of Default" and collectively, the "Events of Default"):

- (a) Failure of the Borrower to pay any principal, interest, fees or other amounts due to the DIP Lender under this agreement or any other document executed by the Borrower in connection with this agreement when due and payable;
- (b) Failure of any Loan Party to perform or comply with any term or covenant or agreement under this agreement or any other document executed by a Loan Party in connection with this agreement;
- (c) Any representation or warranty by a Loan Party made or deemed to be made in this agreement or any other document executed in connection with this agreement is or proves to be incorrect or misleading in any material respect as of the date made or deemed to be made;
- (d) The seeking or support by the Loan Parties of any Court order or the granting of any Court order in the Proposal Proceeding



that adversely impacts the rights, entitlements or priorities of the DIP Lender, acting reasonably;

- (e) The failure of the Loan Parties to comply with, the DIP Order, or any other Court order in the Proposal Proceedings;
- (f) Except in connection with the commencement of the Proposal Proceedings or any workforce reductions and/or operational downsizing approved by the Proposal Trustee at the commencement of the Proposal Proceedings, the occurrence of an event that will, in the opinion of the DIP Lender, acting reasonably, materially impair the Loan Parties' financial condition, operations or ability to perform under this agreement or any order of the Court;
- (g) A trustee in bankruptcy is appointed in respect of any Loan Party;
- (h) The lifting of the stay of proceedings resulting from the Proposal Proceedings by any person to enforce upon their security interest, or for the appointment of a receiver over any of the assets, property or undertaking of the Loan Parties;
- (i) The sale, transfer, assignment, conveyance or lease of Property outside of the ordinary course of business, except as may be approved by the DIP Lender in writing;
- (j) A failure to comply with any provision of the SISP Order or any amendment to any milestone date in the SISP Order without the consent of the DIP Lender;
- (k) A failure to obtain the SISP Order in form and substance satisfactory to the DIP Lender on or prior to July 29, 2025; or
- (l) Other than transaction proposals that propose only an acquisition of the Equipment Collateral (as defined in the Intercreditor Agreement between Export Development Canada, Business Development Bank of Canada and the Loan Parties dated February 1, 2024), the transaction proposals received pursuant to the SISP either (A) do not provide sufficient cash consideration on closing to repay all senior secured debt obligations owing to Export Development Canada and are not otherwise in form and substance satisfactory to Export Development Canada; or (B) the transaction proposals received are not in the reasonable determination of the DIP Lender sufficiently certain to close on or before the Outside Date (as defined in the SISP).

17. REMEDIES:

Subject to the DIP Order, upon the occurrence and continuance of an Event of Default, the DIP Lender may:

- (a) Declare the DIP Obligations to be immediately due and payable;
- (b) Terminate the DIP Facility;



- (c) Apply to a court: (i) for the appointment of an interim receiver, a receiver or a receiver and manager of the undertaking, property and assets of any Loan Party; (ii) for the appointment of a trustee in bankruptcy of any Loan Party; or (iii) to seek other relief;
- (a) Exercise the powers and rights of a secured party under any applicable legislation; and
- (b) Exercise all such other rights and remedies under this agreement, any other document executed by the Loan Parties in connection with this agreement, and Orders of the Court in the Proposal Proceedings.

No failure or delay on the part of the DIP Lender in exercising any of its rights and remedies shall be deemed to be a waiver of any kind.

18. INDEMNITY AND RELEASE:

Each Loan Party agrees to indemnify and hold harmless the DIP Lender and each of its directors, officers, employees, agents, attorneys, advisors and affiliates (collectively, the "**Indemnified Persons**") from and against any and all actions, suits, proceedings, claims, losses, damages, liabilities or expenses of any kind or nature whatsoever (excluding indirect, consequential damages, or punitive damages and claims for lost profit) as a result of or arising out of or in any way related to or resulting from the Proposal Proceedings, any bankruptcy or insolvency proceedings in respect of the Loan Parties, this agreement or any other document executed by a Loan Party in connection with this agreement. Upon demand, the Loan Parties will pay and reimburse any Indemnified Person for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding or claim (whether or not any Indemnified Person is a party to any action or proceeding out of which any such expenses arise). Notwithstanding the foregoing, the Loan Parties shall not be obligated to indemnify or hold harmless any Indemnified Person against or in respect of (x) any action, suit, proceeding, loss, claim, damage, expense or liability to the extent it resulted from the gross negligence or wilful misconduct of such Indemnified Person as finally determined by a court of competent jurisdiction; or (y) any dispute solely among Indemnified Persons other than any claims arising out of any act or omission on the part of the Borrower or Guarantor. The Loan Parties shall not be responsible or liable to any other person for indirect, consequential or punitive damages or claims for lost profits.

The indemnities granted under this agreement shall survive any termination of the DIP Facility.

In consideration of this agreement and for other good and valuable consideration, each Loan Party, on its own behalf and on behalf of its respective successors, assigns, and other legal representatives, absolutely, unconditionally and irrevocably releases Export Development Canada and its present and former affiliates, subsidiaries, divisions, predecessors, directors, officers, legal counsel, consultants, employees, agents and other representatives, and their successors and assigns (all of which are referred to collectively as the "**Releasees**" and individually as a "**Releasee**"), of and from all demands, actions, causes of action, suits, covenants,



contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defences, rights of set-off, demands and liabilities (individually, a "Claim" and collectively, "Claims") known or unknown, both at law or in equity, that such Loan Party or any of their respective successors, assigns, or other legal representatives may now or later have or claim against any of the Releasees by reason of any circumstance, action, cause or thing arising at any time on or prior to the date of this agreement, including for or on account of, or in relation to, or in any way in connection with (i) any prior financings of the Loan Parties, and (ii) any and all proposed financings or refinancings of any Loan Party including, without limitation, any and all prior proposed offers of finance (whether consummated or not), term sheets, indicative and non-binding term sheets or negotiations for financing, between any of the Releasees and any of the Loan Parties.

19. NOTICES:

Any communication to be made under or in connection with this agreement shall be made in writing and shall be sufficiently given if delivered by fax, letter, or email to such party, unless otherwise stated:

(a) In the case of the Loan Parties:

7944 10th Street NE, Calgary,
Alberta, T2E 8W1

Attention: Mark Dickinson
Email: mark.dickinson@attabotics.com

With a copy to the Loan Parties' solicitors:

Osler, Hoskin & Harcourt LLP
100 King St. W., Suite 6200
Toronto, ON
M5X 1B8

Attention: Marc Wasserman and Emily Paplawski
Email: mwasserman@osler.com / epaplawski@osler.com

(b) In the case of the DIP Lender:

150 Slater Street
Ottawa, ON, K1A 1K3

Attention: Mark Doyle
Email: mdoyle@edc.ca

With a copy to the DIP Lender's solicitors:

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000
Toronto, Ontario M5K 1E7

Attention: Evan Cobb
Email: evan.cobb@nortonrosefulbright.com



Any such notice shall be deemed to be given and received when received, unless received after 5:00 p.m. (Toronto Time) or on a day other than a Banking Day, in which case the notice shall be deemed to be received the next Banking Day.

20. DIP LENDER'S APPROVALS: Any consent, approval, waiver, instruction, or other expression of the DIP Lender made hereunder may be delivered by any written instrument, including by way of electronic mail, by legal counsel on behalf of the DIP Lender.
21. AMENDMENTS; WAIVERS: No amendment or waiver of any provisions of this agreement or consent to any departure by the Loan Parties or the DIP Lender from any provision thereof is effective unless it is in writing and signed by the other party or parties, as applicable. Such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.
22. SEVERABILITY: Each of the provisions contained in this agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.
23. COUNTERPARTS AND SIGNATURES: This agreement may be executed in any number of counterparts and by facsimile, PDF or other electronic transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.
24. FURTHER ASSURANCES: The Loan Parties will, at their own expense and promptly on demand by the DIP Lender at any time, do such acts and things and execute and deliver such documents as the DIP Lender may reasonably request to give effect to any other provisions set out hereunder.
25. ASSIGNMENT The Loan Parties shall not assign this agreement or any of the provisions set out herein without the consent of the DIP Lender in its sole and absolute discretion. The DIP Lender may assign or sell its rights or obligations with respect to this agreement to any person without the prior written consent of the Loan Parties.
26. GOVERNING LAW AND JURISDICTION: This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the Court and waive any objections on the ground of venue or forum *non conveniens* or any similar grounds.
27. CURRENCY Unless otherwise stated, all references to currency in this agreement are to Canadian dollars.

[Signature Pages Follow]



IN WITNESS WHEREOF, the parties hereby execute this agreement as at the date first above mentioned.

THE DIP LENDER:

EXPORT DEVELOPMENT CANADA

Per: _____
Name:
Title:
I have authority to bind the DIP Lender.

Per: _____
Name:
Title:
I have authority to bind the DIP Lender.

THE BORROWER:

ATTABOTICS INC.

Per: _____
Name:
Title: Authorised Signatory
I have authority to bind the Borrower.

THE GUARANTOR:

ATTABOTICS (US), CORP.

Per: _____
Name:
Title: Authorised Signatory
I have authority to bind the Guarantor.

A handwritten signature in black ink, consisting of a stylized 'E' followed by a long horizontal stroke.

This is **Exhibit “D”** to the Affidavit of Mark Dickinson
sworn before me this 28th day of July 2025.



Notary Public/Commissioner for Oaths in and for Alberta

Emma Catriona Stirling
Student-at-Law



AMENDED AND RESTATED DEBTOR-IN-POSSESSION LOAN AGREEMENT

CDN\$~~1,500,000~~3,500,000 Facility

Dated as of July ~~32~~28, 2025

WHEREAS, on July 2, 2025 (the "**Filing Date**"), Attabotics Inc. (the "**Borrower**") and Attabotics (US), Corp. (the "**Guarantor**") filed Notices of Intention to Make a Proposal pursuant to Division I of Part III of the *Bankruptcy and Insolvency Act* (Canada) (the proceedings commenced by such filing being the "**Proposal Proceedings**") and Richter Inc. ("**Richter**") has been appointed as trustee in such proceedings (in such capacity, the "**Proposal Trustee**").

AND WHEREAS, the Borrower ~~intends to solicit~~solicited options to sell its assets and business or obtain an investment in its assets and business during the 30 day initial period of the Proposal Proceedings.

AND WHEREAS, Export Development Canada ~~has~~ agreed to provide funding to the Borrower in the context of the Proposal Proceedings in accordance with the terms set out in ~~this agreement (the "an original Debtor-In-Possession Loan Agreement at the commencement of the Proposal Proceedings (the "Original DIP Facility").~~

AND WHEREAS the Borrower proposes to extend the Proposal Proceedings for a period of 45 days to September 15, 2025, for the purposes of conducting a sale and investment solicitation process (the "**SISP**") approved by court order in the Proposal Proceedings (the "**SISP Order**").

AND WHEREAS, Export Development Canada has agreed to provide additional funding to the Borrower in connection with the SISP in accordance with the terms and subject to the conditions set out in this Amended and Restated Debtor-In-Possession Loan Agreement (the "**DIP Facility**").

NOW THEREFORE, the parties, in consideration of the foregoing and the mutual agreements contained herein, the receipt and sufficiency of such consideration is hereby acknowledged, agree as follows:

1. BORROWER: Attabotics Inc.
2. GUARANTORS: Attabotics (US), Corp.

The Borrower and the Guarantor (each a "**Loan Party**" and together the "**Loan Parties**").
3. DIP LENDER: Export Development Canada (the "**DIP Lender**").
4. PURPOSE AND PERMITTED PAYMENTS: The Borrower shall use the available funds under the DIP Facility solely for the following purposes, in each case in accordance with the orders of the Court of King's Bench of Alberta (the "**Court**") in the Proposal Proceedings and subject to the Cash Flow Projection and the Variance Threshold, (as each term is defined below):
 - (a) To fund the Loan Parties' short term liquidity requirements during the Proposal Proceedings in accordance with the Cash Flow Projections and subject to the terms of this agreement, including the Variance Threshold. For clarity, the Borrower may make intercompany loans to the Guarantor using proceeds of the DIP Facility; and
 - (b) To pay such other obligations, costs and expenses of the Loan Parties as may be included in the Cash Flow Projections or otherwise agreed to by the DIP Lender, in writing.
5. DIP FACILITY AND MAXIMUM: A non-revolving credit facility to be available in multiple advances



AMOUNT:

(individually a "DIP Advance" and collectively, the "DIP Advances"), up to the maximum aggregate principal amount of CDN\$~~1,500,000~~3,500,000 (the "Maximum Amount").

The principal amount made available under the DIP Facility shall not, at any time, exceed, in the aggregate, the Maximum Amount. The Borrower shall provide the DIP Lender with no less than two Banking Days' written notice for any requested DIP Advance, which notice shall state in reasonable detail the purpose for which the DIP Advance is to be used by the Borrower.

Subject to the conditions set out in Section 10 of this agreement, each DIP Advance shall be made by the DIP Lender to the Borrower within two Banking Days following receipt of a requested DIP Advance, or such shorter period as the DIP Lender may agree in its sole discretion.

Nothing in this agreement creates a legally binding obligation on the DIP Lender to advance any amount under the DIP Facility at any time unless the Borrower and Guarantor are in compliance with the provisions of this agreement and any other documents executed by the parties in connection therewith, as applicable.

In this agreement, "Banking Day" means any day, other than Saturday or Sunday, on which banks generally are open for business in Toronto, Ontario.

If any payment is due on a day which is not a Banking Day, such payment shall be due on the next following Banking Day and interest shall accrue until but excluding the actual date of payment.

6. GUARANTEE:

The Guarantor hereby guarantees in favour of the DIP Lender, the payment and performance of all of the debts, liabilities and obligations of the Borrower to the DIP Lender under or in connection with this agreement and any other document executed by the parties in connection therewith (collectively, "DIP Obligations").

7. PREPAYMENTS:

The Borrower may, in its discretion, prepay any amounts outstanding under the DIP Facility, without fee or penalty, at any time prior to the Maturity Date (as defined below). The Maximum Amount shall automatically be reduced by the principal amount of such prepayment and the principal amount prepaid may not be subsequently reborrowed. The Borrower currently or previously posted cash collateral in the amount of \$524,630 to secure certain credit card obligations (the "Cash Collateral"), ~~some of which has been received by the Borrower prior to execution of this agreement. Any such~~ Such Cash Collateral released to the Borrower shall be ~~retained~~used solely in accordance with the Cash Flow Projection ~~unless the DIP Lender consents otherwise.~~

8. INTEREST RATE AND FEES:

Interest shall accrue on the DIP Advances under the DIP Facility at a rate equal to the Royal Bank of Canada prime rate from time to time plus 10% per annum (the "Interest"). Interest shall be calculated on the daily outstanding balance owing under the DIP Facility, not in advance, and shall accrue and be paid on the Maturity Date.

All interest hereunder shall be computed on the basis of a year of

365 days and shall accrue and be calculated monthly and payable in cash on the Maturity Date.

In consideration of the DIP Lender's entry into the DIP Facility, the Borrower shall pay to the DIP Lender a fee in the amount of 3% of the Maximum Amount, which shall be earned on the date hereof, and added to the DIP Obligations. For greater certainty, the 3% fee amount paid pursuant to the Original DIP Facility shall be credited against the fee payable under this paragraph.

9. DIP SECURITY AND PRIORITY:

The DIP Obligations shall be secured by a Court-ordered super priority charge granted to the DIP Lender (the "**DIP Lender's Charge**") on the current and future assets, undertakings and properties of the Loan Parties, of every nature and kind whatsoever, and wherever situate including all proceeds thereof (collectively, the "**Property**"), subject only to Permitted Priority Liens.

"**Permitted Priority Liens**" means:

a) a Court-ordered administration charge to secure obligations owing to the Loan Parties' counsel, the Proposal Trustee, and the Proposal Trustee's counsel, in the NOI proceedings in amount not to exceed \$300,000;

(b) a Court-ordered charge in favour of the Loan Parties' directors and officers in amount not to exceed \$200,000; and

(c) such other liens as may be agreed to by the DIP Lender in writing.

The commitments of the DIP Lender in respect of the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be repaid in full no later than the Maturity Date, without the DIP Lender being required to make demand upon the Borrower.

The DIP Obligations under this agreement shall not be fully and finally discharged, and the DIP Lender's Charge shall not be released, until all DIP Obligations, have been satisfied in full, at which time this agreement shall be deemed terminated.

10. DIP ADVANCE CONDITIONS:

The DIP Lender shall have no obligation to fund a DIP Advance unless the following conditions (collectively, the "**DIP Advance Conditions**") have been satisfied, each of which is for the benefit of the DIP Lender and may be waived by the DIP Lender:

(a) The Loan Parties shall have executed and delivered this agreement;

(b) The DIP Lender shall have received a DIP Advance request (in the form provided by Export Development Canada prior to execution of this agreement), and reasonable detail and evidence as to the use of each DIP Advance from the Borrower and shall be reasonably satisfied with same. For greater certainty, the amount of each individual DIP Advance shall not exceed the cash requirements of the Loan Parties for the then current week, unless the DIP Lender otherwise

consents;

- (c) The Court shall have issued an order in the Proposal Proceedings approving the DIP Facility and granting the DIP Lender's Charge no later than July 9²⁹, 2025, in form and substance acceptable to the DIP Lender (the "DIP Order"), including:
 - (i) Authorizing and approving this agreement and the DIP Facility up to the Maximum Amount;
 - (ii) ~~Granting~~Continuing the DIP Lender's Charge in favour of the DIP Lender;
 - (iii) Authorizing the DIP Lender to effect registrations, filings and recordings wherever in its discretion it deems appropriate regarding the DIP Lender's Charge; and
 - (iv) Providing that the DIP Lender's Charge shall be valid and effective to secure all of the DIP Obligations hereunder, without the necessity of the making of any registrations or filings and whether or not any other documents have been executed by the Loan Parties.
- (d) The DIP Order shall not have been vacated, stayed, appealed or amended in a manner not acceptable to the DIP Lender, acting reasonably;
- (e) The Court shall have issued the SISP Order no later than July 29, 2025, in form and substance acceptable to the DIP Lender;
- (f) The SISP Order shall not have been vacated, stayed, appealed or amended in a manner not acceptable to the DIP Lender, acting reasonably;
- (g) The Court shall have issued an order extending the stay period in the Proposal Proceedings to September 15, 2025, which order shall have been issued no later than July 29, 2025, in form and substance acceptable to the DIP Lender (the "Stay Extension Order");
- (h) The Stay Extension Order shall not have been vacated, stayed, appealed or amended in a manner not acceptable to the DIP Lender, acting reasonably;
- (i) ~~(e)~~ All orders rendered by the Court in the Proposal Proceedings shall be in form and substance satisfactory to the DIP Lender, acting reasonably;
- (j) ~~(f)~~ The Loan Parties shall be in compliance with all their covenants under this agreement and any ancillary documents executed by them related thereto; ~~and~~
- (k) The Maturity Date shall not have occurred; and
- (l) ~~(g)~~ No default or Event of Default (as defined below) has occurred or will occur as a result of the requested DIP

Advance.

11. MATURITY DATE AND REPAYMENT:

Unless otherwise agreed to by the DIP Lender and the Borrower in writing, the DIP Facility shall be repayable in full on the earlier of (the "Maturity Date"):

- (a) The date on which a demand is made following the occurrence of any Event of Default which is continuing and has not been cured;
- (b) ~~August 1~~ September 15, 2025;
- (c) The closing of a sale or investment transaction in respect of the Loan Parties, which transaction has been approved by an order of the Court;
- (d) The implementation of a proposal pursuant to the *Bankruptcy and Insolvency Act* (Canada), which has been approved by the requisite majority of the Borrower's or the Guarantor's creditors, and by an order of the Court; or
- (e) The date on which the Proposal Proceedings are terminated for any reason in respect of either the Borrower or the Guarantor, including upon a bankruptcy of the Borrower or the Guarantor.

The commitments of the DIP Lender in respect of the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be repaid in full no later than the Maturity Date, without the DIP Lender being required to make demand upon the Borrower or to give notice that the DIP Facility has expired and the DIP Obligations are due and payable.

12. REPRESENTATIONS AND WARRANTIES:

Each Loan Party represents and warrants to the DIP Lender, upon which the DIP Lender is relying in entering into this agreement and any ancillary documents related thereto, that:

- (a) The transactions contemplated by this agreement, upon the granting of the DIP Order:
 - (i) are within the corporate power of such Loan Party;
 - (ii) have been duly executed and delivered by or on behalf of the Loan Party;
 - (iii) shall constitute legal, valid and binding obligations of the Loan Party, enforceable against such Loan Party in accordance with their terms; and
 - (iv) do not require any material authorization from, the consent or approval of, registration or filing with, or any other action by, any governmental authority or any third party.

- (b) Each Loan Party has been duly incorporated and is validly existing under the law of its jurisdiction of incorporation;

13. AFFIRMATIVE COVENANTS:

Each Loan Party covenants and agrees to, or cause to be done, the following, unless otherwise with the prior written consent by the DIP

Lender:

- (a) Allow the DIP Lender (or its representatives) and the Proposal Trustee reasonable access to its books, records, and data, in each case subject to solicitor-client privilege, applicable privacy laws and Court orders, in connection with matters reasonably related to the DIP Facility;
- (b) Deliver to the DIP Lender complete and accurate reporting as required herein and other information in each case as may be reasonably requested by the DIP Lender from time to time, subject to solicitor-client privilege;
- (c) Comply with the disbursements set out in the Cash Flow Projections, subject to any adverse cash flow variance (exclusive of DIP Advances) of up to 10% on an aggregate and cumulative basis (the "**Variance Threshold**");
- (d) Consult and obtain the prior written approval of the DIP Lender in connection with any negative variance to the disbursements in the Cash Flow Projections in excess of the Variance Threshold;
- (e) Promptly notify the DIP Lender of any other event or circumstance that may materially and negatively impact the Cash Flow Projections, and comply with all of the other reporting requirements set forth in the DIP Order;
- (f) Promptly notify the DIP Lender of the occurrence of any Event of Default;
- (g) At all times maintain in good standing all insurance coverage as is customarily carried by companies which are engaged in the same or similar business to the business of the Loan Parties, taking into account any workforce reductions and/or operational downsizing in the Proposal Proceedings or as otherwise may be acceptable to the DIP Lender;
- (h) Deliver drafts of any court materials to be filed by the Loan Parties in the Proposal Proceedings to the DIP Lender not less than two Banking Days prior to service and filing of same or, if two Banking Days is not practicable in the circumstances, the Loan Parties shall provide such drafts as soon as is practically possible prior to the filing of such materials with the Court;
- (i) Together with the Proposal Trustee, and in consultation with the DIP Lender, diligently pursue options to sell the assets and business of the Borrower and the Guarantor or obtain investment in the Borrower including, without limitation, entering into confidentiality agreements with interested parties, cooperating with the Proposal Trustee in operating a confidential virtual data room in respect of the Loan Parties, and, as applicable, attending management presentations with interested parties; and
- (j) [Conduct the SISP in accordance with the terms of the SISP](#)

ES

Order, including the milestones therein, and as soon as practicable provide copies of any letters of intent, expressions of interest or transaction agreements proposed by any person in connection with the SISP;

- (k) ~~(j)~~ To provide no less than 5 days' prior written notice to Export Development Canada of, and to consult with Export Development Canada prior to effecting, any planned termination of any employee by the Borrower or Guarantor and the reason for such termination; provided that where circumstances reasonably require less notice, such as termination for cause, the applicable Loan Party will provide as much prior notice to the DIP Lender as is practically possible prior to such termination.

14. CASH FLOW PROJECTIONS
AND REPORTING
REQUIREMENTS:

The Loan Parties shall have provided to the DIP Lender prior to the execution of this agreement the cash flow projections for ~~an initial 30-day period after commencement of the Proposal Proceedings~~ the period from July 12, 2025 to October 3, 2025, to be filed in the Proposal Proceedings (collectively, the "**Cash Flow Projections**"), in form and substance satisfactory to the DIP Lender. To the extent there are any material updates or changes to the Cash Flow Projections during the course of the Proposal Proceedings, the Borrower shall prepare updated Cash Flow Projections in form and detail consistent with the initial Cash Flow Projections, which if approved by the DIP Lender in its sole discretion shall become the "Cash Flow Projection" for all purposes under this agreement following the date of such approval.

In addition, the Loan Parties shall provide to the Proposal Trustee and the DIP Lender a written report on the final Banking Day of each two-week period, reporting on sales, receipts, disbursements, working capital, cash balances, accounts receivable balances, and accounts payable balances of the Loan Parties, as applicable.

In addition, the Loan Parties and the Proposal Trustee shall provide the DIP Lender with a weekly report on the final Banking Day of each week, reporting on the status of the SISP, including NDAs executed, parties contacted, status of the electronic data room, and any transaction proposals received.

15. NEGATIVE COVENANTS:

Each Loan Party covenants and agrees not to do, or cause not to be done, the following while any obligations hereunder remain outstanding, unless otherwise with the prior written consent by the DIP Lender:

- (a) Use the DIP Advances for any purpose other than the purposes permitted hereunder, as set out in the applicable DIP Advance request (in the form provided by the DIP Lender) and Cash Flow Projection, or such other purposes as may be agreed to by the DIP Lender and the Proposal Trustee, in writing;
- (b) Make any payment of principal or interest in respect of any pre-filing indebtedness outstanding except as reflected in the Cash Flow Projections;

- (c) Incur or enter into any debts, liabilities or obligations, including, without limitation, guarantees and contingent obligations or otherwise, other than as permitted herein, or as reflected in the Cash Flow Projections, including in respect of post-filing trade payables, without the prior written consent of the DIP Lender;
- (d) Create or permit any new liens to exist on the Property, except for (i) any Permitted Priority Liens, (ii) a Court ordered charge in the Proposal Proceedings in respect of a key employee retention plan ranking subordinate to the DIP Lender, or (iii) any lien or obligation in respect of amounts owed by a Loan Party for pre-Filing Date wages, vacation pay, employee deductions, sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of input credits), income tax and workers compensation claims to the extent given priority under applicable law, or as otherwise approved by the DIP Lender;
- (e) Disclaim, resiliate or terminate any material contract, without the prior written consent of the DIP Lender;
- (f) Make or permit any dividends or distributions (whether by reduction of capital or otherwise) with respect to its shares or directly or indirectly purchase, redeem or otherwise acquire or retire any of its shares; and
- (g) Make any payment to any director, officer, investor or related party of the Loan Parties (except (i) fees, salary and wages in the normal course, and (ii) expense reimbursements for expenses incurred following the Filing Date that are included in the Cash Flow Projections) without the prior written consent of the DIP Lender.

16. EVENTS OF DEFAULT:

Any of the following events occurring without the DIP Lender's consent shall constitute an event of default (each an "Event of Default" and collectively, the "Events of Default"):

- (a) Failure of the Borrower to pay any principal, interest, fees or other amounts due to the DIP Lender under this agreement or any other document executed by the Borrower in connection with this agreement when due and payable;
- (b) Failure of any Loan Party to perform or comply with any term or covenant or agreement under this agreement or any other document executed by a Loan Party in connection with this agreement;
- (c) Any representation or warranty by a Loan Party made or deemed to be made in this agreement or any other document executed in connection with this agreement is or proves to be incorrect or misleading in any material respect as of the date made or deemed to be made;
- (d) The seeking or support by the Loan Parties of any Court



order or the granting of any Court order in the Proposal Proceeding that adversely impacts the rights, entitlements or priorities of the DIP Lender, acting reasonably;

- (e) The failure of the Loan Parties to comply with, the DIP Order, or any other Court order in the Proposal Proceedings;
- (f) Except in connection with the commencement of the Proposal Proceedings or any workforce reductions and/or operational downsizing approved by the Proposal Trustee at the commencement of the Proposal Proceedings, the occurrence of an event that will, in the opinion of the DIP Lender, acting reasonably, materially impair the Loan Parties' financial condition, operations or ability to perform under this agreement or any order of the Court;
- (g) A trustee in bankruptcy is appointed in respect of any Loan Party;
- (h) The lifting of the stay of proceedings resulting from the Proposal Proceedings by any person to enforce upon their security interest, or for the appointment of a receiver over any of the assets, property or undertaking of the Loan Parties; ~~or~~
- (i) The sale, transfer, assignment, conveyance or lease of Property outside of the ordinary course of business, except as may be approved by the DIP Lender in writing;
- (j) A failure to comply with any provision of the SISP Order or any amendment to any milestone date in the SISP Order without the consent of the DIP Lender;
- (k) A failure to obtain the SISP Order in form and substance satisfactory to the DIP Lender on or prior to July 29, 2025; or
- (l) Other than transaction proposals that propose only an acquisition of the Equipment Collateral (as defined in the Intercreditor Agreement between Export Development Canada, Business Development Bank of Canada and the Loan Parties dated February 1, 2024), the transaction proposals received pursuant to the SISP either (A) do not provide sufficient cash consideration on closing to repay all senior secured debt obligations owing to Export Development Canada and are not otherwise in form and substance satisfactory to Export Development Canada; or (B) the transaction proposals received are not in the reasonable determination of the DIP Lender sufficiently certain to close on or before the Outside Date (as defined in the SISP).

17. REMEDIES:

Subject to the DIP Order, upon the occurrence and continuance of an Event of Default, the DIP Lender may:

- (a) Declare the DIP Obligations to be immediately due and payable;

- (b) Terminate the DIP Facility;
- (c) Apply to a court: (i) for the appointment of an interim receiver, a receiver or a receiver and manager of the undertaking, property and assets of any Loan Party; (ii) for the appointment of a trustee in bankruptcy of any Loan Party; or (iii) to seek other relief;
- (a) Exercise the powers and rights of a secured party under any applicable legislation; and
- (b) Exercise all such other rights and remedies under this agreement, any other document executed by the Loan Parties in connection with this agreement, and Orders of the Court in the Proposal Proceedings.

No failure or delay on the part of the DIP Lender in exercising any of its rights and remedies shall be deemed to be a waiver of any kind.

18. INDEMNITY AND RELEASE:

Each Loan Party agrees to indemnify and hold harmless the DIP Lender and each of its directors, officers, employees, agents, attorneys, advisors and affiliates (collectively, the "**Indemnified Persons**") from and against any and all actions, suits, proceedings, claims, losses, damages, liabilities or expenses of any kind or nature whatsoever (excluding indirect, consequential damages, or punitive damages and claims for lost profit) as a result of or arising out of or in any way related to or resulting from the Proposal Proceedings, any bankruptcy or insolvency proceedings in respect of the Loan Parties, this agreement or any other document executed by a Loan Party in connection with this agreement. Upon demand, the Loan Parties will pay and reimburse any Indemnified Person for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding or claim (whether or not any Indemnified Person is a party to any action or proceeding out of which any such expenses arise). Notwithstanding the foregoing, the Loan Parties shall not be obligated to indemnify or hold harmless any Indemnified Person against or in respect of (x) any action, suit, proceeding, loss, claim, damage, expense or liability to the extent it resulted from the gross negligence or wilful misconduct of such Indemnified Person as finally determined by a court of competent jurisdiction; or (y) any dispute solely among Indemnified Persons other than any claims arising out of any act or omission on the part of the Borrower or Guarantor. The Loan Parties shall not be responsible or liable to any other person for indirect, consequential or punitive damages or claims for lost profits.

The indemnities granted under this agreement shall survive any termination of the DIP Facility.

In consideration of this agreement and for other good and valuable consideration, each Loan Party, on its own behalf and on behalf of its respective successors, assigns, and other legal representatives, absolutely, unconditionally and irrevocably releases Export Development Canada and its present and former affiliates, subsidiaries, divisions, predecessors, directors, officers, legal counsel, consultants, employees, agents and other representatives, and their successors and assigns (all of which are referred to

collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defences, rights of set-off, demands and liabilities (individually, a "Claim" and collectively, "Claims") known or unknown, both at law or in equity, that such Loan Party or any of their respective successors, assigns, or other legal representatives may now or later have or claim against any of the Releasees by reason of any circumstance, action, cause or thing arising at any time on or prior to the date of this agreement, including for or on account of, or in relation to, or in any way in connection with (i) any prior financings of the Loan Parties, and (ii) any and all proposed financings or refinancings of any Loan Party including, without limitation, any and all prior proposed offers of finance (whether consummated or not), term sheets, indicative and non-binding term sheets or negotiations for financing, between any of the Releasees and any of the Loan Parties.

19. NOTICES:

Any communication to be made under or in connection with this agreement shall be made in writing and shall be sufficiently given if delivered by fax, letter, or email to such party, unless otherwise stated:

(a) In the case of the Loan Parties:

7944 10th Street NE, Calgary,
Alberta, T2E 8W1

Attention: ~~Michael Saitow~~ Mark Dickinson
Email: ~~michael.saitow~~ mark.dickinson@attabotics.com

With a copy to the Loan Parties' solicitors:

Osler, Hoskin & Harcourt LLP
100 King St. W., Suite 6200
Toronto, ON
M5X 1B8

Attention: Marc Wasserman and Emily Paplawski
Email: mwasserman@osler.com / epaplawski@osler.com

(b) In the case of the DIP Lender:

150 Slater Street
Ottawa, ON, K1A 1K3

Attention: Mark Doyle
Email: mdoyle@edc.ca

With a copy to the DIP Lender's solicitors:

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000
Toronto, Ontario M5K 1E7

Attention: Evan Cobb
Email: evan.cobb@nortonrosefulbright.com

Any such notice shall be deemed to be given and received when received, unless received after 5:00 p.m. (Toronto Time) or on a day other than a Banking Day, in which case the notice shall be deemed to be received the next Banking Day.

20. DIP LENDER'S APPROVALS: Any consent, approval, waiver, instruction, or other expression of the DIP Lender made hereunder may be delivered by any written instrument, including by way of electronic mail, by legal counsel on behalf of the DIP Lender.
21. AMENDMENTS; WAIVERS: No amendment or waiver of any provisions of this agreement or consent to any departure by the Loan Parties or the DIP Lender from any provision thereof is effective unless it is in writing and signed by the other party or parties, as applicable. Such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.
22. SEVERABILITY: Each of the provisions contained in this agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.
23. COUNTERPARTS AND SIGNATURES: This agreement may be executed in any number of counterparts and by facsimile, PDF or other electronic transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.
24. FURTHER ASSURANCES: The Loan Parties will, at their own expense and promptly on demand by the DIP Lender at any time, do such acts and things and execute and deliver such documents as the DIP Lender may reasonably request to give effect to any other provisions set out hereunder.
25. ASSIGNMENT The Loan Parties shall not assign this agreement or any of the provisions set out herein without the consent of the DIP Lender in its sole and absolute discretion. The DIP Lender may assign or sell its rights or obligations with respect to this agreement to any person without the prior written consent of the Loan Parties.
26. GOVERNING LAW AND JURISDICTION: This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the Court and waive any objections on the ground of venue or forum *non conveniens* or any similar grounds.
27. CURRENCY Unless otherwise stated, all references to currency in this agreement are to Canadian dollars.

[Signature Pages Follow]



IN WITNESS WHEREOF, the parties hereby execute this agreement as at the date first above mentioned.

THE DIP LENDER:

EXPORT DEVELOPMENT CANADA

Per: _____
Name: _____
Title: _____
I have authority to bind the DIP Lender.

Per: _____
Name: _____
Title: _____
I have authority to bind the DIP Lender.

THE BORROWER:

ATTABOTICS INC.

Per: _____
Name: _____
Title: Authorised Signatory
I have authority to bind the Borrower.

THE GUARANTOR:

ATTABOTICS (US), CORP.

Per: _____
Name: _____
Title: Authorised Signatory
I have authority to bind the Guarantor.

A handwritten signature in black ink, consisting of a stylized 'E' followed by a large '8'.

This is **Exhibit “E”** to the Affidavit of Mark Dickinson
sworn before me this 28th day of July 2025.



Notary Public/Commissioner for Oaths in and for Alberta

Emma Catriona Stirling
Student-at-Law



Weekly Cash Flow - CAD

	1	2	3	4	5	6	7	8	9	10	11	12	Jul 12, 2025 to Oct 3, 2025
	2025-07-18	2025-07-25	2025-08-01	2025-08-08	2025-08-15	2025-08-22	2025-08-29	2025-09-05	2025-09-12	2025-09-19	2025-09-26	2025-10-03	
RECEIPTS													
Installed Systems - Service and maintenance receipts	37,200	-	-	-	-	-	-	-	-	-	-	-	37,200
DIP Loan Advances	200,000	400,000	200,000	-	-	200,000	400,000	200,000	300,000	200,000	300,000	400,000	2,800,000
Total Receipts	237,200	400,000	200,000	-	-	200,000	400,000	200,000	300,000	200,000	300,000	400,000	2,837,200
DISBURSEMENTS													
Payroll, Benefits and Payroll Related Disbursements	162,117	258,335	162,117	5,000	138,161	5,000	133,161	-	133,161	-	133,161	-	1,130,215
Business Insurance	-	-	45,268	-	-	-	45,147	-	-	-	-	45,147	135,561
Legal (IP) - Patent Fees	-	-	57,000	-	-	-	-	-	-	-	-	-	57,000
Legal - Litigation Purposes	500	-	-	-	-	-	-	-	-	-	-	-	500
Legal - General ongoing matters	2,000	13,800	-	-	-	-	-	-	-	-	-	-	15,800
Rent	122,586	-	122,586	-	-	-	122,586	-	-	-	-	122,586	490,342
Other Operating Costs	-	-	11,000	-	-	-	11,000	-	-	-	-	11,000	33,000
Software Subscriptions	125,275	-	-	-	125,275	-	-	-	125,275	-	-	-	375,825
Fees Banking	2,300	2,300	-	3,000	-	-	-	3,000	-	-	-	3,000	13,600
Restructuring Professional Fees	125,000	125,000	125,000	140,556	140,556	140,556	140,556	140,556	140,556	140,556	140,556	140,556	1,640,000
KERPs	-	-	80,000	-	-	-	55,730	-	-	-	-	167,191	302,921
Total Disbursements	539,778	399,435	602,971	148,556	403,992	145,556	508,179	143,556	398,992	140,556	273,717	489,479	4,194,764
Net Cash Flow Before Transfer	(302,578)	565	(402,971)	(148,556)	(403,992)	54,444	(108,179)	56,444	(98,992)	59,444	26,283	(89,479)	(1,357,564)
Transfer From / (To) Cash Collateral	-	-	383,435	-	-	-	-	-	-	-	-	-	383,435
Net Cash Flow After Transfer	(302,578)	565	(19,536)	(148,556)	(403,992)	54,444	(108,179)	56,444	(98,992)	59,444	26,283	(89,479)	(974,129)
Beginning Cash Balance	981,000	678,422	678,987	659,452	510,896	106,904	161,349	53,169	109,614	10,622	70,067	96,350	981,000
Ending Cash Balance	678,422	678,987	659,452	510,896	106,904	161,349	53,169	109,614	10,622	70,067	96,350	6,871	6,871
Funds Held as Cash Collateral for Credit Cards	383,435	383,435	383,435	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	383,435
Transfer From / (To) Operating Cash	-	-	(383,435)	-	-	-	-	-	-	-	-	-	(383,435)
Funds Held as Cash Collateral for Credit Cards	383,435	383,435	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)
Total Cash Including Cash Collateral	1,061,857	1,062,422	659,451	510,896	106,904	161,348	53,169	109,613	10,622	70,066	96,349	6,871	6,871



This is **Exhibit “F”** to the Affidavit of Mark Dickinson
sworn before me this 28th day of July 2025.



Notary Public/Commissioner for Oaths in and for Alberta

Emma Catriona Stirling
Student-at-Law



From: Pratt, Elena
Sent: Monday, July 21, 2025 3:39 PM
To: qbfiling calgary
Subject: BANKRUPTCY FILING – RETURNABLE JULY 29, 2025 ON THE COMMERCIAL LIST –
APPLICATION & AFFIDAVIT – BK01-09558 & BK01-09559 – CALGARY
Attachments: Email Filing Request Form - ATTABOTICS - July 21 2025.pdf; Application of ATTAbotics Inc. and
ATTAbotics (US) Corp., scheduled on July 29, 2025.pdf; Affidavit of Michael Saitow, sworn July
21, 2025 - Remote Commissioned.pdf

Good afternoon,

Please see the attached application materials for filing under action #'s BK01-09558 and BK01-09559.

Thank you,

OSLER

Elena Pratt
Insolvency Specialist and Legal Assistant
For Randal Van de Mosselaer, Emily Paplawski and Stephen Kroeger.
403.592.7269 | EP Pratt@osler.com

Osler, Hoskin & Harcourt LLP
Suite 2700, Brookfield Place
225 – 6th Avenue S.W.
Calgary, Alberta, Canada T2P 1N2

osler.com



This is **Exhibit "G"** to the Affidavit of Mark Dickinson
sworn before me this 28th day of July 2025.



Notary Public/Commissioner for Oaths in and for Alberta

Emma Catriona Stirling
Student-at-Law



From: specialchambersqbfilings calgary <specialchambersqbfilings.calgary@just.gov.ab.ca>
Sent: Tuesday, July 22, 2025 12:46 PM
To: Pratt, Elena
Subject: BANKRUPTCY FILING – RETURNABLE JULY 29, 2025 ON THE COMMERCIAL LIST –
APPLICATION & AFFIDAVIT – BK01-09558 & BK01-09559 – CALGARY

Good morning,

Affidavits require a live ink signature on it.

Please have the affidavit signed with live ink and resubmit for review.

Regards,
KB Special Chambers Filing

General Reminder: Abuse, harassment, or misconduct towards staff members through email filing is strictly prohibited. This includes, but is not limited to, threats, intimidation, abusive or offensive language, or any other behavior that undermines the well-being and dignity of our staff. Instances of abuse directed at our staff will result in immediate termination of access to email filing. This action may be taken without prior notice or warning.

A handwritten signature in black ink, appearing to be 'EG' or similar, located in the bottom right corner of the page.

COURT FILE NUMBER BK01-095558
BK01-095559

Clerk's Stamp

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

AND IN THE MATTER OF THE NOTICE OF INTENTION
TO MAKE A PROPOSAL OF ATTABOTICS INC. AND
ATTABOTICS (US), CORP.

APPLICANTS **ATTABOTICS INC. and ATTABOTICS (US), CORP.**

DOCUMENT **AFFIDAVIT OF MARK DICKINSON**

ADDRESS FOR SERVICE **OSLER, HOSKIN & HARCOURT LLP**
AND CONTACT Suite 2700, Brookfield Place
INFORMATION OF 255 – 6th Avenue SW
PARTY FILING THIS Calgary, AB T2P 1N2
DOCUMENT

Solicitors: Marc Wasserman / Emily Paplawski
Phone: 416.862.4908 / 403.260.7071
Email: mwasserman@osler.com / epaplawski@osler.com
Matter: 1269907

AFFIDAVIT OF MARK DICKINSON
SWORN ON JULY 28, 2025

I, Mark Dickinson, of the City of Fort Collins, in the State of Colorado in the United States
of America, **MAKE OATH AND SAY:**

1. I am the Vice President of Operations at ATTAbotics Inc. ("ATTAbotics") and
ATTAbotics (US), Corp. ("ATTAbotics US" and together with ATTAbotics, the "Applicants"),
I have been Vice President of Operations at the Applicants since October 2022. Prior to my current
role as Vice President Operations, I was Vice President Software Solutions and Vice President
Product Development at the Applicants. I have been an employee of the Applicants since October

WP

2020. I hold a Bachelor of Science in Industrial Engineering from the University of Central Florida and am a Certified Project Management Professional.

2. As such, I have personal knowledge of the matters to which I swear in this Affidavit, except where stated to be based on information and belief, in which case I believe such information to be true. In preparing this Affidavit, I have consulted with the Applicants' management team and advisors and reviewed relevant documents and information concerning the Applicants' operations, business and financial affairs. I am authorized by the Applicants to swear this Affidavit.

3. I swear this Affidavit supplemental to the Affidavit previously sworn by Mr. Michael Saitow on July 21, 2025 (the "**Saitow Affidavit**") in support of an amended application by the Applicants for an Order:

- (a) extending the time within which the Applicants are required to file a proposal to their creditors under section 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**") to September 15, 2025 (the "**Stay Period**");
- (b) approving the second key employee retention plan (the "**Second KERP**") generally in the form discussed herein and attached as **Confidential Exhibit "A"** hereto, increasing the KERP Charge established and defined at paragraph 19 of the Order of the Honourable Justice Gill granted in these proceedings on July 4, 2025 (the "**July 4 Order**") from \$90,000 to an aggregate amount of \$222,921, and declaring that the KERP Charge shall apply equally to, and secure, all payments contemplated to the Key Employees by the Second KERP;

ND

- (c) approving the sales and investment solicitation process ("SISP") generally in the form attached as **Exhibit "B"** hereto and authorizing and directing the Applicants and Richter Inc., in its capacity as Proposal Trustee (the "**Proposal Trustee**") to implement the SISP in accordance with its terms;
- (d) approving the Amended and Restated Interim Financing Term Sheet (the "**A&R Term Sheet**") to increase permitted borrowings under the Interim Facility from \$1.5 million to \$3.5 million and to extend the maturity date of the Interim Facility from August 1, 2025 to September 15, 2025;
- (e) directing that Confidential Exhibit "A" hereto be treated as confidential and sealed and not form part of the public record, pending further order of this Court; and
- (f) such further and other relief as counsel may request and this Honourable Court may grant.

4 Capitalized terms used but not otherwise defined in this Affidavit have the meanings given to such terms in the July 4 Order or in the SISP.

5. An overview of these NOI Proceedings to date, the reasons leading to the NOI Proceedings and the Applicants' business and operations is provided in the Saitow Affidavit and in the Affidavit of Edna Conway, sworn July 3, 2025 (the body of which is attached as Exhibit A to the Saitow Affidavit). I accordingly limit this Affidavit to a discussion of the relief sought by the Applicants to the extent not otherwise discussed in the Saitow Affidavit. This Affidavit should be read in conjunction with the Saitow Affidavit.

WB

Sales and Investment Solicitation Process

6. As discussed further in the Conway and Saitow Affidavits, the Interim Facility Term Sheet required the Applicants to diligently pursue options to sell their assets or business or obtain an investment in ATTAbotics. Accordingly, immediately following commencement of the NOI Proceedings, the Applicants and Proposal Trustee commenced the solicitation process discussed in the Saitow Affidavit (the "**Solicitation Process**").

7. The Proposal Trustee received numerous expressions of interest ("EOIs") in the Solicitation Process and, based on the volume and scope of EOIs received, assisted the Applicants with preparing and finalizing a targeted SISP to facilitate the completion of remaining due diligence and solicit binding Bids. A copy of the proposed SISP is attached hereto as **Exhibit "B"**. The key terms of the proposed SISP are as follows:

- (a) the Proposal Trustee will administer the SISP in consultation with the Applicants and the Interim Lender;
- (b) all parties who wish to participate in the SISP must provide an executed non-disclosure agreement ("**NDA**") in form and substance satisfactory to the Proposal Trustee and the Applicants (each party who signs an NDA or is otherwise deemed eligible by the Proposal Trustee is referred to herein as a "**Potential Bidder**");
- (c) the Proposal Trustee, in consultation with the Applicants and the Interim Lender, subject to competitive and other business considerations, will afford each Potential Bidder access to the data room and such other due diligence material and information as deemed appropriate;

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- (d) each Potential Bidder that wishes to make a formal offer to purchase, or make an investment in, the Applicants, the Property, or Business, or any parts thereof, must submit a binding Bid to the Proposal Trustee by no later than 12:00 p.m. (Calgary time) on August 21, 2025 (the "**Bid Deadline**");
- (e) each Bid must comply with the requirements outlined in the SISP, including:
 - (i) the Bid must be a binding offer to acquire all, substantially all or a portion of the Property or the shares of the Applicants, and/or make an investment in, restructure, reorganize or refinance the Business or the Applicants;
 - (ii) the Bid must include a duly authorized and executed definitive transaction agreement;
 - (iii) the Bid must not be conditional on the outcome of any unperformed due diligence or obtaining financing;
 - (iv) the Bid must include (i) a letter stating that the Bid is irrevocable until approval of the Successful Bid(s) by the Court, (ii) written evidence of a firm, irrevocable commitment for financing or other evidence of the Bidder's ability to consummate the proposed transaction, (iii) written evidence, in form and substance satisfactory to the Proposal Trustee, in consultation with the Applicants and the Interim Lender, of authorization and approval from the Bidder's board of directors (or comparable governing body), and (iv) disclosure of the identity of each entity that will be entering into the transaction or that is otherwise participating in or benefiting from

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such Bid, and any additional "Know Your Client" information that may be requested by the Proposal Trustee or the Interim Lender; and

- (v) the Bid must not include any request for or entitlement to any break or termination fee, expense reimbursement or similar type of payment;
- (f) all Bids must be accompanied by a non-refundable deposit in the amount of not less than 10% of (i) the cash consideration offered under the Bid for a Sale Proposal, or (ii) the total new investment contemplated in the Bid for an Investment Proposal;
- (g) following the Bid Deadline, the Proposal Trustee, in consultation with the Applicants and the Interim Lender, will assess the Bids received and designate the most competitive Bids that comply with the requirements of the SISP as "Qualified Bids";
- (h) if the Proposal Trustee receives multiple Qualified Bids, the Proposal Trustee, in consultation with the Applicants and the Interim Lender, may invite all Qualified Bidders to participate in an Auction. The Auction, if any, will be conducted by the Proposal Trustee in accordance with the procedures outlined in the SISP;
- (i) the highest or otherwise best Qualified Bid(s) received in the SISP will be declared the Successful Bid(s), while the next highest or otherwise best Qualified Bid(s) may be designated as "**Back-Up Bid(s)**" in the event the Successful Bid(s) are not approved by the Court or do not otherwise close;
- (j) either the Proposal Trustee or the Applicants will seek approval from the Court of the transaction(s) provided in the Successful Bid(s) and any Back-Up Bid(s) and

authority to consummate the transactions provided in the Successful Bid(s) and any Back-Up Bid(s). All Qualified Bids other than the Successful Bid(s) and Back-Up Bid(s), if any, will be deemed rejected on and as of the date of Court approval of the Successful Bid(s) and Back-Up Bid(s);

- (k) any Transaction will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description (except as otherwise set forth in a definitive sale or investment agreement); and
- (l) the Proposal Trustee may, in consultation with the Applicants and the Interim Lender, seek Court approval of one or more amendments to the SISP and may seek the Court's direction in respect of implementation of the SISP.

8. The SISP is proposed to be conducted in accordance with the following timeline:

Milestone	Deadline
Deadline for submission of Bids	No later than 12:00 p.m. (Calgary time) on August 21, 2025
Selection of the Successful Bid(s) and Back-Up Bid(s), and Notification of Auction (if any)	No later than 12:00 p.m. (Calgary time) on August 28, 2025
Auction Date (if required)	September 3, 2025
Deadline for finalizing transaction documents based on Successful Bid(s)	September 8, 2025
Filing of application to approve the Successful Bid(s)	Week of Sept 8, 2025
Hearing of the Approval Application	Week of Sept 15, 2025
Outside Date for the Closing of the Successful Bid(s)	September 30, 2025

9. The SISP has been developed by the Proposal Trustee and the Applicants, in consultation with the Interim Lender. It has been structured to build on the significant work that has already been undertaken in the Solicitation Process in order to provide Potential Bidders with an opportunity to complete final due diligence and submit a binding Bid. While the timelines in the SISP are abbreviated, the market has already been broadly canvassed as part of the Solicitation Process and interested parties have already had approximately three and a half weeks to execute an NDA, access the data room and complete due diligence. Since the Saitow Affidavit was sworn, the Applicants have executed an additional 5 NDAs (for a total of 36 NDAs) and have a further 4 NDAs under negotiation with interested parties.

10. In addition, the Applicants have extremely limited capital available to them at the present time and are reliant on the Interim Facility to fund their business, operations and these NOI Proceedings. As discussed below, the maturity date under the A&R Term Sheet is September 15, 2025. It is accordingly imperative that the Applicants advance the SISP to completion and seek approval of the Successful Bid(s) and any Back-Up Bid(s) expediently. The Applicants have no assurances that additional funding will be made available by the Interim Lender should a longer process to be undertaken.

11. The Applicants believe that the SISP is fair, reasonable and appropriate in the circumstances and will provide sufficient time to allow Potential Bidders to fully participate in the SISP (to the extent desired). I understand that the Proposal Trustee supports the SISP.

Second KERP

12. The basis of, and reasons for, the Second KERP are described in the Saitow Affidavit.

13. Since the Saitow Affidavit was sworn, two additional employees resigned from the Applicants (including Mr. Saitow), leaving only 9 employees (one of whom remains on medical leave) to navigate these NOI Proceedings. The departure of the two employees has only amplified the necessity of retaining and compensating the few employees that remain. Each of the remaining employees has shown an unwavering commitment to the Applicants, all possess significant knowledge of the business and operations of the Applicants, and all have (and will continue to) accept increased workloads in order to facilitate these NOI Proceedings.

14. The Applicants are accordingly proposing to offer a Second KERP to the remaining 8 employees (i.e. all remaining employees less the individual on medical leave) on the basis outlined in **Confidential Exhibit "A"**. The terms of the proposed Second KERP are as follows:

- (a) the Second KERP will be paid in accordance with the following schedule:
 - (i) 25% of the KERP payment (the **"First Payment"**) will be payable on the earlier of August 31, 2025 and the commencement of any Alternate Proceeding¹ (the **"First Payment Date"**);
 - (ii) 25% of the KERP payment will be payable on the earlier of September 30, 2025 or the closing of a transaction within the NOI Proceedings (the **"Second Payment Date"**); and

¹ An "Alternate Proceeding" means any of: (a) the termination or the expiration of the NOI Proceedings, (b) the voluntary assignment in bankruptcy or deemed voluntary assignment in bankruptcy in respect of the Applicants, (c) a bankruptcy order in respect of the Applicants, or (d) the appointment of a receiver, interim receiver or receiver and manager over the Applicants or all or any material portion of the Applicants' assets.

- (iii) 50% of the KERP payment will be payable on the earlier of October 31, 2025 or the closing of a transaction within the NOI Proceedings (together with the First Payment Date and the Second Payment Date, the "**Payment Dates**" and, any of them, a "**Payment Date**");
- (b) on order to receive any portion of the Second KERP payments, the employee must
 - (i) be actively employed by the Applicants on the applicable Payment Date or, in the event of an Alternate Proceeding, be retained by the Trustee or Receiver as a consultant until the applicable Payment Date, and (ii) perform his or her duties and responsibilities to the best of his or her abilities; and
- (c) if an Alternative Proceeding occurs and the Proposal Trustee is appointed as Receiver or Trustee of the Applicants' estate(s) or property, then the Proposal Trustee has agreed to apply to the Court for approval of the continued receipt of the KERP payment and for the continuation of the KERP Charge in such Alternate Proceeding for so long as the conditions outlined above remain satisfied.

15. The Second KERP was developed in consultation with both the Proposal Trustee and the Interim Lender. The Applicants believe that the amounts payable to the employees under the Second KERP are reasonable and appropriate in the circumstances.

16. The Applicants seek an increase to the KERP Charge from \$90,000 to \$222,921 to secure their obligations under the Second KERP.

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Increase to the Interim Facility

17. The Applicants require an increase to the Interim Facility in order to fund their payroll obligations, normal course business expenses, and the costs of these NOI Proceedings during the requested Stay Period. The Applicants also require an extension to the current August 1, 2025 maturity date of the Interim Facility. The Interim Lender has accordingly agreed to enter the A&R Term Sheet with the Applicants to: (a) increase permitted borrowings under the Interim Facility from \$1.5 million to \$3.5 million; and (b) extend the maturity date of the Interim Facility to September 15, 2025. A copy of the A&R Term Sheet is attached hereto as **Exhibit "C"**. A copy of the A&R Term Sheet blacklined against the Interim Financing Term Sheet is attached hereto as **Exhibit "D"**. A copy of the Cash Flow Projections referenced in the A&R Term Sheet is attached hereto as **Exhibit "E"**.

Restricted Court Access Order

18. Confidential Exhibit "A" lists the names of each of the 8 remaining employees, each of their annual salaries, the percentage of salary proposed to be paid in the Second KERP, and the total resulting amount to be paid in the Second KERP. The personal information found in the Confidential Exhibit is not of a nature that would normally be made public by the Applicants in the normal course of business. Disclosure of the employees' personal information (including salary and entitlements under the Second KERP) could be highly prejudicial to them both personally and professionally.

19. The Applicants are accordingly seeking a restricted court access order with respect to Confidential Exhibit "A".

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20. I am advised by Emma Stirling, an articling student at Osler Hoskin & Harcourt LLP ("**Osler**"), that she and Ms. Paplawski attended on a Teams video call with Mr. Saitow on July 21, 2025, for purposes of swearing the Saitow Affidavit. I am further advised by Ms. Stirling that Mr. Saitow swore an oath before signing and returning the Saitow Affidavit.

21. On July 21, 2025, Osler submitted the Saitow Affidavit to the Court for filing. Attached as **Exhibit "F"** is a copy of Osler's filing email. On July 22, 2025, Osler received the response attached as **Exhibit "G"** hereto advising that the Saitow Affidavit was rejected for filing on the basis that "Affidavits require a live ink signature on it. Please have the affidavit signed with live ink and resubmit for review."

22. On July 22, 2025 – the same day the Court rejected the Saitow Affidavit for filing – Mr. Saitow resigned from his employment with ATTAbotics. As a result, the Applicants have not been able to obtain a copy of the Saitow Affidavit with a wet ink signature.

The deponent was not physically present before the commissioner but was linked with the commissioner using video technology, and the process described in Notice to the Profession and Public #2020-02 was followed.

SWORN BEFORE ME at Calgary, Alberta, by two-way videoconferencing with the deponent this 28th day of July 2025. I certify that Mark Dickinson satisfied me that he was a person entitled to swear.

Commissioner for Taking Affidavits in and for
the Province of Alberta



Mark Dickinson

This is **CONFIDENTIAL** Exhibit "A" to the Affidavit of Mark Dickinson
sworn before me this 28th day of July 2025.

Notary Public/Commissioner for Oaths in and for Alberta

CONFIDENTIAL EXHIBIT "A"

This is **Exhibit "B"** to the Affidavit of Mark Dickinson
sworn before me this 28th day of July 2025.

Notary Public/Commissioner for Oaths in and for Alberta

SALE AND INVESTMENT SOLICITATION PROCESS

Introduction

1. On July 2, 2025, ATTABotics Inc. ("**ATTABotics**") and ATTABotics (US) Corp. (together, the "**Companies**") filed Notices of Intention to Make a Proposal (the "**Proposal Proceeding**") under Part III, Division I of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") resulting in a consolidated proceeding before the Court of King's Bench of Alberta (the "**Court**"). Pursuant to the Notices of Intention to Make a Proposal filed in the Proposal Proceeding, Richter Inc. was appointed as proposal trustee (in such capacity, the "**Proposal Trustee**"). On July 4, 2025, the Court issued an Order, among other things, authorizing Attabotics, as borrower, to obtain interim funding (the "**DIP Loan**") from Export Development Canada, as lender (in such capacity, the "**DIP Lender**").
2. The Proposal Trustee will, with the assistance of its advisors and the Companies, and in consultation with the DIP Lender, conduct the sale and investment solicitation process (the "**SISP**") described herein pursuant to a Court order dated July 29, 2025 (the "**SISP Order**"). The SISP is intended to solicit interest in an acquisition of or investment in the business or a sale of the assets and/or the business of the Companies by way of merger, reorganization, recapitalization, primary equity issuance or other similar transaction (a "**Transaction**"). The Proposal Trustee, in consultation with the Companies and the DIP Lender, intends to provide all qualified interested parties with an opportunity to participate in the SISP.

Opportunity and Potential Bidders

3. The SISP is intended to solicit interest in the opportunity (the "**Opportunity**") to submit binding bids for a sale of or investment in all or part of the Companies' assets (the "**Property**") and/or business (the "**Business**").
4. The Proposal Trustee and the Companies, in consultation with the DIP Lender, completed an initial solicitation phase prior to the granting of the SISP Order (the "**Solicitation Phase**") wherein potential bidders, including (i) parties that approached the Companies or the Proposal Trustee indicating an interest in the Opportunity, (ii) local and international strategic and financial parties who the Proposal Trustee, in consultation with the Companies and the DIP Lender, believed may be interested in the Opportunity, and (iii) parties that showed an interest in the Companies and/or their assets by way of previous, out-of-court strategic reviews and/or sales processes (collectively, the "**Contacted Persons**") were contacted and invited to submit a non-binding expression of interest in respect of a Transaction relating to the Business or Property.
5. Contacted Persons and other parties who wish to participate in the SISP must provide an executed non-disclosure agreement in form and substance satisfactory to the Proposal Trustee and the Companies (an "**NDA**").
6. The Contacted Persons and other parties who sign an NDA or who are otherwise deemed eligible by the Proposal Trustee are referred to herein as "**Potential Bidders**".
7. Except to the extent otherwise set forth in a definitive sale or investment agreement with the Successful Bidder (as defined below), any Transaction will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Proposal Trustee, the Companies, or any of their respective agents, advisors or estates, and, in the event of a sale, Potential Bidders may specify in their Bids that all of the right, title and interest of the

Companies in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, financial and monetary claims charges, options and interests therein and thereon pursuant to Court order(s), to the extent that the Court deems it appropriate to grant such relief and except as otherwise provided in such Court order(s).

Role of the Proposal Trustee

8. The Proposal Trustee's responsibilities under the SISP include:
- (a) administering the SISP as set out herein in consultation with the Companies and the DIP Lender
 - (b) consulting with the Companies and the DIP Lender in connection with the bidding procedures included in this SISP and the closing of the transaction contemplated in the Successful Bid(s) (as defined below),
 - (c) assisting the Companies to facilitate information requests, including assisting the Companies in preparing or modifying financial information to assist with the bidding procedures described in this SISP,
 - (d) reporting to the Court in connection with the SISP, including the bidding process described in this SISP, and the closing of the transaction contemplated in the Successful Bid(s);
 - (e) conducting an Auction (as defined below), if necessary, in accordance with the Auction procedures contemplated herein; and
 - (f) assisting the Companies with the closing of the transaction contemplated in the Successful Bid(s).
9. In consultation with the Companies and the DIP Lender, the Proposal Trustee may seek Court approval of one or more amendments to the SISP and may seek the Court's directions in respect of the implementation of the SISP.

Timeline

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

Milestone	Original Deadline
Deadline for submission of Bids	No later than 12:00 p.m. (Calgary time) on August 21, 2025
Selection of the Successful Bid(s) and Back-Up Bid(s), and Notification of Auction (if any)	No later than 12:00 p.m. (Calgary time) on August 28, 2025
Auction Date (if required)	September 3, 2025

Deadline for finalizing transaction documents based on Successful Bid(s)	September 8, 2025
Filing of application to approve the Successful Bid(s)	Week of Sept 8, 2025
Hearing of the Approval Application (as defined below)	Week of Sept 15, 2025
Outside Date for the Closing of the Successful Bid(s) (the "Outside Date")	September 30, 2025

11. Subject to any order of the Court, the dates associated with any of the milestones set out in the SISP may be extended by the Proposal Trustee with the consent of the DIP Lender.

Potential Bidders and Due Diligence Materials

12. The Proposal Trustee, in consultation with the Companies and the DIP Lender, subject to competitive and other business considerations, will afford each Potential Bidder access to such due diligence material and information relating to the Companies, the Property and the Business as the Proposal Trustee, in consultation with the Companies and the DIP Lender, deems appropriate. Due diligence may include access to an electronic data room containing information about the Companies, the Property and the Business, and may also include management presentations, and other matters which a Potential Bidder may reasonably request and as to which the Proposal Trustee, in its judgment and in consultation with the Companies and the DIP Lender, may agree. The Proposal Trustee will designate a representative or representatives to coordinate all reasonable requests for additional information and due diligence access from Potential Bidders and the manner in which such requests must be communicated. Neither the Proposal Trustee nor the Companies will be obligated to furnish any information relating to the Companies, the Property or Business to any person other than as is expressly provided for in the SISP. Furthermore, and for the avoidance of doubt, selected due diligence materials may be withheld from certain Potential Bidders if the Proposal Trustee in consultation with the Companies determines such information to represent proprietary or sensitive competitive information / disclosure that could impair the Companies, the Business or the integrity of the SISP. None of the Proposal Trustee, the Companies, or any of their respective agents, advisors or estate shall be held responsible for, and none of them will bear any liability with respect to, any information obtained by any person in connection with a sale of the Property or Business or investment in the Companies.
13. Without limiting the generality of any term or condition of any NDA between the Companies, on the one hand, and any Potential Bidder or Bidder (as defined below), on the other hand, unless otherwise agreed by the Proposal Trustee in consultation with the Companies or ordered by the Court, no Potential Bidder or Bidder shall be permitted to have any discussions with: (a) any counterparty to any contract with the Companies (or any of them), any secured or unsecured creditor of the Companies, any current or former director, manager, shareholder, officer, member or employee of the Companies (or any of them), other than in the normal course of business and wholly unrelated to the Companies, the Opportunity, the confidential information, the SISP or the Proposal Proceeding; or (b) any other Potential Bidder or Bidder regarding the SISP, the

Opportunity, the confidential information or any bids submitted or contemplated to be submitted pursuant to the SISP. Notwithstanding the foregoing, where any such communications are agreed to with the Proposal Trustee's consent, such discussions shall be made in the presence of the Proposal Trustee.

14. Potential Bidders and Bidders must rely solely on their own independent review, investigation and/or inspection of all information and of the Companies, Property and Business in connection with their participation in the SISP and any transaction they enter into with the Companies (or any of them).

Binding Offers

15. Potential Bidders that wish to make a formal offer to purchase, or make an investment in, the Companies, Property or Business, or any part thereof (a "**Bidder**") shall submit a binding offer either individually or in combination with other offers (a "**Bid**") that complies with all of the following requirements to the Proposal Trustee at the address specified in Schedule "1" hereto (including by email), which Bid shall be delivered by such Bidder by no later than 12:00 p.m. (Calgary Time) on August 21, 2025 (the "**Bid Deadline**")
 - (a) the Bid must be a binding offer to:
 - (i) acquire all, substantially all or a portion of the Property or the shares of the Companies (a "**Sale Proposal**"); and/or
 - (ii) make an investment in, restructure, reorganize or refinance the Business or the Companies (an "**Investment Proposal**");
 - (b) the Bid must identify the key terms and provisions to be included in any approval order of the Court, including whether such order will be a "reverse vesting order".
 - (c) the Bid must include a duly authorized and executed definitive transaction agreement.
 - (d) the definitive transaction agreement in respect of a Bid shall include, among other things:
 - (i) that the Bid is not conditioned upon: (A) the outcome of any unperformed due diligence by the Bidder; or (B) obtaining financing, but may be conditioned upon the Companies receiving the required approvals or amendments relating to the licences required to operate the business, and/or transfer of the Property, if necessary;
 - (ii) any and all conditions and approvals required to complete the closing of the transaction; and
 - (iii) all terms in respect of such Sale Proposal or Investment Proposal, as applicable;
 - (e) the Bid shall be consistent with the necessary terms and conditions established by the Proposal Trustee in consultation with the Companies and the DIP Lender and communicated to Bidders;

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- (f) the Bid must include a letter stating that the Bidder's offer is irrevocable until approval of the Successful Bid(s) by the Court, provided that if such Bidder is selected as the Successful Bidder or Back-Up Bidder, its offer shall remain irrevocable until the closing of the transaction contemplated by such Bid,
- (g) the Bid must include written evidence of a firm, irrevocable commitment for financing or other evidence of the Bidder's ability to consummate the proposed transaction that will allow the Proposal Trustee in consultation with the Companies and the DIP Lender to make a determination as to the Bidder's financial and other capabilities to consummate the proposed transaction,
- (h) the Bid must include written evidence, in form and substance satisfactory to the Proposal Trustee in consultation with the Companies and the DIP Lender, of authorization and approval from the Bidder's board of directors (or comparable governing body) with respect to the submission, execution and delivery of such Bid, and identification of any anticipated shareholder, regulatory or other approvals outstanding, and the anticipated process and timeframe and any anticipated impediments for obtaining such approvals;
- (i) the Bid must not include any request for or entitlement to any break or termination fee, expense reimbursement or similar type of payment;
- (j) the Bid must fully disclose the identity of each entity that will be entering into the transaction or the financing thereof, or that is otherwise participating in or benefiting from such Bid, and any additional "Know Your Client" information that may be requested by the Proposal Trustee or Export Development Canada;
- (k) without limiting the foregoing, a Sale Proposal Bid must include
 - (i) the purchase price in Canadian dollars and a description of any non-cash consideration, including any future royalty payments or other deferred payment, details of any liabilities to be assumed by the Bidder and key assumptions supporting the valuation;
 - (A) if the purchase price involves a royalty, earn-out or other deferred payment, the Sale Proposal Bid shall include a specific indication of the Bidder's proposal and/or commitments for and relating to obtaining necessary regulatory approvals and the Bidder's commercialization strategy, manufacturing capabilities, proposed sale milestones and minimum sale amounts, budget and/or commitment for capital expenditures, direct marketing and sales initiatives and support and proposed product positioning within the Bidder's current product portfolio;
 - (ii) a description of the Property or Business that is expected to be subject to the transaction and any of the Property expected to be excluded;
 - (iii) a specific indication of the financial capability of the Bidder and the expected structure and financing of the transaction;

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- (iv) a description of those liabilities and obligations (including operating liabilities) which the Bidder intends to assume and which such liabilities and obligations it does not intend to assume; and
 - (v) a non-refundable deposit in the amount of not less than ten percent (10%) of the cash consideration offered under the Bid;
 - (vi) a description of the purchase price allocation among the assets included in the Bid;
- (l) without limiting paragraphs 15(a) through 15(i), an Investment Proposal Bid must include:
 - (i) a description of how the Bidder proposes to structure the proposed investment, restructuring, recapitalization, refinancing or reorganization, and a description of any non-cash consideration;
 - (ii) the aggregate amount of the equity and/or debt investment to be made in the Business or the Companies in Canadian dollars;
 - (iii) the underlying assumptions regarding the pro forma capital structure;
 - (iv) a specific indication of the sources of capital for the Bidder and the structure and financing of the transaction;
 - (v) a description of those liabilities and obligations (including operating liabilities) which the Bidder intends to assume and which liabilities and obligations it does not intend to assume; and
 - (vi) a non-refundable deposit in the amount of not less than ten percent (10%) of the total new investment contemplated in the Bid.
- (m) the Bid must include acknowledgements and representations of the Bidder that the Bidder:
 - (i) has, to its satisfaction, had an opportunity to conduct any and all due diligence regarding the Property, the Business and the Companies prior to making its Bid;
 - (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Property in making its Bid; and
 - (iii) did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Business, the Property, or the Companies, or the completeness of any information provided in connection therewith, except as may be expressly stated in the definitive transaction agreement(s) signed by the Companies.
- (n) the Bid must contain such other information as may be reasonably requested by the Proposal Trustee in consultation with the Companies and the DIP Lender;
- (o) the Bid must be received by the Bid Deadline;

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- (p) the Bid must contemplate closing the transaction set out therein on or before the Outside Date.
16. Following the Bid Deadline, the Proposal Trustee, in consultation with the Companies and the DIP Lender, will assess the Bids received. The Proposal Trustee, in consultation with the Companies and the DIP Lender, may designate the most competitive Bids that comply with the requirements set out herein to be "**Qualified Bids**". Only Bidders whose Bids have been designated as Qualified Bids shall be eligible to participate in an Auction and/or become the Successful Bidder(s) or Back-Up Bidder(s).
17. The Proposal Trustee, in consultation with the Companies and the DIP Lender, may waive strict compliance with any one or more of the requirements set out herein and deem such non-compliant Bid(s) to be Qualified Bid(s).
18. The Proposal Trustee, in consultation with the Companies and the DIP Lender, may aggregate separate Bids from unaffiliated Bidders to create one or more Qualified Bids.
19. The Proposal Trustee, in consultation with the Companies and the DIP Lender, shall be entitled to discuss and negotiate the Bid(s) and the form of any Sale Proposal(s) or Investment Proposal(s) prior to the Bid Deadline for purposes of amending or clarifying the terms and form thereof.
20. The Proposal Trustee shall cause each Bidder to be notified in writing as to whether its Bid constituted a Qualified Bid as soon as reasonably practicable following the Bid Deadline.

Evaluation of Bids

21. Bids shall be evaluated based upon several factors including, without limitation: (a) the purchase price, the nature of the consideration provided by such Bids and the net value of the consideration provided by such Bids (it being understood that, all else equal, cash consideration is preferable to non-cash consideration, with the value of any non-cash consideration being determined by the Proposal Trustee in its business judgment, in consultation with the Companies and the DIP Lender); (b) the identity, circumstances and ability of the Bidders to successfully complete the transactions contemplated by such Bids; (c) the proposed transaction documents; (d) factors affecting the speed, certainty and value of the transactions contemplated by such Bids; (e) the assets and liabilities included or excluded from the Bids; (f) any related restructuring costs; (g) any synergies between the Bidder's business and the Companies' business; and (h) the likelihood and timing of consummating such transaction, each as determined by the Proposal Trustee in its business judgment, in consultation with the Companies and the DIP Lender.
22. The Proposal Trustee, in consultation with the Companies and the DIP Lender, may ascribe monetary values to non-monetary terms in any Bid, Qualified Bid, Initial Bid, or Overbid (as defined below) for the purposes of assessing and/or valuing such bids, including without limitation, the value to be ascribed to any liabilities or contracts to be assumed or not assumed.
23. If the Proposal Trustee receives multiple Bids that are designated as Qualified Bids (such Bidders, the "**Qualified Bidders**"), the Proposal Trustee, in consultation with the Companies and the DIP Lender, may invite such Qualified Bidders to participate in an Auction to be conducted and administered by the Proposal Trustee, with the assistance of its advisors and the Companies, in accordance with the terms of this SISP (an "**Auction**").

24. If the Proposal Trustee receives one or more Bids that are designated as Qualified Bid(s) and the Proposal Trustee is satisfied in its reasonable business judgement, in consultation with the Companies and the DIP Lender, that it would be appropriate to consummate the transaction(s) contemplated by such Qualified Bid(s), the Proposal Trustee shall designate such Qualified Bid(s) as the successful bid(s) (the "**Successful Bid(s)**"), and the Qualified Bidder(s) making such bid(s), the "**Successful Bidder(s)**", with or without negotiation of the Qualified Bid(s) and without conducting an Auction. The Proposal Trustee may further designate one or more Qualified Bid(s) as secondary successful bid(s) that may become the Successful Bid(s) only in the event that the Successful Bid(s) are not approved by the Court or do not otherwise close (the "**Back-Up Bid(s)**"), and the Qualified Bidder(s) making such bid(s) as the back-up bids (the "**Back-Up Bidder(s)**"). Any Back-Up Bid(s) shall be designated as such by the Proposal Trustee using its reasonable business judgment and in consultation with the Companies and the DIP Lender, and shall otherwise meet all requirements of a Successful Bid. A bid that includes any collateral subject to first-ranking security in favour of Export Development Canada that does not provide sufficient cash consideration to be received on or prior to the Outside Date to repay the DIP Loan and all senior secured debt obligations owing to Export Development Canada that arose prior to the commencement of the Proposal Proceeding shall only be designated as the Successful Bid with approval of the DIP Lender.

Auction

25. Following the evaluation of multiple Qualified Bids, the Proposal Trustee shall notify each Qualified Bidder if an Auction will be held. The Proposal Trustee shall provide instructions for the Auction by no less than three (3) business days prior to the commencement of the Auction.
26. Only Qualified Bidders shall be eligible to participate in the Auction. No later than 12:00 p.m. (Calgary time) on two (2) business days prior to the Auction, each Qualified Bidder must inform the Proposal Trustee whether it intends to participate in the Auction. The Proposal Trustee will promptly thereafter inform in writing, or cause to be informed in writing, each Qualified Bidder who has expressed its intent to participate in the Auction (the "**Auction Participants**") of the identity of all other Qualified Bidders that have indicated their intent to participate in the Auction.

Auction Procedure

27. The Auction shall be governed by the following procedures:
- (a) **Participation at the Auction.** Only the Proposal Trustee, the Companies, the Auction Participants, the DIP Lender and each of their respective advisors will be entitled to attend the Auction, and only the Auction Participants will be entitled to make any subsequent Overbids (as defined below) at the Auction. The Proposal Trustee shall provide all Auction Participants with the details of the Initial Bid (as defined below) by 12:00 p.m. (Calgary Time) on the business day before the Auction Date;
 - (b) **No Collusion.** Each Auction Participant shall be required to confirm on the record at the Auction that: (i) it has not engaged in any collusion with respect to the Auction and the SISP; and (ii) its bid and each subsequent Overbid is a good-faith *bona fide* offer, which, if accepted by the Proposal Trustee on the record of the Auction, forms a binding agreement between the parties, and that the Auction Participant intends to consummate the proposed transaction if selected as a Successful Bidder.

- (c) **Minimum Overbid.** The Auction shall begin with the Qualified Bid that represents the highest or otherwise best Qualified Bid as determined by the Proposal Trustee, in consultation with the Companies and DIP Lender (the "**Initial Bid**"), and any bid made at the Auction by an Auction Participant subsequent to the Proposal Trustee's announcement of the Initial Bid (each, an "**Overbid**") must proceed in minimum additional increments determined by the Proposal Trustee during the Auction in consultation with the Companies and the DIP Lender;
 - (d) **Bidding Disclosure.** The Auction shall be conducted such that all Overbids will be made and received in one group video conference, on an open basis, and all Auction Participants will be entitled to be present for all bidding with the understanding that the true identity of each Auction Participant will be fully disclosed to all other Auction Participants and that all material terms of each Overbid will be fully disclosed to all other Auction Participants throughout the entire Auction; provided, however, that the Proposal Trustee, in its discretion, may establish separate video conference rooms to permit interim, technical, or clarifying discussions between the Proposal Trustee and individual Auction Participants with the understanding that all Overbids will be delivered in one group video conference, on an open basis;
 - (e) **Bidding Conclusion.** The Auction shall continue in one or more rounds and will conclude after each Auction Participant has had and refused the opportunity to submit an Overbid with full knowledge of the then-existing highest Qualified Bid(s) or Overbid(s), at which time the Proposal Trustee will declare the Auction to be concluded;
 - (f) **No Post-Auction Bids.** No Overbids will be considered for any purpose after the Proposal Trustee has declared the Auction to be concluded; and
 - (g) **Auction Procedures.** The Proposal Trustee, in consultation with the Companies and the DIP Lender, shall be at liberty to modify or to establish additional procedural rules for the Auction as it sees fit.
28. During the Auction, the Proposal Trustee, in consultation with the Companies and the DIP Lender, will:
- (a) review Qualified Bids and Overbids, as the case may be, considering the factors set out in paragraph 21, among others; and
 - (b) identify the highest or otherwise best Qualified Bids or Overbids received at any given time during the Auction, with the highest or otherwise best such bid or bids at the conclusion of the Auction being the Successful Bid(s), and the Qualified Bidder(s) making such bid the Successful Bidder(s);
 - (c) identify the next highest or otherwise best Qualified Bids or Overbids received at any given time during the Auction with the next highest or otherwise best such bid or bids at the conclusion of the Auction being the Back-Up Bid(s), and the Qualified Bidder(s) making such bid or bids the Back-Up Bidder(s)

Deposits

29. Any deposit(s) made by the Successful Bidder(s) pursuant to this SISP shall be held by the Proposal Trustee in a single interest-bearing account designated solely for such purpose and such deposit(s)

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shall be dealt with in accordance with the definitive documents for the transactions contemplated by the Successful Bid(s). Deposits that are paid to the Proposal Trustee in respect of Bids that do not ultimately become Successful Bid(s) shall be returned to the Bidder.

Approval Application Hearing

30. The Successful Bidder(s) shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Successful Bid(s) was or were made by September 8, 2025, unless extended by the Proposal Trustee, in consultation with the Companies and the DIP Lender.
31. At the hearing of the application to approve any transaction(s) with the Successful Bidder(s) (the "**Approval Application**"), the Proposal Trustee or the Companies shall seek, among other things, approval from the Court to consummate the Successful Bid(s) and any Back-Up Bids. All Qualified Bids other than the Successful Bid(s) and Back-Up Bids, if any, shall be deemed to be rejected on and as of the date of approval of the Successful Bid(s) and Back-Up Bids by the Court.

Participation of Secured Lenders

32. The Proposal Trustee, in consultation with the Companies, may, as it deems appropriate, consult with secured creditors of the Companies throughout the SISP upon such assurances as to confidentiality as the Proposal Trustee may require. Notwithstanding the foregoing, to the extent any secured creditor is or is related to a Bidder or a Potential Bidder, the Proposal Trustee and Companies shall not provide such secured lender with information that might create an unfair advantage or jeopardize the integrity of the SISP unless such secured creditor irrevocably confirms in writing to the Proposal Trustee that it shall not submit or participate directly or indirectly in the submission of a Bid.
33. Subject to any order of the Court, and notwithstanding anything to the contrary contained herein, following the Bid Deadline: (a) the DIP Lender may support any Bid(s) by agreeing to convert its debt to equity or otherwise be treated as an unaffected creditor in the transaction proposed in such Bid; and (b) the DIP Lenders' decision to provide any such support shall not affect any of its rights hereunder, including its consultation and consent rights.

Insider Participation

34. The Proposal Trustee shall not furnish any information to any officer, director, or employee of, or other non-arms' length party in relation to, the Companies (each such person, an "**Insider**") where the Insider's receipt of such information might create an unfair advantage or jeopardize the integrity of the SISP, unless such Insider irrevocably confirms in writing to the Proposal Trustee that he, she or it shall not submit or participate directly or indirectly in the submission of a Bid (an "**Insider Notice**"). Any Insider who delivers an Insider Notice to the Proposal Trustee shall not be entitled to participate directly or indirectly as a Potential Bidder, Qualified Bidder, Selected Bidder, or Successful Bidder in the SISP and shall thereafter be entitled to receive such updates and information regarding the status of the SISP as the Proposal Trustee deems appropriate.
35. To the extent any officer, director or other employee of the Companies (each such person, a "**Participating Employee**") is or is related to a Potential Bidder, the Proposal Trustee and Companies shall not provide such Participating Employee with information that might create an unfair advantage or jeopardize the integrity of the SISP unless such Participating Employee and

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Potential Bidder irrevocably confirms in writing to the Proposal Trustee that it shall not submit or participate directly or indirectly in the submission of a Bid.

36. Except as set forth in paragraph 35, nothing in this SISP shall prohibit a Participating Employee from participating as a Bidder in the SISP. To the extent that any Participating Employee intends to participate as a Bidder in the SISP, it shall notify the Proposal Trustee by no later than August 14, 2025. Notwithstanding anything to the contrary in this SISP, to the extent that any Participating Employee provides notice to the Proposal Trustee of its intention to participate as a Bidder in the SISP, the Participating Employee shall, from the time of such notice, be subject to such restrictions as the Proposal Trustee, acting reasonably, determines to be necessary to ensure that the such Participating Employee's participation as a Bidder in the SISP does not, or would not be reasonably likely to, create an unfair advantage for any party or otherwise jeopardize the integrity of the SISP.

Confidentiality and Access to Information

37. Unless expressly provided for herein, participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Potential Bidders, Bidders, Qualified Bidders, Back-Up Bidders, or Successful Bidders, or the details of any bids submitted or the details of any confidential discussions or correspondence between the Companies, the Proposal Trustee, the DIP Lender and such other Potential Bidders, Bidders, Qualified Bidders, Back-Up Bidders, or Successful Bidder(s) in connection with the SISP, except to the extent that the Proposal Trustee, in consultation with the Companies and the DIP Lender, and with the consent of the applicable bidders, are seeking to combine separate Bids to form one or more Qualified Bids.
38. All discussions regarding Bids should be directed through the Proposal Trustee. Under no circumstances shall any current or former officer, director or other employee of the Companies be contacted by any Potential Bidders, Bidders, Qualified Bidders, Back-Up Bidders, or Successful Bidders without the prior consent of the Proposal Trustee. Any such unauthorized contact or communication may result in exclusion of the Potential Bidder, Bidder, Qualified Bidder, Back-Up Bidder, or Successful Bidder, as applicable, from the SISP. If any Potential Bidder, Bidder, Qualified Bidder, Back-Up Bidder, or Successful Bidder is contacted by a current or former officer, director or other employee of the Companies without the prior consent of the Proposal Trustee, then such Bidder, Qualified Bidder, Back-Up Bidder, or Successful Bidder shall advise the Proposal Trustee of such contact forthwith. The failure to advise the Proposal Trustee of such contact shall entitle the Proposal Trustee to exclude the Bidder, Qualified Bidder, Back-Up Bidder or Successful Bidder, as applicable, from the SISP.

Supervision of the SISP

39. The Proposal Trustee shall oversee and conduct the SISP in all respects, and, without limitation to that supervisory role, the Proposal Trustee will participate in the SISP in the manner set out in this SISP, the SISP Order, and any other orders of the Court, and is entitled to receive all information in relation to the SISP. In the event that there is disagreement or dispute as to the interpretation or application of the SISP, the Court will have the exclusive jurisdiction to hear and resolve such disagreement or dispute.
40. This SISP does not, and will not be interpreted to, create any contractual or other legal relationship between the Companies, or the Proposal Trustee and any Potential Bidder, Bidder, Qualified Bidder, Back-Up Bidder, or Successful Bidder or any other party, other than as specifically set forth in a definitive agreement that may be entered into with the Companies.

41. Without limiting the generality of the preceding paragraph, the Proposal Trustee or its counsel shall not have any liability whatsoever to any person or party, including, without limitation, any Potential Bidder, Bidder, Qualified Bidder, Back-Up Bidder, Successful Bidder, the Companies, the DIP Lender or any other creditor or other stakeholder of the Companies, for any act or omission related to the process contemplated by this SISP, except to the extent of its wilful misconduct or gross negligence. By submitting a Bid, each Bidder shall be deemed to have agreed that it has no claim against the Proposal Trustee or its counsel for any reason whatsoever.
42. Participants in the SISP are responsible for all costs, expenses and liabilities, including, without limitation, finder's fees, broker's fees or any similar fees, incurred by them in connection with the submission of any Bid, due diligence activities, the Auction and any further negotiations or other actions whether or not they lead to the consummation of a transaction.
43. The Proposal Trustee, with the approval of the Companies and the DIP Lender, shall have the right to modify the SISP if, in its reasonable business judgment, such modification would enhance the process or better achieve the objectives of the SISP; provided that the service list in this Proposal Proceeding shall be advised of any substantive modification to the procedures set forth herein.

Schedule "1"

Address of Proposal Trustee

To the Proposal Trustee:

Richter Inc.
181 Bay St. #3510
Bay Wellington Tower
Toronto ON M5J 2T3
Canada

Attention: Karen Kimel
Andrew Adessky
Brett Miller
Danish Khan

Email: kkimel@richter.ca
andessky@richter.ca
bmiller@richter.ca
dkhan@richter.ca

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This is **Exhibit "C"** to the Affidavit of Mark Dickinson
sworn before me this 28th day of July 2025.

Notary Public/Commissioner for Oaths in and for Alberta

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AMENDED AND RESTATED DEBTOR-IN-POSSESSION LOAN AGREEMENT

CDN\$3,500,000 Facility

Dated as of July 28, 2025

WHEREAS, on July 2, 2025 (the "Filing Date"), Attabotics Inc. (the "**Borrower**") and Attabotics (US), Corp. (the "**Guarantor**") filed Notices of Intention to Make a Proposal pursuant to Division I of Part III of the *Bankruptcy and Insolvency Act* (Canada) (the proceedings commenced by such filing being the "**Proposal Proceedings**") and Richter Inc. ("**Richter**") has been appointed as trustee in such proceedings (in such capacity, the "**Proposal Trustee**").

AND WHEREAS, the Borrower solicited options to sell its assets and business or obtain an investment in its assets and business during the 30 day initial period of the Proposal Proceedings.

AND WHEREAS, Export Development Canada agreed to provide funding to the Borrower in the context of the Proposal Proceedings in accordance with the terms set out in an original Debtor-In-Possession Loan Agreement at the commencement of the Proposal Proceedings (the "**Original DIP Facility**").

AND WHEREAS the Borrower proposes to extend the Proposal Proceedings for a period of 45 days to September 15, 2025, for the purposes of conducting a sale and investment solicitation process (the "**SISP**") approved by court order in the Proposal Proceedings (the "**SISP Order**").

AND WHEREAS, Export Development Canada has agreed to provide additional funding to the Borrower in connection with the SISP in accordance with the terms and subject to the conditions set out in this Amended and Restated Debtor-In-Possession Loan Agreement (the "**DIP Facility**").

NOW THEREFORE, the parties, in consideration of the foregoing and the mutual agreements contained herein, the receipt and sufficiency of such consideration is hereby acknowledged, agree as follows:

1. BORROWER: Attabotics Inc.
2. GUARANTORS: Attabotics (US), Corp.

The Borrower and the Guarantor (each a "**Loan Party**" and together the "**Loan Parties**").
3. DIP LENDER: Export Development Canada (the "**DIP Lender**").
4. PURPOSE AND PERMITTED PAYMENTS: The Borrower shall use the available funds under the DIP Facility solely for the following purposes, in each case in accordance with the orders of the Court of King's Bench of Alberta (the "**Court**") in the Proposal Proceedings and subject to the Cash Flow Projection and the Variance Threshold, (as each term is defined below):
 - (a) To fund the Loan Parties' short term liquidity requirements during the Proposal Proceedings in accordance with the Cash Flow Projections and subject to the terms of this agreement, including the Variance Threshold. For clarity, the Borrower may make intercompany loans to the Guarantor using proceeds of the DIP Facility; and
 - (b) To pay such other obligations, costs and expenses of the Loan Parties as may be included in the Cash Flow Projections or otherwise agreed to by the DIP Lender, in writing.

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5. DIP FACILITY AND MAXIMUM AMOUNT:

A non-revolving credit facility to be available in multiple advances (individually a "DIP Advance" and collectively, the "DIP Advances"), up to the maximum aggregate principal amount of CDN\$3,500,000 (the "Maximum Amount").

The principal amount made available under the DIP Facility shall not, at any time, exceed, in the aggregate, the Maximum Amount. The Borrower shall provide the DIP Lender with no less than two Banking Days' written notice for any requested DIP Advance, which notice shall state in reasonable detail the purpose for which the DIP Advance is to be used by the Borrower.

Subject to the conditions set out in Section 10 of this agreement, each DIP Advance shall be made by the DIP Lender to the Borrower within two Banking Days following receipt of a requested DIP Advance, or such shorter period as the DIP Lender may agree in its sole discretion.

Nothing in this agreement creates a legally binding obligation on the DIP Lender to advance any amount under the DIP Facility at any time unless the Borrower and Guarantor are in compliance with the provisions of this agreement and any other documents executed by the parties in connection therewith, as applicable.

In this agreement, "Banking Day" means any day, other than Saturday or Sunday, on which banks generally are open for business in Toronto, Ontario.

If any payment is due on a day which is not a Banking Day, such payment shall be due on the next following Banking Day and interest shall accrue until but excluding the actual date of payment.

6. GUARANTEE:

The Guarantor hereby guarantees in favour of the DIP Lender, the payment and performance of all of the debts, liabilities and obligations of the Borrower to the DIP Lender under or in connection with this agreement and any other document executed by the parties in connection therewith (collectively, "DIP Obligations").

7. PREPAYMENTS:

The Borrower may, in its discretion, prepay any amounts outstanding under the DIP Facility, without fee or penalty, at any time prior to the Maturity Date (as defined below). The Maximum Amount shall automatically be reduced by the principal amount of such prepayment and the principal amount prepaid may not be subsequently reborrowed. The Borrower currently or previously posted cash collateral in the amount of \$524,830 to secure certain credit card obligations (the "Cash Collateral"). Such Cash Collateral released to the Borrower shall be used solely in accordance with the Cash Flow Projection.

8. INTEREST RATE AND FEES:

Interest shall accrue on the DIP Advances under the DIP Facility at a rate equal to the Royal Bank of Canada prime rate from time to time plus 10% per annum (the "Interest"). Interest shall be calculated on the daily outstanding balance owing under the DIP Facility, not in advance, and shall accrue and be paid on the Maturity Date.

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All interest hereunder shall be computed on the basis of a year of 365 days and shall accrue and be calculated monthly and payable in cash on the Maturity Date.

In consideration of the DIP Lender's entry into the DIP Facility, the Borrower shall pay to the DIP Lender a fee in the amount of 3% of the Maximum Amount, which shall be earned on the date hereof, and added to the DIP Obligations. For greater certainty, the 3% fee amount paid pursuant to the Original DIP Facility shall be credited against the fee payable under this paragraph.

9. DIP SECURITY AND PRIORITY:

The DIP Obligations shall be secured by a Court-ordered super priority charge granted to the DIP Lender (the "DIP Lender's Charge") on the current and future assets, undertakings and properties of the Loan Parties, of every nature and kind whatsoever, and wherever situate including all proceeds thereof (collectively, the "Property"), subject only to Permitted Priority Liens.

"Permitted Priority Liens" means:

a) a Court-ordered administration charge to secure obligations owing to the Loan Parties' counsel, the Proposal Trustee, and the Proposal Trustee's counsel, in the NOI proceedings in amount not to exceed \$300,000;

(b) a Court-ordered charge in favour of the Loan Parties' directors and officers in amount not to exceed \$200,000, and

(c) such other liens as may be agreed to by the DIP Lender in writing.

The commitments of the DIP Lender in respect of the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be repaid in full no later than the Maturity Date, without the DIP Lender being required to make demand upon the Borrower.

The DIP Obligations under this agreement shall not be fully and finally discharged, and the DIP Lender's Charge shall not be released, until all DIP Obligations, have been satisfied in full, at which time this agreement shall be deemed terminated.

10. DIP ADVANCE CONDITIONS:

The DIP Lender shall have no obligation to fund a DIP Advance unless the following conditions (collectively, the "DIP Advance Conditions") have been satisfied, each of which is for the benefit of the DIP Lender and may be waived by the DIP Lender:

(a) The Loan Parties shall have executed and delivered this agreement;

(b) The DIP Lender shall have received a DIP Advance request (in the form provided by Export Development Canada prior to execution of this agreement), and reasonable detail and evidence as to the use of each DIP Advance from the Borrower and shall be reasonably satisfied with same. For greater certainty, the amount of each individual DIP Advance shall not exceed the cash requirements of the Loan Parties for the then current week, unless the DIP Lender otherwise consents;

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- (c) The Court shall have issued an order in the Proposal Proceedings approving the DIP Facility and granting the DIP Lender's Charge no later than July 29, 2025, in form and substance acceptable to the DIP Lender (the "DIP Order"), including:
 - (i) Authorizing and approving this agreement and the DIP Facility up to the Maximum Amount;
 - (ii) Continuing the DIP Lender's Charge in favour of the DIP Lender;
 - (iii) Authorizing the DIP Lender to effect registrations, filings and recordings wherever in its discretion it deems appropriate regarding the DIP Lender's Charge; and
 - (iv) Providing that the DIP Lender's Charge shall be valid and effective to secure all of the DIP Obligations hereunder, without the necessity of the making of any registrations or filings and whether or not any other documents have been executed by the Loan Parties.
- (d) The DIP Order shall not have been vacated, stayed, appealed or amended in a manner not acceptable to the DIP Lender, acting reasonably;
- (e) The Court shall have issued the SISP Order no later than July 29, 2025, in form and substance acceptable to the DIP Lender;
- (f) The SISP Order shall not have been vacated, stayed, appealed or amended in a manner not acceptable to the DIP Lender, acting reasonably;
- (g) The Court shall have issued an order extending the stay period in the Proposal Proceedings to September 15, 2025, which order shall have been issued no later than July 29, 2025, in form and substance acceptable to the DIP Lender (the "Stay Extension Order");
- (h) The Stay Extension Order shall not have been vacated, stayed, appealed or amended in a manner not acceptable to the DIP Lender, acting reasonably;
- (i) All orders rendered by the Court in the Proposal Proceedings shall be in form and substance satisfactory to the DIP Lender, acting reasonably;
- (j) The Loan Parties shall be in compliance with all their covenants under this agreement and any ancillary documents executed by them related thereto;
- (k) The Maturity Date shall not have occurred; and
- (l) No default or Event of Default (as defined below) has occurred or will occur as a result of the requested DIP Advance.

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11. MATURITY DATE AND REPAYMENT:

Unless otherwise agreed to by the DIP Lender and the Borrower in writing, the DIP Facility shall be repayable in full on the earlier of (the "Maturity Date"):

- (a) The date on which a demand is made following the occurrence of any Event of Default which is continuing and has not been cured;
- (b) September 15, 2025;
- (c) The closing of a sale or investment transaction in respect of the Loan Parties, which transaction has been approved by an order of the Court;
- (d) The implementation of a proposal pursuant to the *Bankruptcy and Insolvency Act* (Canada), which has been approved by the requisite majority of the Borrower's or the Guarantor's creditors, and by an order of the Court; or
- (e) The date on which the Proposal Proceedings are terminated for any reason in respect of either the Borrower or the Guarantor, including upon a bankruptcy of the Borrower or the Guarantor.

The commitments of the DIP Lender in respect of the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be repaid in full no later than the Maturity Date, without the DIP Lender being required to make demand upon the Borrower or to give notice that the DIP Facility has expired and the DIP Obligations are due and payable.

12. REPRESENTATIONS AND WARRANTIES:

Each Loan Party represents and warrants to the DIP Lender, upon which the DIP Lender is relying in entering into this agreement and any ancillary documents related thereto, that:

- (a) The transactions contemplated by this agreement, upon the granting of the DIP Order:
 - (i) are within the corporate power of such Loan Party;
 - (ii) have been duly executed and delivered by or on behalf of the Loan Party;
 - (iii) shall constitute legal, valid and binding obligations of the Loan Party, enforceable against such Loan Party in accordance with their terms; and
 - (iv) do not require any material authorization from, the consent or approval of, registration or filing with, or any other action by, any governmental authority or any third party.
- (b) Each Loan Party has been duly incorporated and is validly existing under the law of its jurisdiction of incorporation;

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13. AFFIRMATIVE COVENANTS:

Each Loan Party covenants and agrees to, or cause to be done, the following, unless otherwise with the prior written consent by the DIP Lender:

- (a) Allow the DIP Lender (or its representatives) and the Proposal Trustee reasonable access to its books, records, and data, in each case subject to solicitor-client privilege, applicable privacy laws and Court orders, in connection with matters reasonably related to the DIP Facility;
- (b) Deliver to the DIP Lender complete and accurate reporting as required herein and other information in each case as may be reasonably requested by the DIP Lender from time to time, subject to solicitor-client privilege;
- (c) Comply with the disbursements set out in the Cash Flow Projections, subject to any adverse cash flow variance (exclusive of DIP Advances) of up to 10% on an aggregate and cumulative basis (the "**Variance Threshold**");
- (d) Consult and obtain the prior written approval of the DIP Lender in connection with any negative variance to the disbursements in the Cash Flow Projections in excess of the Variance Threshold;
- (e) Promptly notify the DIP Lender of any other event or circumstance that may materially and negatively impact the Cash Flow Projections, and comply with all of the other reporting requirements set forth in the DIP Order;
- (f) Promptly notify the DIP Lender of the occurrence of any Event of Default;
- (g) At all times maintain in good standing all insurance coverage as is customarily carried by companies which are engaged in the same or similar business to the business of the Loan Parties, taking into account any workforce reductions and/or operational downsizing in the Proposal Proceedings or as otherwise may be acceptable to the DIP Lender;
- (h) Deliver drafts of any court materials to be filed by the Loan Parties in the Proposal Proceedings to the DIP Lender not less than two Banking Days prior to service and filing of same or, if two Banking Days is not practicable in the circumstances, the Loan Parties shall provide such drafts as soon as is practically possible prior to the filing of such materials with the Court;
- (i) Together with the Proposal Trustee, and in consultation with the DIP Lender, diligently pursue options to sell the assets and business of the Borrower and the Guarantor or obtain investment in the Borrower including, without limitation, entering into confidentiality agreements with interested parties, cooperating with the Proposal Trustee in operating a confidential virtual data room in respect of the Loan Parties, and, as applicable, attending management presentations with interested parties; and

- (j) Conduct the SISP in accordance with the terms of the SISP Order, including the milestones therein, and as soon as practicable provide copies of any letters of intent, expressions of interest or transaction agreements proposed by any person in connection with the SISP;
- (k) To provide no less than 5 days' prior written notice to Export Development Canada of, and to consult with Export Development Canada prior to effecting, any planned termination of any employee by the Borrower or Guarantor and the reason for such termination; provided that where circumstances reasonably require less notice, such as termination for cause, the applicable Loan Party will provide as much prior notice to the DIP Lender as is practically possible prior to such termination.

14. CASH FLOW PROJECTIONS
AND REPORTING
REQUIREMENTS:

The Loan Parties shall have provided to the DIP Lender prior to the execution of this agreement the cash flow projections for the period from July 12, 2025 to October 3, 2025, to be filed in the Proposal Proceedings (collectively, the "**Cash Flow Projections**"), in form and substance satisfactory to the DIP Lender. To the extent there are any material updates or changes to the Cash Flow Projections during the course of the Proposal Proceedings, the Borrower shall prepare updated Cash Flow Projections in form and detail consistent with the initial Cash Flow Projections, which if approved by the DIP Lender in its sole discretion shall become the "Cash Flow Projection" for all purposes under this agreement following the date of such approval.

In addition, the Loan Parties shall provide to the Proposal Trustee and the DIP Lender a written report on the final Banking Day of each two-week period, reporting on sales, receipts, disbursements, working capital, cash balances, accounts receivable balances, and accounts payable balances of the Loan Parties, as applicable.

In addition, the Loan Parties and the Proposal Trustee shall provide the DIP Lender with a weekly report on the final Banking Day of each week, reporting on the status of the SISP, including NDAs executed, parties contacted, status of the electronic data room, and any transaction proposals received.

15. NEGATIVE COVENANTS:

Each Loan Party covenants and agrees not to do, or cause not to be done, the following while any obligations hereunder remain outstanding, unless otherwise with the prior written consent by the DIP Lender:

- (a) Use the DIP Advances for any purpose other than the purposes permitted hereunder, as set out in the applicable DIP Advance request (in the form provided by the DIP Lender) and Cash Flow Projection, or such other purposes as may be agreed to by the DIP Lender and the Proposal Trustee, in writing;
- (b) Make any payment of principal or interest in respect of any pre-filing indebtedness outstanding except as reflected in the Cash Flow Projections.

- (c) Incur or enter into any debts, liabilities or obligations, including, without limitation, guarantees and contingent obligations or otherwise, other than as permitted herein, or as reflected in the Cash Flow Projections, including in respect of post-filing trade payables, without the prior written consent of the DIP Lender;
- (d) Create or permit any new liens to exist on the Property, except for (i) any Permitted Priority Liens, (ii) a Court ordered charge in the Proposal Proceedings in respect of a key employee retention plan ranking subordinate to the DIP Lender, or (iii) any lien or obligation in respect of amounts owed by a Loan Party for pre-Filing Date wages, vacation pay, employee deductions, sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of input credits), income tax and workers compensation claims to the extent given priority under applicable law, or as otherwise approved by the DIP Lender;
- (e) Disclaim, resiliate or terminate any material contract, without the prior written consent of the DIP Lender;
- (f) Make or permit any dividends or distributions (whether by reduction of capital or otherwise) with respect to its shares or directly or indirectly purchase, redeem or otherwise acquire or retire any of its shares; and
- (g) Make any payment to any director, officer, investor or related party of the Loan Parties (except (i) fees, salary and wages in the normal course, and (ii) expense reimbursements for expenses incurred following the Filing Date that are included in the Cash Flow Projections) without the prior written consent of the DIP Lender.

16. EVENTS OF DEFAULT:

Any of the following events occurring without the DIP Lender's consent shall constitute an event of default (each an "Event of Default" and collectively, the "Events of Default"):

- (a) Failure of the Borrower to pay any principal, interest, fees or other amounts due to the DIP Lender under this agreement or any other document executed by the Borrower in connection with this agreement when due and payable;
- (b) Failure of any Loan Party to perform or comply with any term or covenant or agreement under this agreement or any other document executed by a Loan Party in connection with this agreement;
- (c) Any representation or warranty by a Loan Party made or deemed to be made in this agreement or any other document executed in connection with this agreement is or proves to be incorrect or misleading in any material respect as of the date made or deemed to be made;
- (d) The seeking or support by the Loan Parties of any Court order or the granting of any Court order in the Proposal Proceeding

that adversely impacts the rights, entitlements or priorities of the DIP Lender, acting reasonably;

- (e) The failure of the Loan Parties to comply with, the DIP Order, or any other Court order in the Proposal Proceedings;
- (f) Except in connection with the commencement of the Proposal Proceedings or any workforce reductions and/or operational downsizing approved by the Proposal Trustee at the commencement of the Proposal Proceedings, the occurrence of an event that will, in the opinion of the DIP Lender, acting reasonably, materially impair the Loan Parties' financial condition, operations or ability to perform under this agreement or any order of the Court;
- (g) A trustee in bankruptcy is appointed in respect of any Loan Party;
- (h) The lifting of the stay of proceedings resulting from the Proposal Proceedings by any person to enforce upon their security interest, or for the appointment of a receiver over any of the assets, property or undertaking of the Loan Parties;
- (i) The sale, transfer, assignment, conveyance or lease of Property outside of the ordinary course of business, except as may be approved by the DIP Lender in writing;
- (j) A failure to comply with any provision of the SISP Order or any amendment to any milestone date in the SISP Order without the consent of the DIP Lender;
- (k) A failure to obtain the SISP Order in form and substance satisfactory to the DIP Lender on or prior to July 29, 2025; or
- (l) Other than transaction proposals that propose only an acquisition of the Equipment Collateral (as defined in the Intercreditor Agreement between Export Development Canada, Business Development Bank of Canada and the Loan Parties dated February 1, 2024), the transaction proposals received pursuant to the SISP either (A) do not provide sufficient cash consideration on closing to repay all senior secured debt obligations owing to Export Development Canada and are not otherwise in form and substance satisfactory to Export Development Canada; or (B) the transaction proposals received are not in the reasonable determination of the DIP Lender sufficiently certain to close on or before the Outside Date (as defined in the SISP).

17. REMEDIES.

Subject to the DIP Order, upon the occurrence and continuance of an Event of Default, the DIP Lender may:

- (a) Declare the DIP Obligations to be immediately due and payable;
- (b) Terminate the DIP Facility;

- (c) Apply to a court: (i) for the appointment of an interim receiver, a receiver or a receiver and manager of the undertaking, property and assets of any Loan Party; (ii) for the appointment of a trustee in bankruptcy of any Loan Party; or (iii) to seek other relief;
- (a) Exercise the powers and rights of a secured party under any applicable legislation; and
- (b) Exercise all such other rights and remedies under this agreement, any other document executed by the Loan Parties in connection with this agreement, and Orders of the Court in the Proposal Proceedings.

No failure or delay on the part of the DIP Lender in exercising any of its rights and remedies shall be deemed to be a waiver of any kind.

18. INDEMNITY AND RELEASE

Each Loan Party agrees to indemnify and hold harmless the DIP Lender and each of its directors, officers, employees, agents, attorneys, advisors and affiliates (collectively, the "**Indemnified Persons**") from and against any and all actions, suits, proceedings, claims, losses, damages, liabilities or expenses of any kind or nature whatsoever (excluding indirect, consequential damages, or punitive damages and claims for lost profit) as a result of or arising out of or in any way related to or resulting from the Proposal Proceedings, any bankruptcy or insolvency proceedings in respect of the Loan Parties, this agreement or any other document executed by a Loan Party in connection with this agreement. Upon demand, the Loan Parties will pay and reimburse any Indemnified Person for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding or claim (whether or not any Indemnified Person is a party to any action or proceeding out of which any such expenses arise). Notwithstanding the foregoing, the Loan Parties shall not be obligated to indemnify or hold harmless any Indemnified Person against or in respect of (x) any action, suit, proceeding, loss, claim, damage, expense or liability to the extent it resulted from the gross negligence or wilful misconduct of such Indemnified Person as finally determined by a court of competent jurisdiction; or (y) any dispute solely among Indemnified Persons other than any claims arising out of any act or omission on the part of the Borrower or Guarantor. The Loan Parties shall not be responsible or liable to any other person for indirect, consequential or punitive damages or claims for lost profits.

The indemnities granted under this agreement shall survive any termination of the DIP Facility.

In consideration of this agreement and for other good and valuable consideration, each Loan Party, on its own behalf and on behalf of its respective successors, assigns, and other legal representatives, absolutely, unconditionally and irrevocably releases Export Development Canada and its present and former affiliates, subsidiaries, divisions, predecessors, directors, officers, legal counsel, consultants, employees, agents and other representatives, and their successors and assigns (all of which are referred to collectively as the "**Releasees**" and individually as a "**Releasee**"), of and from all demands, actions, causes of action, suits, covenants,

contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defences, rights of set-off, demands and liabilities (individually, a "Claim" and collectively, "Claims") known or unknown, both at law or in equity, that such Loan Party or any of their respective successors, assigns, or other legal representatives may now or later have or claim against any of the Releasees by reason of any circumstance, action, cause or thing arising at any time on or prior to the date of this agreement, including for or on account of, or in relation to, or in any way in connection with (i) any prior financings of the Loan Parties, and (ii) any and all proposed financings or refinancings of any Loan Party including, without limitation, any and all prior proposed offers of finance (whether consummated or not), term sheets, indicative and non-binding term sheets or negotiations for financing, between any of the Releasees and any of the Loan Parties.

19. NOTICES:

Any communication to be made under or in connection with this agreement shall be made in writing and shall be sufficiently given if delivered by fax, letter, or email to such party, unless otherwise stated:

(a) In the case of the Loan Parties:

7944 10th Street NE, Calgary,
Alberta, T2E 8W1

Attention: Mark Dickinson
Email: mark.dickinson@attabotics.com

With a copy to the Loan Parties' solicitors:

Osler, Hoskin & Harcourt LLP
100 King St. W., Suite 6200
Toronto, ON
M5X 1B8

Attention: Marc Wasserman and Emily Paplawski
Email: mwasserman@osler.com / epaplawski@osler.com

(b) In the case of the DIP Lender:

150 Slater Street
Ottawa, ON, K1A 1K3

Attention: Mark Doyle
Email: mdoyle@edc.ca

With a copy to the DIP Lender's solicitors:

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000
Toronto, Ontario M5K 1E7

Attention: Evan Cobb
Email: evan.cobb@nortonrosefulbright.com

Any such notice shall be deemed to be given and received when received, unless received after 5:00 p.m. (Toronto Time) or on a day other than a Banking Day, in which case the notice shall be deemed to be received the next Banking Day.

20. DIP LENDER'S APPROVALS:

Any consent, approval, waiver, instruction, or other expression of the DIP Lender made hereunder may be delivered by any written instrument, including by way of electronic mail, by legal counsel on behalf of the DIP Lender.

21. AMENDMENTS, WAIVERS:

No amendment or waiver of any provisions of this agreement or consent to any departure by the Loan Parties or the DIP Lender from any provision thereof is effective unless it is in writing and signed by the other party or parties, as applicable. Such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

22. SEVERABILITY:

Each of the provisions contained in this agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

23. COUNTERPARTS AND SIGNATURES:

This agreement may be executed in any number of counterparts and by facsimile, PDF or other electronic transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

24. FURTHER ASSURANCES:

The Loan Parties will, at their own expense and promptly on demand by the DIP Lender at any time, do such acts and things and execute and deliver such documents as the DIP Lender may reasonably request to give effect to any other provisions set out hereunder.

25. ASSIGNMENT

The Loan Parties shall not assign this agreement or any of the provisions set out herein without the consent of the DIP Lender in its sole and absolute discretion. The DIP Lender may assign or sell its rights or obligations with respect to this agreement to any person without the prior written consent of the Loan Parties.

26. GOVERNING LAW AND JURISDICTION:

This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the Court and waive any objections on the ground of venue or forum *non conveniens* or any similar grounds.

27. CURRENCY

Unless otherwise stated, all references to currency in this agreement are to Canadian dollars.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereby execute this agreement as at the date first above mentioned.

THE DIP LENDER:

EXPORT DEVELOPMENT CANADA

Per: _____

Name: _____

Title: _____

I have authority to bind the DIP Lender.

Per: _____

Name: _____

Title: _____

I have authority to bind the DIP Lender.

THE BORROWER:

ATTABOTICS INC.

Per: _____

Name: _____

Title: Authorised Signatory

I have authority to bind the Borrower.

THE GUARANTOR:

ATTABOTICS (US), CORP.

Per: _____

Name: _____

Title: Authorised Signatory

I have authority to bind the Guarantor.

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This is **Exhibit "D"** to the Affidavit of Mark Dickinson
sworn before me this 28th day of July 2025.

Notary Public/Commissioner for Oaths in and for Alberta

AMENDED AND RESTATED DEBTOR-IN-POSSESSION LOAN AGREEMENT

CDN\$ ~~1,500,000~~ 3,500,000 Facility

Dated as of July ~~30~~ 31, 2025

WHEREAS, on July 2, 2025 (the "Filing Date"), Attabotics Inc. (the "Borrower") and Attabotics (US), Corp. (the "Guarantor") filed Notices of Intention to Make a Proposal pursuant to Division I of Part III of the *Bankruptcy and Insolvency Act* (Canada) (the proceedings commenced by such filing being the "Proposal Proceedings") and Richter Inc. ("Richter") has been appointed as trustee in such proceedings (in such capacity, the "Proposal Trustee").

AND WHEREAS, the Borrower ~~intends to solicit~~ solicited options to sell its assets and business or obtain an investment in its assets and business during the 30 day initial period of the Proposal Proceedings.

AND WHEREAS, Export Development Canada ~~has~~ agreed to provide funding to the Borrower in the context of the Proposal Proceedings in accordance with the terms set out in ~~this agreement (the "an original Debtor-In-Possession Loan Agreement at the commencement of the Proposal Proceedings (the "Original DIP Facility").~~

AND WHEREAS the Borrower proposes to extend the Proposal Proceedings for a period of 45 days to September 15, 2025, for the purposes of conducting a sale and investment solicitation process (the "SISP") approved by court order in the Proposal Proceedings (the "SISP Order").

AND WHEREAS, Export Development Canada has agreed to provide additional funding to the Borrower in connection with the SISP in accordance with the terms and subject to the conditions set out in this Amended and Restated Debtor-In-Possession Loan Agreement (the "DIP Facility").

NOW THEREFORE, the parties, in consideration of the foregoing and the mutual agreements contained herein, the receipt and sufficiency of such consideration is hereby acknowledged, agree as follows:

1. BORROWER: Attabotics Inc.
2. GUARANTORS: Attabotics (US), Corp.

The Borrower and the Guarantor (each a "Loan Party" and together the "Loan Parties").
3. DIP LENDER: Export Development Canada (the "DIP Lender")
4. PURPOSE AND PERMITTED PAYMENTS: The Borrower shall use the available funds under the DIP Facility solely for the following purposes, in each case in accordance with the orders of the Court of King's Bench of Alberta (the "Court") in the Proposal Proceedings and subject to the Cash Flow Projection and the Variance Threshold, (as each term is defined below):
 - (a) To fund the Loan Parties' short term liquidity requirements during the Proposal Proceedings in accordance with the Cash Flow Projections and subject to the terms of this agreement, including the Variance Threshold. For clarity, the Borrower may make intercompany loans to the Guarantor using proceeds of the DIP Facility; and
 - (b) To pay such other obligations, costs and expenses of the Loan Parties as may be included in the Cash Flow Projections or otherwise agreed to by the DIP Lender, in writing.
5. DIP FACILITY AND MAXIMUM: A non-revolving credit facility to be available in multiple advances

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AMOUNT:

(individually a "DIP Advance" and collectively, the "DIP Advances"), up to the maximum aggregate principal amount of CDNS\$~~1,600,000~~3,500,000 (the "Maximum Amount").

The principal amount made available under the DIP Facility shall not, at any time, exceed, in the aggregate, the Maximum Amount. The Borrower shall provide the DIP Lender with no less than two Banking Days' written notice for any requested DIP Advance, which notice shall state in reasonable detail the purpose for which the DIP Advance is to be used by the Borrower.

Subject to the conditions set out in Section 10 of this agreement, each DIP Advance shall be made by the DIP Lender to the Borrower within two Banking Days following receipt of a requested DIP Advance, or such shorter period as the DIP Lender may agree in its sole discretion.

Nothing in this agreement creates a legally binding obligation on the DIP Lender to advance any amount under the DIP Facility at any time unless the Borrower and Guarantor are in compliance with the provisions of this agreement and any other documents executed by the parties in connection therewith, as applicable.

In this agreement, "Banking Day" means any day, other than Saturday or Sunday, on which banks generally are open for business in Toronto, Ontario.

If any payment is due on a day which is not a Banking Day, such payment shall be due on the next following Banking Day and interest shall accrue until but excluding the actual date of payment.

6. GUARANTEE:

The Guarantor hereby guarantees in favour of the DIP Lender, the payment and performance of all of the debts, liabilities and obligations of the Borrower to the DIP Lender under or in connection with this agreement and any other document executed by the parties in connection therewith (collectively, "DIP Obligations").

7. PREPAYMENTS:

The Borrower may, in its discretion, prepay any amounts outstanding under the DIP Facility, without fee or penalty, at any time prior to the Maturity Date (as defined below). The Maximum Amount shall automatically be reduced by the principal amount of such prepayment and the principal amount prepaid may not be subsequently reborrowed. The Borrower currently or previously posted cash collateral in the amount of \$524,830 to secure certain credit card obligations (the "Cash Collateral") ~~some of which has been received by the Borrower prior to execution of this agreement. Any such~~ Such Cash Collateral released to the Borrower shall be ~~retained~~used solely in accordance with the Cash Flow Projection ~~unless the DIP Lender consents otherwise.~~

8. INTEREST RATE AND FEES:

Interest shall accrue on the DIP Advances under the DIP Facility at a rate equal to the Royal Bank of Canada prime rate from time to time plus 10% per annum (the "Interest"). Interest shall be calculated on the daily outstanding balance owing under the DIP Facility, not in advance, and shall accrue and be paid on the Maturity Date.

All interest hereunder shall be computed on the basis of a year of

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365 days and shall accrue and be calculated monthly and payable in cash on the Maturity Date.

In consideration of the DIP Lender's entry into the DIP Facility, the Borrower shall pay to the DIP Lender a fee in the amount of 3% of the Maximum Amount, which shall be earned on the date hereof, and added to the DIP Obligations. For greater certainty, the 3% fee amount paid pursuant to the Original DIP Facility shall be credited against the fee payable under this paragraph

9. DIP SECURITY AND PRIORITY

The DIP Obligations shall be secured by a Court-ordered super priority charge granted to the DIP Lender (the "DIP Lender's Charge") on the current and future assets, undertakings and properties of the Loan Parties, of every nature and kind whatsoever, and wherever situate including all proceeds thereof (collectively, the "Property"), subject only to Permitted Priority Liens.

"Permitted Priority Liens" means:

a) a Court-ordered administration charge to secure obligations owing to the Loan Parties' counsel, the Proposal Trustee, and the Proposal Trustee's counsel, in the NOI proceedings in amount not to exceed \$300,000;

(b) a Court-ordered charge in favour of the Loan Parties' directors and officers in amount not to exceed \$200,000; and

(c) such other liens as may be agreed to by the DIP Lender in writing.

The commitments of the DIP Lender in respect of the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be repaid in full no later than the Maturity Date, without the DIP Lender being required to make demand upon the Borrower.

The DIP Obligations under this agreement shall not be fully and finally discharged, and the DIP Lender's Charge shall not be released, until all DIP Obligations, have been satisfied in full, at which time this agreement shall be deemed terminated.

10. DIP ADVANCE CONDITIONS:

The DIP Lender shall have no obligation to fund a DIP Advance unless the following conditions (collectively, the "DIP Advance Conditions") have been satisfied, each of which is for the benefit of the DIP Lender and may be waived by the DIP Lender:

(a) The Loan Parties shall have executed and delivered this agreement;

(b) The DIP Lender shall have received a DIP Advance request (in the form provided by Export Development Canada prior to execution of this agreement), and reasonable detail and evidence as to the use of each DIP Advance from the Borrower and shall be reasonably satisfied with same. For greater certainty, the amount of each individual DIP Advance shall not exceed the cash requirements of the Loan Parties for the then current week, unless the DIP Lender otherwise

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consents;

- (c) The Court shall have issued an order in the Proposal Proceedings approving the DIP Facility and granting the DIP Lender's Charge no later than July 29, 2025, in form and substance acceptable to the DIP Lender (the "DIP Order"), including:
 - (i) Authorizing and approving this agreement and the DIP Facility up to the Maximum Amount;
 - (ii) ~~Granting~~Continuing the DIP Lender's Charge in favour of the DIP Lender;
 - (iii) Authorizing the DIP Lender to effect registrations, filings and recordings wherever in its discretion it deems appropriate regarding the DIP Lender's Charge; and
 - (iv) Providing that the DIP Lender's Charge shall be valid and effective to secure all of the DIP Obligations hereunder, without the necessity of the making of any registrations or filings and whether or not any other documents have been executed by the Loan Parties.
- (d) The DIP Order shall not have been vacated, stayed, appealed or amended in a manner not acceptable to the DIP Lender, acting reasonably;
- (e) The Court shall have issued the SISP Order no later than July 29, 2025, in form and substance acceptable to the DIP Lender.
- (f) The SISP Order shall not have been vacated, stayed, appealed or amended in a manner not acceptable to the DIP Lender, acting reasonably.
- (g) The Court shall have issued an order extending the stay period in the Proposal Proceedings to September 15, 2025, which order shall have been issued no later than July 29, 2025, in form and substance acceptable to the DIP Lender (the "Stay Extension Order").
- (h) The Stay Extension Order shall not have been vacated, stayed, appealed or amended in a manner not acceptable to the DIP Lender, acting reasonably.
- (i) ~~(e)~~ All orders rendered by the Court in the Proposal Proceedings shall be in form and substance satisfactory to the DIP Lender, acting reasonably;
- (j) ~~(f)~~ The Loan Parties shall be in compliance with all their covenants under this agreement and any ancillary documents executed by them related thereto; ~~and~~
- (k) The Maturity Date shall not have occurred; and
- (l) ~~(g)~~ No default or Event of Default (as defined below) has occurred or will occur as a result of the requested DIP

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Advance.

11. MATURITY DATE AND REPAYMENT:

Unless otherwise agreed to by the DIP Lender and the Borrower in writing, the DIP Facility shall be repayable in full on the earlier of (the "Maturity Date"):

- (a) The date on which a demand is made following the occurrence of any Event of Default which is continuing and has not been cured;
- (b) ~~August 1~~ September 15, 2025;
- (c) The closing of a sale or investment transaction in respect of the Loan Parties, which transaction has been approved by an order of the Court;
- (d) The implementation of a proposal pursuant to the *Bankruptcy and Insolvency Act* (Canada), which has been approved by the requisite majority of the Borrower's or the Guarantor's creditors, and by an order of the Court; or
- (e) The date on which the Proposal Proceedings are terminated for any reason in respect of either the Borrower or the Guarantor, including upon a bankruptcy of the Borrower or the Guarantor.

The commitments of the DIP Lender in respect of the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be repaid in full no later than the Maturity Date, without the DIP Lender being required to make demand upon the Borrower or to give notice that the DIP Facility has expired and the DIP Obligations are due and payable.

12. REPRESENTATIONS AND WARRANTIES:

Each Loan Party represents and warrants to the DIP Lender, upon which the DIP Lender is relying in entering into this agreement and any ancillary documents related thereto, that:

- (a) The transactions contemplated by this agreement, upon the granting of the DIP Order:
 - (i) are within the corporate power of such Loan Party;
 - (ii) have been duly executed and delivered by or on behalf of the Loan Party;
 - (iii) shall constitute legal, valid and binding obligations of the Loan Party, enforceable against such Loan Party in accordance with their terms; and
 - (iv) do not require any material authorization from, the consent or approval of, registration or filing with, or any other action by, any governmental authority or any third party.

- (b) Each Loan Party has been duly incorporated and is validly existing under the law of its jurisdiction of incorporation;

13. AFFIRMATIVE COVENANTS:

Each Loan Party covenants and agrees to, or cause to be done, the following, unless otherwise with the prior written consent by the DIP

Lender:

- (a) Allow the DIP Lender (or its representatives) and the Proposal Trustee reasonable access to its books, records, and data, in each case subject to solicitor-client privilege, applicable privacy laws and Court orders, in connection with matters reasonably related to the DIP Facility;
- (b) Deliver to the DIP Lender complete and accurate reporting as required herein and other information in each case as may be reasonably requested by the DIP Lender from time to time, subject to solicitor-client privilege;
- (c) Comply with the disbursements set out in the Cash Flow Projections, subject to any adverse cash flow variance (exclusive of DIP Advances) of up to 10% on an aggregate and cumulative basis (the "Variance Threshold");
- (d) Consult and obtain the prior written approval of the DIP Lender in connection with any negative variance to the disbursements in the Cash Flow Projections in excess of the Variance Threshold;
- (e) Promptly notify the DIP Lender of any other event or circumstance that may materially and negatively impact the Cash Flow Projections, and comply with all of the other reporting requirements set forth in the DIP Order;
- (f) Promptly notify the DIP Lender of the occurrence of any Event of Default;
- (g) At all times maintain in good standing all insurance coverage as is customarily carried by companies which are engaged in the same or similar business to the business of the Loan Parties, taking into account any workforce reductions and/or operational downsizing in the Proposal Proceedings or as otherwise may be acceptable to the DIP Lender;
- (h) Deliver drafts of any court materials to be filed by the Loan Parties in the Proposal Proceedings to the DIP Lender not less than two Banking Days prior to service and filing of same or, if two Banking Days is not practicable in the circumstances, the Loan Parties shall provide such drafts as soon as is practically possible prior to the filing of such materials with the Court;
- (i) Together with the Proposal Trustee, and in consultation with the DIP Lender, diligently pursue options to sell the assets and business of the Borrower and the Guarantor or obtain investment in the Borrower including, without limitation, entering into confidentiality agreements with interested parties, cooperating with the Proposal Trustee in operating a confidential virtual data room in respect of the Loan Parties, and, as applicable, attending management presentations with interested parties; and
- (j) Conduct the SISP in accordance with the terms of the SISP

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Order, including the milestones therein, and as soon as practicable provide copies of any letters of intent, expressions of interest or transaction agreements proposed by any person in connection with the SISP.

- (k) ~~+~~ To provide no less than 5 days' prior written notice to Export Development Canada of, and to consult with Export Development Canada prior to effecting, any planned termination of any employee by the Borrower or Guarantor and the reason for such termination; provided that where circumstances reasonably require less notice, such as termination for cause, the applicable Loan Party will provide as much prior notice to the DIP Lender as is practically possible prior to such termination.

14. CASH FLOW PROJECTIONS
AND REPORTING
REQUIREMENTS:

The Loan Parties shall have provided to the DIP Lender prior to the execution of this agreement the cash flow projections for ~~an initial 30-day period after commencement of the Proposal Proceedings~~ the period from July 12, 2025 to October 3, 2025, to be filed in the Proposal Proceedings (collectively, the "Cash Flow Projections"), in form and substance satisfactory to the DIP Lender. To the extent there are any material updates or changes to the Cash Flow Projections during the course of the Proposal Proceedings, the Borrower shall prepare updated Cash Flow Projections in form and detail consistent with the initial Cash Flow Projections, which if approved by the DIP Lender in its sole discretion shall become the "Cash Flow Projection" for all purposes under this agreement following the date of such approval.

In addition, the Loan Parties shall provide to the Proposal Trustee and the DIP Lender a written report on the final Banking Day of each two-week period, reporting on sales, receipts, disbursements, working capital, cash balances, accounts receivable balances, and accounts payable balances of the Loan Parties, as applicable.

In addition, the Loan Parties and the Proposal Trustee shall provide the DIP Lender with a weekly report on the final Banking Day of each week, reporting on the status of the SISP, including NDAs executed, parties contacted, status of the electronic data room, and any transaction proposals received.

15. NEGATIVE COVENANTS:

Each Loan Party covenants and agrees not to do, or cause not to be done, the following while any obligations hereunder remain outstanding, unless otherwise with the prior written consent by the DIP Lender:

- (a) Use the DIP Advances for any purpose other than the purposes permitted hereunder, as set out in the applicable DIP Advance request (in the form provided by the DIP Lender) and Cash Flow Projection, or such other purposes as may be agreed to by the DIP Lender and the Proposal Trustee, in writing;
- (b) Make any payment of principal or interest in respect of any pre-filing indebtedness outstanding except as reflected in the Cash Flow Projections;

- (c) Incur or enter into any debts, liabilities or obligations, including, without limitation, guarantees and contingent obligations or otherwise, other than as permitted herein, or as reflected in the Cash Flow Projections, including in respect of post-filing trade payables, without the prior written consent of the DIP Lender;
- (d) Create or permit any new liens to exist on the Property, except for (i) any Permitted Priority Liens, (ii) a Court ordered charge in the Proposal Proceedings in respect of a key employee retention plan ranking subordinate to the DIP Lender, or (iii) any lien or obligation in respect of amounts owed by a Loan Party for pre-Filing Date wages, vacation pay, employee deductions, sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of input credits), income tax and workers compensation claims to the extent given priority under applicable law, or as otherwise approved by the DIP Lender;
- (e) Disclaim, resiliate or terminate any material contract, without the prior written consent of the DIP Lender;
- (f) Make or permit any dividends or distributions (whether by reduction of capital or otherwise) with respect to its shares or directly or indirectly purchase, redeem or otherwise acquire or retire any of its shares; and
- (g) Make any payment to any director, officer, investor or related party of the Loan Parties (except (i) fees, salary and wages in the normal course, and (ii) expense reimbursements for expenses incurred following the Filing Date that are included in the Cash Flow Projections) without the prior written consent of the DIP Lender.

16. EVENTS OF DEFAULT:

Any of the following events occurring without the DIP Lender's consent shall constitute an event of default (each an "Event of Default" and collectively, the "Events of Default"):

- (a) Failure of the Borrower to pay any principal, interest, fees or other amounts due to the DIP Lender under this agreement or any other document executed by the Borrower in connection with this agreement when due and payable;
- (b) Failure of any Loan Party to perform or comply with any term or covenant or agreement under this agreement or any other document executed by a Loan Party in connection with this agreement;
- (c) Any representation or warranty by a Loan Party made or deemed to be made in this agreement or any other document executed in connection with this agreement is or proves to be incorrect or misleading in any material respect as of the date made or deemed to be made;
- (d) The seeking or support by the Loan Parties of any Court

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order or the granting of any Court order in the Proposal Proceeding that adversely impacts the rights, entitlements or priorities of the DIP Lender, acting reasonably;

- (e) The failure of the Loan Parties to comply with, the DIP Order, or any other Court order in the Proposal Proceedings;
- (f) Except in connection with the commencement of the Proposal Proceedings or any workforce reductions and/or operational downsizing approved by the Proposal Trustee at the commencement of the Proposal Proceedings, the occurrence of an event that will, in the opinion of the DIP Lender, acting reasonably, materially impair the Loan Parties' financial condition, operations or ability to perform under this agreement or any order of the Court;
- (g) A trustee in bankruptcy is appointed in respect of any Loan Party;
- (h) The lifting of the stay of proceedings resulting from the Proposal Proceedings by any person to enforce upon their security interest, or for the appointment of a receiver over any of the assets, property or undertaking of the Loan Parties; ~~or~~
- (i) The sale, transfer, assignment, conveyance or lease of Property outside of the ordinary course of business, except as may be approved by the DIP Lender in writing;
- (j) A failure to comply with any provision of the SISP Order or any amendment to any milestone date in the SISP Order without the consent of the DIP Lender;
- (k) A failure to obtain the SISP Order in form and substance satisfactory to the DIP Lender on or prior to July 29, 2025, or
- (l) Other than transaction proposals that propose only an acquisition of the Equipment Collateral (as defined in the Intercreditor Agreement between Export Development Canada, Business Development Bank of Canada and the Loan Parties dated February 1, 2024), the transaction proposals received pursuant to the SISP either (A) do not provide sufficient cash consideration on closing to repay all senior secured debt obligations owing to Export Development Canada and are not otherwise in form and substance satisfactory to Export Development Canada; or (B) the transaction proposals received are not in the reasonable determination of the DIP Lender sufficiently certain to close on or before the Outside Date (as defined in the SISP).

17. REMEDIES:

Subject to the DIP Order, upon the occurrence and continuance of an Event of Default, the DIP Lender may:

- (a) Declare the DIP Obligations to be immediately due and payable;

- (b) Terminate the DIP Facility;
- (c) Apply to a court: (i) for the appointment of an interim receiver, a receiver or a receiver and manager of the undertaking, property and assets of any Loan Party; (ii) for the appointment of a trustee in bankruptcy of any Loan Party; or (iii) to seek other relief;
- (a) Exercise the powers and rights of a secured party under any applicable legislation; and
- (b) Exercise all such other rights and remedies under this agreement, any other document executed by the Loan Parties in connection with this agreement, and Orders of the Court in the Proposal Proceedings.

No failure or delay on the part of the DIP Lender in exercising any of its rights and remedies shall be deemed to be a waiver of any kind.

18. INDEMNITY AND RELEASE

Each Loan Party agrees to indemnify and hold harmless the DIP Lender and each of its directors, officers, employees, agents, attorneys, advisors and affiliates (collectively, the "**Indemnified Persons**") from and against any and all actions, suits, proceedings, claims, losses, damages, liabilities or expenses of any kind or nature whatsoever (excluding indirect, consequential damages, or punitive damages and claims for lost profit) as a result of or arising out of or in any way related to or resulting from the Proposal Proceedings, any bankruptcy or insolvency proceedings in respect of the Loan Parties, this agreement or any other document executed by a Loan Party in connection with this agreement. Upon demand, the Loan Parties will pay and reimburse any Indemnified Person for any reasonable legal or other out-of-pocket expenses incurred in connection with investigating, defending or preparing to defend any such action, suit, proceeding or claim (whether or not any Indemnified Person is a party to any action or proceeding out of which any such expenses arise). Notwithstanding the foregoing, the Loan Parties shall not be obligated to indemnify or hold harmless any Indemnified Person against or in respect of (x) any action, suit, proceeding, loss, claim, damage, expense or liability to the extent it resulted from the gross negligence or wilful misconduct of such Indemnified Person as finally determined by a court of competent jurisdiction; or (y) any dispute solely among Indemnified Persons other than any claims arising out of any act or omission on the part of the Borrower or Guarantor. The Loan Parties shall not be responsible or liable to any other person for indirect, consequential or punitive damages or claims for lost profits.

The indemnities granted under this agreement shall survive any termination of the DIP Facility.

In consideration of this agreement and for other good and valuable consideration, each Loan Party, on its own behalf and on behalf of its respective successors, assigns, and other legal representatives, absolutely, unconditionally and irrevocably releases Export Development Canada and its present and former affiliates, subsidiaries, divisions, predecessors, directors, officers, legal counsel, consultants, employees, agents and other representatives, and their successors and assigns (all of which are referred to

collectively as the "Releasees" and individually as a "Releasee"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defences, rights of set-off, demands and liabilities (individually, a "Claim" and collectively, "Claims") known or unknown, both at law or in equity, that such Loan Party or any of their respective successors, assigns, or other legal representatives may now or later have or claim against any of the Releasees by reason of any circumstance, action, cause or thing arising at any time on or prior to the date of this agreement, including for or on account of, or in relation to, or in any way in connection with (i) any prior financings of the Loan Parties, and (ii) any and all proposed financings or refinancings of any Loan Party including, without limitation, any and all prior proposed offers of finance (whether consummated or not), term sheets, indicative and non-binding term sheets or negotiations for financing, between any of the Releasees and any of the Loan Parties.

19. NOTICES

Any communication to be made under or in connection with this agreement shall be made in writing and shall be sufficiently given if delivered by fax, letter, or email to such party, unless otherwise stated:

(a) In the case of the Loan Parties:

7944 10th Street NE, Calgary,
Alberta, T2E 8W1

Attention: ~~Michael Sawlow~~ Mark Dickinson
Email: ~~Michael.Sawlow~~mark.dickinson@attabotics.com

With a copy to the Loan Parties' solicitors:

Osler, Hoskin & Harcourt LLP
100 King St. W., Suite 6200
Toronto, ON
M5X 1B8

Attention: Marc Wasserman and Emily Paplawski
Email: mwasserman@osler.com / epaplawski@osler.com

(b) In the case of the DIP Lender:

150 Slater Street
Ottawa, ON, K1A 1K3

Attention: Mark Doyle
Email: mdoyle@edc.ca

With a copy to the DIP Lender's solicitors:

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000
Toronto, Ontario M5K 1E7

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Attention: Evan Cobb
Email: evan.cobb@nortonrosefulbright.com

Any such notice shall be deemed to be given and received when received, unless received after 5:00 p.m. (Toronto Time) or on a day other than a Banking Day, in which case the notice shall be deemed to be received the next Banking Day.

20. DIP LENDER'S APPROVALS:

Any consent, approval, waiver, instruction, or other expression of the DIP Lender made hereunder may be delivered by any written instrument, including by way of electronic mail, by legal counsel on behalf of the DIP Lender.

21. AMENDMENTS; WAIVERS:

No amendment or waiver of any provisions of this agreement or consent to any departure by the Loan Parties or the DIP Lender from any provision thereof is effective unless it is in writing and signed by the other party or parties, as applicable. Such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

22. SEVERABILITY:

Each of the provisions contained in this agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

23. COUNTERPARTS AND SIGNATURES:

This agreement may be executed in any number of counterparts and by facsimile, PDF or other electronic transmission, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

24. FURTHER ASSURANCES:

The Loan Parties will, at their own expense and promptly on demand by the DIP Lender at any time, do such acts and things and execute and deliver such documents as the DIP Lender may reasonably request to give effect to any other provisions set out hereunder.

25. ASSIGNMENT:

The Loan Parties shall not assign this agreement or any of the provisions set out herein without the consent of the DIP Lender in its sole and absolute discretion. The DIP Lender may assign or sell its rights or obligations with respect to this agreement to any person without the prior written consent of the Loan Parties.

26. GOVERNING LAW AND JURISDICTION:

This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the Court and waive any objections on the ground of venue or forum *non conveniens* or any similar grounds.

27. CURRENCY:

Unless otherwise stated, all references to currency in this agreement are to Canadian dollars.

[Signature Pages Follow]

MD

IN WITNESS WHEREOF, the parties hereby execute this agreement as at the date first above mentioned.

THE DIP LENDER:

EXPORT DEVELOPMENT CANADA

Per: _____
Name: _____
Title: _____
I have authority to bind the DIP Lender.

Per: _____
Name: _____
Title: _____
I have authority to bind the DIP Lender.

THE BORROWER:

ATTABOTICS INC.

Per: _____
Name: _____
Title: Authorised Signatory
I have authority to bind the Borrower.

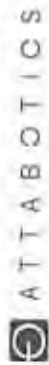
THE GUARANTOR:

ATTABOTICS (US), CORP.

Per: _____
Name: _____
Title: Authorised Signatory
I have authority to bind the Guarantor.

This is **Exhibit "E"** to the Affidavit of Mark Dickinson
sworn before me this 28th day of July 2025.

Notary Public/Commissioner for Oaths in and for Alberta



Weekly Cash Flow - CAD

	1	2	3	4	5	6	7	8	9	10	11	12	13
	2025-07-18	2025-07-25	2025-08-01	2025-08-08	2025-08-15	2025-08-22	2025-08-29	2025-09-05	2025-09-12	2025-09-19	2025-09-26	2025-10-03	10-10-2025 to 04-13-2025
RECEIPTS													
Insulated Systems - Service and Maintenance Receipts	37,200	-	-	-	-	-	-	-	-	-	-	-	37,200
DIP Loan Advances	200,000	400,000	200,000	-	-	200,000	400,000	200,000	300,000	200,000	300,000	400,000	2,800,000
Total Receipts	237,200	400,000	200,000	-	-	200,000	400,000	200,000	300,000	200,000	300,000	400,000	2,837,200
DISBURSEMENTS													
Payroll, Benefits and Payroll Related Disbursements	162,117	258,435	162,117	5,000	138,161	5,000	113,161	-	133,161	-	133,161	-	1,120,225
Business Insurance	-	-	45,268	-	-	-	45,147	-	-	-	-	45,147	135,561
Legal (If) - Patent Fees	-	-	57,000	-	-	-	-	-	-	-	-	-	57,000
Legal - Litigation Purposes	500	-	-	-	-	-	-	-	-	-	-	-	500
Legal - General ongoing matters	-	-	-	-	-	-	-	-	-	-	-	-	-
Fleet	122,546	-	122,546	-	-	-	122,546	-	-	-	-	-	15,800
Other Operating Costs	-	-	-	-	-	-	11,000	-	-	-	-	-	450,343
Software Subscriptions	125,275	-	-	-	125,275	-	-	-	125,275	-	-	-	375,825
Fees Banking	2,300	2,300	-	3,000	-	-	-	3,000	-	-	-	-	13,600
Restructuring Professional Fees	125,000	125,000	125,000	140,556	140,556	140,556	140,556	140,556	140,556	140,556	140,556	140,556	1,640,000
KLRPs	-	-	80,000	-	-	-	55,730	-	-	-	-	167,191	302,921
Total Disbursements	539,778	359,435	607,972	148,556	403,992	145,556	508,179	143,556	386,992	140,556	273,717	489,479	4,194,764
Net Cash Flow Before Transfer	(302,578)	565	(407,971)	(148,556)	(403,992)	54,444	(108,179)	56,444	(98,992)	59,444	26,283	(89,479)	(1,357,564)
Transfer From / (To) Cash Collateral	-	-	383,435	-	-	-	-	-	-	-	-	-	383,435
Net Cash Flow After Transfer	(302,578)	565	(19,536)	(148,556)	(403,992)	54,444	(108,179)	56,444	(98,992)	59,444	26,283	(89,479)	(974,129)
Beginning Cash Balance	981,000	678,422	878,987	659,432	510,896	106,904	161,349	53,169	109,614	10,622	70,067	96,350	981,000
Ending Cash Balance	678,422	678,987	659,452	510,896	106,904	161,349	53,169	109,614	10,622	70,067	96,350	6,871	6,871
Funds Held as Cash Collateral for Credit Cards	383,435	383,435	383,435	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	383,435
Transfer From / (To) Operating Cash	-	-	383,435	-	-	-	-	-	-	-	-	-	383,435
Funds Held as Cash Collateral for Credit Cards	383,435	383,435	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)
Total Cash Including Cash Collateral	1,061,857	1,062,422	859,451	510,896	106,904	161,348	53,169	109,613	10,622	70,066	96,349	6,871	6,871

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This is **Exhibit "F"** to the Affidavit of Mark Dickinson
sworn before me this 28th day of July 2025.

Notary Public/Commissioner for Oaths in and for Alberta

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From: Pratt, Elena
Sent: Monday, July 21, 2025 3:39 PM
To: qbfilings calgary
Subject: BANKRUPTCY FILING – RETURNABLE JULY 29, 2025 ON THE COMMERCIAL LIST – APPLICATION & AFFIDAVIT – BK01-09558 & BK01-09559 – CALGARY
Attachments: Email Filing Request Form - ATTABOTICS - July 21 2025.pdf; Application of ATTABotics Inc. and ATTABotics (US) Corp., scheduled on July 29, 2025.pdf; Affidavit of Michael Saitow, sworn July 21, 2025 - Remote Commissioned.pdf

Good afternoon,

Please see the attached application materials for filing under action #'s BK01-09558 and BK01-09559.

Thank you,

OSLER

Elena Pratt
Insolvency Specialist and Legal Assistant
For Randal Van de Mosselaer, Emily Paplawski and Stephen Kröeger
403.592.7269 | EPratt@osler.com

Osler, Hoskin & Harcourt LLP
Suite 2700, Brookfield Place
225 – 6th Avenue S.W.
Calgary, Alberta, Canada T2P 1N2

osler.com

This is **Exhibit "G"** to the Affidavit of Mark Dickinson
sworn before me this 28th day of July 2025.

Notary Public/Commissioner for Oaths in and for Alberta

From: specialchambersqbfilings calgary <specialchambersqbfilings.calgary@just.gov.ab.ca>
Sent: Tuesday, July 22, 2025 12:46 PM
To: Pratt, Elena
Subject: BANKRUPTCY FILING – RETURNABLE JULY 29, 2025 ON THE COMMERCIAL LIST –
APPLICATION & AFFIDAVIT – BK01-09558 & BK01-09559 – CALGARY

Good morning,

Affidavits require a live ink signature on it.

Please have the affidavit signed with live ink and resubmit for review.

Regards,
KB Special Chambers Filing

General Reminder: Abuse, harassment, or misconduct towards staff members through email filing is strictly prohibited. This includes, but is not limited to, threats, intimidation, abusive or offensive language, or any other behavior that undermines the well-being and dignity of our staff. Instances of abuse directed at our staff will result in immediate termination of access to email filing. This action may be taken without prior notice or warning.