



District of Alberta
Division No. 02 - Calgary
Court File No. BK01-095559 and BK01-095558
Estate No. 25-095559 and 25-095558

BK01-095558

ATTABOTICS INC. AND ATTABOTICS (US) CORP.

**FOURTH REPORT OF RICHTER INC.
IN ITS CAPACITY AS PROPOSAL TRUSTEE UNDER THE
NOTICE OF INTENTION TO MAKE A PROPOSAL OF
ATTABOTICS INC. AND ATTABOTICS (US) CORP.**

SEPTEMBER 17, 2025

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**ALBERTA
COURT OF KING'S BENCH OF ALBERTA**

**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, OF THE CITY OF CALGARY, IN THE PROVINCE OF ALBERTA**

**FOURTH REPORT OF RICHTER INC.
IN ITS CAPACITY AS PROPOSAL TRUSTEE UNDER THE
NOTICE OF INTENTION TO MAKE A PROPOSAL OF
ATTABOTICS INC. AND ATTABOTICS (US) CORP.**

SEPTEMBER 17, 2025

I. INTRODUCTION

1. On July 2, 2025 (the **"Filing Date"**), ATTAbotics Inc. (**"ATTAbotics Canada"**) and ATTAbotics (US), Corp. (**"ATTAbotics US"** and together with ATTAbotics Canada, **"ATTAbotics"** or the **"Company"**) filed a Notice of Intention to Make a Proposal (an **"NOI"**) pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B.-3, as amended (the **"BIA"**), and Richter Inc. (**"Richter"**) was appointed as trustee (in such capacity, the **"Proposal Trustee"**) under the NOI. The NOI proceedings of ATTAbotics are referred to herein as the **"NOI Proceedings"**.
2. On July 4, 2025, the Court of King's Bench of Alberta (the **"Court"**) granted an order (the **"Initial Order"**), inter alia,
 - (i) authorizing the Company to obtain interim financing up to a maximum amount of \$1,500,000 (the **"DIP Facility"**) provided by Export Development Canada (**"EDC"** and, in its capacity as DIP Lender, the **"DIP Lender"**) pursuant to an interim facility term sheet dated July 3, 2025 (the **"DIP Term Sheet"**);
 - (ii) approving a charge in the amount of \$300,000 to secure the fees and disbursements of the Proposal Trustee, the Proposal Trustee's counsel, McMillan LLP (**"McMillan"**), and the Company's counsel, Osler, Hoskin & Harcourt LLP (**"Osler"**), in accordance with Section 64.2 of the BIA (the **"Administration Charge"**);
 - (iii) approving a charge in the maximum amount of \$200,000 in favour of the Company's directors and officers (the **"Directors' Charge"**);
 - (iv) approving a charge in favour of the DIP Lender to secure obligations of the Company under the DIP Facility (the **"DIP Charge"**);
 - (v) approving a charge in the maximum amount of \$90,000 in favour of the certain key employees (the **"KERP Charge"**); and
 - (vi) approving the Administrative Consolidation of these NOI Proceedings.
3. On July 29, 2025, the Court granted:
 - (i) an order, (the **"SISP Approval Order"**), which, among other things:
 - a. extended the time in which the Company was required to file a proposal to their creditors under section 50.4(9) of the BIA to September 15, 2025;
 - b. authorized a second key employee retention plan (the **"Second KERP"**), as described in the affidavit of Mark Dickinson sworn July 28, 2025 (the **"First Dickinson Affidavit"**), granting an increase in the KERP

Charge from \$90,000 to \$222,921, to secure payments contemplated to the Key Employees referred to in the Second KERP;

- c. approved of the Sale and Investment Solicitation Process ("**SISP**") attached as Exhibit B to the First Dickinson Affidavit, and authorized the Company and the Proposal Trustee to implement the SISP in accordance with the terms thereof; and
 - d. approved the amended and restated interim financing term sheet, in the form attached as Exhibit C to the Dickinson Affidavit, authorizing an increase in the DIP Facility to a maximum amount of \$3,500,000; and
- (ii) an order, (the "**Restricted Court Access Order**"), directing that the Confidential Exhibit to the First Dickinson Affidavit be treated as confidential and sealed and not form part of the public record, pending further order of the Court.
- 4. On September 8, 2025, the Court granted an order, extending the time in which the Company was required to file a proposal to their creditors under section 50.4(9) of the BIA to October 30, 2025. The extension was supported by the affidavit of Mark Dickinson sworn September 2, 2025 (the "**Second Dickinson Affidavit**" and together with the First Dickinson Affidavit, the "**Dickinson Affidavits**").
 - 5. The Company's business, affairs, financial performance, and position, as well as the causes of insolvency, are detailed in the affidavit of Edna Conway, ATTAbotics' former Chair of its Board of Directors sworn July 3, 2025 (the "**Conway Affidavit**").
 - 6. This fourth report of the Proposal Trustee (the "**Fourth Report**") should be read in conjunction with the first report of the Proposal Trustee dated July 4, 2025 (the "**First Report**"), the second report of the Proposal Trustee dated July 28, 2025 (the "**Second Report**") and the third report of the Proposal Trustee dated September 2, 2025 (the "**Third Report**" and, together with the First Report and the Second Report, the "**Previous Reports**"). Capitalized terms used but not defined in this Fourth Report have the meanings given to them in the Previous Reports or the APA (as defined below), as applicable.
 - 7. Copies of the Dickinson Affidavits, the Conway Affidavit, the Previous Reports and other materials related to the NOI Proceedings are available on the Proposal Trustee's case website at: <https://www.richter.ca/insolvencycase/attabotics-inc/> (the "**Proposal Trustee's Website**").

II. PURPOSES OF THE FOURTH REPORT

8. The purpose of this Fourth Report is to provide the Court with information pertaining to the following:
 - (i) The outcome of the SISP and the Proposal Trustee's recommendation regarding the transaction (the "**Transaction**") contemplated by the asset purchase agreement dated as of September 17, 2025 (the "**APA**") between ATTAbotics Canada and Lafayette Systems, Inc. ("**Lafayette**") or its assignee in accordance with the APA (the "**Purchaser**");
 - (ii) the activities of the Company since the date of the Third Report;
 - (iii) the Company's reported receipts and disbursements for the period from August 23, 2025 to September 12, 2025 (the "**Reporting Period**"), including a comparison of reported to forecasted results;
 - (iv) the activities of the Proposal Trustee since the date of the Third Report;
 - (v) the Company's application for an order (the "**Sale Approval and Vesting Order**" or "**SAVO**"), *inter alia*,
 - a. approving the APA and authorizing and directing ATTAbotics Canada to take such steps as may be necessary or desirable to complete the Transaction;
 - b. vesting all right, title and interest in and to the Purchased Assets absolutely in the Purchaser free and clear of all claims and encumbrances; and
 - c. granting certain releases with respect to certain current and former directors and officers, and current management and employees, of ATTAbotics, from all Released Claims (as defined in the SAVO);
 - (vi) the Company's application for an order (the "**Restricted Court Access Order**") sealing the **Confidential Exhibits "F"** and **"H"** to the third affidavit of Mark Dickinson (the "**Third Dickinson Affidavit**") provided in support of the SAVO and Restricted Court Access Order; and
 - (vii) the Proposal Trustee's recommendation that the Court make the foregoing order, as requested by the Company.

III. TERMS OF REFERENCE

9. In preparing this Fourth Report, the Proposal Trustee has relied upon certain unaudited, draft, and / or internal financial information prepared by representatives of the Company, the Company's books and records, and discussions with representatives of the Company and the Company's legal counsel (collectively, the "**Information**"). In accordance with industry practice, except as otherwise described in this Fourth Report, the Proposal Trustee has reviewed the Information for reasonableness, internal consistency, and use in the context in which it was provided. However, the Proposal Trustee

has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Auditing Standards (“GAAS”) pursuant to the *Chartered Professional Accountants of Canada Handbook* and, as such, the Proposal Trustee expresses no opinion or other form of assurance contemplated under GAAS in respect of the Information.

10. Future orientated financial information contained in the Cash Flow Forecast is based on the Company’s estimates and assumptions regarding future events. Actual results will vary from the information presented even if the hypothetical assumptions occur, and variations may be material. Accordingly, the Proposal Trustee expresses no assurance as to whether the Cash Flow Forecast will be achieved.
11. Parties using this Fourth Report, other than for the purposes outlined herein, are cautioned that it may not be appropriate for their purposes and consequently should not be used for any other purpose.
12. Unless otherwise noted, all monetary amounts contained in this Fourth Report are expressed in Canadian dollars.

IV. OUTCOME OF THE SISP

Marketing Process

13. On July 30, 2025, pursuant to the SISP Approval Order, the Company, with the assistance of the Proposal Trustee commenced the SISP. A summary of the activities undertaken in the SISP are described in the Third Report.

Bid Update and Revised SISP Timeline

14. On August 21, 2025, being the Bid Deadline in accordance with the SISP Approval Order, the Proposal Trustee received Bids from six (6) Potential Bidders (the “**Bidders**”), some of which contemplated going-concern transactions for the Company.
15. The Proposal Trustee, in consultation with the DIP Lender and the Company, subsequently engaged with certain Bidders to allow those Bidders to clarify and further refine their Bids.
16. On August 27, 2025, the Proposal Trustee, in consultation with the Company and the DIP Lender, extended the Successful Bidder / Auction Notice Deadline from 12:00 pm (Calgary Time) on August 28, 2025, to 2:00 pm (Calgary Time) on September 3, 2025 and on September 4, 2025 the Proposal Trustee, in consultation with the Company and the DIP Lender, further extended the Successful Bidder Auction Notice Deadline to 2:00 pm (Calgary Time) on September 10, 2025.

17. The following is a summary of the key milestones and deadlines set out in the SISP Approval Order, and the revised dates following the above extensions:

Milestone	Original Deadline	Extended Deadline
Deadline for submission of Bids (the “ Bid Deadline ”)	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) (“ Successful Bidder / Auction Notice Deadline ”)	No later than 12:00 p.m. (Calgary time) on August 28, 2025	No later than 2:00 p.m. (Calgary time) on September 10, 2025
Auction Date (if required)	September 3, 2025	TBD
Deadline for finalizing transaction documents based on Successful Bid(s)	September 8, 2025	September 15, 2025
Filing of motion to approve the Successful Bid(s)	Week of September 8	September 19, 2025
Hearing of the Sale Approval Motion	Week of September 15	September 26, 2025
Outside Date for the Closing of the Successful Bid(s) (the “ Outside Date ”)	September 30	October 10, 2025

18. A summary of the final Bids received by the Proposal Trustee is attached as **Confidential Exhibit “F”** to the Third Dickinson Affidavit.

Selection of the Winning Bidder

19. The Proposal Trustee in consultation with the Company and the DIP Lender designated the Purchaser as the Successful Bidder on September 10, 2025. Following designation of the Purchaser as the Successful Bidder, the Proposal Trustee and the Company have commenced further discussions with, and provided comments to, the Purchaser in respect of the proposed Transaction. Following those discussions and negotiations with the Purchaser, on September 17, 2025, ATTAbotics Canada and the Purchaser entered into the APA.

Key Terms of the Asset Purchase Agreement

20. The APA provides for the sale by ATTAbotics Canada, and purchase by the Purchaser, of substantially all of ATTAbotics Canada’s assets on an “as-is, where-is” basis, free and clear of Encumbrances pursuant to the SAVO. Following closing of the Transaction, ATTAbotics Canada will retain only the Excluded Assets. In addition, the Proposal Trustee understands that the Purchaser plans to make offers of employment to certain former employees of the Company.

21. The key terms of the Transaction are as follows:

- (i) **Purchase Price.** The Purchase Price is comprised of a cash component (the “**Cash Purchase Price**”) plus consideration payable, if any, under a Deferred Payment Agreement, to be negotiated by the parties, which is anticipated to provide for, among other things, revenue royalties and a share of any gains that may be realized by the Purchaser in a future sale of ATTAbotics Canada’s business. Details regarding the anticipated Deferred Payment Agreement is detailed in **Confidential Exhibit “F”** to the Third Dickinson Affidavit.
- (ii) **Purchased Assets.** The Purchased Assets include all Inventory, Rolling Stock, Equipment, Computer Equipment, Capital Assets, Intellectual Property, Transferred Permits, and Goodwill of ATTAbotics Canada as of the Closing Date, subject to the Purchaser’s right to request redesignation of specific assets as further described below.
- (iii) **Assumed Obligations.** The Purchaser will assume only those liabilities expressly set out in the APA, including: (a) all of ATTAbotics Canada’s obligations under the Transferred Permits; (b) all other liabilities and obligations relating to the Purchased Assets to the extent such liabilities and obligations consist of liabilities and obligations that arise in respect of and relate to the period on and after the Closing; (c) all liabilities arising out of or relating to the Purchased Assets’ non-compliance with any Environmental Laws in respect of any facts, conditions or circumstances occurring after the Closing; and (d) certain post-closing employee obligations as further described in section 5.8 of the APA.
- (iv) **Redesignation of Assets.** From signing until two Business Days prior to Closing, the Purchaser may request that specific assets be (a) redesignated as Excluded Assets, with no adjustment to the Purchase Price, or (b) redesignated as Purchased Assets, in which case the Purchaser is responsible for any Cure Costs payable in connection with such redesignation.
- (v) **Representation and Warranties.** The APA provides that the sale of the Purchased Assets is on an “as-is, where-is” basis, with limited representations and warranties consistent with the standard terms of an insolvency transaction.
- (vi) **Closing Date.** The Target Closing Date under the APA is September 30, 2025 and, in any event, Closing of the Transaction will occur no later than October 10, 2025, or such other date that the parties, acting reasonably, may mutually agree (the “**Outside Date**”).
- (vii) **Material Conditions.** The APA is conditional upon customary conditions to Closing, including (a) the issuance of the SAVO; and (b) payment of the Cash Purchase Price to the Proposal Trustee. In addition, the Deferred Payment Agreement being in force and effect is a condition in favour of ATTAbotics Canada.

- (viii) **Termination.** The APA may be terminated by either ATTAbotics Canada or the Purchaser in certain circumstances, including: (a) if the Court declines to grant the SAVO (other than due to breach by the terminating party); (b) if Closing has not occurred by the Outside Date, provided the failure to close is not due to breach by the terminating party; and (c) other customary grounds as set out in the APA.

Employee and Key Individual Releases

22. As part of the relief sought in connection with the Transaction, the Company is requesting that the Court grant limited releases in favour of certain employees and one independent contractor (the “**Released Parties**”) who were integral to the administration of the NOI Proceedings and the successful completion of the SISP and the Transaction.
23. The proposed releases are strictly limited in scope to claims arising from the NOI Proceedings and the Transaction itself. Such releases do not extend to any claims for actual fraud, gross negligence or willful misconduct, nor do they affect any rights that cannot be released under section 50(14) of the BIA.
24. In the Proposal Trustee’s view, granting these targeted releases is appropriate and consistent with the objectives of the NOI Proceedings.

Proposal Trustee’s Recommendation Regarding the Transaction

25. The Proposal Trustee recommends that the Court grant the SAVO and approve the Transaction for the following reasons:
- (i) the SISP was conducted in accordance with the terms of the SISP Approval Order and in a commercially reasonable manner. As described more fully in the Previous Reports:
 - a. prior to the commencement of the SISP, the Proposal Trustee, with the assistance of the Company, administered an informal solicitation process during the initial 30-day stay period of the NOI Proceedings;
 - b. following the conclusion of the informal process, the SISP commenced on July 30, 2025 and ran through to September 10, 2025, during which the Proposal Trustee, with the assistance of the Company, actively canvassed the market in accordance with the SISP;
 - c. the Proposal Trustee solicited interest from 204 Potential Bidders including more than 97 strategic parties and 107 financial sponsors;
 - d. a total of 41 parties executed a non-disclosure agreement and were granted access to the Data Room. Of the 41 parties that signed NDAs, 38 accessed the Data Room at least once;
 - e. by the Bid Deadline, the Proposal Trustee received 6 bids from interested parties;

- f. throughout the SISP, the Proposal Trustee facilitated due diligence for interested parties, including by updating the Data Room with current information and responding to any queries from Potential Bidders, as required, with the assistance of the Company; and
 - g. the Proposal Trustee kept the DIP Lender apprised of the progress throughout the SISP;
- (ii) the Transaction contemplates the continuation of the Company's business and operations, with the Purchaser having the option to offer employment to certain employees, and recognizing prior service for those who accept;
 - (iii) the terms of the APA are commercially reasonable;
 - (iv) in the Proposal Trustee's view, the Transaction provides for superior overall recoveries than what would otherwise be recovered through an alternative Bid, a liquidation, or the bankruptcy of the Company;
 - (v) the Transaction is the best opportunity to maximize recoveries for the Company's stakeholders; and
 - (vi) EDC, in its capacity as DIP Lender and as the primary senior lender, is supportive of the Transaction. The Proposal Trustee understands that at the time of this Fourth Report, Business Development Bank of Canada has not taken a position with respect to the Transaction.

V. ACTIVITIES OF THE COMPANY SINCE THE THIRD REPORT

26. Since the Third Report, the activities of the Company, with the support of its counsel, have included:

- (i) managing relationships with key stakeholders, including creditors, its landlords, and secured lenders;
- (ii) addressing operational issues arising in connection with the NOI Proceedings;
- (iii) corresponding with the Canada Revenue Agency regarding proposed adjustments to the Company's GST/HST returns;
- (iv) in consultation with the Proposal Trustee, managing the Company's cash flows and making payments in accordance with the Cash Flow Forecast and DIP Term Sheet;
- (v) preparing material for and attending Court in connection with the SISP Approval Order and the Restricted Court Access Order;
- (vi) assisting the Proposal Trustee with the administration of the SISP; and
- (vii) preparing materials for Court in connection with the within application.

VI. CASH FLOW VARIANCE ANALYSIS REPORTING

27. As noted in the Third Report, the Company, with the assistance of the Proposal Trustee, prepared a cash flow forecast for the period August 23, 2025 to October 30, 2025 (the “**Cash Flow Forecast**”). A copy of the Cash Flow Forecast is attached hereto as **Appendix “A”**.
28. The Company has cooperated with the Proposal Trustee and provided information as requested by the Proposal Trustee to allow it to monitor ATTAbotics’ receipts and disbursements on a weekly basis. The Proposal Trustee has also prepared forecasted to actual variance analyses with respect to the Company’s weekly receipts and disbursements as compared to the Cash Flow Forecast.
29. A comparison of ATTAbotics’ actual receipts and disbursements as compared to the Cash Flow Forecast for the Reporting Period is summarized as follows:

Week Ending Date	For the period August 23, 2025 to September 12, 2025			
	Forecast	Actual	\$ Variance	% Variance
RECEIPTS				
Installed Systems - Service and maintenance receipts	-	61,648	61,648	100%
Other Income	382,200	395,652	13,452	3%
DIP Loan Advances	700,000	600,000	(100,000)	-17%
Total Receipts	1,082,200	1,057,301	(24,899)	-2%
DISBURSEMENTS				
Payroll, Benefits and Payroll Related Disbursements	146,323	114,268	32,054	28%
Business Insurance	45,147	45,472	(326)	-1%
Legal (IP) - Patent Fees	20,000	26,300	(6,300)	-24%
Legal - General ongoing matters	-	623	(623)	-100%
Rent	122,586	122,586	-	0%
Other Operating Expenses	22,400	14,286	8,114	57%
Software Subscriptions	250,550	4,928	245,622	4984%
Fees Banking	1,050	194	856	442%
Restructuring Costs				
Restructuring Professional Fees	565,111	245,736	319,375	130%
KERPs	55,730	56,289	(559)	-1%
Total Disbursements	1,228,896	630,682	598,214	95%
Net Cash Flow Before Transfer	(146,696)	426,618	573,315	134%
Internal Transfer	-	10,135	10,135	100%
FX Gains/(Losses)	-	(270)	(270)	100%
Net Cash Flow After Transfer	(146,696)	436,483	583,180	134%
Beginning Cash Balance	354,694	363,111	8,416	2%
Ending Cash Balance	207,998	799,594	591,596	74%
DIP Opening Balance	1,525,778	702,013	(823,765)	-117%
DIP Advances Received	700,000	1,400,000	700,000	50%
EST. Accrued Interest	16,942	40,419	23,478	58%
Exit Fee	-	-	-	0%
DIP ENDING BALANCE	\$2,242,719	\$2,142,432	(100,287)	-5%

30. As reflected in the summary table above, ATTAbotics reported a net cashflow of approximately \$436,000 over the Reporting Period and had a cash balance of approximately \$800,000 as of September 12, 2025. ATTAbotics had a favourable net cash flow variance of approximately \$583,000 as compared to the Cash Flow Forecast during the Reporting Period.
31. The favourable cash flow variance of approximately \$583,000 pertains primarily to the following:
- (i) favourable variances associated with:
 - h. approximately \$62,000 in part sales that were not anticipated in the Reporting Period;
 - i. approximately \$246,000 related to delay in payment of software subscription costs as invoices have not yet been received; and
 - j. approximately \$319,000 related to timing difference in payment of costs associated with professional fees related to these NOI Proceedings; offset by
 - (ii) unfavourable variances associated with:
 - k. \$100,000 in lower DIP loan advances which are expected to reverse in the coming weeks.

VII. ACTIVITIES OF THE PROPOSAL TRUSTEE SINCE THE THIRD REPORT

32. The Proposal Trustee's activities since the Third Report have included, *inter alia*, the following:
- (i) maintaining the Proposal Trustee's Website, where material documents pertaining to the NOI Proceedings are available in electronic form;
 - (ii) implementing procedures for the monitoring of the Company's cash flows and reporting of variances to the Cash Flow Forecast;
 - (iii) administering the SISP;
 - (iv) meeting and corresponding with the Company and its legal counsel regarding, the SISP, and various other matters in connection with the Company's operations and its NOI Proceedings;
 - (v) communicating with the Company's primary lender and DIP Lender, Export Development Canada, and its counsel regarding the SISP, the Cash Flow Forecast, and the NOI Proceedings generally;
 - (vi) responding to calls and enquiries from creditors and other stakeholders in connection with the NOI Proceedings;

(vii) communicating with current and former employees of the Company, as well as Service Canada, regarding the applicability of the Wage Earner Protection Program; and

(viii) drafting this Fourth Report.

VIII. RELIEF SOUGHT

SAVO

33. For the reasons set out above, the Proposal Trustee recommends that the Court grant the SAVO, approving the APA and authorizing and directing ATTAbotics Canada to complete the Transaction in accordance with the terms of the SAVO.

Restricted Court Access Order

34. The Proposal Trustee recommends that the Court grant the Company's application for an order (the "**Restricted Court Access Order**") sealing the **Confidential Exhibits "F" and "H"** to the Third Dickinson Affidavit, provided in support of the SAVO and Restricted Court Access Order, until the earlier of the filing of the Proposal Trustee's certificate confirming the Transaction has closed or further order of this Court.

IX. CONCLUSION AND RECOMMENDATION

35. Based on the foregoing, the Proposal Trustee respectfully recommends that this Honourable Court grant the relief requested by the Company, including approval of the Transaction contemplated by the APA and the issuance of the SAVO and the Restricted Court Access Order.

All of which is respectfully submitted this 17th day of September 2025.

Richter Inc.
in its capacity as Trustee in the Proposal of
ATTAbotics Inc. and ATTAbotics (US) Corp.
And not in its personal capacity

Per:



Karen Kimel, MAcc, CPA, CA, CIRP, LIT

APPENDIX “A”

Cash Flow Forecast August 23, 2025 to October 31, 2025

See attached.

Weekly Cash Flow - CAD

ATTAbotics in CAD\$'s	1	2	3	4	5	6	7	8	9	10	Aug 23, 2025 to Oct 31, 2025
	2025-08-29	2025-09-05	2025-09-12	2025-09-19	2025-09-26	2025-10-03	2025-10-10	2025-10-17	2025-10-24	2025-10-31	
RECEIPTS											
Other Income	382,200	-	-	-	-	-	-	-	-	-	382,200
DIP Loan Advances	200,000	200,000	300,000	200,000	300,000	200,000	200,000	400,000	-	-	2,000,000
Total Reciepts	582,200	200,000	300,000	200,000	300,000	200,000	200,000	400,000	-	-	2,382,200
DISBURSEMENTS											
Payroll, Benefits and Payroll Related Disbursements	70,661	5,000	70,661	-	75,661	-	-	70,661	-	70,661	363,306
Business Insurance	45,147	-	-	-	-	45,147	-	-	-	-	90,293
Legal (IP) - Patent Fees	-	20,000	-	20,000	-	20,000	-	15,000	-	-	75,000
Rent	122,586	-	-	-	-	122,586	-	-	-	-	245,171
Other Operating Costs	-	22,400	-	-	-	11,700	-	-	-	11,700	45,800
Software Subscriptions	-	-	250,550	-	-	-	-	250,550	-	-	501,100
Fees Banking	350	350	350	350	350	350	350	350	350	350	3,500
Restructuring Professional Fees	284,000	140,556	140,556	140,556	140,556	140,556	50,000	50,000	50,000	50,000	1,186,778
KERPs	55,730	-	-	-	-	167,191	-	-	-	-	222,921
Total Disbursements	578,474	188,306	462,117	160,906	216,567	507,529	50,350	386,561	50,350	132,711	2,733,870
Net Cash Flow	3,726	11,694	(162,117)	39,094	83,433	(307,529)	149,650	13,439	(50,350)	(132,711)	(351,670)
Beginning Cash Balance	354,694	358,421	370,115	207,998	247,093	330,526	22,997	172,647	186,086	135,736	354,694
Ending Cash Balance	358,421	370,115	207,998	247,093	330,526	22,997	172,647	186,086	135,736	3,025	3,025
DIP Opening Balance	1,525,778	1,730,739	1,936,290	2,242,719	2,449,742	2,757,648	2,966,151	3,175,254	3,585,532	3,595,841	1,525,778
DIP Advances Received	200,000	200,000	300,000	200,000	300,000	200,000	200,000	400,000	-	-	2,000,000
EST. Accrued Interest	4,962	5,551	6,429	7,023	7,906	8,503	9,103	10,279	10,308	10,338	80,401
Exit Fee										105,000	105,000
DIP ENDING BALANCE	1,730,739	1,936,290	2,242,719	2,449,742	2,757,648	2,966,151	3,175,254	3,585,532	3,595,841	3,711,179	3,711,179