

Form 39.08

District of: Nova Scotia
Division of: 01-Halifax
Court No. 45907
Estate No. 51-3134197

**Supreme Court of Nova Scotia
In Bankruptcy and Insolvency**

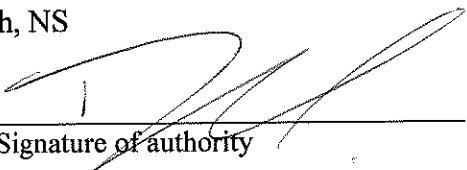
**In the matter of the Notice of Intention to make a proposal of Motryx Inc. pursuant to the
Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended**

Affidavit of Niva Sabeshan

I make oath and give evidence as follows:

1. I am Niva Sabeshan, the Chief Executive Officer of the Applicant, Motryx Inc. (“**Motryx**”).
2. I have personal knowledge of the evidence sworn to in this affidavit except where otherwise stated to be based on information and belief.
3. I state, in this affidavit, the source of any information that is not based on my own personal knowledge, and I state my belief of the source.
4. Attached hereto as **Exhibit “A”** is a true copy of the Amended Debtor-in-possession credit facility term sheet executed between Aerocom GMBH & Co. and Motryx.

Sworn to before me
on March 7, 2025
at Dartmouth, NS




Signature of authority

Print name:

Official capacity:

DOUGLAS W. SCHIPILOW
A Barrister of the Supreme
Court of Nova Scotia



Signature of witness

Print name: Niva Sabeshan

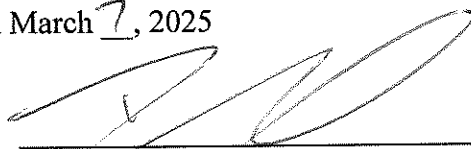
Form 39.09

Exhibit Stamp

Court No. 45907

Estate No. 51-
3134197

This is Exhibit "A" referred to in the
affidavit of Niva Sabeshan, sworn to before
me on March 7, 2025



Signature

DOUGLAS W. SCHIPILOW
A Barrister of the Supreme
Court of Nova Scotia

AMENDED CREDIT FACILITY TERM SHEET

WHEREAS Motryx Inc. intends to file a Notice of Intention to Make a Proposal under the *Bankruptcy and Insolvency Act* (the "**NOI Proceedings**") and to appoint BDO Canada Limited as proposal trustee of the Borrower (in such capacity, the "**Proposal Trustee**"), and to seek an Order approving this Amended Term Sheet and granting the Debtor-in-Possession ("**DIP**") Charge as defined herein;

AND WHEREAS the Borrower has requested that the DIP Lender (as defined below) provide interim financing to fund certain cash requirements of the Borrower during the pendency of the NOI Proceedings and any subsequent proceedings under the *Companies' Creditors Arrangement Act* as may be approved by the Supreme Court of Nova Scotia (the "**Court**");

AND WHEREAS the DIP Lender is willing to provide the DIP Loan herein to the Borrower in accordance with the terms and conditions set out in this Amended Credit Facility Term Sheet (the "**Term Sheet**");

NOW THEREFORE in consideration of the mutual covenants, terms and conditions set forth herein and for other good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, the parties agree as follows:

Borrower: Motryx Inc. (the "**Borrower**")

Lender: Aerocom GmbH & Co. (the "**DIP Lender**")

Effective Date: September 8, 2024

Term of DIP Loan: A super priority, debtor-in-possession interim, non-revolving credit facility up to a maximum principal amount of \$ \$525,000.00 (the "**DIP Loan**") for operating costs of the Borrower in accordance with the terms herein.

Currency: Except as otherwise expressly provided herein, all dollar amounts herein are in Canadian Dollars. All payments made hereunder shall be made in the currency in respect of which the obligation requiring such payment arose.

Availability: Subject to fulfilment of the applicable conditions precedent to the availability of the DIP Loan set out herein (including, without limitation, the Court's Approval of the DIP Charge as defined below; and the Borrower's adherence to the Form 30 - Report of Consolidated Cash-Flow Statement by the Person Making the Proposal as filed pursuant to s.50.4(2) of the *Bankruptcy and Insolvency Act* (the "**Approved Cash Flows**") being satisfactory to each of the Proposal Trustee and the DIP Lender and signed by each; and provided that no Event of Default (as defined below) has occurred and is then continuing, then the DIP Loan shall be advanced by the DIP Lender.

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Advances:

Advances under the DIP Loan (collectively "**Advances**" and individually an "**Advance**") shall be deposited in the Deposit Account and utilized by the Borrower in accordance with the terms hereof. "**Deposit Account**" means the account(s) maintained by the Borrower to which payments and transfers under this Term Sheet are to be deposited, which are specified in writing by the Borrower to the DIP Lender or such other account or accounts as the Borrower and the DIP Lender may from time to time agree in writing.

Purpose / Use of Proceeds:

The proceeds of the DIP Loan will be used to fund cash flow requirements of the Borrower on a going concern basis provided that the same is, unless approved by the DIP Lender and the Proposal Trustee, in accordance with the Approved Cash Flows.

No portion of the DIP Loan proceeds shall be paid to any of the shareholders of the Borrower or related parties or entities unless approved in writing by the DIP Lender and the Proposal Trustee.

Court Officer:

The Proposal Trustee in BDO Canada Limited. The Proposal Trustee shall be authorized to have direct discussions with the DIP Lender, and the DIP Lender shall be entitled to receive information from the Proposal Trustee as may be requested by the DIP Lender from time to time.

Termination Date:

The maturity of the DIP Loan (the "**Termination Date**") shall be the earliest of:

- (a) Six (6) months following the initial advance hereunder or such other date agreed to by the DIP Lender in its sole discretion;
- (b) The effective date of any merger, amalgamation, consolidation, arrangement, reorganization, recapitalization, sale or any other transactions affecting all or material part of its assets or operations or resulting in the change of ownership or control of the Borrower confirmed by the Court and satisfactory to the DIP Lender (any of the foregoing being a "**Transaction**");
- (c) The date on which the stay of proceedings provided for in the NOI Proceedings is dismissed or terminated or the date on which either the Borrower becomes bankrupt, or the stay is lifted to allow a filing of bankruptcy petition under the Bankruptcy and

Insolvency Act, or a receivership or similar insolvency proceeding is not otherwise stayed; and

- (d) The date of the acceleration of the DIP Loan and the termination of the commitment with respect to the DIP Loan as a result of an Event of Default hereunder (as defined herein).

All outstanding amounts under the DIP Loan, together with all interest accrued in respect thereof and all other amounts owing under this Term Sheet shall be payable in full on the Termination Date.

Interest Rate:

All amounts outstanding under the DIP Loan will bear interest at rate of **10 percent** *per annum*, on the daily balance outstanding under the DIP Loan.

Interest accrues and shall be due and payable on the Termination Date without further notice, protest, demand or other act on the part of the DIP Lender.

Repayment:

Unless otherwise repaid as contemplated herein, the DIP Loan shall be due, owing, payable and repaid on the Termination Date without further notice, protest, demand or other act on the part of the DIP Lender.

Mandatory Prepayments:

Unless otherwise consented to by the DIP Lender in its sole discretion, the DIP Loan shall be repaid in full from the net proceeds of any Transaction involving the Borrower.

Representations and Warranties:

The Borrower represents and warrants to the DIP Lender as of the date hereof, and as of the date of each Advance that:

- (a) The Borrower is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power to carry on business as now and formerly conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to constitute a material adverse effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required;
- (b) The execution delivery and performance, as applicable, of this Term Sheet has been duly authorized by all actions, if any required on the part and by the Borrower enforceable against it in accordance with its terms, subject to applicable bankruptcy insolvency, reorganization, arrangement, winding-up, moratorium

and other similar laws of general application that limit the enforcement of creditors' rights generally and to general equitable principles;

- (c) the Approved Cash Flows represent the Borrower's best estimate as at each applicable date of the likely results of the operations of the Borrower during the period applicable thereto based on the balance on its bank account(s) and the liabilities owed as at such date;

Covenants:

The Borrower covenants and agrees that:

- (a) the Borrower shall pay all amounts and satisfy all obligations in respect of the DIP Loan;
- (b) the Borrower shall not make or permit to be made any payment on account of obligations owing as of the date of the filing of the NOI by the Borrower without the prior consent of the Proposal Trustee and the DIP Lender or pursuant to an Order of the Court.
- (c) the Borrower shall not undertake any actions with respect to their respective assets, business operations and/or capital structure which would, in the sole determination of the DIP Lender, have a material adverse effect on the Borrower or the Collateral (as defined below);
- (d) the Borrower shall promptly provide the DIP Lender with any additional financial information reasonably requested by the DIP Lender, to the extent that such information is readily available;
- (e) the Borrower shall not incur any indebtedness, including the giving of guarantees, other than indebtedness specifically contemplated hereby or permitted in writing by the DIP Lender;
- (f) the Borrower shall not incur, create, assume or suffer to exist any lien, charge, security interest or other encumbrance on any Collateral now owned or hereafter acquired other than: (i) those encumbrances existing as of the date of the filing of the NOI by the Borrower or permitted by the DIP Lender in its sole discretion, and (ii) the DIP Charge (defined below);
- (g) the Borrower shall not enter into any other credit facility or loan arrangements that would be secured

in priority to or pari passu with the DIP Loan;

- (h) without the prior written consent of the DIP Lender, the Borrower shall not: (i) declare or pay any dividends on, or make any other payments or distributions (whether by reduction of capital or otherwise) with respect to any of its respective issued and outstanding share or other equity interests, or (ii) make any loans;
- (i) the Borrower shall not sell any of its assets outside of the ordinary course of business without the prior written consent of the DIP Lender;
- (j) the Borrower shall promptly pay all DIP Expenses (as defined below), including all legal and advisory fees and expenses, of the DIP Lender as such DIP Expenses are incurred and invoiced to the Borrower; no portion of the DIP Loan proceeds shall be paid to any of the shareholders of the Borrower or related parties or entities without the written consent of the DIP Lender and the Proposal Trustee; and
- (k) the Borrower shall update the Approved Cash Flows and provide a copy thereof to the DIP Lender together with a comparison to the prior version for the DIP Lender's written approval, it being understood that such updated Approved Cash Flows, if approved, become the Approved Cash Flows and subject to the terms of this Term Sheet in all respects.

Security:

As continuing security (the "**DIP Security**") for the prompt payment of all amounts payable by the Borrower to the DIP Lender under this Term Sheet and as continuing security for the due and punctual performance by the Borrower of its existing and future obligations pursuant to this Term Sheet, the Borrower hereby grants, conveys, assigns, transfers, mortgages and charges as and by way of a fixed and specific security interest, to and in favour of the DIP Lender all of its property, assets, rights and undertaking, real and personal, moveable or immovable, tangible and intangible, legal or equitable, of whatsoever nature and kind, wherever located, whether present or future, now or hereinafter owned or acquired (collectively, the "**Collateral**"), including, without limitation, all real and immovable property (including leasehold lands) now or hereafter owned or acquired by the Borrower.

The DIP Security shall be elevated by way of a Court-ordered super-priority charge (the "**DIP Charge**") over the Collateral, which shall rank in priority to any security interests, claims, trusts or deemed trusts (statutory or otherwise) without any other formality or requirement, such as without limitation under the *Personal Property Security Act* or registrations in land registration offices or otherwise.

Event of Default:

An Event of Default shall include, without limitation, the following:

- (a) The Borrower defaults in the payments of any amount due and payable to the DIP Lender (whether principal, interest or otherwise) pursuant to the Term Sheet;
- (b) Any representations and warranties made by the Borrower in this Term Sheet proves to be incorrect as of the date given;
- (c) The Borrower fails or neglects to observe or perform any term, covenant, condition or obligation contained or referred to in this Term Sheet or any other document or agreement between the Borrower and the DIP Lender;
- (d) The stay of proceedings for and by virtue of the NOI Proceedings expires without being extended, the NOI Proceedings are dismissed or terminated, or the Borrower becomes subject to a bankruptcy proceeding under the *Bankruptcy and Insolvency Act* or a receivership or similar insolvency proceeding;
- (e) The entry of an order staying, amending, reversing, vacating or otherwise modifying, in each case without the prior written consent of the DIP Lender, the DIP Loan, the DIP Charge or the DIP Order (as defined below) or any other order granted by the Court in the NOI Proceedings or;
- (f) The Borrower undertakes any actions with respect to its assets, business operations and/or capital structure which would, in the sole determination of the DIP Lender, have a material adverse effect on the

Borrower or the Collateral.

Upon the occurrence of an Event of Default, and in accordance with the notice terms of this Term Sheet, all indebtedness of the Borrower to the DIP Lender shall become immediately due and payable and the DIP Lender may take all steps necessary to enforce its security.

The DIP Lender shall also have the right to exercise all other customary remedies, including, without limitation, the right to enforce and realize on all Collateral.

Conditions Precedent to Fund:

The conditions precedent for making the DIP Loan available to the Borrower, include, without limitation:

- (a) the representations and warranties made by the Borrower in this Term Sheet being true and correct as of the date given;
- (b) no Event of Default has occurred; and
- (c) issuance of one or more orders by the Court (the "DIP Order"), satisfactory in form and substance to the DIP Lender in its sole discretion, approving the DIP Loan, granting the DIP Charge with the priority contemplated herein and authorizing the payment by the Borrower of all of the fees and expenses in respect of the DIP Loan and of any monies advanced by the DIP Lender to the Borrower on or after the date of filing of the NOI unless otherwise agreed to by the DIP Lender in its sole discretion.

Illegality:

In the event that it becomes illegal for the DIP Lender to lend or continue to lend, the DIP Lender will be repaid and/or the DIP Lender's commitment will be cancelled.

Taxation:

All payments of principal, interest and fees will be made free and clear of all present and future taxes, levies, duties or other deductions of any nature whatsoever, levied either now or at any future time.

Governing Law and Jurisdiction:

Laws of the Province of Nova Scotia and the federal laws of

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Canada applicable in the Province of Nova Scotia. The Borrower agrees to submit to the non-exclusive jurisdiction of the Court.

Amendments, Waivers, etc.:

No amendment or waiver of any provisions of this Term Sheet or consent to any departure by the Borrower from any provision thereof is effective unless it is in writing and signed by the DIP Lender (and in the case of amendments, the Borrower). Such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

Notices:

Any notice, request, consent, waiver or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or by direct electronic transmission, including email, pdf email or "DocuSign" to such person at its address set out on its signature page in this Term Sheet. Any such notice, request or other communication hereunder shall be concurrently sent to the Proposal Trustee and its counsel. Any such notice shall be deemed to be given and received when received, unless received after 5:00 Eastern Time or on a day other than a business day, in which case such notice, request, consent, waiver or other communication shall be deemed to be received on the next following business day.

Entire Agreement:

This Term Sheet constitutes the entire agreement between the parties hereto pertaining to the matters therein set forth and supersede and replace any prior understandings or arrangements pertaining to the DIP Loan. There are no warranties, representations, or agreements between the parties in connection with such matters except as specifically set forth or in this Term Sheet.


Signature:

This Term Sheet may be executed in any number of counterparts, each of which taken together shall constitute once and the same instrument. Any counterpart of this Term Sheet can be executed and delivered by any manner or direct electronic transmission including without limitation "pdf email" or "DocuSign", each of which shall be deemed to be an original hereof.

IN WITNESS WHEREOF the parties hereby execute this AMENDED Term Sheet as of 1 day of March, 2025.

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MOTRYX INC.

By: 

Title: CEO

Address: _____

E-Mail: niva@motryx.com

AEROCOM GBMH & CO.

By: _____

Title: _____

Address: _____

Email: _____

MOTRYX INC.

By: _____

Title: _____

Address: _____

E-Mail: _____



AEROCOM GBMH & CO.

By: Roland Pfitzer

Title: GM

Address: _____

Email: Roland.Pfitzer@aerocom.de