COURT FILE NUMBER	B303 389146	
COURT	COURT OF KING'S BENCH OF ALBERTA	Clerk's Stamp
JUDICIAL CENTRE	EDMONTON	
	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 ONSITE3D LTD., ONSITE3D INDUSTRIAL SERVICES LTD., and ONSITE3D DIGITAL SOLUTIONS LTD.	
DOCUMENT	**FIRST AFFIDAVIT OF KYLE PICKERING**	

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

OGILVIE LLP
Barristers & Solicitors
2800 Stantec Tower
10220 103 Avenue NW
Edmonton, AB T5J 0K4

Attention:	**Susy Trace / Kaitlynd Hiller**
Phone:	780.421.1818
Fax:	780.429.4453
Email:	Strace@ogilvielaw.com Khiller@ogilvielaw.com
File No.:	74349.1

I, KYLE PICKERING, of the City of Calgary, in the Province of Alberta, SWEAR AND SAY THAT:

1. I am a Director and the Chief Technology Officer of ONSITE3D Ltd., ONSITE3D Industrial Services Ltd., and ONSITE3D Digital Solutions Ltd. (each a "**Company**" and collectively, the "**Companies**" or **Onsite3D Group**"), and as such, I have personal knowledge of the facts and matters hereinafter deposed to, except where stated to be based on information and belief, and where so stated, I believe the same to be true.

2. I swear this Affidavit in support of the Companies' Application for a DIP Financing Approval Order (the "**Application**") seeking, among other things:

    (a) approving an interim lending term sheet for debtor-in-possession financing (the "**DIP Term Sheet**") to be entered into between the Companies and Turtle Island Engineering & Consulting Ltd. (the "**Interim Lender**"), and declaring that all present and after acquired personal property of the Company is subject to a security and charge (the "**Interim Lender's Charge**") in favour of the Interim Lender to secure the payment and performance of the Companies' indebtedness, liabilities and obligations under the DIP Term Sheet; and

(b) declaring that the Administration Charge granted in favour of the Companies' counsel and the Proposal Trustee and its counsel, and the Interim Lender's Charge (collectively, the "**BIA Charges**") are priority charges ranking ahead of any and all charges, security interests, liens, trusts, deemed trusts, and encumbrances against the Property, including liens and trusts created by federal and provincial legislation, and that the BIA Charges rank, as between themselves, in the following order of priority: (i) first, the Administration Charge; and (ii) second, the Interim Lender's Charge.

Background

3. ONSITE3D Ltd. ("**Onsite3D**"), ONSITE3D Industrial Services Ltd. ("**Onsite3D Industrial**"), and ONSITE3D Digital Solutions Ltd. ("**Onsite3D Digital**") are incorporated pursuant to the laws of the Province of Alberta.

4. Onsite3D Group is an Indigenous-owned business group recognized as a Certified Indigenous Business by the Canadian Council for Indigenous Business. Its business model combines engineering, construction, and procurement ("**EPC**") work, with the Onsite3D Group acting as an Indigenous prime contractor that can both manage projects and perform key technical work itself.

5. Prior to filing the NOIs, the Onsite3D Group was preparing for a business reorganization which was aimed at finding a buyer or partner for the Companies' manufacturing operations while focusing the Companies' future growth on its digital engineering operations.

6. The wind-down and attempted marketing and sale of the manufacturing platform has increased the cash burn of the Onsite3D Group significantly, as there has been no manufacturing revenue generated by Onsite3D Industrial, despite ongoing obligations to maintain physical assets and Lease obligations.

7. Although the Onsite3D Group continues to generate cash flow, this cash flow is insufficient to service its obligations.

Notice of Intention to Make a Proposal

8. On June 22, 2026, each of the Companies filed a Notice of Intention to make a Proposal ("**NOI**") pursuant to section 50.4 of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**") with the Office of the Superintendent of Bankruptcy. G. Chan & Associates Inc. was appointed as proposal trustee in each of the proceedings (the "**Proposal Trustee**").

9. On the application of the Companies, this Court granted an Order extending the stay of proceedings to September 5, 2026, granting an administration charge on the Companies' property in favour of the Companies' counsel and the fees of the Proposal Trustee and its counsel (the "**Administration Charge**"), and administratively consolidating the three estates into one proceeding under Court of King's Bench Action no. 24-3389146 (B303 389146) on July 9, 2026 (the "**First Extension Order**").

10. Since the NOI filing, the Companies have:

(a) worked cooperatively with the Proposal Trustee to manage cashflow;

(b) worked diligently with the Proposal Trustee and its legal counsel to identify and quantify creditor claims;

(c) solicited potential interim financing agreements with interim lenders;

(d) negotiated and entered into the DIP Term Sheet with the Interim Lender;

(e) hired a Chief Financial Officer;

(f) secured approval for new contracts which would generate value for the Estates; and

(g) acted and are continuing to act in good faith and with due diligence in completing the preliminary work and preparation with efforts to make proposals to their creditors.

Cash Flow Statement

11. The Companies, with the assistance of the Proposal Trustee, have each prepared a 13-week projected cash flow statement (collectively, the "**Cash Flow Statements**"), for the period commencing June 22, 2026 to September 18, 2026 in accordance with the requirements of the *BIA*. The Cash Flow Statement has been reviewed and signed by both myself and the Proposal Trustee.

12. Attached as **Exhibit "A"** to this Affidavit is a copy of the Cash Flow Statement of Onsite3D Ltd.;

13. Attached as **Exhibit "B"** to this Affidavit is a copy of the Cash Flow Statement of ONSITE3D Industrial;

14. Attached as **Exhibit "C"** to this Affidavit is a copy of the Cash Flow Statement of ONSITE3D Digital; and

15. The Cash Flow Statements are based on several key assumptions, including the material assumption that the Companies are able to obtain interim financing by the week ending July 17, 2026.

16. The Cash Flow Statement therefore projects that the Companies will be in a cash positive position only if interim financing is obtained by the week ending July 17, 2026.

Interim Financing

17. As the Cash Flow Statement demonstrates, the Companies' operating cash flows alone are insufficient to fund both its ongoing operations and the professional fees and costs associated with the proposal proceedings. Without access to interim financing, the Companies will be unable to sustain its operations and formulate a viable proposal, which would result in a bankruptcy that I believe would produce a significantly worse outcome for creditors.

18. The Companies have negotiated an interim lending term sheet with the Interim Lender (the "**DIP Term Sheet**") pursuant to which the Interim Lender has agreed to provide the Companies with debtor-in-possession financing to fund the Companies' operations and

working capital requirements during the proposal proceedings, as well as the professional fees and expenses incurred in connection therewith (the "**DIP Loan**"). Attached as **Exhibit "D"** to this Affidavit is a copy of the DIP Term Sheet.

19. The Interim Lender is a related entity to the Companies. Attached as **Exhibit "E"** is an Alberta Corporate Search of the Interim Lender dated July 20, 2026.

20. The DIP Loan is required for the Companies to be able to meet critical payroll obligations and remittances to the Canada Revenue Agency. Up to $150,000 has already been made available to the Companies in order to make these critical payments.

21. The financing provided under the DIP Term Sheet is necessary to bridge the Companies' projected cash flow deficit during the proposal proceedings and to ensure that the Companies have sufficient liquidity to: (i) continue its operations and meet post-filing obligations to essential suppliers, the Canada Revenue Agency, and employees; (ii) fund the professional fees and disbursements incurred by the Companies and the Proposal Trustee; and (iii) advance the formulation of a proposal for the benefit of the Companies' creditors. I believe the terms of the DIP Term Sheet are fair and reasonable in the circumstances and that the interim financing is in the best interests of the Companies and their stakeholders.

22. It is a condition of the DIP Term Sheet that the Interim Lender be granted a priority charge on the Companies' property, assets, rights and undertakings, real and personal, moveable or immovable, tangible and intangible, legal or equitable, of whatsoever nature and kind, wherever located, both present and future, and now or hereinafter owned or acquired (the "**Property**") to secure amounts advanced under the DIP Term Sheet. The Companies seek an Order declaring that the Property is subject to the Interim Lender's Charge in favour of Turtle Island Engineering & Consulting Ltd.

<u>Good Faith Efforts</u>

23. The Companies have acted and continue to act in good faith and with due diligence in completing the preliminary work and preparation necessary to formulate a proposal to their creditors, which efforts include negotiating and entering into the DIP Term Sheet.

<u>Priority of the BIA Charges</u>

24. The Companies seek a declaration from this Honourable Court that the BIA Charges against the Property rank in priority to all charges, security interests, liens, trusts, deemed trusts, and encumbrances against the Property, including liens and trusts created by federal and provincial legislation, and that the BIA Charges rank, as between themselves, in the following order of priority: (a) first, the Administration Charge; and (b) second, the Interim Lender's Charge.

25. The proposed priority ranking is necessary and appropriate in the circumstances. The Administration Charge is ranked first because the continued engagement of the administrative professionals is essential to the success of the proposal proceedings, and these professionals would be unable to continue providing their services without adequate security for their fees. The Interim Lender's Charge is ranked second, as the Interim Lender has required a priority charge as a condition of providing the DIP financing, and the Companies would be unable to fund its operations during the Stay Period without

access to this facility. The Proposal Trustee is supportive of the proposed priority ranking of the BIA Charges.

Creditor Support

26. It is my understanding that 1146991 Alberta Inc., a major secured creditor of the Onsite3D Group, is supportive of the DIP Term Sheet.

Conclusion

27. To the best of my knowledge, information and belief, no creditor of the Companies will be materially prejudiced if the Companies were granted:

    (a) approval of the DIP Term Sheet, the DIP Loan, and the Interim Lender's Charge in favour of Turtle Island Engineering & Consulting Ltd.; and

    (b) the proposed priority ranking of the BIA Charges.

28. I make this Affidavit in support of the Companies' Application for a DIP Financing Approval Order, the BIA Charges and the priority rankings requested in this Affidavit, and for no other or improper purpose.

SWORN BEFORE ME at the City of Edmonton, in the Province of Alberta, this 20th day of July, 2026	)	
A COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA	)	KYLE PICKERING

BIL, LINDSAY CAROL
A Commissioner for Oaths
in and for Alberta
My Commission expires November 10, 2026
Appointee No. 0771101

This is Exhibit "A" referred to in the Affidavit
of Kyle Pickering sworn before me on
July 20, 2026

A Commissioner for Oaths in and for the Province of Alberta

BIL, LINDSAY CAROL
A Commissioner for Oaths
in and for Alberta
My Commission expires November 10, 2026
Appointee No. 0771101

For the week ending, in CAD	Notes	Actual Week 1 26-Jun-26	Forecast Week 2 03-Jul-26	Forecast Week 3 10-Jul-26	Forecast Week 4 17-Jul-26	Forecast Week 5 24-Jul-26	Forecast Week 6 31-Jul-26	Forecast Week 7 07-Aug-26	Forecast Week 8 14-Aug-26	Forecast Week 9 21-Aug-26	Forecast Week 10 28-Aug-26	Forecast Week 11 04-Sep-26	Forecast Week 12 11-Sep-26	Forecast Week 13 18-Sep-26	Total
Opening cash balance	1, 7	-	20,441	124,395	1,717	111,868	43,613	41,407	78,508	78,036	8,857	153,014	55,822	32,537	-
Cash Receipts and inter-company transfers															
Collection of outstanding receivables	2	88,522	166,863	25,070	69,438	51,579	39,986	25,070	69,619	14,254	76,962	-	-	-	627,362
Collection of new revenue	2	-	-	-	-	133,700	220,100	118,600	149,500	203,000	363,600	183,000	209,000	234,200	1,814,700
Cash transfer (to)/from subsidiaries for payroll	3	(2,000)	-	(116,053)	(131,000)	(137,500)	-	(13,100)	(137,500)	-	(137,500)	-	(150,600)	-	(825,253)
		86,522	166,863	(90,983)	(61,562)	47,779	260,086	130,570	81,619	217,254	303,062	183,000	58,400	234,200	1,616,809
Cash Disbursements															
Operating Expenses															
Back wages	4	-	-	-	297,100	-	-	-	-	-	-	-	-	-	297,100
One-time expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Wages, salaries, and benefits	5	46,060	-	-	20,000	20,000	-	-	20,000	-	20,000	-	20,000	-	146,060
CRA		-	-	7,547	-	7,500	-	-	7,500	-	7,500	-	7,500	-	37,547
Office rent + Cleaning		-	14,000	-	-	-	1,000	13,000	-	-	-	14,000	-	-	42,000
WCB		-	-	-	-	1,900	-	-	-	1,900	-	-	-	-	3,800
Vehicle and equipment leases		2,530	-	-	27,700	-	-	18,000	-	9,800	-	18,000	-	9,800	85,830
Insurance		-	-	-	-	40,000	-	-	-	-	19,000	-	-	-	59,000
Soft./Equipment subs. & licenses		-	3,100	7,500	20,800	400	2,600	5,700	2,500	21,000	51,100	1,200	7,500	20,800	144,200
Phones and internet		-	2,800	800	-	1,000	1,800	1,100	-	-	1,600	2,300	-	-	11,400
Utilities		-	2,000	-	900	-	2,000	-	900	-	2,000	-	-	900	8,700
Fuel		1,642	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	6,400	3,200	3,200	43,242
Other expenses		14,744	31,600	12,600	18,800	15,000	15,000	18,700	15,100	18,800	15,000	3,700	15,100	18,800	212,944
		64,977	56,700	31,647	388,500	89,000	25,600	59,700	49,200	54,700	119,400	45,600	53,300	53,500	1,091,824
Other Disbursements															
GST		1,104	6,208	48	1,287	8,284	11,774	5,748	9,871	8,713	18,383	8,470	9,160	9,525	98,576
		1,104	6,208	48	1,287	8,284	11,774	5,748	9,871	8,713	18,383	8,470	9,160	9,525	98,576
Total operating disbursements		66,081	62,908	31,695	389,787	97,284	37,374	65,448	59,071	63,413	137,783	54,070	62,460	63,025	1,190,400
Professional Costs															
Company counsel legal fees		-	-	-	37,500	7,500	7,500	12,500	7,500	7,500	7,500	12,500	7,500	7,500	115,000
Strategic Advisor fees		-	-	-	6,000	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	17,250
Trustee fees		-	-	-	32,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	100,000
Trustee Counsel fees		-	-	-	12,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	35,000
Total Professional Costs		-	-	-	88,500	18,750	18,750	23,750	18,750	18,750	18,750	23,750	18,750	18,750	267,250
Net operating cash flow		20,441	103,955	(122,679)	(539,849)	(68,255)	203,962	41,371	3,798	135,091	146,529	105,180	(22,810)	152,425	159,159
Interim financing															
DIP term loan - advances	6	-	-	-	650,000	-	-	-	-	-	-	-	-	-	650,000
DIP term loan - repayment (principal and interest)		-	-	-	-	-	(206,168)	(4,270)	(4,270)	(204,270)	(2,372)	(202,372)	(474)	(50,474)	(674,671)
Net financing advances / (repayments)		-	-	-	650,000	-	(206,168)	(4,270)	(4,270)	(204,270)	(2,372)	(202,372)	(474)	(50,474)	(24,671)
Cash balance		20,441	124,395	1,717	111,868	43,613	41,407	78,508	78,036	8,857	153,014	55,822	32,537	134,488	134,488

This statement of projected cash-flow has been prepared in accordance with the provisions of the Bankruptcy and Insolvency Act and should be read in conjunction with the Notes to the Statement of Projected Cash-Flow and the Trustee's Report on the Statement of Projected Cash-Flow.

Dated at the Town of Sylvan Lake in the Province of Alberta, this 22nd day of June 2026,

Onsite3D Ltd.
Per:

Wade Eno

Wade Eno
Director

G. Chan & Associates Inc.
Per:
Signed by:

Garrett Chan

Garrett Chan, CIRP, LIT
President
8DD32DF7978049E...

Court/Estate No.: 24-3389146

In the Matter of the Notice of Intention to Make a Proposal of
Onsite3D Ltd.
(the "Company")

Notes to the Statement of Projected Cash Flow
For the 13-week period ending September 18, 2026

Purpose and Basis of Presentation of the Statement of Projected Cash-Flow

1 The Statement of Projected Cash-Flow has been prepared solely for the purposes of the proposal proceedings of the Company pursuant to the *Bankruptcy and Insolvency Act* and readers are cautioned that it may not be suitable for other purposes.

Hypothetical Assumptions

2 Collections are assumed to be collected from customers according to contracted timelines.

3 The Company is the parent company of Onsite3D Industrial Services Ltd. ("OS3D IS") and Onsite3D Digital Solutions Ltd. ("OS3D DS") (collectively, "Subsidiaries"). All contracts are at the Company level but the majority of employees are employed by the Subsidiaries and amounts are made available from the Company to fund payroll.

4 Wage expense arrears owed to employees to be paid to retain the Company's and Subsidiaries workforce.

5 Partial deferment of wages from week 3 to week 4 to bridge cash-flow until interim financing obtained. Assume that employees will remain.

6 Debtor-in-possession financing in the amount of $650,000 at 12% interest is assumed to be obtained to fund July's deficit after which the Company's cash-flow returns positive.

7 It is assumed that creditors take no steps to terminate the stay of proceedings.

Probable Assumptions

None.

This is Exhibit “B“ referred to in the Affidavit
of Kyle Pickering sworn before me on
July 20, 2026

A Commissioner for Oaths in and for the Province of Alberta

BIL, LINDSAY CAROL
A Commissioner for Oaths
in and for Alberta
My Commission expires November 10, 2026
Appointee No. 0771101

Estate/Court No. 24-3389147

In the Matter of the Notice of Intention to Make a Proposal of
Onsite3D Industrial Services Ltd.

Statement of Projected Cash Flow
For the 13-week period ending September 18, 2026

		Actual Week 1	Forecast Week 2	Forecast Week 3	Forecast Week 4	Forecast Week 5	Forecast Week 6	Forecast Week 7	Forecast Week 8	Forecast Week 9	Forecast Week 10	Forecast Week 11	Forecast Week 12	Forecast Week 13	
For the week ending, in CAD	**Notes**	**26-Jun-26**	**03-Jul-26**	**10-Jul-26**	**17-Jul-26**	**24-Jul-26**	**31-Jul-26**	**07-Aug-26**	**14-Aug-26**	**21-Aug-26**	**28-Aug-26**	**04-Sep-26**	**11-Sep-26**	**18-Sep-26**	**Total**
	1, 2														
Opening cash balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Receipts and inter-company transfers															
Collection of outstanding receivables		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collection of new revenue		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash transfer (to)/from parent co.	3	-	-	10,800	13,000	17,500	-	6,300	17,500	-	17,500	-	23,800	-	106,400
		-	-	10,800	13,000	17,500	-	6,300	17,500	-	17,500	-	23,800	-	106,400
Cash Disbursements															
Operating Expenses															
Back wages		-	-	-	-	-	-	-	-	-	-	-	-	-	-
One-time expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Wages, salaries, and benefits		-	-	-	13,000	13,000	-	-	13,000	-	13,000	-	13,000	-	65,000
CRA		-	-	4,500	-	4,500	-	-	4,500	-	4,500	-	4,500	-	22,500
Office rent + Cleaning		-	-	-	-	-	-	-	-	-	-	-	-	-	-
WCB		-	-	6,300	-	-	-	6,300	-	-	-	-	6,300	-	18,900
Vehicle and equipment leases		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Soft./Equipment subs. & licenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Phones and Internet		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fuel		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	10,800	13,000	17,500	-	6,300	17,500	-	17,500	-	23,800	-	106,400
Other Disbursements															
GST		-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total operating disbursements		-	-	10,800	13,000	17,500	-	6,300	17,500	-	17,500	-	23,800	-	106,400
Professional Costs															
Company counsel legal fees		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Strategic Advisor fees		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee fees		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Counsel fees		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Professional Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net cash flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interim financing															
DIP term loan - advances		-	-	-	-	-	-	-	-	-	-	-	-	-	
DIP term loan - repayment		-	-	-	-	-	-	-	-	-	-	-	-	-	
Net financing advances / (repayments)		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-

This statement of projected cash-flow has been prepared in accordance with the provisions of the Bankruptcy and Insolvency Act and should be read in conjunction with the Notes to the Statement of Projected Cash-Flow and the Trustee's Report on the Statement of Projected Cash-Flow.

Dated at the Town of Sylvan Lake in the Province of Alberta, this 22nd day of June 2026.

Onsite3D Industrial Services Ltd.
Per:

Wade Eno

Wade Eno
Director

G. Chan & Associates Inc.
Per: Signed by:

Garrett Chan

9D032DF7978049E...
President

Court/Estate No.: 24-3389147

In the Matter of the Notice of Intention to Make a Proposal of
Onsite3D Industrial Services Ltd.
(the "Company")

Notes to the Statement of Projected Cash Flow
For the 13-week period ending September 18, 2026

Purpose and Basis of Presentation of the Statement of Projected Cash-Flow

1 The Statement of Projected Cash-Flow has been prepared solely for the purposes of the proposal proceedings of the Company pursuant to the *Bankruptcy and Insolvency Act* and readers are cautioned that it may not be suitable for other purposes.

Hypothetical Assumptions

2 It is assumed that Onsite 3D Ltd., the Company's parent company is successful in obtaining interim financing.

3 All revenues, expenses, projections and planned cash flows are shown consolidated at Onsite3D Ltd., and only expenses related to payroll, contractor payments and WCB are paid from this entity.

Probable Assumptions

None.

This is Exhibit "C" referred to in the Affidavit
of Kyle Pickering sworn before me on
July 20, 2026

A Commissioner for Oaths in and for the Province of Alberta

BIL, LINDSAY CAROL
A Commissioner for Oaths
in and for Alberta
My Commission expires November 10, 2026
Appointee No. 0771101

Estate/Court No. 24-3389148

In the Matter of the Notice of Intention to Make a Proposal of
Onsite3D Digital Solutions Ltd.

Statement of Projected Cash Flow
For the 13-week period ending September 18, 2026

For the week ending, In CAD	Notes	*Actual* Week 1 26-Jun-26	*Forecast* Week 2 03-Jul-26	*Forecast* Week 3 10-Jul-26	*Forecast* Week 4 17-Jul-26	*Forecast* Week 5 24-Jul-26	*Forecast* Week 6 31-Jul-26	*Forecast* Week 7 07-Aug-26	*Forecast* Week 8 14-Aug-26	*Forecast* Week 9 21-Aug-26	*Forecast* Week 10 28-Aug-26	*Forecast* Week 11 04-Sep-26	*Forecast* Week 12 11-Sep-26	*Forecast* Week 13 18-Sep-26	Total
	1, 2														
Opening cash balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Receipts and inter-company transfers															
Collection of outstanding receivables		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Collection of new revenue		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash transfer (to)/from parent co.	3	2,000	-	105,253	118,000	120,000	-	6,800	120,000	-	120,000	-	126,800	-	718,853
		2,000	-	105,253	118,000	120,000	-	6,800	120,000	-	120,000	-	126,800	-	718,853
Cash Disbursements															
Operating Expenses															
Back wages		-	-	-	-	-	-	-	-	-	-	-	-	-	-
One-time expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Wages, salaries, and benefits		2,000	-	20,000	118,000	85,000	-	-	85,000	-	85,000	-	85,000	-	480,000
CRA		-	-	78,453	-	35,000	-	-	35,000	-	35,000	-	35,000	-	218,453
Office rent + Cleaning		-	-	-	-	-	-	-	-	-	-	-	-	-	-
WCB		-	-	6,800	-	-	-	6,800	-	-	-	-	6,800	-	20,400
Vehicle and equipment leases		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Soft./Equipment subs. & licenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Phones and Internet		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fuel		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other expenses		-	-	-	-	-	-	-	-	-	-	-	-	-	-
		2,000	-	105,253	118,000	120,000	-	6,800	120,000	-	120,000	-	126,800	-	718,853
Other Disbursements															
GST		-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total operating disbursements		2,000	-	105,253	118,000	120,000	-	6,800	120,000	-	120,000	-	126,800	-	718,853
Professional Costs															
Company counsel legal fees		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Strategic Advisor fees		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee fees		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Counsel fees		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Professional Costs		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net cash flow		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interim financing															
DIP term loan - advances		-	-	-	-	-	-	-	-	-	-	-	-	-	
DIP term loan - repayment		-	-	-	-	-	-	-	-	-	-	-	-	-	
Net financing advances / (repayments)		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash balance		-	-	-	-	-	-	-	-	-	-	-	-	-	-

This statement of projected cash-flow has been prepared in accordance with the provisions of the Bankruptcy and Insolvency Act and should be read in conjunction with the Notes to the Statement of Projected Cash-Flow and the Trustee's Report on the Statement of Projected Cash-Flow.

Dated at the Town of Sylvan Lake in the Province of Alberta, this 22nd day of June 2026.

Onsite3D Digital Solutions Ltd.
Per:

Wade Eno

Wade Eno
Director

G. Chan & Associates Inc.
~~Per:~~ Signed by:

Garrett Chan

8D032DE7B7B049E...
President

Court/Estate No.: 24-3389148

In the Matter of the Notice of Intention to Make a Proposal of
Onsite3D Digital Solutions Ltd.
(the "Company")

Notes to the Statement of Projected Cash Flow
For the 13-week period ending September 18, 2026

Purpose and Basis of Presentation of the Statement of Projected Cash-Flow

1 The Statement of Projected Cash-Flow has been prepared solely for the purposes of the proposal proceedings of the Company pursuant to the *Bankruptcy and Insolvency Act* and readers are cautioned that it may not be suitable for other purposes.

Hypothetical Assumptions

2 It is assumed that Onsite 3D Ltd., the Company's parent company is successful in obtaining interim financing.

3 All revenues, expenses, projections and planned cash flows are shown consolidated at Onsite3D Ltd., and only expenses related to payroll, contractor payments and WCB are paid from this entity.

Probable Assumptions

None.

This is Exhibit "D" referred to in the Affidavit
of Kyle Pickering sworn before me on
July 20, 2026

A Commissioner for Oaths in and for the Province of Alberta

BIL, LINDSAY CAROL
A Commissioner for Oaths
in and for Alberta
My Commission expires November 10, 2026
Appointee No. 0771101

DEBTOR-IN-POSSESSION FINANCING TERM SHEET

This term sheet (the "**DIP Term Sheet**") sets out the terms and conditions upon which Turtle Island Engineering & Consulting Ltd. will provide debtor-in-possession financing to the Borrower (as defined below) in consideration of the mutual covenants, terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Borrower:	ONSITE3D Ltd., ONSITE3D Industrial Services Ltd., and ONSITE3D Digital Solutions Ltd. (each, a "**Borrower**", and collectively, the "**Borrowers**").
DIP Lender:	Turtle Island Engineering & Consulting Ltd. (the "**DIP Lender**")
Proposal Trustee:	G. Chan & Associates in its capacity as proposal trustee (in such capacity, the "**Proposal Trustee**") in connection with the Borrowers' proceedings (the "**BIA Proceedings**") under the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") commenced by a Notice of Intention to Make a Proposal filed on June 22, 2026.
Type of DIP Loan:	A term loan facility providing for advances of up to a maximum aggregate amount of CDN $1,000,000 (the "**DIP Loan**") to be made available to the Borrowers with the agreement of the Proposal Trustee, subject to and in accordance with the terms herein. Funds shall be advanced to the Borrowers from time to time as needed based on the Borrowers' cash-flow requirements upon the request of the Borrowers, to be approved by the Lender in its sole discretion, subject to the applicable DIP approval mechanisms, satisfaction of the conditions precedent set out herein, and no Event of Default (as defined below) having occurred and being continuing.
Availability:	Subject to the fulfillment of the applicable conditions precedent to the availability of the DIP Loan set out herein, and provided that no Event of Default (as defined below) has occurred and is then continuing, advances of the DIP Loan shall be made by the DIP Lender to the Borrowers in two installments as follows: (a) $150,000 (the "**First Installment**"), to be made available by no later than July 20, 2026, for the purpose of funding critical payments such as Canada Revenue Agency remittances and employee payroll; and (b) the remaining $850,000 (the "**Second Installment**"), to be made available upon Court approval of the DIP Loan, DIP Term Sheet, and DIP Charge (as defined below), to be advanced from time to time, as needed, based on the Borrower's cash-flow requirements and the applicable DIP approval mechanics.
Purpose, Use of Proceeds:	The proceeds of the DIP Loan will be used by the Borrowers to fund the cash flow requirements of the Borrowers on a going concern basis in the normal course of operations throughout the NOI proposal process under the BIA, provided that the same is, unless approved in writing by the DIP Lender and the Proposal Trustee, not on account of a liability that existed as of June 22, 2026, including for avoidance of doubt but without limitation any unremitted statutory remittances existing as of June 22, 2026.

Closing Date:	On or before July 20, 2026 unless otherwise agreed by the Borrowers and the DIP Lender (the "**Closing Date**").
Termination Date:	The maturity of the DIP Loan (the "**Termination Date**") shall be the earliest of: (a) December 22, 2026; (b) the effective date of any merger, amalgamation, consolidation, arrangement, reorganization, recapitalization, sale or any other transaction affecting all or a material part of the Borrowers' assets or operations or resulting in the change of ownership or control of the Borrowers confirmed by the Court of King's Bench of Alberta (the "**Court**") and satisfactory to the DIP Lender (any of the foregoing being a "**Transaction**"); (c) the date on which the stay of proceedings expires without being extended or the date on which the BIA Proceedings are dismissed or terminated or the date on which the Borrowers becomes bankrupt or the stay of proceedings is lifted to allow the filing of a bankruptcy or receivership application or similar insolvency proceeding; 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 (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 DIP Term sheet shall be payable in full on the Termination Date.
Interest Rates:	All amounts advanced and outstanding under the DIP Loan will bear interest at a rate of 16% per annum, calculated on the daily balance outstanding under the DIP Loan from time to time.
Repayment:	Unless otherwise repaid as contemplated herein, the DIP Loan shall be due, owing, payable and repaid as the Termination Date without further notice, protest, demand or other act on the part of the DIP Lender.
Mandatory Prepayments:	The DIP Loan shall be repaid in full from the net proceeds of any Transaction involving the Borrower(s).
Representations and Warranties:	The Borrowers represent and warrant to the DIP Lender as of the date hereof, and as of the date of each advance under the DIP Loan, that: (a) the Borrowers are organized, 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 the DIP Term Sheet has been duly authorized by all actions, if any, required on the part of the Borrowers and its directors, and constitutes a legal, valid and binding obligation of the Borrowers 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; and (c) the Approved Cash Flows represent the Borrowers' best estimate as at each applicable date of the likely results of the operations of the Borrowers during the period applicable thereto and, to the Borrowers' knowledge, such results are achievable as provided therein.
Covenants:	The Borrowers covenant and agree that: (a) the Borrowers shall pay all amounts and satisfy all obligations in respect of the DIP Loan; (b) the Borrowers shall not make or permit to be made any payment on account of obligations owing as at June 22, 2026 without the prior consent of the Proposal Trustee and the DIP Lender or pursuant to an order of the Court; (c) the Borrowers shall not undertake any actions with respect to its assets, business operations and/or capital structure which would, in the reasonable determination of the DIP Lender, have a material adverse effect on the Borrowers or the Collateral (as defined below); (d) the Borrowers shall not incur any indebtedness, including the giving of guarantees, other than indebtedness specifically contemplated herein or permitted in writing by the DIP Lender; (e) the Borrowers shall not incur, create, assume or suffer to exist any lien, charge, security interest or other encumbrance on any of the Collateral now owned or hereafter acquired other than: (i) those encumbrances existing as of June 22, 2026, (ii) permitted by the DIP Lender, acting reasonably, (iii) the DIP Charge, and (iv) the Administration Charge, in each case, to be granted by the Court; (f) the Borrowers shall not enter into any Transaction without the prior written consent of the DIP Lender; (g) without the prior written consent of the DIP Lender, the Borrowers 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 issued and outstanding shares or other equity interests, or (ii) grant any loans; (h) the Borrowers shall not sell any of its assets outside of the ordinary course of business without the prior written consent of the DIP Lender; (i) the Borrowers shall ensure that its senior management team and advisors are available to meet and respond to enquiries and information requests from the Proposal Trustee and the DIP Lender and their advisors as may be reasonably required, and in any event no less frequently than once per week, and to provide them with updates as may be required by the DIP Lender or the Proposal Trustee;

	(j) the Borrowers shall promptly pay all expenses of the DIP Lender in connection with the DIP Term Sheet and DIP Loan, including all legal and advisory fees and expenses on a solicitor and client full indemnity basis; and (k) the Borrowers shall provide such other information that the DIP Lender may reasonably request in relation to the BIA Proceedings, the Collateral, or the DIP Loan generally.
Security:	As continuing security (the "**DIP Security**") for the prompt payment of all amounts payable by the Borrowers to the DIP Lender under the DIP Term Sheet and as continuing security for the due and punctual performance by the Borrowers of their existing and future obligations pursuant to the DIP Term Sheet (the "**DIP Obligations**"), the Borrowers hereby grant, convey, assign, transfer, mortgage and charge as and by way of a fixed and specific security interest, mortgage and charge, to and in favour of the DIP Lender, all of their property, assets, rights and undertakings, real and personal, moveable or immovable, tangible and intangible, legal or equitable, of whatsoever nature and kind, wherever located, both present and future, and now or hereinafter owned or acquired (collectively, the "**Collateral**"). The DIP Security shall be elevated by way of a Court-ordered super-priority charge (the "**DIP Charge**"), securing all amounts advanced under the DIP Loan, which DIP Charge shall rank in priority on the Collateral in priority to any security interests, claims, or deemed trusts (statutory or otherwise) but subordinated to the Administration Charge, without any other formality or requirement, such as without limitation under the *Personal Property Security Act* (Alberta) or registrations in land registration office(s) or otherwise.
Events of Default:	Each of the following shall constitute an "**Event of Default**": (a) the Borrower(s) default in the payment of any amount due and payable to the DIP Lender (whether of principal, interest or otherwise) pursuant to this DIP Term Sheet; (b) any representations and warranties made by the Borrowers in the DIP Term Sheet proves to be incorrect as of the date given; (c) the Borrowers fail or neglect to observe or perform any term, covenant, condition or obligation contained or referred to in the DIP Term Sheet or any other document between the Borrowers and the DIP Lender; (d) the stay of proceedings expires without being extended or the BIA Proceedings being dismissed or terminated or the Borrowers becoming subject to a proceeding in bankruptcy or receivership or similar insolvency proceeding; (e) the entry of an order staying, amending, reversing, vacating or otherwise modifying or having a material adverse effect with respect to, in each case without the prior written consent of the DIP Lender, the DIP Loan or the DIP Charge; (f) the Borrowers undertake any actions with respect to its assets, business operations and/or capital structure which would, in the reasonable determination of the DIP Lender, have a material adverse effect on the Borrowers or the Collateral;

	(g) if the Borrower makes any payments of any kind not permitted by this DIP Term Sheet, including any payment on account of a liability that existed as of June 22, 2026 without the prior consent of the Proposal Trustee and the DIP Lender; and (h) the occurrence of any other event or circumstance that has, or could reasonably be expected to have, a material adverse effect on the Borrower or on the Collateral, as determined by the DIP Lender or the Proposal Trustee, each acting reasonably. Upon the occurrence of an Event of Default, without any notice, protest, demand or other act on the part of the DIP Lender, all indebtedness of the Borrower to the DIP Lender shall become immediately due and payable and the DIP Lender shall be able to 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 any or all of the Collateral, in each case, upon providing five (5) business days prior written notice to the Borrower and the Proposal Trustee, without the necessity of obtaining further relief or an order from the Court.
Conditions Precedent to First Installment:	The conditions precedent to the First Installment being made available under this DIP Term Sheet are: (a) the representations and warranties made by the Borrowers in this DIP Term Sheet being true and correct as of the date given; and (b) the DIP Term Sheet being executed by all parties.
Conditions Precedent to Second Installment:	The conditions precedent to the Second Installment being made available under this DIP Term Sheet are: (a) the representations and warranties made by the Borrowers in this DIP Term Sheet being true and correct as of the date given; (b) the issuance of a Court order approving the DIP Loan, the DIP Term Sheet, and granting the DIP Charge in favour of the DIP Lender securing all amounts advanced under the DIP Loan (the "**DIP Order**"); and (c) no Event of Default having occurred and being continuing.
Waiver of Conditions Precedent to Second Installment:	Notwithstanding any other provision of this DIP Term Sheet, if the Court exercises its discretion not to grant the DIP Charge in respect of, or otherwise declines to extend the priority of the DIP Charge to, the First Installment, the DIP Lender may, in its sole discretion, elect to waive that condition precedent and make available the Second Installment to the Borrowers. For greater certainty, the DIP Lender's election to make available the Second Installment in these circumstances shall not constitute a waiver of any of its rights in respect of the First Installment, or any other Collateral, and shall not be construed as an amendment to, or waiver of, any condition precedent to the making of the Second Installment except as expressly set out herein.
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, Jurisdiction:	Laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta. The Borrower agrees to submit to the exclusive jurisdiction of the court of the Province of Alberta.

IN WITNESS HEREOF, the parties hereby execute this DIP Term Sheet as of July 20, 2026.

ONSITE3D LTD.

Per: ______________________________
Name: Kyle Pickering
Title: Director
(I have authority to bind the corporation)

ONSITE3D INDUSTRIAL SERVICES LTD.

Per: ______________________________
Name: Kyle Pickering
Title: Director
(I have authority to bind the corporation)

ONSITE3D DIGITAL SOLUTIONS LTD.

Per: ______________________________
Name: Kyle Pickering
Title: Director
(I have authority to bind the corporation)

TURTLE ISLAND ENGINEERING & CONSULTING LTD.

Per: Wade Eno
Name: Wade Tyler Eno
Title: Director
(I have authority to bind the corporation)

This is Exhibit "E" referred to in the Affidavit
of Kyle Pickering sworn before me on
July 20, 2026

A Commissioner for Oaths in and for the Province of Alberta

BIL, LINDSAY CAROL
A Commissioner for Oaths
in and for Alberta
My Commission expires November 10, 2026
Appointee No. 0771101

Government of Alberta

Corporation/Non-Profit Search

Corporate Registration System

Date of Search:	2026/07/17
Time of Search:	03:28 PM
Search provided by:	OGILVIE LLP, Edmonton
Service Request Number:	47681346
Customer Reference Number:	74349.1 ST/KH

Corporate Access Number: 2028300040
Business Number: 705117836
Legal Entity Name: TURTLE ISLAND ENGINEERING & CONSULTING LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2026/06/23 YYYY/MM/DD

Registered Office:
Street: 291 BRACEWOOD RD SW
City: CALGARY
Province: ALBERTA
Postal Code: T2W3C2

Records Address:
Street: 291 BRACEWOOD RD SW
City: CALGARY
Province: ALBERTA
Postal Code: T2W3C2

Email Address: CHERRINGTON@AZPERLEGAL.COM

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
HERRINGTON	CHRISTINE		AZPERLEGAL SERVICES INC.	291 BRACEWOOD RD SW	CALGARY	ALBERTA	T2W3C2	CHERRINGTON@AZPERLEGAL.COM

Directors:

Last Name: ENO
First Name: WADE
Middle Name: TYLER CHARLES
Street/Box Number: 36 WILKINSON CIRCLE
City: SYLVAN LAKE
Province: ALBERTA
Postal Code: T4S0W4

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: PLEASE SEE SCHEDULE "A" ATTACHED
Share Transfers Restrictions: PLEASE SEE SCHEDULE "B" ATTACHED
Min Number Of Directors: 1
Max Number Of Directors: 10

Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: PLEASE SEE SCHEDULE "C" ATTACHED

Other Information:

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2026/06/23	Incorporate Alberta Corporation
2026/06/23	Update Business Number Legal Entity

Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2026/06/23
Restrictions on Share Transfers	ELECTRONIC	2026/06/23
Other Rules or Provisions	ELECTRONIC	2026/06/23

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.