

COURT FILE NUMBER BK01-095558
BK01-095559

Clerk's Stamp

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

DOCUMENT **AFFIDAVIT OF MARK DICKINSON**

ADDRESS FOR SERVICE **OSLER, HOSKIN & HARCOURT LLP**
AND CONTACT Suite 2700, Brookfield Place
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Matter: 1269907

**AFFIDAVIT OF MARK DICKINSON
SWORN ON SEPTEMBER 17, 2025**

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

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

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

2. As such, I have personal knowledge of the matters to which I swear in this Affidavit, except where stated to be based on information and belief, in which case I believe such information to be true. I am authorized by the Applicants to swear this Affidavit.

3. Capitalized terms used but not otherwise defined in this Affidavit have the meanings given to such terms in the APA.

4. I swear this Affidavit in support of an application by the Applicants for:

(a) an Order (the “SAVO”):

(i) approving the asset purchase agreement (as may be amended in accordance with the terms of the SAVO, the “APA”) dated as of September 17, 2025 between ATTAbotics and Lafayette Systems, Inc. (“Lafayette”) or its assignee in accordance with the APA (the “Purchaser”) and the sale transaction contemplated therein (the “Transaction”), and authorizing and directing ATTAbotics to complete the Transaction in accordance with the terms of the APA;

(ii) following delivery of the Proposal Trustee’s Certificate substantially in the form attached as Schedule “A” to the proposed SAVO, vesting in the Purchaser all of ATTAbotics’ right, title and interest in and to the Purchased Assets free and clear of all Encumbrances (as defined in the SAVO); and

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- (iii) granting certain releases with respect to certain current and former directors, and officers, and current management and employees, of the Applicants (or either of them), from all Released Claims (as defined in the SAVO); and
- (b) an Order (the “**Restricted Court Access Order**”) sealing Confidential Exhibits “F” and “H” hereto until the earlier of the closing of the Transaction (as evidenced by delivery of the Proposal Trustee’s Certificate) or further Order of this Honourable Court; and
- (c) such further and other relief as counsel may request and this Honourable Court may grant.

Overview of these NOI Proceedings and the Applicants’ Activities

5. On July 2, 2025, the Applicants filed Notices of Intention to Make a Proposal with the Office of the Superintendent of Bankruptcy Canada pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act* (“**BIA**”) in estate nos. 25-095558 and 25-095559 (the “**NOI Proceedings**”). Richter Inc. was appointed proposal trustee in the NOI Proceedings (the “**Proposal Trustee**”). Further information regarding the Applicants, the reasons leading to the NOI Proceedings and the Applicants’ intentions for the NOI Proceedings is discussed in the Affidavit of Edna Conway, sworn July 3, 2025 (the “**Conway Affidavit**”), a copy of which is attached hereto (without exhibits) as **Exhibit “A”**.

6. On July 4, 2025, the Honourable Justice Gill granted an Order (the “**July 4 Order**”) which, among other things: (a) procedurally consolidated the NOI Proceedings into one estate; (b) granted an Administration Charge in an amount not to exceed \$300,000; (c) granted a D&O Charge in an amount not to exceed \$200,000; (d) approved the Interim Facility pursuant to an Interim Financing

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Term Sheet in an amount up to \$1.5 million and granted an Interim Lender's Charge to secure all obligations of the Applicants with respect thereto; and (e) approved a key employee retention plan ("**KERP**") and granted a KERP Charge to secure any payments to Key Employees under the KERP in an amount not to exceed \$90,000. A copy of the July 4 Order is attached as **Exhibit "B"**.

7. On July 29, 2025, the Honourable Justice Jeffrey granted an Order (the "**July 29 Order**") which, among other things: (a) extended the time within which the Applicants are required to file a proposal to September 15, 2025; (b) approved a second KERP and increased the KERP Charge to the aggregate amount of \$221,921; (c) approved a sale and investment solicitation process (the "**SISP**"); and (d) approved an Amended and Restated Interim Financing Term Sheet which, among other things, increased the Interim Facility from \$1.5 million to \$3.5 million. A copy of the July 29 Order is attached hereto as **Exhibit "C"**.

8. On September 8, 2025, the Honourable Justice Johnston granted an Order (the "**September 8 Order**") extending the time within which the Applicants are required to file a proposal to October 30, 2025. A copy of the September 8 Order is attached hereto as **Exhibit "D"**.

The Sale and Investment Solicitation Process

9. The Transaction is the culmination of both an informal solicitation process and a Court-approved sale and solicitation process ("**SISP**") undertaken by the Applicants, in consultation with the Proposal Trustee, since the filing of these NOI Proceedings on July 2, 2025.

10. As discussed further in the Affidavit of Michael Saitow, sworn July 21, 2025 (a copy of which is attached without exhibits as **Exhibit "E"** hereto), following commencement of the NOI Proceedings, the Applicants and the Proposal Trustee undertook a targeted solicitation process to

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identify parties potentially interested in pursuing a transaction for the assets or business of the Applicants or an investment in ATTAbotics. In furtherance of such solicitation process, the Applicants and the Proposal Trustee:

- (a) prepared a list of 204 parties identified as potentially having an interest in a transaction involving the business or assets of the Applicants and established a data room containing diligence information for purposes of the solicitation process;
- (b) contacted all potentially interested parties in writing to invite them to participate in the solicitation process and provide them with a teaser letter and a form of non-disclosure agreement (“NDA”);
- (c) negotiated and executed 41 NDAs with interested parties; and
- (d) facilitated access to the data room for parties that executed the NDAs, updated the data room as additional due diligence information was requested by interested parties, responded to numerous due diligence requests, and attended management meetings with interested parties.

11. Non-binding expressions of interest were received by the Proposal Trustee in the solicitation process on July 25, 2025 and, based on the volume, scope and details of such expressions of interest, the Applicants and Proposal Trustee structured a single-phase SISP to canvass binding bids and establish a process for selection of the successful bid. The SISP was approved by this Honourable Court in the July 29 Order.

12. Since the July 29 Order was granted, the Applicants and the Proposal Trustee administered the SISP in accordance with its terms, including advising all 204 originally contacted parties about

the SISP and facilitating ongoing due diligence, site tours, management meetings and the provision of additional information for those interested parties engaged in the SISP process. In accordance with the SISP, Bids (as defined in the SISP) were required to be received by the Proposal Trustee on or before 12:00 p.m. (Calgary time) on August 21, 2025 (the “**Bid Deadline**”).

13. On the Bid Deadline, the Proposal Trustee received six bids. A summary of all Bids received in the SISP is attached hereto as **Confidential Exhibit “F”**.

14. Following receipt of Bids on the Bid Deadline, the Proposal Trustee, supported by the Applicants, worked extensively with Bidders to clarify the terms of their respective Bids and canvass improvements, where possible, to the terms of leading Bids to increase value, minimize closing risk and ensure implementability of the Transaction within the NOI Proceedings. Upon conclusion of such discussions, and in consultation with the Proposal Trustee, Export Development Canada (“**EDC**”) as interim lender and senior secured creditor over substantially all assets of the Applicants, and Business Development Bank of Canada (“**BDC**”) as senior secured creditor over a subset of ATTABotics’ equipment, the Applicants selected the Bid submitted by Lafayette as the Successful Bid pursuant to the SISP as providing the highest and otherwise best value to ATTABotics and its stakeholders.

15. A summary of the key terms of the Transaction is outlined below. A copy of the APA with commercially sensitive information relating to the purchase price redacted is attached hereto as **Exhibit “G”**. An unredacted copy of the APA is attached hereto as **Confidential Exhibit “H”**.

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The Transaction

16. The APA provides for the sale of substantially all of the assets ATTAbotics, as follows (collectively, the “**Purchased Assets**”):

- (a) all inventories of ATTAbotics on the Closing Date, including all finished goods, products being manufactured, raw materials, ingredients, packaging material, production and shipping supplies, spare parts, maintenance items and advertising materials, in each case, on hand, in transit, ordered but not delivered, warehoused or wherever situated;
- (b) all vehicles of ATTAbotics, including automobiles, trucks, left trucks, hitches and road trailers;
- (c) all equipment of ATTAbotics, including machinery, tools, molds, material handling equipment, storage shelves, shop manuals and office equipment, accessories and prototypes that are generally used or that may serve some use in or be related to the operation of the Business;
- (d) all computer equipment of ATTAbotics, including computer and office technology materials and equipment, servers, photocopiers, printers and hard drives;
- (e) all leasehold improvements, capital assets and tangible, movable or personal property, materials, fixtures and furniture that belong to ATTAbotics;
- (f) all patents, patent applications, software, industrial designs, industrial design applications, trade-marks, service marks, trade-mark and service mark applications,

trade-mark and service mark registrations, trade names, domain names and social media identifiers copyrights and neighbouring rights of ATTAbotics relating to the Business;

- (g) all Permits held by ATTAbotics and identified on Schedule 1.1.72 to the APA; and
- (h) all goodwill and customers attaching exclusively to ATTAbotics' business, including the following intangible rights: (i) the list of all products sold by ATTAbotics in the course of carrying on the Business; (ii) the list of ATTAbotics' major suppliers; (iii) the list of ATTAbotics' clients and customers; (iv) the tradename "ATTAbotics" and any other names under which ATTAbotics has carried on business, whether registered or unregistered, and (v) the exclusive right of the Purchaser to represent itself as carrying on the Business in succession to ATTAbotics.

17. The APA permits the Purchaser until two business days prior to closing to request that specific assets be redesignated as "Excluded Assets" or "Purchased Assets" under the APA by delivering a written request to the Proposal Trustee. With respect to "Excluded Assets", the Proposal Trustee must promptly review and, in consultation with ATTAbotics and the Purchaser, implement any such exclusions. No designation by the Purchaser of assets as "Excluded Assets" will result in any adjustment to the Purchase Price under the APA.

18. With respect to "Purchased Assets", such redesignation may be implemented with the consent of ATTAbotics and the Proposal Trustee, each acting reasonably. The Purchaser will be responsible for Cure Costs payable, if any, in respect of any redesignation of assets as "Purchased Assets". Cure Costs are defined as all amounts necessary to cure any monetary defaults as a

condition to assuming any written agreement or contract (other than those monetary defaults arising only by reason of ATTAbotics' insolvency, the commencement of the NOI Proceedings, or the failure to perform a non-monetary obligation).

19. The Purchase Price under the APA is comprised of a cash component and the assumption of all Assumed Liabilities, including: (a) all of the Vendor'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; (d) all Cure Costs assumed by the Purchaser under the APA; and (e) all liabilities and obligations of or expressly assumed by the Purchaser pursuant to section 5.8 of the APA (i.e. certain defined obligations relating to any employees of ATTAbotics who are offered, and accept, employment with the Purchaser).

20. In addition to the foregoing Purchase Price, the Purchaser has agreed as part of the Transaction to provide certain non-cash consideration to ATTAbotics, including revenue royalties and a share of any gains that may be realized by the Purchaser in a future sale of the ATTAbotics' business. Execution of a Deferred Payment Agreement operationalizing such non-cash consideration is a closing condition in the APA. Specific details regarding the royalty and gain sharing is detailed in Confidential Exhibit "F".

21. The Transaction is on an "as is, where is" basis.

22. The APA includes the following conditions to closing of the Transaction: (a) the Court granting the proposed SAVO and the SAVO becoming final and executory; (b) the Deferred

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Payment Agreement being in force and effect; and (c) the entirety of the cash portion of the Purchase Price being received by the Proposal Trustee.

23. ATTAbotics and the Purchaser agreed in the APA to cooperate with each other and use commercially reasonable efforts to close the Transaction by September 30, 2025, or any later date as the Parties may mutually agree. The Outside Date for closing of the Transaction is September 30, 2025, or any later date as the Parties may mutually agree with the consent of EDC (as interim lender).

24. While both Applicants are debtors in possession within these NOI Proceedings, only ATTAbotics (not ATTAbotics US) is party to the APA. As discussed further in the Conway Affidavit, ATTAbotics US employed all United States-based employees (most of whom were focused on business development and sales within the United States), however all assets of the Applicants (other than a U.S. dollar bank account/trust account) are owned, and all the Applicants' corporate functions are administered, by ATTAbotics. Accordingly, as ATTAbotics US has no interest in any of the Purchased Assets, it is not a party to the APA.

Approval and Vesting Order

25. The Applicants request that the proposed SAVO be granted by this Honourable Court approving the APA and the Transaction contemplated therein. The Transaction is the best executable transaction available to the Applicants in the circumstances of these NOI Proceedings. It was subjected to a thorough canvassing of the market pursuant to both the solicitation process undertaken by the Applicants following commencement of these NOI Proceedings and the SISP approved by the Court. The Transaction with the Purchaser will provide the following benefits to ATTAbotics and its stakeholders:

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- (a) it provides the highest and best value for ATTAbotics' assets identified in the solicitation process and the SISP;
- (b) it provides potential long-term value through the non-cash consideration (i.e. the royalty and gain sharing) for ATTAbotics' secured lenders (i.e. EDC and BDC);
- (c) it provides the Purchaser the option to offer employment to ATTAbotics current and former employees and, if such employment is accepted, the Purchaser has agreed to recognize all employment service of such employees with ATTAbotics for all statutory purposes and common law entitlements, including for the purpose of vacation entitlement, termination notice, severance pay, common law notice, or pay in lieu of notice on termination of employment with the Purchaser. The Purchaser has also agreed, to the extent permitted, to waive all pre-existing condition exclusions, actively-at-work requirements and waiting periods under all benefit plans for such employees; and
- (d) it results in a sale of substantially all of ATTAbotics' assets, including all of its intellectual property, thereby permitting its technology to continue with the potential for true commercialization and value realization.

26. I understand that the Applicants' application for approval of the APA and the Transactions contemplated therein is supported by the Proposal Trustee and EDC as interim lender and senior secured creditor with respect to substantially all of the Applicants' assets.

27. In addition to the approval of the APA and the Transaction, the proposed SAVO grants certain releases with respect to the Directors of the Applicants as at the filing of the NOI

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Proceedings and current management and employees of the Applicants (collectively, the **"Released Parties"**) from Released Claims. "Released Claims" are defined in the proposed SAVO to include: (a) these NOI Proceedings; and (b) the APA, the Transaction, any agreement, document, instrument, matter or transaction involving the Applicants arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Transaction (collectively, subject to the excluded matters, the **"Released Claims"**). The Released Claims specifically exclude any claim that is not permitted to be released pursuant to section 50(14) of the BIA and any claim with respect to any act or omission that is determined by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence.

28. Importantly, the releases sought by the Applicants have been crafted as narrowly as possible to only those individuals who were necessary and essential to the Applicants' efforts to realize a sale of all or substantially all of the Applicants' assets or business that maximizes value for the Applicants' stakeholders. As discussed further in the Conway Affidavit, immediately prior to commencement of these NOI Proceedings, the Applicants terminated the employment of 192 employees, leaving a skeleton crew of only 11 employees. Three employees departed shortly thereafter. The 8 individuals that remained employed with the Applicants throughout these NOI Proceedings have successfully navigated the Applicants (with the assistance of the Proposal Trustee) through the NOI Proceedings and to the Transaction. The Transaction is, in significant part, a result of their efforts. The Applicants according are seeking a release of the Released Claims with respect to these 8 individuals.

29. With respect to the Directors, the 3 Directors of the Applicants at commencement of these NOI Proceedings were instrumental in the Applicants' filing of the NOI Proceedings and administration of the NOI Proceedings during the turbulent first month of maintaining basic

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corporate functions with a massively scaled down workforce while administering the solicitation process and advancing the NOI Proceedings. While all 3 Directors resigned on August 1, 2025 following successful completion of the solicitation process and commencement of the SISP, their efforts were necessary and essential to these NOI Proceedings and the Transaction. Accordingly, the Applicants request that the 3 Directors of the Applicants at commencement of the NOI Proceedings also be released from the Released Claims which, together with the current management and employees, will result in a release of 11 key individuals.

Necessity of a Restricted Court Access Order

30. The Applicants seek an order directing the sealing of Confidential Exhibits "F" and "H" (the "**Confidential Exhibits**"). The Confidential Exhibits include commercially sensitive information relating to the Transaction, including the Purchase Price and non-cash consideration. If the Transaction is not completed, the Applicants may wish to re-open discussions with one or more Bidder(s) who submitted Bid(s) within the SISP. It would be extremely detrimental to such future negotiations if the information contained in the Confidential Exhibits was made available to the general public at this time.

31. The Restricted Court Access Order is necessary due to the risk that the public disclosure of the information contained in the Confidential Exhibits could cause irreparable prejudice to the Applicants and their stakeholders if the Transaction does not close. There are no reasonable alternative measures, and the benefits of the Restricted Court Access Order outweigh any negative effects on the interests of the public.


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32. Unsealing of the Confidential Exhibits is proposed to occur upon the earlier of: (i) the filing of the Proposal Trustee's certificate confirming that the Transaction has closed; and (ii) further Order of this Honourable Court.

33. I am advised by Elena Pratt, legal assistant at Osler, Hoskin & Harcourt LLP ("Osler"), counsel to the Applicants in these NOI Proceedings, that the required "Notice to Media of Application to Restrict Access" was submitted by Osler on September 10, 2025.

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

SWORN BEFORE ME at Calgary, Alberta, by two-way videoconferencing with the deponent this 17th day of September 2025. I certify that Mark Dickinson satisfied me that he was a person entitled to swear.



Commissioner for Taking Affidavits in and for
the Province of Alberta

Mark Dickinson

Homa Aminnejad
Barrister & Solicitor

Homa Aminnejad

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This is **Exhibit "A"** to the Affidavit of Mark Dickinson
sworn before me this 17th day of September 2025.

A handwritten signature in black ink, appearing to read 'Homa Aminnejad', written over a horizontal line.

Notary Public/Commissioner for Oaths in and for Alberta

Homa Aminnejad
Barrister & Solicitor

Handwritten initials 'HA' in black ink at the bottom right corner of the page.

COURT FILE NUMBER 25-095558 **BK01-095558**
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COURT COURT OF KING'S BENCH OF ALBERTA

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

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 Email: mwasserman@osler.com / epaplawski@osler.com
 Matter: 1269907

AFFIDAVIT OF EDNA CONWAY
SWORN ON JULY 3, 2025

I, Edna Conway, of the Town of Merrimack, in the County of Hillsborough, in the State of
 New Hampshire, **MAKE OATH AND SAY:**

1. I am the Chair of the Board of Directors of ATTAbotics Inc. (“ATTAbotics”) and ATTAbotics (US), Corp. (“ATTAbotics US” and together with ATTAbotics, the “Applicants”). I have been a member of the Board of Directors of the Applicants since February 2022. I am an attorney and business executive with more than 40 years of experience. I hold a bachelor of arts

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Email: mwasserman@osler.com / epaplawski@osler.com
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AFFIDAVIT OF EDNA CONWAY
SWORN ON JULY 3, 2025

I, Edna Conway, of the Town of Merrimack, in the County of Hillsborough, in the State of
New Hampshire, **MAKE OATH AND SAY:**

1. I am the Chair of the Board of Directors of ATTAbotics Inc. (“ATTAbotics”) and
ATTAbotics (US), Corp. (“ATTAbotics US” and together with ATTAbotics, the “Applicants”).
I have been a member of the Board of Directors of the Applicants since February 2022. I am an
attorney and business executive with more than 40 years of experience. I hold a bachelor of arts

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degree from Columbia University and a juris doctor degree from the University of Virginia School of Law.

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

3. I swear this Affidavit in support of an application by the Applicants for an Order:

- (a) granting an administration charge to Richter Inc. ("**Richter**"), in its capacity as Trustee under the Notices of Intention to Make a Proposal filed by the Applicants (the "**Proposal Trustee**"), counsel to the Proposal Trustee and Applicants' counsel, as security for their professional fees and disbursements up to the maximum amount of \$300,000 (the "**Administration Charge**");
- (b) granting a charge to the Applicants' directors and officers as security for any obligations and liabilities they may incur as directors and officers of the Applicants after July 2, 2025, up to the maximum amount of \$200,000 (the "**D&O Charge**");
- (c) authorizing and empowering the Applicants to obtain and borrow under a credit facility (the "**Interim Facility**") from Export Development Canada ("**EDC**") on the terms and conditions specified in the term sheet between the Applicants and EDC dated July 3, 2025 (the "**Interim Financing Term Sheet**") up to the

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maximum amount of \$1.5 million, and granting a charge to EDC as security for all obligations of the Applicants under the Interim Financing Term Sheet (the “**Interim Lender’s Charge**”);

- (d) approving the key employee retention plan (the “**KERP**”) described below and granting a charge to the KERP recipients as security for payments under the KERP, up to the maximum amount of \$90,000 (the “**KERP Charge**”);
- (e) declaring that the Administration Charge, the D&O Charge, the Interim Lender’s Charge and the KERP Charge (together, the “**Charges**”) are priority charges that rank ahead of any and all charges, security interests, liens, trusts, deemed trusts and encumbrances against the Property (as defined in the proposed Order), including liens and trusts created by federal and provincial legislation, and that the Charges rank, as between themselves, in the following order of priority:
 - (i) first, the Administration Charge;
 - (ii) second, the D&O Charge;
 - (iii) third, the Interim Lender’s Charge; and
 - (iv) fourth, the KERP Charge;
- (f) directing that the proposal proceedings and estates of the Applicants shall be procedurally consolidated and shall continue under a single estate (each individual estate being an “**Estate**”, and the consolidated estate being the “**Consolidated Estate**”), authorizing and directing the Proposal Trustee to administer the Estates making up the Consolidated Estate on a consolidated basis, and granting ancillary relief arising from the procedural consolidation of the Estates; and



(g) such further and other relief as counsel may request and this Honourable Court may grant.

4. All references to monetary amounts in this Affidavit are in Canadian dollars unless otherwise noted.

A. Notice of Intention to Make a Proposal

5. For the reasons described below, on July 2, 2025, the Applicants filed Notices of Intention to Make a Proposal with the Office of the Superintendent of Bankruptcy Canada pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “BIA”) in Estate nos. 25-095558 and 25-095559 (the “NOIs”). Richter was appointed Proposal Trustee in the proceedings. Attached as **Exhibit “A”** is a copy of the NOIs.

B. The Applicants’ Business

6. ATTAbotics is a private corporation incorporated under the laws of Canada, with a registered office in Calgary, Alberta. Attached as **Exhibit “B”** is a federal corporate search for ATTAbotics.

7. ATTAbotics US is a wholly-owned subsidiary of ATTAbotics and is formed under the laws of the State of Delaware. Attached as **Exhibit “C”** is a Delaware status search for ATTAbotics US.

8. ATTAbotics has developed and commercialized the world’s first 3D robotics supply chain management system. The ATTAbotics system replaces the rows and aisles of traditional fulfillment centers with a patented storage structure and robotic shuttles that utilize both horizontal

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and vertical spaces, thereby reducing a company's warehouse needs. The system is generally comprised of the following four components:

- (a) *the Gallery* – the gallery is the cube storage facility which is designed to fit in each customer's warehouse space, regardless of its dimensions. The gallery uses both horizontal and vertical space, can be stacked up to 9 meters, and has three-dimensional shuttle access throughout the facility, thereby reducing required warehousing space;
- (b) *the Attabot™ Blade* – the Attabot™ Blade is an intelligent robot which is designed to move freely throughout the gallery and has direct access to every storage location within the gallery, thereby allowing order fulfillment to be achieved in minutes;
- (c) *the Nodes* – the nodes are workstations where orders are received, packed and shipped in one integrated process flow, thereby increasing productivity and reducing dependence on physical human labour;
- (d) *the Weave Software* – the Weave software is the order management and control solution developed by the Applicants to efficiently manage the movement of robots, the fulfillment of orders and inventory management.

9. ATTAbotics was founded in 2016 as a start-up technology company to develop, prototype, pilot and commercialize the foregoing system. The first prototype was developed in 2017, with the system being piloted by a customer in 2018. Since this time, ATTAbotics has partnered with companies like Microsoft and its system has been deployed by major department stores and retailers across apparel, food and beverage, and home goods in Canada and the United States.

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ATTAbotics was selected by the United States Department of Defense (DoD), to install its state-of-the-art system at the Marine Corps Logistics Command in Albany, Georgia.

10. As a technology company, ATTAbotics owns a significant and highly valuable suite of intellectual property, including: (a) registered and pending trademarks in Canada, the United States, the European Union, and elsewhere; and (b) approximately 150 granted and pending patent applications in Canada, the United States, Japan, China, Singapore, Brazil, Mexico, Australia, India and elsewhere relating to the design, interface, functionality, and development of various components of the system.

11. In addition to its intellectual property, in 2020, ATTAbotics constructed a \$20 million manufacturing facility in its Calgary premises (located in the YYC Global Logistics Park at Calgary International Airport) to showcase the system to customers and to provide a model for further product testing and development. Such manufacturing facility remained operational until June 30, 2025 (as discussed further below) and has developed significantly as ATTAbotics has developed, tested and employed new and emerging technologies, including artificial intelligence. In 2022, ATTAbotics partnered with the Alberta Machine Intelligence Institute, a world leader in artificial intelligence research and commercial adoption, to leverage machine learning to help improve both speed and efficiency of the system without sacrificing safety or reliability.

12. ATTAbotics generally sells its products and services to customers pursuant to fixed price contracts. Pursuant to such contracts, ATTAbotics sells the structure, robots, and software to the customer, together with installation services and longer-term maintenance and troubleshooting services. Historically, ATTAbotic's revenues have been largely concentrated in the sale of structures, robots, and software to customers, however as more supply chain management systems

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are purchased and remain in use by customers, ATTAbotic's service revenues have sharply increased. For example, in 2022, only \$64,000 of ATTAbotic's \$11.4 million of revenues was generated from the provision of services, while in 2024 service-generated revenues increased to \$574,000 of ATTAbotic's \$3 million of revenues.

13. All of the Applicants' corporate functions, including finance, human resources, product research and development, are administered from ATTAbotic's head office in Calgary. Similarly, almost all of the Applicants' assets (including all intellectual property, equipment and inventory) are owned by ATTAbotics and ATTAbotics employs all Canadian-based employees. ATTAbotics US is the employer of all U.S. based employees, most of whom are generally focused on business development and sales within the United States, including the Applicants' Chief Operating Officer. ATTAbotics US has a U.S. dollar trust account in Canada with Applicants' counsel.

14. Notwithstanding its current cash flow issues (discussed further below), ATTAbotics is a true Alberta and, in particular, Calgary, success story. Over the past nine years, ATTAbotics has grown from an idea by ATTAbotic's founder to a Calgary-based company which:

- (a) prior to June 30, 2025, employed more than 200 people throughout Canada and the United States (through ATTAbotics US), approximately 180 of which were based in Alberta, with the vast majority working from ATTAbotic's head office in Calgary;
- (b) successfully raised approximately \$220 million in equity financing led by, among others, EDC and Ontario Teachers' Pension Plan Board ("**Teachers**");

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- (c) won numerous innovation and technology awards, including the *Start-up Canada Ernest C. Manning* innovation award in 2019, the *Tech Deal of the Year* award at the Start Alberta Tech Awards in 2019, the *Significant Achievement in Innovation: Growth Stage Company* from ASTech in 2022, and the *Big Innovation Award* by the Business Intelligence Group in 2022;
- (d) received a special mention in Time Magazine's "Best Inventions" list, was named to CNBC's "Disruptor 50" list and was ranked no. 1 on Fast Company's list of the Most Innovative Logistics Companies of 2020; and
- (e) received grant funding from the Opportunity Calgary Investment Fund, a fund established by City Council to benefit companies and non-profits proposing projects that create jobs, spur diversification and expand the property tax assessment base.

C. Financial Position of the Applicant

15. The Applicants' financial reporting is completed on a consolidated basis and reported through ATTAbotics. Attached as **Exhibit "D"** is a copy of ATTAbotic's audited consolidated financial statements for the year ended December 31, 2024. Attached as **Exhibit "E"** is a copy of ATTAbotic's unaudited condensed consolidated interim financial statements for the three months ended March 31, 2025. These financial statements are ATTAbotic's most recent annual and quarterly financial statements.

16. Attached as **Exhibit "F"** are Alberta Personal Property Security Registry searches for ATTAbotics and ATTAbotics US. Attached as **Exhibit "G"** is a Uniform Commercial Code

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("UCC") search for ATTAbotics US. The UCC search for ATTAbotics US lists one registration by 2762294 Ontario Limited, an entity which, to the best of my knowledge, is an investment vehicle owned by Teachers. Teachers historically held certain convertible debentures in ATTAbotics, but such debt was converted to equity in or about November 2022. Accordingly, to the best of my knowledge, such registration is no longer valid or applicable. It appears from a review of the UCC search that the registration expires on July 14, 2025.

(a) Assets

17. As of March 31, 2025, ATTAbotics had total assets having a book value of approximately \$31.6 million CAD, broken down as follows:

Current Assets: \$25.4 million	
Cash and Cash Equivalents	\$6.3 million
Short-Term Investments	\$387,000
Accounts Receivables	\$3.7 million
Inventories	\$12.5 million
Prepaid Expenses	\$2.4 million
Deposits	\$99,000
Non-Current Assets: \$6.2 million	
Property, Plant & Equipment	\$2.9 million
Right of Use Assets	\$3.3 million

(b) Liabilities

18. As of March 31, 2025, ATTAbotics had total liabilities of approximately \$73.8 million CAD, broken down as follows:

Current Liabilities: \$69.2 million	
Accounts Payable and Accrued Liabilities	\$5.2 million
Deferred Revenue	\$11.2 million
Current Portion of Long-Term Debt	\$4.8 million
Current Portion of Lease Obligation	\$411,000
Convertible Debentures	\$47.5 million
Non-Current Liabilities: \$4.6 million	
Long Term Debt	\$1.1 million
Lease Liabilities	\$3.5 million

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(c) Share Capital

19. As of March 31, 2025, ATTAbotics had the following issued and outstanding share capital:

- (a) 13,025,983 common shares;
- (b) 1,148,721 Series A non-redeemable, preferred shares;
- (c) 1,294,164 Series B non-redeemable, preferred shares; and
- (d) 3,144,880 Series C, non-redeemable, preferred shares.

20. As of March 31, 2025, ATTAbotic's shareholder deficit was approximately \$42.1 million on a balance sheet basis.

(d) Secured Debt

i. Business Development Bank of Canada

21. ATTAbotics (as borrower), ATTAbotics US (as guarantor) and Business Development Bank of Canada ("BDC") are party to a Letter of Offer re: Loan No. 155123-01 dated January 17, 2019 (as amended, revised or restated, the "BDC Loan Agreement") pursuant to which BDC provided a credit facility for ATTAbotics to purchase equipment and related soft costs up to the maximum amount of \$10,697,690 (the "BDC Credit Facility"). Borrowings under the BDC Credit Facility bear interest at BDC's Floating Base Rate (as defined in the BDC Loan Agreement). The BDC Credit Facility called for "interest only" payments until November 30, 2020, and thereafter was repayable in monthly installments over a six-year period. The maturity date of the BDC Credit Facility is October 31, 2026.

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22. The BDC Credit Facility is secured by a general security agreement creating a first priority security interest on specific equipment financed under the BDC Loan Agreement and a security interest in all present and after acquired personal property of ATTAbotics and ATTAbotics US, except consumer goods.

23. As of March 31, 2025, approximately \$2.8 million was outstanding under the BDC Credit Facility.

ii. EDC

24. ATTAbotics (as borrower), ATTAbotics US (as guarantor) and EDC are party to a Secured Note Purchase Agreement dated February 1, 2024 (as amended, revised or restated, the “**Note Purchase Agreement**”). Pursuant to the Note Purchase Agreement, ATTAbotics and EDC entered into three separate secured convertible promissory notes, the first dated as of February 1, 2024 in the amount of US\$7.5 million, the second dated as of April 4, 2024 in the amount of US\$12.5 million, and the third dated as of November 6, 2024 in the amount of US\$10 million, for a total secured obligation of US\$30 million (collectively, the “**Notes**”).

25. The Note Purchase Agreement provides both automatic conversion triggers and certain discretionary conversion rights whereby, if triggered or elected in accordance with the Note Purchase Agreement, any balance outstanding under the Notes automatically converts to shares of ATTAbotics. Unless converted in accordance with the Note Purchase Agreement, all amounts outstanding under the Notes, including accrued but unpaid interest, mature on July 31, 2025.

26. The Notes are secured by a general security agreement creating a security interest in all present and after acquired personal property of ATTAbotics and ATTAbotics US.

A handwritten signature in black ink, appearing to be 'LW' with a stylized flourish underneath.

iii. Intercreditor Agreement

27. BDC, EDC and the Applicants are party to an Intercreditor Agreement dated as of January 31, 2024 pursuant to which the parties agreed that:

- (a) BDC had a first priority security interest over all equipment financed with the BDC Credit Facility to secure all obligations due and owing to it under the BDC Loan Agreement; and
- (b) EDC had a first priority security interest over all other collateral to secure all obligations due and owing to it under the Notes.

iv. Royal Bank of Canada and Bank of Montreal

28. Royal Bank of Canada ("RBC") and Bank of Montreal/BMO Harris Bank (together, "BMO") each provided credit card facilities to the Applicants in Canada and the United States. In order to secure the Applicants' obligations under the credit card facilities, each of RBC and BMO hold a security interest in certain investments and proceeds held by the Applicants with each bank (the "Credit Card Collateral").

29. Each of RBC and BMO are in the process of releasing the Credit Card Collateral to the Applicants because no amounts are owing under the credit cards and the accounts are in the process of being closed. It is expected that the entirety of the Credit Card Collateral currently being held by RBC and BMO will be released to the Applicants on or before August 1, 2025. The Interim Financing Term Sheet requires that any Credit Card Collateral released to the Applicants will be applied solely to prepay the Interim Facility.

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(e) Unsecured Debt

30. As of June 28, 2025, ATTAbotics has the following liabilities due and owing to unsecured creditors:

- (a) approximately \$2.5 million due and owing to Her Majesty the Queen in Right of Canada as represented by the Minister responsible for Western Economic Diversification Canada (the “Minister”) pursuant to the terms of an Agreement dated July 24, 2019 which funds were advanced under the Business Scale-Up and Productivity program stream;
- (b) approximately \$191,000 due and owing to the Minister pursuant to the terms of an agreement dated June 26, 2020 which funds were advanced under the Western Innovation Initiative; and
- (c) approximately \$3.2 million due and owing to unsecured trade creditors.

31. As of June 28, 2025, ATTAbotics US has unsecured trade debt of approximately US\$227,203.

D. Events Leading to the Applicants’ Insolvency

32. As an early-stage technology company, ATTAbotics requires significant capital to undertake research and development activities to advance and commercialize the technology, software and robotics employed in its supply chain management system. Since it was founded in 2016, ATTAbotics has advanced its system from an initial prototype in 2017, to an early stage pilot in 2018, through a complete multi-year development and redesign of the Attabot™ Blade in 2022 (a process which took thousands of prototypes and million of test cycles to get to the final

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product), to the introduction of artificial intelligence into the system in 2022 and, finally, the commercialization and scaling of the system in the market.

33. Such rapid development of ATTAbotics' 3D robotics supply chain management system has necessitated the investment of significant amounts of capital into research and development since the company's inception. For example, in 2022, ATTAbotics incurred research and development expenses of almost \$30 million. In 2023, ATTAbotics incurred research and development expenses of approximately \$26 million, and in 2024, ATTAbotics incurred research and development expenses of approximately \$20 million. All of these costs are in addition to the Applicants' normal course corporate and administrative expenses and sales and marketing costs required to simply run the business. Because of the nature and stage of ATTAbotic's business, it is highly capital intensive.

34. Since inception, ATTAbotics has largely funded its business through capital raises led by, among others, EDC. Between 2019 and 2022, ATTAbotics raised total funding of approximately \$220 million (US\$165.1 million). While a significant portion of this capital was invested in product research and development, commencing in late 2022 with the unveiling of the redesigned Attabot™ Blade, ATTAbotics shifted its focus to accelerating the commercialization of its robotics warehousing solution to new industries, customers and markets. Among other things, ATTAbotics expanded into both the European Union and the Asian markets.

35. At the time of ATTAbotics' shifted focus to commercialization and expansion in 2022, traditional supply chains had been upended as a result of the COVID-19 pandemic and demand for eCommerce and, in turn, warehouse solutions, was surging. In 2020, total online spending grew by more than 30% year-over-year from 2019 levels. In 2021, total online spending grew by more

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than 14.2% year-over-year from 2020 levels. This rapid increase in consumer spending accelerated the shift towards digitization and automation in warehouse spaces around the world.

36. While the Applicants enjoyed a surge in revenues in 2022 to \$11.4 million which continued into 2023 at \$8 million, by 2024, revenues began to sharply decline in response to increasing interest rates, constrained consumer spending, lower demands for eCommerce, global uncertainty, supply chain disruptions and other factors. A number of customers delayed planned projects with ATTAbotics and various opportunities that were in advanced stages of discussion between potential customers and ATTAbotics with planned rolls outs in 2024 were shelved. In 2024, the Applicants realized revenues of only \$3 million.

37. In addition to a sharp decrease in demand for new supply chain management systems, ATTAbotics also experienced a tightening of its gross margin on customer deals and services which further constrained its liquidity. While ATTAbotics, as an early-stage technology company, has never achieved profitable operations, its annual losses escalated in 2024 to \$49.5 million from \$43 million in 2023 and \$35 million in 2022. The Applicants' 2024 consolidated financial statements accordingly included the following notation:

As at December 31, 2024, the Corporation's cash and cash equivalents were \$10,689 and the Corporation had a negative net working capital position of \$30,805. The Corporation had a net loss for the year ended December 31, 2024 of \$49,280, a deficit of \$294,395 as at December 31, 2024, and a deficit from cash flows from operations of \$35,243 as at December 31, 2024. As a result of the above factors, a material uncertainty exists that may cast significant doubt on the Company's ability to continue as a going concern.

Until the Corporation can demonstrate the ability to generate significant sales volumes with positive margins, the Corporation's liquidity requirements will be dependent on its ability to continue to obtain additional debt or equity funding as required. The Corporation has secured a Master Services Agreement and initial Purchase Order with a global grocer. This could add the ability to generate revenues and positive cash flows from potential sales contracts and Purchase Orders. If the

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Corporation is unable to secure adequate financing, or significantly reduce planned expenditures, there could be material adverse effects on the Company's ability to operate as a going concern.

38. After significant upheaval in 2024, ATTAbotics' commercialization of the technology began to stabilize in late 2024 and early 2025 and demand from existing customers and new industry sectors increased, resulting in approximately \$30 million of new business to be delivered over the 2025 and 2026 fiscal years.

39. In accordance with the foregoing, ATTAbotics undertook preparations for a Class D preferred share financing in late 2024. Numerous discussions with a variety of investors occurred, including existing investors. Those discussions included full financial disclosure together with contracted and committed business and opportunities currently under advanced negotiation.

40. Efforts to advance the financing stalled when certain investors expressed concern with the Applicants' cash flow challenges and elected not to participate in further financings. Such concerns had a ripple effect across the investor community. The Class D preferred share financing was shelved and ATTAbotics was not able to access planned capital. As a result, secured and anticipated new business was not able to proceed on the planned schedule discussed above.

41. On June 18, 2025, EDC served the Applicants with a Notice of Intention to Enforce Security advising that: (a) as at June 18, 2025, the Applicants were indebted to EDC in the amount of US\$33,782,341 plus additional interest, costs, fees and expenses; and (b) EDC had the right to enforce its security upon expiry of the 10-day period after provision of the notice. Attached as **Exhibit "H"** is a copy of EDC's Notice of Intention to Enforce Security.

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42. Both prior to, and following, receipt of the Notice of Intention to Enforce Security, ATTAbotics has been in discussions with various parties regarding a potential transaction for the sale of its assets or business or a refinancing of the Applicants. As noted in the Interim Financing Term Sheet, the intention of these NOI proceedings is to provide the Applicants with the breathing space and working capital necessary to “solicit options to sell its assets and business or obtain an investment in its assets and business during the 30 day initial period of the Proposal Proceedings, and to develop a Strategic Plan¹”.

43. Critical to the Applicants’ ability to undertake these NOI proceedings to attempt a going concern outcome is their access to the \$1.5 million Interim Facility to be advanced by EDC under the Interim Financing Term Sheet. Without the Interim Facility, the Applicants do not have sufficient capital to meet payroll obligations and statutory requirements, much less fund any normal course expenses of the business or any marketing/sales process/refinancing initiatives.

44. The Interim Facility is only sufficient to fund the Applicants’ business for a period of 30 days on a massively scaled down basis. Accordingly, in order to facilitate these NOI proceedings, the Applicants: (a) terminated the employment of 192 employees on June 30, 2025, leaving only a skeleton crew of 11 employees (i.e. 5% of the prior workforce) to assist the Applicants to navigate these NOI proceedings and develop and implement the Strategic Process; and (b) suspended the vast majority of corporate operations (including sales, marketing, and service and warranty work), other than as necessary to maintain basic corporate functions and to assist in developing and implementing the Strategic Plan.

¹ Defined in the Interim Financing Term Sheet as a plan regarding one or more sale and investment solicitation processes in respect of the business or assets of the Loan Parties (“Strategic Plan”).

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45. It is accordingly imperative that the relief sought by the Applicants be granted in order to provide them with the stability, breathing room, necessary cash flow, and employee support to attempt a going concern outcome or asset sale in an abridged time frame within these NOI proceedings.

E. Requirement for Administration Charge

46. The Applicants seek approval of a first ranking administration charge against their Property as security for professional fees and disbursements incurred by Applicants' counsel, the Proposal Trustee and the Proposal Trustee's counsel both prior to and after the filing of the NOIs in an amount not to exceed \$300,000. The Applicants require the services of their counsel, the Proposal Trustee and the Proposal Trustee's counsel to develop a Strategic Plan and solicit proposals for the sale of the Applicants' assets or business or a refinancing of the Applicants. The Applicants believe that the Administration Charge is reasonable and appropriate in the circumstances and critical to the success of the Applicants' proposal proceedings.

F. Requirement for a D&O Charge

47. The Applicants also seek approval of a second ranking D&O Charge as security for any obligations and liabilities the Applicants' directors and officers may incur in their roles as directors and officers after July 2, 2025, up to the maximum amount of \$200,000. The quantum of the D&O Charge was developed in consultation with, and with the assistance of, the Proposal Trustee and is supported by the Interim Lender.

48. I believe that the D&O Charge is fair and reasonable in the circumstances. In light of: (a) the significant reduction in the Applicants' workforce (from over 200 people to 11 people), (b) the

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fact that at the time of the filing of the NOI proceedings, only two executives remained employed by the company (the Chief Executive Officer who is on medical leave and the Chief Operating Officer); (c) the fact that little institutional knowledge of the Applicants and their business remains other than by the directors; and (d) the current directors' decision to waive their contractual compensation in order to support the Applicants' ongoing efforts, it is critical that the Applicants' directors continue in such capacities during these NOI proceedings. The Applicants require the continued services of their directors to maximize the chances of identifying and concluding a going concern outcome.

49. It is my understanding that the Applicants' directors and officers are among the potential beneficiaries under an insurance policy that provides an aggregate limit of liability of \$5 million (the "**D&O Insurance**"). However, I understand that the D&O Insurance has various exceptions, exclusions, and carve-outs where coverage may not be available. The directors have accordingly expressed their desire for certainty with respect to potential liability if they continue in their current capacities within these NOI proceedings.

G. Requirement for Interim Financing and the Interim Lender's Charge

50. As a result of their current liquidity challenges, as demonstrated in the cash flow forecast, the Applicants require interim financing to provide stability, to continue going concern operations (on a significantly scaled back basis), to develop and implement a Strategic Plan, and to satisfy obligations to preserve secure access to the physical assets of ATTAbotics. EDC has agreed to provide the Interim Facility on the basis and terms specified in the Interim Financing Term Sheet, a copy of which is attached hereto as **Exhibit "I"**. A copy of the Cash Flow Projections referenced in the Interim Financing Term Sheet is attached hereto as **Exhibit "J"**.

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51. The Interim Facility Term Sheet includes the following key terms:

- (a) **Interim Facility:** A non-revolving credit facility to be available in multiple advances up to the maximum aggregate principal amount \$1.5 million;
- (b) **Term:** 30 days from the date of the NOI filings (i.e. August 1, 2025); and
- (c) **Interest:** Royal Bank of Canada prime rate from time to time plus 10% per annum;
- (d) **Fees:** 3% of \$1.5 million (i.e. \$45,000).

52. The Interim Facility is proposed to be secured by the Interim Lender's Charge on all of the Applicants' Property. The Interim Lender's Charge will not secure any obligations that existed before the NOI proceedings (i.e. before July 2, 2025). The Interim Lender's Charge is proposed to have priority over all other security interests, charges and liens, except the Administration Charge and the D&O Charge.

H. Requirement for a KERP and KERP Charge

53. The Applicants are seeking approval of a KERP and the granting of a Court-ordered KERP Charge as security for payments under the KERP.

54. The Applicants are seeking a KERP to facilitate and encourage the continued employment of the nine (9) non-executive individuals who remain employed with the Applicants. As discussed above, on June 30, 2025, the Applicants terminated 192 of their 203 employees in order to minimize cash outflow and in response to the Applicants' reduced labour needs following the significant scale down of business operations leading up to the NOI filings. The Applicants intend during these NOI proceedings to maintain only minimal corporate functions and otherwise dedicate all corporate resources to identifying and advancing a going concern solution.

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55. Accordingly, the 11 individuals who remain employed with the Applicants have all been identified as business critical and necessary to the Applicants' restructuring efforts. The Applicants are concerned that if the KERP and the KERP Charge are not approved by this Court, the remaining employees may depart and seek employment elsewhere. The resignation of any of these employees could (depending on the individual) significantly hamper the efforts of the Applicants in these NOI proceedings. The Applicants expect that it will be difficult, if not impossible, to replace certain individuals should they resign in light of the expected short duration of these NOI proceedings and the Applicants' current financial circumstances. In addition, it is expected that the remaining employees will face increased workloads as they will be required to maintain the Applicants' business operations, while also meeting the demands of the Strategic Process and these NOI proceedings.

56. The Applicants accordingly seek approval of a KERP on the following basis:

- (a) each of the 9 non-executive employees remaining in the employment of the Applicants post- June 30th will be offered a one-time lump sum incentive bonus of \$10,000 (the "**KERP Payment**") to incentivize them to continue their employment with the Applicants during these NOI proceedings;
- (b) the KERP Payment will be paid to each of the 9 non-executive employees on August 1, 2025; and
- (c) payments to the employees under the KERP will only be made if, as at August 1, 2025, the employee has fulfilled his or her employment obligations and has not voluntarily resigned or been terminated for cause.

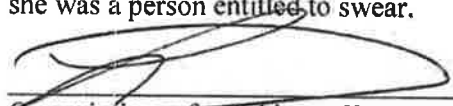
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57. The KERP was developed in consultation with both EDC and the Proposal Trustee. The Applicants believe that the amounts payable to the employees under the KERP are reasonable and appropriate in the circumstances.

58. The Applicants propose a KERP Charge to secure their obligations under the KERP in an amount not to exceed \$90,000. The proposed KERP Charge would rank subordinate to all other Charges.

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

SWORN BEFORE ME at Calgary,
Alberta, by two-way videoconferencing with
the deponent this 3rd day of July, 2025.
I certify that Edna Conway satisfied me that
she was a person entitled to swear.



Commissioner for Taking Affidavits in and for
the Province of Alberta

Edna Conway

* Luke Bronson Wurminger *
Student-at-Law

Luke Bronson Wurminger
Student-at-Law

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

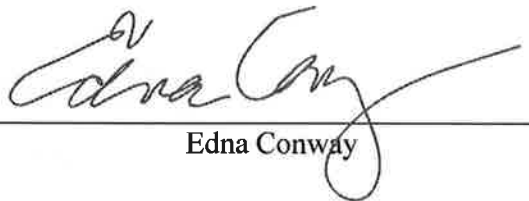
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SWORN BEFORE ME at Calgary,
Alberta, by two-way videoconferencing with
the deponent this 3rd day of July, 2025.
I certify that Edna Conway satisfied me that
she was a person entitled to swear.

Commissioner for Taking Affidavits in and for
the Province of Alberta

}



Edna Conway

*Notarized and
signed for*



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This is **Exhibit "B"** to the Affidavit of Mark Dickinson
sworn before me this 17th day of September 2025.

A handwritten signature in black ink, appearing to read 'Homa Aminnejad', is written over a horizontal line.

Notary Public/Commissioner for Oaths in and for Alberta

Homa Aminnejad
Barrister & Solicitor

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COURT FILE NUMBER BK01-095558
BK01-095559

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY



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

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

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

DOCUMENT **ORDER**

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

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

DATE ON WHICH ORDER WAS PRONOUNCED: July 4, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

JUSTICE WHO MADE THIS ORDER: The Honourable Justice J.J. Gill

UPON THE APPLICATION of ATTAbotics Inc. (“**ATTAbotics**”) and ATTAbotics (US), Corp. (“**ATTAbotics US**” and together with ATTAbotics, the “**Applicants**”); **AND UPON** reviewing the Affidavit of Edna Conway, sworn July 3, 2025 (the “**Conway Affidavit**”); **AND UPON** reviewing the First Report of Richter Inc. in its capacity as proposal trustee of the Applicants (in such capacity, the “**Proposal Trustee**”); **AND UPON** noting that each of the Applicants filed a Notice of Intention to Make a Proposal under subsection 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the “**BIA**”) on July 2, 2025 (the “**Filing Date**”); **AND UPON** hearing submissions by counsel for the Applicants, counsel for the Proposal Trustee and any other counsel or other interested parties present; **IT IS HEREBY ORDERED THAT:**

SERVICE

1. The time for service of the application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today, and no person other than those persons served is entitled to service of the application.

PROCEDURAL CONSOLIDATION

2. The bankruptcy estates of the Applicants (each individually an “**Estate**”) shall, subject to further order of the Court, be procedurally consolidated into one estate (the “**Consolidated Estate**”) and shall continue under Estate No. 25-095559 (with the proceeding in respect thereof being the “**Consolidated Proposal Proceeding**”).
3. Without limiting the generality of the foregoing, the Proposal Trustee is hereby authorized and directed to administer the Consolidated Estates on a consolidated basis for all purposes in carrying out its administrative duties and other responsibilities as proposal trustee under the BIA as if the Consolidated Estate were a single estate and the Consolidated Proposal Proceeding were a single proceeding under the BIA, including without limitation:
 - a. the Proposal Trustee is authorized to issue consolidated reports in respect of the Applicants; and
 - b. the Proposal Trustee is authorized to deal with all filings and notices relating to the proposal proceedings of the Applicants, each as required under the BIA, on a consolidated basis.
4. Any pleadings or other documents served or filed in the Consolidated Proposal Proceeding by any party shall be deemed to have been served or filed in each of the proceedings comprising the Consolidated Proposal Proceeding.
5. A copy of this Order shall be filed by the Applicants in the Court file for each of the Estates but any subsequent document required to be filed will only be required to be filed in the Consolidated Estate (Estate No. 25-095559).
6. The procedural consolidation of the Estates pursuant to this Order shall not:

- a. affect the legal status or corporate structure of the Applicants; or
 - b. cause any Applicant to be liable for any claim for which it is otherwise not liable or cause any Applicant to have an interest in an asset to which it otherwise would not have.
7. The Estates are not substantively consolidated, and nothing in this Order shall be construed to that effect.
8. The Proposal Trustee may apply to this Court for advice and directions with respect to the implementation of this Order or with respect to any other matter relating to the procedural consolidation of the Consolidated Estate.

ADMINISTRATION CHARGE

9. Legal counsel for the Applicants, the Proposal Trustee and legal counsel for the Proposal Trustee, as security for their respective professional fees and disbursements incurred in preparing for and during these Consolidated Proposal Proceedings, and both before and after the granting of this Order, shall be entitled to the benefit of, and are hereby granted, a security and charge (the “**Administration Charge**”) on all of the Applicants’ present and after-acquired assets, property and undertakings (the “**Property**”), which charge shall not exceed \$300,000.

D&O INDEMNIFICATION AND CHARGE

10. The Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers after the Filing Date, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of the director or officer’s gross negligence or willful misconduct.
11. Each of the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the “**D&O Charge**”) on all of the Property, which shall not exceed an aggregate amount of \$200,000, as security for the indemnity provided in this Order.

INTERIM FINANCING APPROVAL AND CHARGE

12. The Applicants are hereby authorized and empowered to obtain and borrow or guarantee, as applicable, pursuant to a credit facility (the “**Interim Facility**”) from Export Development Canada (the “**Interim Lender**”) in order to finance the Applicants’ working capital requirements and other general corporate purposes, all in accordance with the Cash Flow Projections (as defined in the term sheet between the Applicants and the Interim Lender dated as of June 30, 2025 and attached as Exhibit J to the Conway Affidavit (as may be amended or amended and restated from time to time, the “**Interim Financing Term Sheet**”)) and Definitive Documents (as defined below), provided that borrowings under the Interim Facility shall not exceed \$1.5 million unless permitted by further order of this Court, and execution of the Interim Financing Term Sheet is hereby approved and ratified and no other shareholder, unitholder, member, partner, director or other similar approval shall be required in connection therewith or in performing its obligations thereunder.
13. The Interim Facility shall be on the terms and subject to the conditions set forth in the Interim Financing Term Sheet.
14. The Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs, and security documents, guarantees and other definitive documents (collectively with the Interim Financing Term Sheet and the Cash Flow Projections, the “**Definitive Documents**”), as are contemplated by the Interim Financing Term Sheet or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities, and obligations to the Interim Lender under and pursuant to the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.
15. The Interim Lender shall be entitled to the benefits of and is hereby granted a charge (the “**Interim Lender’s Charge**”) on the Property to secure all obligations under the Definitive Documents incurred on or after the date of this Order. The Interim Lender’s Charge shall not secure any obligation existing before the date of this Order.

16. Notwithstanding any other provision of this Order:

- a. the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;
- b. upon the occurrence of an event of default under any of the Definitive Documents or the Interim Lender's Charge, the Interim Lender may (i) immediately cease making advances or providing credit to the Applicants, (ii) shall be permitted to set off and/or consolidate any amounts owing by the Interim Lender to the Applicants against the obligations of the Applicants to the Interim Lender under the Definitive Documents or the Interim Lender's Charge, (iii) may make demand, accelerate payment and give other notices with respect to the obligations of the Applicants under the Definitive Documents or the Interim Lender's Charge, or (iv) apply to the Court on five (5) days' written notice to the Applicants and the Proposal Trustee to seek the Court's authorization to exercise any and all of its other rights and remedies under or pursuant to the Definitive Documents or the Interim Lender's Charge including, without limitation, for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and
- c. the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and managed of the Applicants or the Property.

17. The Interim Lender shall be treated as unaffected in any proposal filed by the Applicants under the BIA or any plan of arrangement or compromise filed by the Applicants under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, with respect to any advances under the Definitive Documents.

KEY EMPLOYEE RETENTION PLAN

18. The Key Employee Retention Plan (the "**KERP**"), as described in the Conway Affidavit, is hereby approved and the Applicants are authorized to make payments contemplated thereunder in accordance with the terms and conditions of the KERP.

19. The key employees referred to in the KERP (the “**Key Employees**”) shall be entitled to the benefit of and are hereby granted a charge on the Property (the “**KERP Charge**”), which charge shall not exceed the aggregate amount of \$90,000, to secure any payments to the Key Employees under the KERP.

PRIORITY OF CHARGES

20. The filing, registration or perfection of the Administration Charge, the D&O Charge, the Interim Lender’s Charge and the KERP Charge (collectively, the “**Charges**”) shall not be required, and the Charges shall be enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.
21. The Charges shall constitute a security and charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise in favour of any person (collectively, the “**Encumbrances**”) provided, however, that none of the Charges shall rank in priority to the Equipment Security in respect of the Equipment Collateral (as those terms are defined in the Intercreditor Agreement between Export Development Canada, Business Development Bank of Canada (“**BDC**”), and the Applicants, dated as of February 1, 2024) until the earlier of:
- a. BDC advising the Applicants and Proposal Trustee in writing that it does not intend to oppose the Charges ranking in priority to the Equipment Security;
 - b. a further Order of this Court granting the Charges priority over the Equipment Security; or
 - c. July 9, 2025 at 12:00 p.m. MDT;

at which time the Charges shall rank in priority to the Equipment Security in respect of the Equipment Collateral without further action by the Applicants or Order of this Court and the Equipment Collateral shall be deemed to form part of the Property secured by such Charges in the priority otherwise granted herein.

22. The Applicants shall schedule one hour on the Commercial List on July 9, 2025 for the tentative hearing of any dispute which BDC may wish to advance relating to the priming of the Equipment Security by the Charges.

23. The ranking as between the Charges shall be as follows:

- a. first, the Administration Charge;
- b. second, the D&O Charge;
- c. third, the Interim Lender's Charge; and
- d. fourth, the KERP Charge.

24. Except as otherwise provided herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over the Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants obtain the prior written consent of the beneficiaries of the Charges (the "**Chargees**") or further order of this Court.

25. The Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by:

- a. the pendency of these proceedings and the declarations of insolvency made in this Order;
- b. any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications;
- c. the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
- d. the provisions of any federal or provincial statutes; or
- e. any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement

(collectively, an “**Agreement**”) that binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- i. neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof, shall create or be deemed to constitute a new breach by the Applicants of any Agreement to which they, or any one of them, is a party;
- ii. none of the Chargees shall have any liability to any person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- iii. the payments made by the Applicants pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

FOREIGN PROCEEDINGS

26. ATTAbotics is hereby authorized and empowered, but not required, to act as foreign representative (in such capacity, the “Foreign Representative”) in respect of the within proceedings for purposes of having these proceedings recognized and approved in a jurisdiction outside Canada.
27. The Foreign Representative is hereby authorized to apply for foreign recognition and approval of these proceedings, as necessary, in any jurisdiction outside of Canada, including in the United States pursuant to chapter 15 of title 11 of the United States Bankruptcy Code.
28. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body or agency having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies and agencies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Proposal Trustee, as an officer

of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to ATTAbotics, in any foreign proceeding, or to assist the Applicants and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

MISCELLANEOUS

29. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.



Justice of the Court of King's Bench of Alberta

This is **Exhibit "C"** to the Affidavit of Mark Dickinson
sworn before me this 17th day of September 2025.



Notary Public/Commissioner for Oaths in and for Alberta

Homa Aminnejad
Barrister & Solicitor

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COURT FILE NUMBER BK01-095558
BK01-095559

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY



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

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

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

DOCUMENT **ORDER**

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

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

DATE ON WHICH ORDER WAS PRONOUNCED: July 29, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

JUSTICE WHO MADE THIS ORDER: The Honourable Justice P.R. Jeffrey

UPON THE APPLICATION of ATTAbotics Inc. and ATTAbotics (US), Corp. (together, the “**Applicants**”); **AND UPON** reviewing the Affidavit of Michael Saitow, sworn July 21, 2025 and the Affidavit of Mark Dickinson, sworn July 28, 2025 (the “**Dickinson Affidavit**”); **AND UPON** reviewing the Second Report of Richter Inc. in its capacity as proposal trustee of the Applicants (in such capacity, the “**Proposal Trustee**”); **AND UPON** noting that each of the Applicants filed a Notice of Intention to Make a Proposal under subsection 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the “**BIA**”) on July 2, 2025; **AND UPON**

hearing submissions by counsel for the Applicants, counsel for the Proposal Trustee and any other counsel or other interested parties present **AND UPON** noting that capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Order of the Honourable Justice Gill, granted July 4, 2025 (the “**July 4 Order**”);

IT IS HEREBY ORDERED THAT:

SERVICE

1. The time for service of the application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today, and no person other than those persons served is entitled to service of the application.

EXTENSION OF TIME TO FILE A PROPOSAL

2. The time within which the Applicants are required to file a proposal to their creditors under section 50.4(9) of the BIA is hereby extended to September 15, 2025.

SECOND KEY EMPLOYEE RETENTION PLAN

3. The second key employee retention plan (the “**Second KERP**”), as described in the Dickinson Affidavit, is hereby approved and the Applicants are authorized to make payments contemplated thereunder in accordance with the terms and conditions of the Second KERP.
4. The KERP Charge established and defined at paragraph 19 of the Order of the Honourable Justice Gill granted in these proceedings on July 4, 2025 shall be increased from \$90,000 to the aggregate amount of \$222,921, and shall apply equally to, and secure, all payments contemplated to the Key Employees referred to in the Second KERP.

SALES AND INVESTMENT SOLICITATION PROCESS

5. The Sale and Investment Solicitation Process (subject to any amendments thereto that may be made in accordance therewith and with this Order, the “**SISP**”) attached as Exhibit B to the Dickinson Affidavit is hereby approved, and the Applicants and the Proposal Trustee

are hereby authorized and directed to implement the SISP in accordance with the terms thereof and do all things reasonably necessary to conduct and give full effect to the SISP and implement and carry out the terms and, furthermore, the Applicants and Proposal Trustee are hereby authorized to enter into any resulting agreement(s) or transaction(s) (collectively, the "**SISP Agreements**") which may arise in connection thereto, as the Applicants and the Proposal Trustee determine are necessary or advisable in connection with or in order to complete any or all of the various steps, as contemplated in and subject to the conditions in the SISP.

6. Nothing herein shall act as authorization or approval of the transfer or vesting of any or all of the Applicants' property, assets, or undertakings under any SISP Agreements, or otherwise. Such transfer and vesting shall be dealt with and shall be subject to further Order of this Honourable Court.
7. The Applicants and the Proposal Trustee are hereby authorized and empowered to apply to this Honourable Court to amend, vary, or seek any advice, directions, or the approval or vesting of any transactions, in connection with the SISP.
8. The Proposal Trustee, its affiliates, partners, directors, employees, and agents and controlling persons shall have no liability for any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the SISP, except to the extent such losses, claims, damages or liabilities arise or result from the gross negligence or wilful misconduct of the Proposal Trustee in performing its obligations under the SISP, as determined by this Court.

INCREASE TO THE INTERIM FACILITY


9. The Amended and Restated Interim Financing Term Sheet substantially in the form attached as Exhibit C to the Dickinson Affidavit (the "**Amended and Restated Interim Financing Term Sheet**") is hereby approved.
10. Paragraph 12 of the July 4 Order is hereby amended to delete reference to "\$1.5 million" and replace it with "\$3.5 million", and all referenced in the July 4 Order to the Interim

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Financing Term Sheet shall be deemed to refer to the Amended and Restated Interim Financing Term Sheet.

MISCELLANEOUS

11. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.


Justice of the Court of King's Bench of Alberta

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This is **Exhibit "D"** to the Affidavit of Mark Dickinson
sworn before me this 17th day of September 2025.

A handwritten signature in cursive script, appearing to read 'Homa Aminnejad', is written over a horizontal line.

Notary Public/Commissioner for Oaths in and for Alberta

Homa Aminnejad
Barrister & Solicitor

COURT FILE NUMBER BK01-095558
BK01-095559

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY



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

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

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

DOCUMENT **ORDER**

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

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

DATE ON WHICH ORDER WAS PRONOUNCED: September 8, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

JUSTICE WHO MADE THIS ORDER: The Honourable Justice Johnston

UPON THE APPLICATION of ATTAbotics Inc. and ATTAbotics (US), Corp.
(together, the “**Applicants**”); **AND UPON** reviewing the Affidavit of Mark Dickinson, sworn
September 2, 2025; **AND UPON** reviewing the Third Report of Richter Inc. in its capacity as
proposal trustee of the Applicants (in such capacity, the “**Proposal Trustee**”); **AND UPON** noting
that each of the Applicants filed a Notice of Intention to Make a Proposal under subsection 50.4(1)
of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the “**BIA**”) on July 2, 2025; **AND UPON**

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hearing submissions by counsel for the Applicants, counsel for the Proposal Trustee and any other counsel or other interested parties present;

IT IS HEREBY ORDERED THAT:

1. Service of the application for this order is deemed good and sufficient and no other person other than those persons served is entitled to service of the application.
2. The time within which the Applicants are required to file a proposal to their creditors under section 50.4(9) of the BIA is hereby extended to October 30, 2025.
3. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

BB Johns

Justice of the Court of King's Bench of Alberta

[Faint, illegible text]

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This is **Exhibit "E"** to the Affidavit of Mark Dickinson
sworn before me this 17th day of September 2025.

A handwritten signature in black ink, appearing to read 'Homa Aminnejad', is written over a horizontal line.

Notary Public/Commissioner for Oaths in and for Alberta

Homa Aminnejad
Barrister & Solicitor

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Received
July 21, 2025

C71561

COURT FILE NUMBER

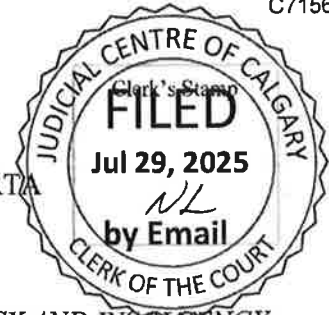
BK01-095558
BK01-095559

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY



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

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

APPLICANTS

ATTABOTICS INC. and ATTABOTICS (US), CORP.

DOCUMENT

AFFIDAVIT OF MICHAEL SAITOW

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

OSLER, HOSKIN & HARCOURT LLP
Suite 2700, Brookfield Place
255 – 6th Avenue SW
Calgary, AB T2P 1N2

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

**AFFIDAVIT OF MICHAEL SAITOW
SWORN ON JULY 21, 2025**

I, Michael Saitow, of the City of Hingham, in the State of Massachusetts in the United States of America, **MAKE OATH AND SAY:**

1. I am the Vice President of Products and Technology at ATTAbotics Inc. (“**ATTAbotics**”) and ATTAbotics (US), Corp. (“**ATTAbotics US**” and together with ATTAbotics, the “**Applicants**”). I have been Vice President of Products and Technology at the Applicants since early 2025. Prior to joining the Applicants, I was the Chief Information Officer of M.S. Walker,

Received
July 21, 2025

C71563

COURT FILE NUMBER

BK01-095558
BK01-095559

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY



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

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

APPLICANTS

ATTABOTICS INC. and ATTABOTICS (US), CORP.

DOCUMENT

AFFIDAVIT OF MICHAEL SAITOW

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

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

**AFFIDAVIT OF MICHAEL SAITOW
SWORN ON JULY 21, 2025**

I, Michael Saitow, of the City of Hingham, in the State of Massachusetts in the United
States of America, **MAKE OATH AND SAY:**

1. I am the Vice President of Products and Technology at ATTAbotics Inc. (“**ATTAbotics**”) and ATTAbotics (US), Corp. (“**ATTAbotics US**” and together with ATTAbotics, the “**Applicants**”). I have been Vice President of Products and Technology at the Applicants since early 2025. Prior to joining the Applicants, I was the Chief Information Officer of M.S. Walker,

Inc., a wholesale distributor of wines and spirits. I am an executive with more than 25 years of leadership and business experience. I hold a Bachelor of Science from Syracuse University.

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

3. I swear this Affidavit in support of an application by the Applicants for an Order:

- (a) extending the time within which the Applicants are required to file a proposal to their creditors under section 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "**BIA**") to September 15, 2025 (the "**Stay Period**");
- (b) approving the second key employee retention plan (the "**Second KERP**"), the terms of which will be defined in supplemental materials to be filed by the Applicants (as discussed further below), increasing the KERP Charge established and defined at paragraph 19 of the Order of the Honourable Justice Gill granted in these proceedings on July 4, 2025 (the "**July 4 Order**") from \$90,000 to an aggregate amount to be confirmed, and declaring that the KERP Charge shall apply equally to, and secure, all payments contemplated to the Key Employees by the Second KERP; and
- (c) such further and other relief as counsel may request and this Honourable Court may grant.

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

Overview of these NOI Proceedings and the Applicants' Activities

5. On July 2, 2025, the Applicants filed Notices of Intention to Make a Proposal with the Office of the Superintendent of Bankruptcy Canada pursuant to section 50.4(1) of the BIA in estate nos. 25-095558 and 25-095559 (the "**NOI Proceedings**"). Richter Inc. was appointed proposal trustee in the NOI Proceedings (the "**Proposal Trustee**"). Further information regarding the Applicants, the reasons leading to the NOI Proceedings and the Applicants' intentions for the NOI Proceedings is discussed in the Affidavit of Edna Conway, sworn July 3, 2025 (the "**Conway Affidavit**"), a copy of which is attached hereto (without exhibits) as **Exhibit "A"**.

6. On July 4, 2025, the Honourable Justice Gill granted the July 4 Order which, among other things: (a) procedurally consolidated the NOI Proceedings into one estate; (b) granted an Administration Charge in an amount not to exceed \$300,000; (c) granted a D&O Charge in an amount not to exceed \$200,000; (d) approved the Interim Facility pursuant to an Interim Financing Term Sheet in an amount up to \$1.5 million and granted an Interim Lender's Charge to secure all obligations of the Applicants with respect thereto; and (e) approved a key employee retention plan ("**KERP**") and granted a KERP Charge to secure any payments to Key Employees under the KERP in an amount not to exceed \$90,000. A copy of the July 4 Order is attached hereto as **Exhibit "B"**.

7. The Interim Financing Term Sheet required, among other things, that the Applicants diligently pursue options to sell their assets and business or obtain investment in ATTAbotics. Accordingly, since commencement of the NOI Proceedings, the Applicants and the Proposal

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Trustee have undertaken a targeted solicitation process (the “**Solicitation Process**”) to identify parties potentially interested in pursuing a transaction for the assets or business of the Applicants or an investment in ATTAbotics. In furtherance of such Solicitation Process, the Applicants and the Proposal Trustee have:

- (a) prepared a list of 201 parties identified as potentially having an interest in a transaction involving the business or assets of the Applicants and established a data room containing diligence information for purposes of the Solicitation Process;
 - (b) contacted all potentially interested parties in writing to invite them to participate in the Solicitation Process and provide them with: (i) a short summary information sheet detailing the Applicants and the opportunity (the “**Teaser Letter**”), and (ii) a form of non-disclosure agreement (“**NDA**”). A copy of the Teaser Letter is attached hereto as **Exhibit “C”**;
 - (c) negotiated and executed 31 NDAs with interested parties, with an additional 9 NDAs remaining under discussion as at the date of this Affidavit; and
 - (d) facilitated access to the data room for parties that executed the NDAs, updated the data room as additional due diligence information was requested by interested parties, responded to numerous due diligence requests, and attended management meetings with interested parties.
8. Non-binding expressions of interest (“**EOIs**”) in the Solicitation Process are to be received by the Proposal Trustee on or before July 25, 2025 at 1:00 p.m. (ET). Upon receipt of the EOIs, the Applicants expect to finalize a formal sale and investment solicitation process (the “**SISP**”)

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that is targeted and responsive both to the volume of EOIs received and the scope of such EOIs. It is currently anticipated that the SISP will be structured as a single-phase process over an abridged time period with the successful transaction identified and approved by the Court within the proposed Stay Period. The precise details of the SISP will be confirmed once all EOIs are received and reviewed by the Proposal Trustee and the Applicants.

9. The Applicants expect to seek approval of the SISP at the hearing of their application on July 29 and will file supplemental materials regarding such SISP as soon as possible after EOIs are received.

10. In addition to the SISP, the Applicants require an increase to the Interim Facility in order to fund their payroll obligations, normal course business expenses and the costs of these NOI Proceedings during the requested Stay Period. The current Interim Financing Term Sheet has a maturity date of August 1, 2025. The Interim Lender has confirmed that it will not agree to an increase to the Interim Facility until EOIs are received and it has confirmed the value in continuing to fund the NOI Proceedings. Accordingly, while the Applicants are currently working with the Interim Lender to finalize a cash flow forecast for the proposed Stay Period, they will not be in a position to confirm the details of such increase or seek approval of same until on or after July 25, 2025.

11. As a result, and similar to the SISP, the Applicants expect to file supplemental materials regarding an increase to the Interim Facility and Interim Lender's Charge as soon as possible after the EOIs are received.

12. In addition to administering the Solicitation Process with the Proposal Trustee, since commencement of these NOI Proceedings, the Applicants have:

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- (a) engaged extensively with customers, suppliers, vendors and other third parties regarding matters related to their respective relationships with the Applicants and these NOI Proceedings;
- (b) prepared and issued records of employment to all employees terminated immediately prior to the NOI Proceedings and fielded a large number of employee inquiries regarding severance, benefits, return of company property, and other matters;
- (c) completed all required reporting to the Interim Lender under the Interim Facility Term Sheet with the assistance of the Proposal Trustee;
- (d) worked with the Proposal Trustee to prepare updated cash flows with respect to the proposed Stay Period; and
- (e) took all necessary measures to secure and maintain the Applicants' property during this period of scaled back operations as part of these NOI Proceedings (as discussed further in the Conway Affidavit).

Stay Extension

13. In the event the Interim Lender agrees to increase the Interim Facility to ensure that the Applicants have sufficient liquidity to continue their operations and fund these NOI Proceedings, the Applicants are seeking to extend the current stay period up to and including September 15, 2025. The current stay period will expire on August 1, 2025.

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14. The extension of the current stay period is necessary to allow the SISP to be undertaken by the Applicants and the Proposal Trustee for the benefit of the Applicants' stakeholders. The Applicants have been clear since commencement of these NOI Proceedings that the purpose of the filings is to provide the Applicants with the breathing space and working capital necessary to complete a going concern sale, an investment, or a sale of substantially all of the Applicants' assets. Such efforts remain underway, with the EOI submission deadline coming up on July 25th. The requested extension to the stay period will allow the Applicants to advance these efforts to conclusion with the intention of seeking Court approval of the successful transaction within the Stay Period.

15. The Applicants have acted, and continue to act, in good faith and with due diligence in these NOI Proceedings. Since commencement of the NOI Proceedings, the Applicants have, in conjunction with the Proposal Trustee, conducted the Solicitation Process and undertaken extensive engagement with key stakeholders. The Applicants accordingly believe that the requested extension of the current stay period is necessary and appropriate in the circumstances.

Second KERP

16. As discussed further in the Conway Affidavit, in order to facilitate these NOI Proceedings, the Applicants: (a) terminated the employment of 192 employees on June 30, 2025, leaving only a skeleton crew of 11 employees (i.e. 5% of the prior workforce, one of whom is currently on medical leave, leaving only 10 active employees) to assist the Applicants to navigate these NOI proceedings; and (b) suspended the vast majority of corporate operations (including sales, marketing, and service and warranty work), other than as necessary to maintain basic corporate functions and to assist in developing and implementing the Solicitation Process.

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17. The 11 individuals who remain employed by the Applicants were all identified as business critical and necessary to maximize the chances of success of these NOI Proceedings. The Applicants accordingly sought, and the Court approved, a KERP in the July 4 Order to facilitate and encourage the continued employment of such individuals. The terms of the KERP were as follows:

- (a) each of the 9 non-executive employees remaining in the employment of the Applicants post- June 30th would be offered a one-time lump sum incentive bonus of \$10,000 to incentivize them to continue their employment with the Applicants during the initial 30 days of the NOI proceedings;
- (b) the KERP payment would be paid to each of the 9 non-executive employees on August 1, 2025; and
- (c) payments to the employees under the KERP would only be made if, as at August 1, 2025, the employee had fulfilled his or her employment obligations and had not voluntarily resigned or been terminated for cause.

18. In accordance with the July 4 Order, the Applicants intend to pay the KERP payments to the applicable employees on August 1, 2025.

19. The Applicants are seeking the Second KERP to facilitate and encourage the continued employment of these individuals during the extended Stay Period for all the reasons previously identified in the Conway Affidavit, namely:

- (a) the Applicants are concerned that if the Second KERP and the increase to the KERP Charge are not approved by this Court, the remaining employees may depart and

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seek employment elsewhere. The resignation of any of these employees could (depending on the individual) significantly hamper the efforts of the Applicants in these NOI proceedings;

- (b) the Applicants expect that it will be difficult, if not impossible, to replace certain individuals should they resign in light of the expected short duration of these NOI Proceedings and the Applicants' current financial circumstances, and
- (c) the remaining employees have, and will continue to, face increased workloads as they are required to maintain the Applicants' business operations (on the scaled down basis discussed above), while also meeting the demands of the Solicitation Process/SISP and these NOI proceedings.

20. The terms of the proposed Second KERP are currently under discussion between the Applicants, the Proposal Trustee and the Interim Lender and, like the requested increase to the Interim Facility and the proposed SISP, the precise details of, and the Interim Lender's support for, the Second KERP are dependent on the results of the Solicitation Process. The Applicants accordingly expect to file supplemental materials regarding the terms of the proposed Second KERP as soon as possible after EOIs are received.

21. The Applicants will also be seeking an increase to the KERP Charge to secure all payments to be made under the Second KERP up to the confirmed aggregate maximum amount.

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

SWORN BEFORE ME at Calgary,
Alberta, by two-way videoconferencing with
the deponent this 21st day of July, 2025.
I certify that Michael Saitow satisfied me that
he was a person entitled to swear.

}



Commissioner for Taking Affidavits in and for
the Province of Alberta

Emma Catherine Stirling
Student-at-Law

Michael Saitow



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

SWORN BEFORE ME at Calgary,
Alberta, by two-way videoconferencing with
the deponent this 21st day of July, 2025.
I certify that Michael Saitow satisfied me that
he was a person entitled to swear.

}

Michael Saitow

Commissioner for Taking Affidavits in and for
the Province of Alberta

Michael Saitow

LA
MDS

This is **Confidential Exhibit “F”** to the Affidavit of Mark Dickinson
sworn before me this 17th day of September 2025.

A handwritten signature in black ink, appearing to read 'Homa Aminnejad', is written over a horizontal line.

Notary Public/Commissioner for Oaths in and for Alberta

Homa Aminnejad
Barrister & Solicitor

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Confidential Exhibit “F”

hA

This is **Exhibit “G”** to the Affidavit of Mark Dickinson
sworn before me this 17th day of September 2025.

A handwritten signature in black ink, appearing to read 'Homa Aminnejad', is written over a horizontal line.

Notary Public/Commissioner for Oaths in and for Alberta

Homa Aminnejad
Barrister & Solicitor

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ASSET PURCHASE AGREEMENT
BETWEEN
LAFAYETTE SYSTEMS, INC.
AND
ATTABOTICS INC.
DATED AS OF SEPTEMBER 17, 2025

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ASSET PURCHASE AGREEMENT

This Agreement is dated as of September 17, 2025

AMONG: **LAFAYETTE SYSTEMS, INC.**, a corporation existing under the laws of the State of Kentucky;
(the “**Purchaser**”)

AND: **ATTABOTICS INC.**, a corporation existing under the laws of the Province of Alberta;
(the “**Vendor**”)

- A. **WHEREAS** the Vendor and ATTAbotics (US), Corp. (collectively, the “**Companies**”) operate a business consisting primarily of the development of robotic goods-to-person storage and retrieval systems and related automation technologies;
- B. **WHEREAS** the Companies filed Notices of Intention to Make a Proposal (the “**Proposal Proceedings**”) under Part III, Division I of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) on July 2, 2025 (the “**Filing Date**”), resulting in proceedings before the Court of King’s Bench of Alberta (the “**Court**”), and obtained an order from the Court on July 4, 2025, among other things, consolidating the Proposal Proceedings for administrative purposes and authorizing the Vendor, as borrower, to obtain interim funding (the “**DIP Loan**”) from Export Development Canada, as lender (in such capacity, the “**DIP Lender**”);
- C. **WHEREAS** the Court made an order on July 29, 2025 (the “**SISP Order**”) authorizing and directing Richter Inc., in its capacity as proposal trustee in the Proposal Proceedings (in such capacity, the “**Proposal Trustee**”), with the assistance of its advisors and the Vendor, and in consultation with the DIP Lender, to conduct a sale and investment solicitation process (the “**SISP**”) in accordance with the procedures set out in Schedule “A” to the SISP Order (the “**SISP Procedures**”);
- D. **WHEREAS** the Purchaser participated in the SISP, submitting a Qualified Bid (as defined in the SISP Order) and such Qualified Bid has been designated by the Proposal Trustee, in consultation with the Companies and the DIP Lender, as a Successful Bid (as defined in the SISP Order); and
- E. **WHEREAS** in accordance with the SISP Procedures and the Purchaser’s Successful Bid (on the terms reflected in this Agreement), the Vendor wishes to sell, and the Purchaser wishes to purchase, the Purchased Assets (as defined herein) on an “as-is, where-is” basis, upon the terms and subject to the conditions of this Agreement;

JK

NOW THEREFORE, in consideration of the premises and mutual agreements contained in this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The capitalized words and expressions used in this Agreement or in its schedules have the meaning set out in Schedule 1.1.

1.2 Articles, Sections and Headings

The division of this Agreement into articles, sections and schedules and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

1.3 Interpretation

The term “including” means “including, without limiting the generality of the foregoing”. References to articles, sections or schedules are to articles, sections and schedules of this Agreement or of its schedules unless otherwise expressly stated and a reference to a document, instrument, or agreement also refers to all its respective addenda, exhibits, or schedules. Reference to a statute or statutory provision refers, unless specified otherwise, to that statute or statutory provision as it may be amended, or to any restated or successor statute or statutory provision of comparable effect.

1.4 Currency

Except as expressly provided in this Agreement, all references to currency in this Agreement are to Canadian dollars.

1.5 Calculation of Time

- (a) *Calculation of Time.* Unless otherwise specified, if a period within or following which any payment is to be made or act is to be done is expressed in days, the day on which the period starts is not counted, but the day on which the period ends is. If the period is expressed in months, it expires on the day, in the last month, that bears the same calendar number as the day of the act or notice having given rise to the period; if there is no such calendar number in that month, the period expires on the last day of the month. Where the last day of any period is not a Business Day, that period will be extended to the next Business Day following the day on which it would otherwise end.
- (b) *Business Days.* Any action to be taken or payment to be made pursuant to this Agreement which would otherwise be required to be made on a day that is not a Business Day, must be taken or made on the first Business Day following that day.

- (c) *Time of Day.* All references to times of the day are to the times of the day in Calgary, Alberta.

1.6 Schedules

The following schedules are incorporated by reference and deemed to be part of this Agreement:

Schedules

- 1.1 Definitions
- 1.1.38 Intellectual Property
- 1.1.72 Transferred Permits
- 3.2 Allocation of Purchase Price
- 4.1 Representations and Warranties of the Vendor
- 4.2 Representations and Warranties of the Purchaser
- 9.12 Addresses for Notice

Exhibit A Form of Approval and Vesting Order

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale of Assets

In consideration for the Purchase Price and the assumption of the Assumed Obligations and subject to the terms and conditions of this Agreement, on the Closing Date, the Vendor shall sell, transfer and convey to the Purchaser, on and “as-is, where-is” basis, free and clear of all Encumbrances, and the Purchaser shall purchase, on and “as-is, where-is” basis, at the Purchaser’s own risk and peril, free and clear of all Encumbrances, all of the Vendor’s right, title and interest in, to and under the following assets, properties and rights, to the extent that such assets, properties and rights exist as of the Closing Date (the “**Purchased Assets**”):

- (a) Inventory;
- (b) Rolling Stock;
- (c) Equipment;
- (d) Computer Equipment;
- (e) Capital Assets;
- (f) Intellectual Property;
- (g) Transferred Permits; and

- (h) Goodwill.

2.2 Excluded Assets

Other than the Purchased Assets listed in Section 2.1, the Purchaser expressly understands and agrees that it is not purchasing or acquiring, and the Vendor is not selling or assigning, any right, title or interest in or to or under any other assets or properties of the Vendor, and all such other assets and properties shall be excluded from the Purchased Assets (collectively, the “**Excluded Assets**”). Excluded Assets include the following assets and properties of the Vendor:

- (a) all Accounts Receivable;
- (b) all cash, bank balances, monies in possession of banks and other depositories, term deposits and similar cash property, cash equivalents, securities and short-term investments;
- (c) all Immovable Property Leases;
- (d) all Service Offers
- (e) all contracts, agreements, or leases written or oral to which the Vendor is a party or by which the Vendor is bound or which the Vendor has or will have any liability or contingent liability or right;
- (f) shares, partnership or joint venture interests and any other securities or equity interests of any Person;
- (g) the Vendor’s rights in respect of all communications and documents protected by professional privilege pertaining to the transactions provided for in this Agreement and in the Closing Documents;
- (h) the corporate seals, organizational documents, minute books, securities registers, Tax Returns, books of account or other records having to do with the corporate organization of the Vendor, all employee-related or employee benefit-related files or records and any other books and records that are not exclusively related to the Purchased Assets or that the Vendor is prohibited from disclosing or transferring to the Purchaser under Applicable Law and is required by Applicable Law to retain;
- (i) subject to Section 5.7, all insurance policies of the Vendor and all rights to applicable claims and proceeds thereunder;
- (j) all Tax assets and Tax attributes (including duty and Tax refunds and prepayments) of the Vendor, including any GST/HST and other Tax receivables, as well as future Tax receivables and Tax refund entitlements;
- (k) refunds in respect of reassessments for Taxes relating to the Purchased Assets paid prior to the Closing;

- (l) all of the Vendor's rights and benefits under this Agreement and any Closing Document;
- (m) all Employee Plans; and
- (n) all other assets, properties and rights of the Vendor, of every kind and nature, whether real, personal or mixed, tangible or intangible, wherever located, that are not explicitly mentioned in Section 2.1.

2.3 Assumed Obligations

The Purchaser shall assume, on the Closing Date, and shall pay, perform and discharge when due after the Closing, the following liabilities and obligations of the Vendor (the "**Assumed Obligations**"):

- (a) all of the Vendor'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;
- (d) all Cure Costs expressly assumed by the Purchaser pursuant to Section 2.6(b); and
- (e) all liabilities and obligations of or expressly assumed by the Purchaser pursuant to Section 5.8.

2.4 Excluded Liabilities

The Purchaser shall not assume and shall not be responsible to pay, perform or discharge any of the liabilities or obligations of the Vendor that are not Assumed Obligations (collectively, the "**Excluded Liabilities**"). Without limiting the generality of the foregoing, the Excluded Liabilities include the following:

- (a) any of the Vendor's obligations under its accounts payable and other accrued liabilities of the Vendor including Post-Filing Claims;
- (b) any liabilities or obligations relating to or arising out of the Excluded Assets;
- (c) any liabilities or obligations for income Taxes payable by the Vendor; and
- (d) any liabilities or obligations retained by the Vendor relating to or arising out of the employment, or termination of employment, of any Employee pursuant to Section 5.8.

2.5 Transfer and Assignment of Permits

- (a) *Obtaining Consents.* Prior to Closing, to the extent that a Permit is assignable or otherwise transferable by the Vendor to the Purchaser, then the Vendor, with the assistance of the Purchaser, shall use commercially reasonable efforts to obtain all necessary consents or approvals to assign or otherwise transfer such Permits to the Purchaser. The Purchaser shall pay all costs required in connection with the assignment or transfer of any Permit (which costs shall be in addition to the Purchase Price).
- (b) *Transfer and Assignment.* At the Closing, on and subject to the terms and conditions of this Agreement and the Approval and Vesting Order, all of the Vendor's rights, benefits and interests in, to and under the Permits, to the extent assignable, shall be assigned to the Purchaser, the consideration for which is included in the Purchase Price.
- (c) *Where Consent Required.* Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or otherwise transfer any Permit to the extent such Permit is not assignable or transferable under Applicable Law or the terms of the applicable Permit provide that it is not assignable without the consent of another Person, unless such consent has been obtained.
- (d) *Post-Closing Assignment.* Notwithstanding anything in this Agreement to the contrary, if the consent or approval of any Person is required to assign or otherwise transfer a Permit but such consent or approval is not obtained prior to Closing, (i) the Vendor and the Purchaser shall use their commercially reasonable efforts to obtain the necessary consents or approvals to the assignment or transfer of such Permit to the Purchaser as soon as practicable following Closing, (ii) neither Party shall be considered to be in breach of this Agreement, (iii) the failure to assign or otherwise transfer such Permit shall not be a condition to Closing and shall not give rise to a right of the Purchaser to terminate this Agreement, (iv) the Purchase Price shall not be subject to adjustment, and (v) the Closing shall not be delayed.
- (e) *Obtaining Replacement Permits.* To the extent that a Permit is not assignable or otherwise transferrable by the Vendor to the Purchaser, the Purchaser shall use commercially reasonable efforts to obtain a Replacement Permit. The Purchaser shall pay all costs required in connection with obtaining any Replacement Permit (which shall be in addition to the Purchase Price). The Purchaser acknowledges and agrees that in no event shall the obtaining of such Replacement Permits be a condition precedent to its obligation to effect the Closing.

2.6 Additional Exclusions and Inclusions

- (a) From the date of this Agreement until the date that is two (2) Business Days prior to Closing, the Purchaser, acting reasonably and in good faith shall have the right to request that specific assets of the Vendor be redesignated as Excluded Assets.

Such requests shall be made in writing to the Proposal Trustee, specifying the assets to be so excluded. The Proposal Trustee shall promptly review and, in consultation with the Vendor and the Purchaser, implement any such exclusions. For greater certainty, there shall be no adjustment to the Purchase Price as a result of the Purchaser electing to have any specific additional assets redesignated as Excluded Assets.

- (b) From the date of this Agreement until the date that is two (2) Business Days prior to Closing, the Purchaser, acting reasonably and in good faith shall have the right to request that specific assets of the Vendor be redesignated as Purchased Assets. Such requests shall be made in writing to the Proposal Trustee, specifying the assets to be so redesignated. Upon consent of the Vendor and the Proposal Trustee, each acting reasonably, the Proposal Trustee shall implement any such redesignation. For greater certainty, the Purchaser shall be responsible for Cure Costs payable, if any, in respect of any redesignation of assets as Purchased Assets pursuant to this Section 2.6(b).

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price

The aggregate purchase price for the Vendor's right, title and interest in, to and under Purchased Assets (the "**Purchase Price**") shall be, without duplication [REDACTED] plus applicable GST/HST (the "**Cash Purchase Price**"), plus consideration payable, if any, under the Deferred Payment Agreement.

3.2 Satisfaction of Purchase Price

- (a) The Purchaser has paid to the Proposal Trustee, on behalf of the Vendor, a deposit towards the Cash Purchase Price in the aggregate amount of [REDACTED] (which, for greater certainty, represents an amount equal to ten percent (10%) of the Cash Purchase Price) (the "**Deposit**"), it being agreed and acknowledged by the Parties that the Deposit will be held in escrow by the Proposal Trustee in an interest-bearing account on behalf of the Vendor and shall be credited against payment of the Cash Purchase Price or returned or forfeited, as the case may be, in accordance with the SISP Procedures and this Agreement.
- (b) On the Closing Date, the Purchaser shall satisfy the Purchase Price payable on Closing by: (i) the Deposit which shall be applied against the Cash Purchase Price; (ii) payment to the Proposal Trustee, on behalf of the Vendor, of an amount equal to [REDACTED], representing the balance of the Cash Purchase Price, to be paid by wire transfer of immediately available funds to an account designated in writing by the Proposal Trustee; and (iii) assuming the Assumed Obligations.

3.3 Allocation of Purchase Price

The Parties shall report the transaction described herein in a manner entirely consistent with Schedule 3.2, and shall not take any position inconsistent therewith, in the filing of their respective Tax Returns or in the course of any audit by any Governmental Authority, Tax review or Tax proceeding relating to such Tax Returns. For the avoidance of doubt and without restricting the generality of the foregoing, the aggregate cost to be reported by the Purchaser in computing the cost amounts of the Purchased Assets for purposes of the ITA resulting solely from the acquisition of the Purchased Assets for the Purchase Price, and the aggregate proceeds of disposition to be reported by the Vendor for the purposes of the ITA from the sale of the Purchased Assets hereunder, shall be equal to the total amount reflected on Schedule 3.2.

3.4 Sales Taxes

- (a) All amounts payable by the Purchaser to the Vendor pursuant to this Agreement do not include any value-added, goods and services, harmonized sales, sales, retail, transfer, use, consumption, multi-staged, personal property, customs, excise, stamp, land transfer, or similar taxes, duties, or charges (including GST/HST) (collectively “**Transfer Taxes**”) and all Transfer Taxes payable on the transfer, sale, conveyance, assignments, delivery of the Purchased Assets pursuant to Section 2.1 and in respect of the amounts that are payable by the Purchaser to the Vendor pursuant to Section 3.1 and Section 3.2 hereof are the responsibility of and for the account of the Purchaser.
- (b) Where the Vendor is required by law or by administration thereof to collect any applicable Transfer Taxes from the Purchaser, the Purchaser shall pay such Transfer Taxes to the Vendor concurrent with the payment of any consideration upon which such Transfer Taxes are calculated or at such later date as is permitted or requested by the Vendor. Notwithstanding the foregoing, the Vendor shall not collect from Purchaser GST/HST payable on the transfer, sale, conveyance, assignments, delivery of the Purchased Assets pursuant to Section 2.1 if the Purchaser and the Vendor have jointly made the GST/HST election in respect of such GST/HST as set out in Section 3.5 hereof. Where the Vendor is not required by law or by administration thereof to collect applicable Transfer Taxes, the Purchaser shall remit such Transfer Taxes directly to the applicable Governmental Authority consistent with the allocation of the Purchase Price made pursuant to Schedule 3.2 and shall provide notice, and upon written request by the Vendor, evidence of remittance of such payments. The Purchaser shall indemnify and save the Vendor and its directors, employees and shareholders harmless against and in respect of any and all amounts assessed by the Canada Revenue Agency or any other applicable Governmental Authority in respect of any failure on the part of the Purchaser to pay any Transfer Taxes payable by the Purchaser in connection with an election, exemption, or other relief being denied, or otherwise in connection with the transactions contemplated by this Agreement, including all taxes, penalties or interest thereon. This indemnity shall survive the Closing Date.

3.5 GST/HST Elections

The Purchaser and the Vendor shall, on the Closing Date, elect jointly under subsection 167(1) of the ETA and under any similar provision of any applicable provincial legislation, in the form prescribed for the purposes of each such provision, in respect of the sale and transfer of the Purchased Assets hereunder, and the Purchaser shall file such elections with the Canada Revenue Agency and any other applicable Governmental Authorities within the time and in the manner required by Applicable Laws.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 As-is, Where-is Sale

The Vendor represents and warrants to the Purchaser as set forth in Schedule 4.1 only. The representations and warranties of the Vendor in Schedule 4.1 and the Vendor's covenants in article 5, shall terminate at Closing and thereafter shall be of no further force or effect. The Vendor makes no further representation or warranty, whether express or implied, statutory or otherwise, with respect to the Vendor, the Purchased Assets, the Assumed Obligations or this Agreement and the transactions associated with this Agreement. The Purchaser acknowledges and confirms that, notwithstanding any other provision in this Agreement:

- (a) it is entering into this Agreement and acquiring the Purchased Assets and assuming the Assumed Obligations, on an "as-is, where-is" basis as they exist as of the Closing at the Purchaser's own risk and peril and shall accept the Purchased Assets in their respective states, conditions and locations as of the Closing (including the state of title of the Purchased Assets, the existence of any Encumbrance affecting the Purchased Assets, the existence of any default on the part of the Vendor, the physical, Environmental or other condition of, in, on, under or in the vicinity of the Leased Immovable Properties, the use permitted at the Leased Immovable Properties, the structural integrity or any other aspect of the physical condition of any Purchased Assets (including the existence of any known or unknown defects), the conformity of any building to any plans or specifications (including any plans and specifications that may have been or which may be provided to the Purchaser), compliance with Applicable Laws, the conformity of the Leased Immovable Properties to past, current or future applicable zoning or building code requirements or other Applicable Laws, the availability of public utilities, access, parking and/or services for the Leased Immovable Properties, the fitness or suitability of the Leased Immovable Properties for occupancy or any intended use (including matters relating to health and safety), the presence, release or use of wastes of any nature, hazardous substances, pollutants, contaminants or other regulated substances in, under, on or about the Leased Immovable Properties or any neighbouring lands);
- (b) it has conducted to its satisfaction such independent searches, investigations and inspections of the Purchased Assets and the Assumed Obligations as it deemed

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appropriate, and based solely thereon, has determined to proceed with the transactions contemplated by this Agreement;

- (c) neither the SISP Team nor any other Person is making, and the Purchaser is not relying on, any representations, warranties, guarantees, conditions or other statements of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, concerning the Purchased Assets, the Vendor's right, title or interest in, to or under the Purchased Assets or the Assumed Obligations, including with respect to merchantability, physical or financial condition, description, fitness for a particular purpose, suitability for development, title, description, use or zoning, Environmental condition, existence of any parts and/or components, latent defects, quality, quantity or any other thing affecting any of the Purchased Assets or normal operation thereof or in respect of any other matter or thing whatsoever, including any and all conditions, warranties or representations expressed or implied pursuant to any Applicable Law in any jurisdiction, which the Purchaser confirms do not apply to this Agreement and are waived in their entirety by the Purchaser;
- (d) without limiting the generality of the foregoing, the SISP Team has made no representation or warranty as to any regulatory approvals, permits and licences, consents or authorizations that may be needed to complete the transactions contemplated by this Agreement or to operate the Purchased Assets or any portion thereof, and the Purchaser is relying entirely on its own investigation, due diligence and inquiries in connection with such matters;
- (e) all written and oral information obtained from the SISP Team, including in any teaser letter, asset listing, confidential information memorandum or other document made available to the Purchaser (including in certain data rooms, management presentations, site visits and diligence meetings or telephone calls), with respect to the Purchased Assets or the Assumed Obligations has been obtained for the convenience of the Purchaser only, and the SISP Team has not made any representation or warranty, express or implied, statutory or otherwise as to the accuracy or completeness of any such information;
- (f) any information regarding or describing the Purchased Assets or the Assumed Obligations in this Agreement or in any other agreement or instrument contemplated hereby is for identification purposes only and is not relied upon by the Purchaser, and no representation, warranty or condition, express or implied, has or shall be given by the SISP Team or any other Person concerning the completeness or accuracy of such information or descriptions;
- (g) except as otherwise expressly provided in this Agreement, the Purchaser unconditionally and irrevocably waives any and all actual or potential rights or Claims the Purchaser might have against the SISP Team pursuant to any warranty, express or implied, legal or conventional, of any kind or type. Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and Claims of every kind

and type, including Claims regarding defects, whether or not discoverable or latent, product liability Claims, or similar claims and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights;

- (h) for greater certainty, the Purchaser shall have no recourse or claim of any kind against the SISP Team or the proceeds of the transactions contemplated by this Agreement following the Closing; and
- (i) this Section 4.1 shall not merge at the Closing and is deemed incorporated by reference in all Closing Documents and deliveries.

4.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of the Vendor as set forth in Schedule 4.2 and acknowledges that the Vendor is relying upon such representations and warranties in entering into this Agreement.

ARTICLE 5 COVENANTS

5.1 Access

From the date of this Agreement until the earlier of the Closing or the date this Agreement is terminated pursuant to its terms, the Vendor shall permit the Purchaser and its employees, agents, counsel and accountants or other representatives to have reasonable access during business hours, upon reasonable notice, to the Vendor, its properties and its books and records relating to the Purchased Assets and the Assumed Obligations for the purposes of preparing for its acquisition of the Purchased Assets, provided that any such access shall be conducted at the Purchaser's sole expense, in accordance with Applicable Law, under the supervision of the Vendor's personnel and in such a manner as to maintain confidentiality and not to unreasonably interfere with the normal operations of the Business, and the Vendor will not be required to provide access to any confidential, privileged or otherwise sensitive information, as determined by the Vendor and the Proposal Trustee, each acting reasonably.

5.2 Application for Approval and Vesting Order

As soon as practicable after the date hereof, the Vendor will serve and file an application seeking the issuance of the Approval and Vesting Order. The Vendor will diligently use its commercially reasonable efforts to seek the issuance and entry of the Approval and Vesting Order and the Purchaser will reasonably cooperate with the Vendor in its efforts to obtain the Approval and Vesting Order. The Vendor's application materials for the Approval and Vesting Order will be in form and substance satisfactory to counsel to the Purchaser, acting reasonably. The Vendor will provide counsel to the Purchaser a reasonable opportunity to review a draft of the application materials to be served and filed with the Court, it being acknowledged that the application materials should be served as promptly as reasonably possible following the execution of this Agreement, and will serve the materials on the service list prepared by the Vendor and reviewed by the Proposal Trustee, and on other

interested parties, and in the manner as counsel to the Purchaser may reasonably require. The Vendor will promptly inform counsel for the Purchaser of any and all threatened or actual objections to the application for the issuance of the Approval and Vesting Order of which the Vendor becomes aware, and will promptly provide to the Purchaser a copy of all written objections received.

5.3 Vendor's Covenants during the Interim Period

- (a) During the Interim Period, the Vendor shall, at the Purchaser's sole cost and expense, perform all obligations required to be performed by it under this Agreement, cooperate with the Purchaser in connection therewith, and, without limiting the generality of the foregoing, the Vendor shall:
 - (i) act diligently to effect all necessary registrations, filings and submissions of information required by Governmental Authorities from them relating to the transactions contemplated under this Agreement;
 - (ii) act diligently to satisfy all conditions precedent to be completed by it as set forth in this Agreement;
 - (iii) act diligently to maintain all Permits relating to the operation of the Business, it being understood that in no event shall the obtaining of Permits for the Purchaser be a condition precedent to the Purchaser's obligation to effect the Closing; and
 - (iv) not take any action, or permit any action to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to prevent, delay or otherwise impede the consummation of the transactions contemplated by this Agreement.
- (b) During the Interim Period, the Vendor shall promptly notify the Purchaser in writing of:
 - (i) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, Order, approval, agreement, amendment or confirmation) of such Person (or another Person) is or may be required in connection with this Agreement or the transactions contemplated thereby;
 - (ii) unless prohibited by Applicable Law, any notice or other communication from any Governmental Authority in connection with this Agreement or the transactions contemplated thereby (and the Vendor shall contemporaneously provide a copy of any such written notice or communication to the Purchaser); or
 - (iii) any legal proceeding commenced or, to the knowledge of the Vendor, threatened against, relating to or involving or otherwise

affecting the Vendor or its Affiliates, which could reasonably be expected to prevent or materially delay the consummation of the transactions contemplated under this Agreement.

- (c) Subject to the availability of sufficient advances under the DIP Loan, during the Interim Period, except (i) as contemplated or permitted by this Agreement, (ii) as necessary in connection with the Proposal Proceedings or the SISF Order, (iii) as otherwise provided in any Order, or (iv) as consented to by the Purchaser, such consent not to be unreasonably withheld, conditioned or delayed, the Vendor shall, and shall cause its Affiliates to, continue to maintain the Purchased Assets in substantially the same condition as on the date of this Agreement and shall maintain all policies of insurance held by the Vendor which relate to the Purchased Assets or the operation of the Business at levels historically maintained by the Vendor, copies of which will be provided by the Vendor to the Purchaser with two (2) Business Days following the execution and delivery of this Agreement by the Parties.

5.4 Purchaser's Covenants during the Interim Period

- (a) During the Interim Period, the Purchaser shall perform all obligations required to be performed by it under this Agreement, cooperate with the Vendor and the Proposal Trustee in connection therewith, and, without limiting the generality of the foregoing, the Purchaser shall:
 - (i) act diligently to effect all necessary registrations, filings and submissions of information required by Governmental Authorities relating to the transactions contemplated by this Agreement;
 - (ii) act diligently to satisfy all conditions precedent set forth in this Agreement and comply promptly with all requirements imposed by Applicable Law or Orders with respect to this Agreement or the transactions contemplated thereby; and
 - (iii) act diligently, upon reasonable consultation with the Vendor and the Proposal Trustee, to oppose, lift or rescind any Order seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the transactions contemplated under this Agreement and defend, or cause to be defended, any action to which it is a party or brought against it or any of their respective directors or officers challenging this Agreement or the transactions contemplated thereby.
- (b) During the Interim Period, the Purchaser shall promptly notify the Proposal Trustee in writing of:
 - (i) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, Order, approval, agreement, amendment or confirmation) of such Person (or another

Person) is or may be required in connection with this Agreement or the transactions contemplated thereby;

- (ii) unless prohibited by Applicable Law, any notice or other communication from any Governmental Authority in connection with this Agreement or the transactions contemplated thereby (and the Purchaser shall contemporaneously provide a copy of any such written notice or communication to the Proposal Trustee); or
 - (iii) any legal proceeding commenced or, to the knowledge of the Purchaser, threatened against, relating to or involving or otherwise affecting the Purchaser which could reasonably be expected to prevent or materially delay the consummation of the transactions contemplated under this Agreement.
- (c) Except as required by Applicable Law (provided that Purchaser consults Company and Proposal Trustee prior to making any filings with any Governmental Authorities which are required by Applicable Law) during the Interim Period the Purchaser shall not make any submissions or filings with any Governmental Authority related to the Purchased Assets or transactions contemplated in this Agreement without the prior written consent of the Company and the Proposal Trustee.

5.5 Confidentiality

In addition to its obligations under the confidentiality and non-disclosure agreement signed by the Purchaser in favour of the Vendor, the Purchaser shall keep confidential all non-public information related to the Vendor which is furnished to the Purchaser by the Vendor and their respective Affiliates or on their behalf (for the purposes of this Section 5.5, the “**Confidential Information**”) and shall use the Confidential Information only for the purpose of implementing the transactions contemplated under this Agreement and for no other purpose, and shall not disclose such Confidential Information in any manner whatsoever, in whole or in part, except (i) with the prior written consent and approval of the Proposal Trustee, (ii) to their representatives on a confidential basis, (iii) if required by Applicable Laws (provided that the Purchaser shall immediately notify the Proposal Trustee and the Vendor of any request for disclosure purported to be required under Applicable Laws and shall consult with the Proposal Trustee and the Vendor on the advisability of taking legally available steps to resist or narrow the request or avoid the requirement and cooperate with the Vendor and the Proposal Trustee in seeking a protective order or other appropriate remedy), or (iv) as required in order for the Purchaser to enforce or defend their rights under this Agreement.

In the event that the Purchaser provides Confidential Information to its representatives, it shall inform such representatives of the confidential nature of such Confidential Information and shall cause each of its representatives to treat such Confidential Information confidentially in accordance with this Section 5.5 and not disclose such

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Confidential Information. The Purchaser shall be responsible for any failure of any of its representatives to comply with this Section 5.5.

If this Agreement is terminated pursuant to Section 8.1, the Purchaser shall: (a) promptly return to the Proposal Trustee or destroy all physical copies of any Confidential Information, then in the Purchaser's or its representatives' possession, (b) destroy all electronic copies of the Confidential Information in a manner that ensures that such Confidential Information may not be retrieved or undeleted by the Purchaser or its representatives in the ordinary course, and (c) deliver to the Proposal Trustee a confirmation executed by a duly authorized senior officer of the Purchaser indicating that the requirements hereunder have been satisfied in full, provided that the Purchaser may retain data or electronic records containing the Confidential Information solely for the purposes of legal or regulatory compliance, backup, recovery, contingency planning or business continuity planning, so long as such data or records are not accessible in the ordinary course of business and are not accessed except as required for legal or regulatory compliance, backup, recovery, contingency planning or business continuity planning purposes.

5.6 Maintenance and Access to Records

The Purchaser agrees that it will retain, in a source or medium accessible from Canada, all books and records and any other documents, information and files relating to the Vendor and forming part of the Purchased Assets which are delivered to it by the Vendor and/or are in the Purchaser's possession on the Closing and relating to any period ending on or prior to the Closing Date for a period of seven (7) years following the Closing Date. So long as such books and records and such other documents, information and files are retained by the Purchaser, the Vendor or its authorized representatives shall have reasonable access to such documents, information and files but the Purchaser shall not be responsible or liable to the Vendor for or as a result of any loss or destruction of or damage to any such books, or records or such other documents, information and files. In addition, the Vendor may also retain any copy of the documents, information and files which it deems appropriate.

5.7 Risk of Loss

In the event the Purchased Assets are damaged or destroyed or appropriated, expropriated or seized by any Person, on or prior to the Closing Date, the Purchaser will complete the transactions contemplated by this Agreement without reduction of the Purchase Price. In such event all proceeds of insurance or compensation for expropriation or seizure in respect thereof, if any, to a maximum of that portion of the Purchase Price attributable to the Purchased Assets which are so damaged or destroyed or appropriated, expropriated or seized, will be payable to the Purchaser and all right and claim of the Vendor to any such amounts not paid by the Closing Date will be assigned to the Purchaser.

5.8 Employees

- (a) The Vendor shall terminate the employment of all its Employees effective at the Closing Date, and shall be responsible for all accrued or earned and outstanding compensation owing to them as of the Closing Date, including without limitation, salary, wages, overtime, benefits, commissions, bonuses, incentive payments, sick leave pay, vacation pay and severance pay owing pursuant to their employment, and shall provide to the Purchaser evidence, satisfactory to the Purchaser at the Closing, that the said Employees' employment has been so terminated. Within ten (10) days of the execution and delivery of this Agreement by the Parties, the Purchaser shall provide the Vendor with a list of Employees who will be offered employment by the Purchaser, in the Purchaser's sole discretion (the "**Offered Employees**"). At least ten (10) days prior to, but conditional on, Closing and with effect as of the Closing Date, the Purchaser shall make written offers of employment to the Offered Employees, such offers of employment to the Offered Employees shall be on terms and conditions that are substantially similar in the aggregate (including with respect to title, duties, reporting relationships, compensation, incentive opportunity, benefits, vacation entitlement, termination entitlements (including accrued service), hours of work and work location) as those enjoyed by such Offered Employees immediately prior to Closing. Each offer of employment will expressly provide that the Purchaser recognizes all employment service with the Vendor for all statutory purposes and common law entitlements, including for the purpose of vacation entitlement, termination notice, severance pay, common law notice, or pay in lieu of notice on termination of employment with the Purchaser. The Purchaser shall provide copies of each offer of employment to be made to the Offered Employees to the Vendor for review, comment and approval five (5) days in advance of the sending of same to the Offered Employees.
- (b) All of the Offered Employees who accept the Purchaser's offer of employment shall hereinafter be referred to as "**Continuing Employees**". The Vendor shall cooperate with the Purchaser in giving notice to the Offered Employees concerning such matters referred to in this Section 5.8 as are reasonable under the circumstances.
- (c) The Purchaser shall be responsible for all liabilities and obligations with respect to the Continuing Employees following the Closing Date, including without limitation, all liabilities for salary, wages, bonuses, commissions, vacation pay, overtime pay, sick pay, severance pay, termination pay, pay in lieu of notice, damages and other liabilities, and all related costs. The Purchaser shall also be responsible for all employment-related claims, penalties, contributions, premiums and assessments, and all liabilities for claims for injury, disability, death or workers' compensation arising from or related to employment of the Continuing Employees following the Closing Date.
- (d) With respect to any employee benefit plans or arrangements of the Purchaser maintained by the Purchaser in which such Continuing Employees participate following the Closing Date (collectively, the "**Purchaser Plans**"), to the extent permitted or allowable under such Purchaser Plans, the Purchaser shall waive all

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pre-existing condition exclusions, actively-at-work requirements and waiting periods for each Continuing Employee and his or her eligible covered dependents under any Purchaser Plan providing medical, dental, pharmaceutical and/or vision benefits, but only to the same extent such limitations were waived or satisfied as of immediately prior to the Closing Date under the comparable Employee Plan as in effect on such date.

- (e) The Vendor shall be responsible for all liabilities and obligations with respect to Employees accrued due and owing up to and including the Closing Date and all liabilities and obligations with respect to any Employees who are not Continuing Employees, including, in both cases, liabilities and obligations related to any required notice of termination, termination or severance pay (required under Applicable Law or under contract), employment insurance, workplace safety and insurance/workers' compensation, Canada Pension Plan, salary or wages, statutory holiday pay, overtime pay, payroll or employer health taxes, commissions, bonuses, employee benefit plan payments or contributions, vacation entitlements and any other claims accrued up to and including the Closing Date.
- (f) The Vendor shall cooperate with the Purchaser to transition all information that is required or relevant to administer all aspects of the employment relationship of the Continuing Employees.
- (g) Nothing contained in this Section 5.8, express or implied, is intended to confer upon any Continuing Employee any right to continued employment for any period or continued receipt of any specific employee benefit, or constitutes or other term and condition of employment, or constitutes the adoption, establishment, amendment to or any other modification or termination of any Purchaser Plan or existing Employee Plan. Furthermore, this Section 5.8 shall not in any way limit the ability of Purchaser to amend, modify or terminate their respective benefit plans, shall be binding upon and inure solely to the benefit of each of the Parties, and nothing in this Section 5.8, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever.

5.9 Transaction Personal Information

Each of the Parties shall comply with Applicable Laws in connection with privacy and treatment of Personal Information in the course of collecting, using and disclosing Transaction Personal Information. The Purchaser shall cause its representatives to observe the terms of this Section 5.9 and to protect and safeguard Transaction Personal Information in their possession in accordance with Applicable Laws in connection with privacy and treatment of Personal Information. The Purchaser shall collect Transaction Personal Information prior to the Closing only for purposes related to the transactions contemplated by this Agreement. The Purchaser shall not, without the consent of the individuals to whom such Personal Information relates or as permitted or required by Applicable Law, use or disclose Transaction Personal Information (i) for purposes other than those for which such Transaction Personal Information was collected by the Vendor prior to the Closing and (ii) for a purpose which does not relate directly to the carrying on of the Business or to the

carrying out of the purposes for which the transactions contemplated by this Agreement were implemented.

5.10 Target Closing Date

The Parties will cooperate with each other and will use their commercially reasonable efforts to effect the Closing by the Target Closing Date.

ARTICLE 6 CONDITIONS

6.1 Conditions in Favour of the Purchaser

The obligations of the Purchaser to purchase the Purchased Assets shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions precedent (each of which is for the Purchaser's exclusive benefit and may be waived by the Purchaser, in whole or in part at its option, and any one or more of which, if not satisfied or waived, will relieve the Purchaser of any obligation under this Agreement):

- (a) the Approval and Vesting Order shall have been issued and entered by the Court and shall not have been vacated, set aside or stayed, and shall be final and executory or executory notwithstanding appeal;
- (b) each of the obligations and covenants of the Vendor under this Agreement to be performed or complied with on or before the Closing Date shall have been performed or complied with in all material respects, and the Purchaser shall have received a certificate from the Vendor addressed to the Purchaser and dated as of the Closing Date confirming same;
- (c) each of the representations and warranties made in favour of the Purchaser pursuant to this Agreement shall have been true and correct in all material respects on the Closing Date as if made on and as of such date, and the Purchaser shall have received a certificate from the Vendor addressed to the Purchaser and dated as of the Closing Date confirming same; and
- (d) no Order shall have been made, granted or issued to prohibit or restrict the completion of the transactions provided for in this Agreement in accordance with the provisions herein.

6.2 Conditions in Favour of the Vendor

The obligations of the Vendor to sell the Purchased Assets shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions precedent (each of which is for the exclusive benefit of the Vendor and may be waived by the Vendor, in whole or in part at its option, and any one or more of which, if not satisfied or waived, will relieve the Vendor of any obligation under this Agreement):

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- (a) the Approval and Vesting Order shall have been issued and entered by the Court and shall not have been vacated, set aside or stayed, and shall be final and executory or executory notwithstanding appeal;
- (b) the Deferred Payment Agreement shall be in force and effect;
- (c) each of the obligations and covenants of the Purchaser under this Agreement to be performed or complied with on or before the Closing Date shall have been performed or complied with in all material respects, and the Vendor shall have received a certificate from the Purchaser addressed to the Vendor and dated as of the Closing Date, confirming same;
- (d) each of the representations and warranties made in favour of the Vendor pursuant to this Agreement shall have been true and correct in all material respects on the Closing Date as if made on and as of such date, and the Vendor shall have received a certificate from the Purchaser addressed to the Vendor and dated as of the Closing Date, confirming same;
- (e) the Proposal Trustee, on behalf of the Vendor, shall have received the entirety of the Cash Purchase Price; and
- (f) no Order shall have been made, granted or issued to prohibit or restrict the completion of the transactions provided for in this Agreement in accordance with the provisions herein.

6.3 Proposal Trustee's Certificate

When the conditions to Closing set out in Section 6.1 and Section 6.2, have been satisfied and/or waived by the Vendor or the Purchaser, as applicable, each of the Vendor and the Purchaser will deliver to the Proposal Trustee written confirmation that such conditions of Closing, as applicable, have been satisfied and/or waived (together, the “**Conditions Certificates**”). Upon receipt of payment in full of the Purchase Price and the Conditions Certificates, the Proposal Trustee shall (i) issue forthwith its Proposal Trustee's Certificate concurrently to the Vendor and the Purchaser, at which time the Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Proposal Trustee's Certificate with the Court (and shall provide a true copy of such filed certificate to the Vendor and the Purchaser). In the case of (i) and (ii), above, the Proposal Trustee will be relying exclusively on the Conditions Certificates without any obligation whatsoever to verify or inquire into the satisfaction or waiver of the applicable conditions. The Proposal Trustee will have no liability whatsoever to the Vendor, the Purchaser or any other Person as a result of filing the Proposal Trustee's Certificate in accordance herewith.

ARTICLE 7 CLOSING ARRANGEMENTS

7.1 Closing

The completion of the transactions provided for in this Agreement shall take place remotely by exchanging of electronic signatures on the Closing Date.

7.2 Vendor Closing Deliveries

- (a) At the Closing, the Vendor shall deliver or cause to be delivered to the Purchaser the following:
 - (i) the documents required to be delivered by it pursuant to Section 6.1(b) and Section 6.1(c);
 - (ii) the actual possession of the Purchased Assets, including all keys, access cards and access modes relating to the Purchased Assets;
 - (iii) a copy of the issued and entered Approval and Vesting Order;
 - (iv) all consents to the assignment of the Transferred Permits, to the extent obtained by the Vendor prior to Closing;
 - (v) duly signed intellectual property assignment(s) with respect to any registered Intellectual Property forming part of the Purchased Assets, in form and substance satisfactory to the Purchaser, acting reasonably; and
 - (vi) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the transactions provided for in this Agreement, or as are required to be delivered by the Vendor under this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

7.3 Purchaser Closing Deliveries

- (a) At the Closing, the Purchaser shall deliver and pay, or cause to be delivered and paid, to the Vendor the following documents and payments:
 - (i) the documents required to be delivered by it pursuant to Section 6.2(c) and Section 6.2(d);
 - (ii) the Purchase Price, plus all applicable Transfer Taxes; and
 - (iii) such other agreements, documents and instruments as may be reasonably required by the Vendor to complete the transactions provided for in this Agreement, or as are required to be delivered by the Vendor under this

Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

7.4 Possession of Assets

The Vendor will remain in possession of the Purchased Assets until Closing. On Closing, the Purchaser will take possession of the Purchased Assets wheresoever situated at Closing.

ARTICLE 8 TERMINATION

8.1 Termination

- (a) Subject to Section 8.1(b), this Agreement may be terminated on or prior to the Closing Date:
 - (i) Subject to any approvals required from the Court or otherwise pursuant to the Proposal Proceedings, by mutual written agreement of the Vendor and the Purchaser;
 - (ii) by either the Vendor or the Purchaser, upon the termination, dismissal or conversion of the Proposal Proceedings, provided that neither Party may terminate this Agreement pursuant to this Section 8.1(a)(ii) if the termination, dismissal or conversion of the Proposal Proceedings were caused by a breach of this Agreement by the Party proposing to terminate this Agreement;
 - (iii) by the Vendor if the Court makes an order terminating or lifting the stay of proceedings granted pursuant to subsection 69(1) of the BIA in respect of the Vendor, and any applicable appeal periods in respect of such order have expired;
 - (iv) by either the Vendor or the Purchaser, upon notice to the other Party, if the Court declines at any time to grant the Approval and Vesting Order, provided that, (i) the reason for the Approval and Vesting Order not being approved by the Court is not due to any act, omission or breach of this Agreement by the Party proposing to terminate this Agreement, and (ii) the Purchaser may not terminate this Agreement while any decision of the Court declining to grant the Approval and Vesting Order is under appeal by the Vendor notwithstanding the passage of the Outside Date;
 - (v) by either the Vendor or the Purchaser, if a Governmental Authority issues a final, non-appealable Order permanently restraining, enjoining or otherwise prohibiting consummation of the transactions contemplated by this Agreement where the Order was not requested, encouraged or supported by the terminating Party;

- (vi) subject to Section 8.1(a)(iv), by either the Vendor or the Purchaser, at any time following the Outside Date, if Closing has not occurred on or prior to 11:59 p.m. (Eastern time) on the Outside Date, *provided* that the reason for the Closing not having occurred is not due to any act or omission, or breach of this Agreement, by the Party proposing to terminate this Agreement;
 - (vii) by the Vendor, if there has been a material violation or breach by the Purchaser of any agreement, covenant, representation or warranty of the Purchaser in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 6.2, as applicable, by the Outside Date and the violation or breach has not been waived by the Vendor or cured by the Purchaser, within five (5) Business Days of the Vendor providing notice to the Purchaser of the breach, unless the Vendor is itself in material breach of its own obligations under this Agreement at the time;
 - (viii) by the Purchaser, if there has been a material violation or breach by the Vendor of any agreement, covenant, representation or warranty of the Vendor in this Agreement which would prevent the satisfaction of, or compliance with, any conditions set forth in Section 6.1, as applicable, by the Outside Date and the violation or breach has not been waived by the Purchaser or cured by the Vendor within five (5) Business Days of the Purchaser providing written notice to the Vendor of the breach, unless the Purchaser is itself in material breach of its own obligations under this Agreement at the time; or
 - (ix) if the Purchaser fails to pay the Cash Purchase Price on or prior to the date on which Closing would have otherwise occurred.
- (b) Prior to the Vendor agreeing or electing to any termination pursuant to Section 8.1(a), the Vendor will first obtain the prior written consent of the Proposal Trustee and the DIP Lender.
 - (c) Notwithstanding anything to the contrary contained herein, a Party shall not be permitted to terminate this Agreement pursuant to this Article 8 if the applicable termination event was caused by the breach of such Party.
 - (d) The Party desiring to terminate this Agreement pursuant to Section 8.1(a) (other than pursuant to Section 8.1(a)(i)) will give written notice of the termination to the other Party, specifying in reasonable detail the basis for the Party's exercise of its termination rights.

8.2 Effects of Termination

- (a) If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any liability or further obligations hereunder, except, subject to Section 8.2(b), and Section 5.5, Section 5.9, Section 9.2, Section 9.3, Section 9.4, Section 9.5, Section 9.6, Section

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9.7, Section 9.9, Section 9.12, Section 9.13 and Section 9.14, which shall survive such termination. For the avoidance of doubt, any liability incurred by a Party prior to the termination of this Agreement shall survive such termination.

- (b) If the Agreement is terminated pursuant to Sections 8.1(a)(vii) or 8.1(a)(ix), the Deposit plus any accrued interest will become the property of, and will be transferred to, the Vendor as damages (and not as a penalty) to compensate the Vendor for the expenses incurred and opportunities foregone as a result of the failure to close the transactions contemplated by this Agreement. The entitlement of the Vendor to the Deposit shall not limit the Vendor's right to exercise any other rights which the Vendor may have against the Purchaser. Any and all accrued interest in respect of the Deposit will continue to belong to the Purchaser.
- (c) If the Closing does not occur for any reason and the Agreement is terminated other than the Agreement having been terminated pursuant to Section 8.1(a)(vii) or 8.1(a)(ix), the Deposit will be returned to the Purchaser (with any accrued interest, and without offset or deduction) within five (5) Business Days following the termination of this Agreement and the return of the Deposit shall be the sole and exclusive remedy of the Purchaser in respect of any violation or breach by the Vendor of this Agreement and termination of the Agreement, and the Purchaser hereby expressly waives and renounces any other remedies whatsoever, whether at law or in equity, which the Purchaser may or would otherwise be entitled to as against the Vendor. Notwithstanding the foregoing, for greater certainty, if this Agreement is terminated pursuant to Section 8.1(a)(iv) as a result of Purchaser's failure to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with before the Closing, the Purchaser shall forfeit the Deposit and Section 8.2(b) shall apply.

ARTICLE 9 GENERAL

9.1 Further Assurances

Each of the Parties shall sign and deliver all further documents and instruments and do all acts and things as another Party may, either before or after the Closing, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

9.2 Survival

The representations and warranties of the Vendor in this Agreement or in any agreement, document or certificate delivered pursuant to or in connection with this Agreement are set forth solely for the purpose of Section 6.2 and none of them shall survive Closing. The Vendor shall have no liability, whether before or after the Closing, for any breach of any Vendor's representations or warranties, and the Purchaser acknowledges that its exclusive remedy for any such breach shall be termination of this Agreement prior to the Closing (but only if permitted by Section 8.1). None of the Vendor's covenants contained in

Article 5 to be performed on or prior to the Closing shall survive the Closing. The Parties' respective covenants and agreements set forth herein that by their specific terms contemplate performance after Closing shall survive the Closing indefinitely unless otherwise set forth herein.

9.3 Cost and Expenses

Each of the Parties shall be responsible for and pay their respective legal, financial advisory and accounting costs and expenses incurred in connection with the consummation of the transactions contemplated in this Agreement, including the preparation, signature and delivery of this Agreement and the Closing Documents, and any other costs and expenses whatsoever and howsoever incurred in connection with them.

9.4 Release; Acknowledgement; Indemnity

- (a) Except as otherwise contained herein, effective as of the Closing, the Purchaser hereby releases and forever discharges the Vendor and its Affiliates, successors and assigns, and all of their respective officers, directors, partners, members, shareholders, employees and agents, from any and all actual or potential Claims which the Purchaser had, has or may have in the future to the extent relating to the Purchased Assets or the Assumed Obligations.
- (b) The Purchaser hereby agrees to indemnify the Vendor, its Affiliates and present or former trustees, officers, directors, employees, agents and shareholders, and saves each of them fully harmless from and against, and will reimburse or compensate each of them on demand for, all losses and Claims arising from, in connection with or related in any manner whatsoever to the Purchaser's failure to pay when due, and perform and discharge, the Assumed Obligations or the Purchaser's use and handling of any Transaction Personal Information.

9.5 Public Announcements

- (a) All public announcements made in respect of the transactions contemplated by this Agreement will be made solely by the Vendor, provided that the public announcements will be in form and substance acceptable to the Purchaser, acting reasonably, and that nothing herein shall obligate the Vendor to make any public announcement in respect of the transactions contemplated by this Agreement. Notwithstanding the foregoing, nothing herein will prevent a Party from making public disclosure in respect of the transactions contemplated by this Agreement to the extent required by Applicable Law (including, for certainty, the Proposal Proceedings), provided that if any disclosure is to reference a Party hereto, the Party will be provided notice of the requirement so that the Party may seek a protective order or other appropriate remedy.
- (b) Subject to the above, the Purchaser will agree to the existence and factual details of this Agreement and the transactions contemplated by this Agreement generally being set out in any public disclosure made by the Vendor or the Purchaser including, without limitation, press releases and court materials, and to the filing of

this Agreement with the Court in connection with the Proposal Proceedings, provided that such disclosure will be subject to redactions as may be necessary to protect the commercial interests of the applicable parties.

- (c) Except as required by Applicable Law, the Vendor will not, without the prior written consent of the Purchaser (not to be unreasonably withheld, conditioned or delayed), specifically name the Purchaser in any press release or other public announcement or statement or commentary or make any representation in relation thereto.
- (d) Notwithstanding any other provision of this Agreement, the Purchaser shall not disclose the quantum of the Purchase Price to any Person prior to the Closing without the prior written consent of the Vendor and the Proposal Trustee.

9.6 Successors and Assigns

This Agreement will benefit and be binding upon the respective successors and permitted assigns of the Parties.

9.7 Third Party Beneficiaries

Except with respect to the Proposal Trustee and the DIP Lender as expressly set forth in this Agreement (including, without limitation, pursuant to Section 4.1, Section 6.3 and Section 8.1(b)), this Agreement is for the sole benefit of the signatories and their respective successors and permitted assigns and nothing in this Agreement or in any Closing Document is intended or will be implied to, or would, confer upon any Person (other than the signatories) any rights or remedies of any kind.

9.8 Assignment

Prior to the issuance of the Approval and Vesting Order, the Purchaser may assign all of its rights and obligations under this Agreement to an Affiliate, provided that (a) the Purchaser shall remain liable to perform all of its obligations hereunder, and (b) the Purchaser and its assignee execute and deliver to the Vendor an assignment and assumption agreement, in form and substance satisfactory to the Vendor, acting reasonably, evidencing such assignment. Other than in accordance with the preceding sentence, neither the Purchaser nor the Vendor may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement.

9.9 Entire Agreement

Other than the confidentiality and non-disclosure agreement signed by the Purchaser in favour of the Vendor, which remains in full force and effect, this Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, representations, warranties, obligations or other agreements between the Parties in connection with the subject matter of this Agreement

(whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

9.10 Injunctive Relief

- (a) The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek specific performance, injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such specific performance, injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.
- (b) Each of the Parties hereby agrees not to raise any objections to the availability of the equitable remedies provided for herein and the Parties further agree that by seeking the remedies provided for in this Section 9.10, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Agreement.
- (c) Notwithstanding anything herein to the contrary herein, under no circumstances shall a Party be permitted or entitled to receive both monetary damages and specific performance and election to pursue one shall be deemed to be an irrevocable waiver of the other.

9.11 Amendments and Waivers

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement will be binding unless: (a) executed in writing by the Vendor and the Purchaser (including by way of e-mail); and (b) the Proposal Trustee will have provided its prior consent. No waiver of any provision of this Agreement will constitute a waiver of any other provision nor will any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

9.12 Notices

- (a) Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery, by registered mail, by courier services or e-mail addressed to each Party as set forth in Schedule 9.12 or to those other coordinates that have been designated by notice by any recipient party to the others.
- (b) Any demand, notice or other communication given by personal delivery or courier services will be conclusively deemed to have been given on the day of actual delivery and, if given by registered mail, on the third (3rd) Business Day following the deposit in the mail and, if given by e-mail, on the day of transmittal if given

during the normal business hours of the recipient on a Business Day and on the next Business Day if not given during these hours. If the Party giving any demand, notices or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any of those demand, notices or other communication may not be mailed but must be given by personal delivery or by electronic communication.

9.13 Governing Law; Jurisdiction and Venue

This Agreement is governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each of the Parties agrees that service of process on such Party as provided in Schedule 9.12 shall be deemed effective service of process on such Party. If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement, such dispute shall be determined by the Court within the Proposal Proceedings, or by such other Person or in such other manner as the Court may direct.

9.14 Proposal Trustee's Capacity

- (a) Each of the Parties hereto acknowledges and agrees that the Proposal Trustee, acting in its capacity as the Proposal Trustee of the Vendor, will be entitled to rely on all actions taken or authorized by the Vendor and the Purchaser and their representatives as being the binding acts or authorizations of such Parties. The Proposal Trustee will be entitled to rely, and will be fully protected in relying, upon any statements furnished to the Proposal Trustee by any party or any other evidence deemed by the Proposal Trustee to be reliable.
- (b) The Proposal Trustee and its Affiliates will have no liabilities or obligations or in any way be liable or obligated to any Party for any act done or omitted in connection with this Agreement whatsoever in its capacity as Proposal Trustee, in its personal capacity or otherwise, taken in good faith. Each of the Parties will indemnify the Proposal Trustee and its Affiliates and hold each of their respective Representatives harmless against any damage, loss, liability or expense incurred without gross negligence, willful misconduct or fraud by the Proposal Trustee, its Affiliates or their Representatives and relating to its and their duties hereunder, including the reasonable fees and expenses of any legal counsel.

9.15 Counterparts; Signatures

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement by any of the Parties hereto may be evidenced by scanned e-mail or internet transmission copy of this Agreement bearing such signature which, for all purposes, shall be deemed to be an original signature.

(Signature page follows)

IN WITNESS OF WHICH the Parties have executed this Agreement as of the date first written above.


PURCHASER:

LAFAYETTE SYSTEMS, INC.

by _____
Name: Bruce Robbins
Title: President

VENDOR:

ATTABOTICS INC.

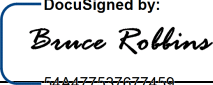
by  _____
Name: Mark Dickinson
Title: VP Operations

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IN WITNESS OF WHICH the Parties have executed this Agreement as of the date first written above.

PURCHASER:

LAFAYETTE SYSTEMS, INC.

by 
Name: Bruce Robbins
Title: President

VENDOR:

ATTABOTICS INC.

by _____
Name:
Title:



SCHEDULE 1.1 DEFINITIONS

1.1 Definitions

- 1.1.1 **“Accounts Receivable”** means accounts receivable, bills receivable, trade accounts and book debts, recorded as receivables in the books and records of the Vendor on the Closing Date;
- 1.1.2 **“Affiliate”** of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly through one or more intermediaries, and “control” and any derivation thereof means the control by one Person of another Person in accordance with the following: a Person (“A”) controls another Person (“B”) where A has the power to determine the management and policies of B by contract or status (for example, the status of A being the general partner of B) or by virtue of beneficial ownership of a majority of the voting interests in B; and, for certainty and without limitation, if A owns shares to which are attached more than 50% of the votes permitted to be cast in the election of directors (or other Persons performing a similar role) of B, then A controls B for this purpose;
- 1.1.3 **“Agreement”** means this asset purchase agreement together with its schedules and all amendments, restatements, supplements or other modifications, as permitted, made to it by written agreement between the Parties;
- 1.1.4 **“Applicable Laws”** means, with respect to any Person, property, transaction, event or other matter, any transnational, foreign or domestic, federal, provincial, territorial, state, local or municipal (or any subdivision of them) law (including common law and civil law), constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, by-law (zoning or otherwise), Order (including any securities laws or requirements of stock exchanges and any consent decree or administrative Order) or other requirement having the force of law (**“Law”**), in each case relating or applicable to the Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation;
- 1.1.5 **“Approval and Vesting Order”** means an order of the Court issued in the Proposal Proceedings substantially in the form attached as Exhibit “A” to this Agreement, with such modifications as acceptable to the Purchaser, the Vendor, the DIP Lender and the Proposal Trustee, each acting reasonably, approving the transactions contemplated by this Agreement and vesting in the Purchaser all of the Vendor’s right, title and interest in and to the Purchased Assets free and clear of all Encumbrances;
- 1.1.6 **“Assumed Obligations”** has the meaning set out in Section 2.3;
- 1.1.7 **“BIA”** has the meaning set out in the recitals;

- 1.1.8 “**Business**” means the business and operations carried on by the Vendor as at the date of this Agreement and as at the date of Closing;
- 1.1.9 “**Business Day**” means any day except Saturday, Sunday or any day on which banks are generally not open for business in Calgary, Alberta;
- 1.1.10 “**Cash Purchase Price**” has the meaning set out in Section 3.1;
- 1.1.11 “**Capital Assets**” means the leasehold improvements, capital assets and tangible, movable or personal property, materials, fixtures and furniture that belong to the Vendor;
- 1.1.12 “**Claims**” includes claims, notices, demands, requests complaints, proceedings, actions, arbitrations, suits, causes of action, appeals, audits, hearings, investigations, inquiries, assessments or reassessments (including claims, assessments and reassessments for Tax), charges, judgments, grievances or hearings;
- 1.1.13 “**Closing**” means the completion on the date hereof of the sale to, and purchase by, the Purchaser of the Purchased Assets and the completion of all other transactions provided for in this Agreement which are to occur concurrently with the purchase and sale of the Purchased Assets;
- 1.1.14 “**Closing Date**” means the date that is two (2) Business Days following the first date by which all of the conditions in Section 6.1 and Section 6.2 have been satisfied or waived by the appropriate Party (other than those conditions that by their nature can only be satisfied as of the Closing Date), or such other date as may be agreed upon by the Parties hereto;
- 1.1.15 “**Closing Document(s)**” means any agreement, transfer and other document delivered in relation to the Closing;
- 1.1.16 “**Computer Equipment**” means all computer and office technology materials and equipment used by the Vendor, including all servers, computers, photocopiers, printers and all hard drives;
- 1.1.17 “**Continuing Employees**” has the meaning set out in Section 5.8(b);
- 1.1.18 “**Court**” has the meaning set out in the recitals;
- 1.1.19 “**Cure Costs**” means all amounts necessary to cure any monetary defaults as a condition to assuming any written agreement or contract other than those monetary defaults arising only by reason of the Vendor’s insolvency, the commencement of the Proposal Proceedings, or the failure to perform a non-monetary obligation;
- 1.1.20 “**Deferred Payment Agreement**” means the deferred payment agreement dated on or before closing between the Vendor and the Purchaser, providing for, *inter alia*, the terms of deferred payment arrangements made by the Purchaser for the benefit of the DIP Lender and Business Development Bank of Canada, in form and substance acceptable to the Vendor, the

Purchaser, the Proposal Trustee and the DIP Lender, each acting reasonably (provided that for greater certainty, the terms and conditions of the deferred payment set out in the Purchaser's bid are acceptable to the Vendor and the Purchaser);

- 1.1.21 “**Deposit**” has the meaning set out in Section 3.2(a);
- 1.1.22 “**DIP Lender**” has the meaning set out in the recitals;
- 1.1.23 “**DIP Loan**” has the meaning set out in the recitals;
- 1.1.24 “**Employee Plans**” means any material plan, arrangement, agreement, program, policy, practice or undertaking, formal or informal, funded or unfunded, insured or uninsured, registered or unregistered, that provides any employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, supplemental pension, retirement, stock option, stock purchase, stock appreciation, share unit, phantom stock, deferred compensation, health, welfare, medical, dental, disability, life insurance and any similar plans, programmes, arrangements or practices, in each case (x) for the benefit of Employees, officers or directors of the Vendor or other Persons who are receiving remuneration for work or services provided to the Vendor who are not Employees (or any spouses, dependants, survivors or beneficiaries of such Persons), or (y) that are maintained, sponsored or funded by the Vendor or (z) under which the Vendor has, or will have, any liability or contingent liability, provided that an Employee Plan shall not include any Statutory Plans;
- 1.1.25 “**Employees**” means all individuals who, as of the Closing Date, are employed by the Vendor, whether on a full-time or part-time basis, and including all individuals who are on an approved and unexpired leave of absence, including without limitation maternity leave, disability leave or workers compensation leave, and all individuals who have been placed on temporary lay-off that has not expired, and “**Employee**” means any one of them;
- 1.1.26 “**Encumbrances**” means pledges, liens (statutory or otherwise), charges, security interests, privileges, mortgages, prior claims, hypothecs, trust deeds, trust or deemed trust (whether contractual, statutory or otherwise arising), or other similar interests or instruments charging, or creating a security interest in, or against title, easements, servitudes or rights-of-way (registered or unregistered) which affect the assets of a Person;
- 1.1.27 “**Environment**” means the environment or natural environment, and includes the ambient air, air within buildings, all layers of the atmosphere, all water including surface water and underground water, all land and organic and inorganic matter including soil, subsurface strata, stream sediments, wetlands, bodies of water, plant and animal life, living organisms and any other environmental medium or natural resources and all sewer systems; and “**Environmental**” shall have the correlative meaning;
- 1.1.28 “**Environmental Law**” means any Applicable Law or binding agreement with any Governmental Authority: (a) relating in whole or in part to the Environment, pollution

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- (or the investigation or cleanup thereof), the management or protection of natural resources, endangered or threatened species, human health or safety, or the protection or quality of the Environment; or (b) the presence, release or threatened release of hazardous materials in the Environment; or (c) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, handling, production, disposal or remediation of any hazardous materials; and includes the *Fisheries Act* (Canada), the *Canadian Environmental Protection Act, 1999* (Canada) and their respective regulations;
- 1.1.29 **“Equipment”** means the equipment, machinery, tools, molds, material handling equipment, storage shelves, shop manuals and office equipment, accessories and prototypes that are generally used or that may serve some use in or be related to the operation of the Business;
- 1.1.30 **“ETA”** means the *Excise Tax Act* (Canada) and the regulations made thereunder;
- 1.1.31 **“Excluded Assets”** has the meaning set out in Section 2.2;
- 1.1.32 **“Excluded Liabilities”** has the meaning set out in Section 2.4;
- 1.1.33 **“Filing Date”** has the meaning set out in the recitals;
- 1.1.34 **“Goodwill”** means the goodwill and customers attaching exclusively to the Vendor’s business, including the following intangible rights:
- (a) the list of all products sold by the Vendor in the course of carrying on the Business;
 - (b) the list of the Vendor’s major suppliers;
 - (c) the list of the Vendor’s clients and customers;
 - (d) the tradename ATTAbotics and any other names under which the Vendor has carried on business, whether registered or unregistered; and
 - (e) the exclusive right of the Purchaser to represent itself as carrying on the Business in succession to the Vendor;
- 1.1.35 **“Governmental Authority”** means any (a) multinational, federal, provincial, state, regional, municipal, local, governmental or public department, ministry, central bank, court, tribunal, arbitral body, commission, agency board or bureau, domestic or foreign, (b) any quasi-governmental body exercising any regulatory, administrative, expropriation or Tax Authority under or for the account of any of the foregoing, and (c) any judiciary or quasi-judiciary tribunal, court or body;
- 1.1.36 **“GST/HST”** means the tax exigible pursuant to the ETA;

- 1.1.37 “**Immovable Property Leases**” means all leases, subleases and other occupancy contracts or agreements with respect to all real or immovable property, and all plants, buildings, structures, improvements, appurtenances and fixtures (including fixed machinery and fixed equipment) thereon, forming part thereof or benefiting such real or immovable property;
- 1.1.38 “**Intellectual Property**” means the patents, patent applications, software, industrial designs, industrial design applications, trade-marks, service marks, trade-mark and service mark applications, trade-mark and service mark registrations, trade names, domain names and social media identifiers copyrights and neighbouring rights of the Vendor relating to the Business, including that which is identified in Schedule 1.1.38;
- 1.1.39 “**Interim Period**” means the period from the signing of this Agreement to the Closing Date;
- 1.1.40 “**Inventory**” or “**Inventories**” means all inventories of the Vendor on the Closing Date, including all finished goods, products being manufactured, raw materials, ingredients, packaging materials, production and shipping supplies, spare parts, maintenance items and advertising materials, in each case, on hand, in transit, ordered but not delivered, warehoused or wherever situated;
- 1.1.41 “**ITA**” means the *Income Tax Act* (Canada) and the regulations made thereunder;
- 1.1.42 “**Leased Immovable Properties**” means the immovable property, lands, buildings and premises which are leased, subleased or with respect to which a right to use or occupy has been granted to the Vendor;
- 1.1.43 “**Offered Employees**” has the meaning set out in Section 5.8(a);
- 1.1.44 “**Order**” means any order, writ, judgment, injunction, decree, stipulation, determination, directive, decision, ruling or award of any Governmental Authority;
- 1.1.45 “**Outside Date**” means October 10, 2025, or any later date as the Parties may mutually agree with the consent of the DIP Lender;
- 1.1.46 “**Party**” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and “**Parties**” means more than one of them;
- 1.1.47 “**Permits**” means all permits, certificates, certificates of authorization, certificates of compliance, authorizations, licenses, approvals of and registrations with any Governmental Authority or pursuant to any Laws used or held by the Vendor;
- 1.1.48 “**Person**” includes any individual, trust, trustee, executor, administrator, legal personal representative, estate, firm, partnership, joint venture, venture capital fund, joint stock company, association, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status;

- 1.1.49 **“Personal Information”** means information about an identifiable individual as defined in Applicable Laws;
- 1.1.50 **“Post-Filing Claims”** means any or all indebtedness, liability or obligation of the Vendor of any kind that arises during and in respect of the period commencing on the Filing Date and ending on the day immediately preceding the Closing Date in respect of services rendered or supplies provided to the Vendor during such period;
- 1.1.51 **“Proposal Proceedings”** has the meaning set out in the recitals;
- 1.1.52 **“Proposal Trustee”** has the meaning set out in the recitals;
- 1.1.53 **“Proposal Trustee’s Certificate”** means the certificate, substantially in the form attached as Schedule “A” to the Approval and Vesting Order, to be delivered by the Proposal Trustee in accordance with Section 6.3, and thereafter filed by the Proposal Trustee with the Court;
- 1.1.54 **“Purchase Price”** has the meaning set out in Section 3.1;
- 1.1.55 **“Purchased Assets”** has the meaning set out in Section 2.1;
- 1.1.56 **“Purchaser”** has the meaning set out in the preamble;
- 1.1.57 **“Purchaser Plans”** has the meaning set out in Section 5.8(d);
- 1.1.58 **“Replacement Permit”** means a new permit, licence, authorization, approval or other similar item providing substantially equivalent rights to the Purchaser as a Vendor is entitled to as of the Closing Date pursuant to the applicable Permit;
- 1.1.59 **“Representative”** when used with respect to a Person means each director, officer, employee, consultant, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person;
- 1.1.60 **“Rolling Stock”** means the vehicles of the Vendor, including automobiles, trucks, lift trucks, hitches and road trailers;
- 1.1.61 **“Service Offers”** means all of the rights of the Vendor under the bids or offers of services or products that are underway on the Closing Date;
- 1.1.62 **“SISP”** has the meaning set out in recitals;
- 1.1.63 **“SISP Order”** has the meaning set out in the recitals;
- 1.1.64 **“SISP Procedures”** has the meaning set out in the recitals;
- 1.1.65 **“SISP Team”** means the Vendor and the Proposal Trustee and its Affiliates and their respective Representatives;

- 1.1.66 “**Statutory Plans**” means statutory benefit plans which the Vendor is required to participate in or comply with, including the Canada Pension Plan and plans administered pursuant to applicable health tax, workplace safety insurance and employment insurance legislation;
- 1.1.67 “**Target Closing Date**” means September 30, 2025, or any later date as the Parties may mutually agree;
- 1.1.68 “**Tax**” and “**Taxes**” includes any taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever and wheresoever imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, sales, goods and services, harmonized sales, use, school, value-added, excise, stamp, withholding, business, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, and all employment insurance, health insurance and Canada and other Governmental Authority pension plan premiums or contributions and for greater certainty, all contributions payable under any Law relating to Taxes;
- 1.1.69 “**Tax Authority**” means the *Canada Revenue Agency*, and any other national, state, local, provincial or other Governmental Authority responsible for the administration, implementation, assessment, determination, enforcement, compliance, collection or other imposition of any Taxes;
- 1.1.70 “**Tax Returns**” means any and all returns, reports, declarations, statements, information, estimates, rebates or credits, elections, designations, schedules, filings or other documents (including any related or supporting information) relating to Taxes filed or required to be filed by any Tax Authority or pursuant to any Law relating to Taxes or in fact filed with any Tax Authority, including all information returns, Claims for refund, amended returns, declarations of estimated Taxes, and requests for extensions of time to file any of the preceding items;
- 1.1.71 “**Transaction Personal Information**” means any Personal Information in the possession, custody or control of the Vendor at the Closing Date, including Personal Information about Employees, suppliers, customers, directors, officers or shareholders that is:
- (a) disclosed to the Purchaser or any representative of the Purchaser prior to the Closing Date by the Vendor or any of its representatives; or
 - (b) collected by the Purchaser or any representative of the Purchaser prior to the Closing Date from any member of the Vendor or any of its representatives,
- in either case in connection with the transactions contemplated by this Agreement;

- 1.1.72 **“Transferred Permits”** means the Permits of the Vendor identified in Schedule 1.1.72 and any other Permit that has been designated as a Purchased Asset in accordance with Section 2.6(b), to the extent transferrable; and
- 1.1.73 **“Vendor”** has the meaning set out in the preamble.

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**SCHEDULE 1.1.38
INTELLECTUAL PROPERTY**

Included in the “Intellectual Property” will be:

- all CAD/CAM Drawings and Bill of Materials;
- the Weave / Studio Software and any and all documentation related thereto, including, but not limited to (i) bot guidance software, (ii) picking software, and (iii) goods to person software;
- all technology systems and any and all documentation related thereto; and
- all the intellectual property listed and described within the file entitled “H. Intellectual Property” (and all subfiles thereunder) as of 12:00 p.m. (MST) on August 20, 2025, such files being located on the FIRMEX data site established by the Proposal Trustee at the following website address:

<https://richterdealroom.firmex.com/projects/4332/documents?folderid=16>

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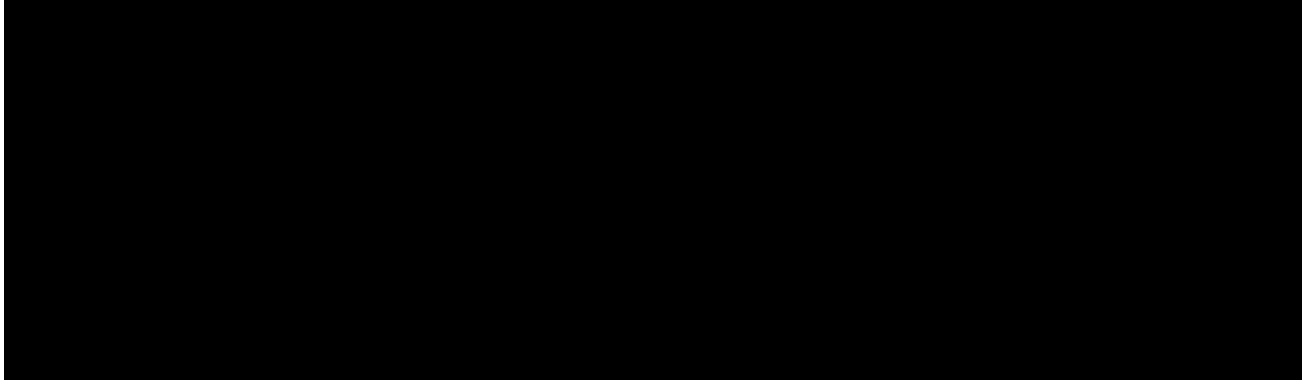
**SCHEDULE 1.1.72
TRANSFERRED PERMITS**

None.

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SCHEDULE 3.2
ALLOCATION OF PURCHASE PRICE

The Purchase Price will be allocated as follows:



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SCHEDULE 4.1
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

- 4.1.1 *Incorporation and Status.* The Vendor is a corporation incorporated, organized and subsisting under the laws of the Province of Alberta, and is in good standing under that act. Subject to the granting of the Approval and Vesting Order, the Vendor has the corporate power, authority and capacity to execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein and to perform its other obligations under this Agreement and under all such other agreements and instruments.
- 4.1.2 *Corporate Authorization.* Subject to the granting of the Approval and Vesting Order, the execution, delivery and performance by the Vendor of this Agreement and all other agreements and instruments to be executed by it as contemplated herein and the completion of the transactions contemplated by this Agreement and all such other agreements and instruments have been duly authorized by all necessary corporate action on the part of the Vendor.
- 4.1.3 *Enforceability of Obligations.* Subject to the granting of the Approval and Vesting Order, this Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor enforceable against it in accordance with its terms.
- 4.1.4 *Right to Sell Purchased Assets.* At the Closing, the Vendor shall convey to the Purchaser all of its right, title and interest in and to the Purchased Assets free and clear of all Encumbrances pursuant to the Approval and Vesting Order, except with respect to any Permit for which consent of a third Person is required for assignment of such Permit.
- 4.1.5 *Absence of Conflicts.* The Vendor is not a party to, bound or affected by or subject to any terms or conditions of its constating documents or by-laws or Applicable Laws or Permits that would be violated, breached, or under which any default would occur or with notice or the passage of time would be created, as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any Closing Documents.
- 4.1.6 *Residence.* The Vendor is a resident of Canada for purposes of the ITA.
- 4.1.7 *Commissions.* The Purchaser will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated by this Agreement because of any action taken by, or agreement or understanding reached by, the Vendor.
- 4.1.8 *Sales Tax.* The Vendor is registered under Part IX of the ETA with registration number 81289 9987 and such registration is in good standing and has not been revoked.

SCHEDULE 4.2
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

- 4.2.1 *Incorporation and Status.* The Purchaser is duly incorporated, organized and formed (as applicable), validly existing and in good standing under the laws of the of the jurisdiction of its incorporation, organization or formation. The Purchaser has the corporate or legal power and authority to own its assets and carry on business as currently owned and carried on and to enter into, deliver and perform its obligations under this Agreement.
- 4.2.2 *Corporate Authorization.* Subject to the granting of the Approval and Vesting Order, the execution, delivery and performance by the Vendor of this Agreement and all other agreements and instruments to be executed by it as contemplated herein and the completion of the transactions contemplated by this Agreement and all such other agreements and instruments have been duly authorized by all necessary corporate action on the part of the Vendor.
- 4.2.3 *Enforceability of Obligations.* This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting creditors' rights generally.
- 4.2.4 *Absence of Conflicts.* The Purchaser is not a party to, bound or affected by or subject to any terms or conditions of its constating documents or by-laws or Applicable Laws or Permits that would be violated, breached, or under which any default would occur or with notice or the passage of time would be created, as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any Closing Documents.
- 4.2.5 *Approvals and Consents.* No consent, approval, notice, Order, authorization, filing or Permit is necessary or otherwise required to be obtained by the Purchaser from any Governmental Authority or Person in connection with the execution of this Agreement or the consummation of the transactions provided for under this Agreement other than the notice to be filed in respect of non-Canadian investors pursuant to the *Investment Canada Act* (Canada).
- 4.2.6 *Litigation.* There are no Claims or Orders pending or, to the knowledge of the Purchaser, threatened, before any Governmental Authority which might involve the possibility of any material judgment or liability against the Purchaser, or which might adversely affect the ability of the Purchaser to enter into this Agreement or to perform its obligations under this Agreement.
- 4.2.7 *Financing and Solvency.* The Purchaser has cash on hand and/or firm, irrevocable financing commitments for immediately available funds in amounts sufficient to enable it to pay the balance of the Purchase Price and all other costs and expenses in connection with the consummation of the transactions contemplated under this Agreement.
- 4.2.8 *Regulatory.* At all relevant times, the Purchaser is qualified in all respects (including under Applicable Laws) to acquire and own the Purchased Assets.

- 4.2.9 *ICA*. The Purchaser either (i) is not a “non-Canadian” within the meaning of the *Investment Canada Act* (Canada), or (ii) if the Purchaser is a “non-Canadian” within the meaning of the *Investment Canada Act* (Canada), the Purchaser is a “WTO investor” within the meaning of the *Investment Canada Act* (Canada).
- 4.2.10 *No Broker*. The Purchaser does not have any liability of any kind to any broker, intermediary, agent or any similar Person for or on account of the transactions provided for under this Agreement.
- 4.2.11 *Sales Tax*. On or before Closing, the Purchaser shall be registered in good standing under Part IX of the ETA.
- 4.2.12 *No-Collusion*. The Purchaser has not engaged in any collusion with any other participants in connection with the submission of its Qualified Bid (as defined in the SISP) or its participation in the SISP, and always has only considered the transactions contemplated by this Agreement for its own account.
- 4.2.13 *SISP*. The Purchaser acknowledges that it has reviewed the SISP and accepts the terms therein and agrees to be bound by them.

**SCHEDULE 9.12
ADDRESSES FOR NOTICE**

Addressed to	With a copy to
<p>VENDOR:</p> <p>ATTAbotics Inc. 7944 10 St NE Calgary, AB T2E 8X2</p> <p>Attention: Mark Dickinson Email: mark.dickinson@attabotics.com</p>	<p>Osler, Hoskin & Harcourt LLP</p> <p>Suite 2700, Brookfield Place 255 – 6th Avenue SW Calgary, AB T2P 1N2</p> <p>Attention: Marc Wasserman / Emily Paplawski E-mail: mwasserman@osler.com / epaplawski@osler.com</p>
<p>PROPOSAL TRUSTEE:</p> <p>Richter Inc. 181 Bay St. #3510 Bay Wellington Tower Toronto, ON M5J 2T3</p> <p>Attention: Karen Kimel / Brett Miller E-mail: kkimel@richter.ca / bmiller@richter.ca</p>	<p>McMillan LLP</p> <p>Suite 1700, TD Canada Trust Tower 421 7th Avenue SW Calgary, AB T2P 4K9</p> <p>Attention: Adam Maerov / Preet Saini E-mail: adam.maerov@mcmillan.ca / preet.saini@mcmillan.ca</p>
<p>PURCHASER:</p> <p>Lafayette Systems, Inc. 2405 Lebanon Road Danville, KY 40422</p> <p>Attention: Bruce Robbins Email: Bruce.robbsins@lafayettesystems.com</p>	<p>Lawson Lundell LLP</p> <p>Suite 1100, Brookfield Place 225 – 6 Avenue SW Calgary, Alberta T2P 1N2</p> <p>Attention: Alexis Teasdale Email: ateasdale@lawsonlundell.com</p>

EXHIBIT A
FORM OF APPROVAL AND VESTING ORDER

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COURT FILE NUMBER BK01-095558
BK01-095559

Clerk's Stamp

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

DOCUMENT **APPROVAL AND VESTING ORDER**

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

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

DATE ON WHICH ORDER WAS PRONOUNCED: September 22, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

JUSTICE WHO MADE THIS ORDER: The Honourable Justice Gill

UPON THE APPLICATION of ATTAbotics Inc. and ATTAbotics (US), Corp. (the “**Applicants**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an Asset Purchase Agreement (the “**Sale Agreement**”) between ATTAbotics Inc. (the “**Seller**”) and ● (the “**Purchaser**”) dated September 17, 2025, and vesting in the Purchaser (or its nominee) the Seller’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”), a copy of which is attached as Confidential Exhibit H, and a redacted copy of which is attached as Exhibit G, to the Affidavit of Mark Dickinson, sworn September 17, 2025 (the “**Dickinson Affidavit**”); AND UPON HAVING READ the Application, the Dickinson

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Affidavit and the Fourth Report of Richter Inc. in its capacity as proposal trustee of the Applicants (in such capacity, the “**Proposal Trustee**”); **AND UPON HEARING** the submissions of counsel for the Applicants, the Proposal Trustee, the Purchaser, and such other parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Sale Agreement and Transaction are hereby approved and execution of the Sale Agreement by the Seller is hereby authorized and approved, with such minor amendments as the Seller may deem necessary. The Seller is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Upon delivery of a Proposal Trustee’s certificate to the Purchaser (or its nominee) substantially in the form set out in Schedule “A” hereto (the “**Proposal Trustee’s Closing Certificate**”), all of the Seller’s right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, “**Claims**”) including, without limiting the generality of the foregoing:

- a. any encumbrances or charges created by:

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- i. the Order pronounced by the Honourable Justice J.J. Gill, on July 7, 2025 herein;
 - ii. the Order pronounced by the Honourable Justice P.R. Jeffrey on July 29, 2025 herein;
 - iii. or any other Order granted in these proceedings;
- b. any charges, security interests or claims evidenced by registrations pursuant to (i) the *Personal Property Security Act* (Alberta), (ii) the *Uniform Commercial Code* (United States), or (iii) any other personal property registry system (collectively, the “**Security Registration Laws and Systems**”);
 - c. all charges, security interests or claims evidenced by registrations at the Canadian Intellectual Property Office, United States Patent and Trademark Office, or similar intellectual property offices in Canada, the United States, Europe, or elsewhere in the world (each an “**IP Registry**”);
 - d. any liens or claims of lien under the *Builders’ Lien Act* (Alberta) or the *Prompt Payment and Construction Lien Act* (Alberta); and
 - e. those Claims listed in Schedule “B” hereto (all of which are collectively referred to as the “**Encumbrances**”),

and for greater certainty, this Court orders that all Claims, including Encumbrances and all charges, security interests or Claims evidenced by registrations pursuant to the Security Registration Laws and Systems or at any IP Registry, affecting or relating to the Purchased Assets, are hereby expunged, discharged and terminated as against the Purchased Assets.

- 4. Upon delivery of the Proposal Trustee’s Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Proposal Trustee’s Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or

its nominee clear title to the Purchased Assets. Without limiting the foregoing, the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests in the estate or interest of the Seller in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Proposal Trustee’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Seller of the Sale Agreement.
7. For the purposes of determining the nature and priority of Claims (including any amounts payable post-closing), net proceeds from sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Proposal Trustee’s Closing Certificate and all Claims including Encumbrances shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
8. Except as expressly provided for in the Sale Agreement, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Seller.

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9. Upon completion of the Transaction, the Seller and all persons who claim by, through or under the Seller in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, shall (other than as expressly provided for in the Sale Agreement) stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Seller, or any person claiming by, through or against the Seller.
11. The Proposal Trustee is directed to file with the Court a copy of the Proposal Trustee's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
12. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Seller is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Seller's records pertaining to the Continuing Employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Seller was entitled.

RELEASES

13. Upon delivery of the Proposal Trustee's Closing Certificate, the three directors of the Applicants as at July 2, 2025 (the commencement date of these proceedings (the "**NOI Proceedings**")) under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**")) and the eight current management and employees of the Applicants

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(collectively, the “**Released Parties**”) shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the delivery of the Proposal Trustee’s Closing Certificate or undertaken or completed in connection with or pursuant to the terms of this Order in respect of, relating to, or arising out of: (a) these NOI Proceedings; or (b) the Purchase Agreement, the Transaction, any agreement, document, instrument, matter or transaction involving the Applicants arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Transaction (collectively, subject to the excluded matters, the “**Released Claims**”), which Released Claims shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties; provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar any claim that is not permitted to be released pursuant to section 50(14) of the BIA and any claim with respect to any act or omission that is determined by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence.

MISCELLANEOUS MATTERS

14. Notwithstanding:

- a. the pendency of these proceedings and any declaration of insolvency made herein;
- b. the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the BIA, in respect of the Applicants, and any bankruptcy order issued pursuant to any such applications;
- c. any assignment in bankruptcy made in respect of the Applicants; and
- d. the provisions of any federal or provincial statute:

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the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Seller and shall not be void or voidable by creditors of the Seller, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. The Applicants, the Proposal Trustee, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

16. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Applicants, the Proposal Trustee and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Proposal Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

17. Service of this Order shall be deemed good and sufficient by:

- a. serving the same on the persons listed on the service list created in these proceedings, any other person served with notice of the application for this Order, and any other parties attending or represented at the application for this Order;
- b. serving the same on the Purchaser or the Purchaser's solicitors; and
- c. posting a copy of this Order on the Proposal Trustee's website at:
<https://www.richter.ca/insolvencycase/attabotics-inc/>

and service on any other person is hereby dispensed with.

18. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench Alberta

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Schedule "A"

Clerk's Stamp

COURT FILE NUMBER BK01-095558
BK01-095559

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

DOCUMENT **PROPOSAL TRUSTEE'S CLOSING CERTIFICATE**

ADDRESS FOR
SERVICE AND
CONTACT **MCMILLAN LLP**
1700, 427 – 7th Avenue S.W.
Calgary, AB, Canada T2P 4K9

INFORMATION OF
PARTY FILING THIS
DOCUMENT Attention: Christopher Keliher
Phone Number: 403.531.4724
Fax: 403.531.4720
E-mail Address: christopher.keliher@mcmillan.ca

RECITALS

- A. On July 2, 2025, Attabotics Inc. and Attabotics (US), Corp. (collectively, the **"Applicants"**) filed a notice of intention to make a proposal (**"NOI"**) with the Office of the Superintendent of Bankruptcy (Canada) naming Richter Inc. as trustee (the **"Proposal Trustee"**).
- B. Pursuant to an Order of the Court dated September 22, 2025, the Court approved the agreement of purchase and sale made as of August 29, 2025 (the **"Sale Agreement"**) between the Attabotics Inc. (the **"Seller"**) and ● (the **"Purchaser"**) and provided for the vesting in the Purchaser of the Seller's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to

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Closing as set out in Article 6 of the Sale Agreement have been satisfied or waived by the Applicants and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser (or its nominee) has satisfied and paid the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 6 of the Sale Agreement have been satisfied or waived by the Applicants and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Proposal Trustee.

This Certificate was delivered by the Proposal Trustee at [Time] on [Date].

Richter Inc., LIT, in its capacity as Proposal Trustee in respect of Attabotics Inc. and Attabotics (US), Corp., and not in its personal capacity

Per: _____
Name:
Title:

LT

Schedule "B"

Alberta Personal Property Registry:

Registration No.	Registration Type	Secured Party	Collateral
18110104912	Security Agreement	Royal Bank of Canada	<p>All money or amounts on deposit from time to time with any of Royal Bank of Canada, Royal Bank Mortgage Corporation, Royal Trust Corporation of Canada or the Royal Trust Company.</p> <p>Proceeds: a security interest is claimed in all present and after-acquired goods (including trade-ins), chattel paper, securities, documents of title, instruments, money and intangibles of every item or kind that may be derived from the sale or other disposition of the collateral described above, all insurance proceeds and any proceeds of any of the foregoing.</p>
23121328791	Security Agreement	Bank of Montreal	<p>LF269 Pledge of Instruments and Assignment of Proceeds. All investments and other property pledged to and/or held with the secured party in the aggregate principal amount of \$USD 50,000.00 USD Term deposit acct number 0002 9945 315 together with all of the debtor's present and future right, title, claim and interest in and to the moneys (comprising capital and interest) otherwise due or payable to the debtor or otherwise in connection with such investments, and all present and future renewals, replacements, re-investments, accretions, interest, income and proceeds thereof. Proceeds - all present and after acquired personal property.</p>
23121328814	Security Agreement	Bank of Montreal	<p>LF269 Pledge of Instruments and Assignment of Proceeds. All investments and other property pledged to and/or held with the secured party in the aggregate principal amount of \$200,000.00 Short Term Investment Certificate acct number 0002 9469 304 , together with all of the debtor's present and future right, title, claim and interest in</p>

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Registration No.	Registration Type	Secured Party	Collateral
			and to the moneys (comprising capital and interest) otherwise due or payable to the debtor or otherwise in connection with such investments, and all present and future renewals, replacements, reinvestments, accretions, interest, income and proceeds thereof. Proceeds - all present and after-acquired personal property.
24060626051	Security Agreement	TRS RentelCo	QTY ONE, OSCILLOSCOPE 4/32 MFG MODEL # TEK/MSO54B 5- BW-1000 ASSET # 1277708 SERIAL #8'027179

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This is **Confidential Exhibit "H"** to the Affidavit of Mark Dickinson
sworn before me this 17th day of September 2025.



Notary Public/Commissioner for Oaths in and for Alberta

Notary Public/Commissioner for Oaths in and for Alberta

hA

Confidential Exhibit “H”

HA

COURT FILE NUMBER BK01-095558
BK01-095559

Clerk's Stamp

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

DOCUMENT **AFFIDAVIT OF MARK DICKINSON**

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

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

**AFFIDAVIT OF MARK DICKINSON
SWORN ON SEPTEMBER 17, 2025**

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

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

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

2. As such, I have personal knowledge of the matters to which I swear in this Affidavit, except where stated to be based on information and belief, in which case I believe such information to be true. I am authorized by the Applicants to swear this Affidavit.

3. Capitalized terms used but not otherwise defined in this Affidavit have the meanings given to such terms in the APA.

4. I swear this Affidavit in support of an application by the Applicants for:

(a) an Order (the “SAVO”):

(i) approving the asset purchase agreement (as may be amended in accordance with the terms of the SAVO, the “APA”) dated as of September 17, 2025 between ATTAbotics and Lafayette Systems, Inc. (“Lafayette”) or its assignee in accordance with the APA (the “Purchaser”) and the sale transaction contemplated therein (the “Transaction”), and authorizing and directing ATTAbotics to complete the Transaction in accordance with the terms of the APA;

(ii) following delivery of the Proposal Trustee’s Certificate substantially in the form attached as Schedule “A” to the proposed SAVO, vesting in the Purchaser all of ATTAbotics’ right, title and interest in and to the Purchased Assets free and clear of all Encumbrances (as defined in the SAVO); and

- (iii) granting certain releases with respect to certain current and former directors, and officers, and current management and employees, of the Applicants (or either of them), from all Released Claims (as defined in the SAVO); and
- (b) an Order (the “**Restricted Court Access Order**”) sealing Confidential Exhibits “F” and “H” hereto until the earlier of the closing of the Transaction (as evidenced by delivery of the Proposal Trustee’s Certificate) or further Order of this Honourable Court; and
- (c) such further and other relief as counsel may request and this Honourable Court may grant.

Overview of these NOI Proceedings and the Applicants’ Activities

5. On July 2, 2025, the Applicants filed Notices of Intention to Make a Proposal with the Office of the Superintendent of Bankruptcy Canada pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act* (“**BIA**”) in estate nos. 25-095558 and 25-095559 (the “**NOI Proceedings**”). Richter Inc. was appointed proposal trustee in the NOI Proceedings (the “**Proposal Trustee**”). Further information regarding the Applicants, the reasons leading to the NOI Proceedings and the Applicants’ intentions for the NOI Proceedings is discussed in the Affidavit of Edna Conway, sworn July 3, 2025 (the “**Conway Affidavit**”), a copy of which is attached hereto (without exhibits) as **Exhibit “A”**.

6. On July 4, 2025, the Honourable Justice Gill granted an Order (the “**July 4 Order**”) which, among other things: (a) procedurally consolidated the NOI Proceedings into one estate; (b) granted an Administration Charge in an amount not to exceed \$300,000; (c) granted a D&O Charge in an amount not to exceed \$200,000; (d) approved the Interim Facility pursuant to an Interim Financing

Term Sheet in an amount up to \$1.5 million and granted an Interim Lender's Charge to secure all obligations of the Applicants with respect thereto; and (e) approved a key employee retention plan ("KERP") and granted a KERP Charge to secure any payments to Key Employees under the KERP in an amount not to exceed \$90,000. A copy of the July 4 Order is attached as **Exhibit "B"**.

7. On July 29, 2025, the Honourable Justice Jeffrey granted an Order (the "**July 29 Order**") which, among other things: (a) extended the time within which the Applicants are required to file a proposal to September 15, 2025; (b) approved a second KERP and increased the KERP Charge to the aggregate amount of \$221,921; (c) approved a sale and investment solicitation process (the "**SISP**"); and (d) approved an Amended and Restated Interim Financing Term Sheet which, among other things, increased the Interim Facility from \$1.5 million to \$3.5 million. A copy of the July 29 Order is attached hereto as **Exhibit "C"**.

8. On September 8, 2025, the Honourable Justice Johnston granted an Order (the "**September 8 Order**") extending the time within which the Applicants are required to file a proposal to October 30, 2025. A copy of the September 8 Order is attached hereto as **Exhibit "D"**.

The Sale and Investment Solicitation Process

9. The Transaction is the culmination of both an informal solicitation process and a Court-approved sale and solicitation process ("**SISP**") undertaken by the Applicants, in consultation with the Proposal Trustee, since the filing of these NOI Proceedings on July 2, 2025.

10. As discussed further in the Affidavit of Michael Saitow, sworn July 21, 2025 (a copy of which is attached without exhibits as **Exhibit "E"** hereto), following commencement of the NOI Proceedings, the Applicants and the Proposal Trustee undertook a targeted solicitation process to

identify parties potentially interested in pursuing a transaction for the assets or business of the Applicants or an investment in ATTAbotics. In furtherance of such solicitation process, the Applicants and the Proposal Trustee:

- (a) prepared a list of 204 parties identified as potentially having an interest in a transaction involving the business or assets of the Applicants and established a data room containing diligence information for purposes of the solicitation process;
- (b) contacted all potentially interested parties in writing to invite them to participate in the solicitation process and provide them with a teaser letter and a form of non-disclosure agreement (“NDA”);
- (c) negotiated and executed 41 NDAs with interested parties; and
- (d) facilitated access to the data room for parties that executed the NDAs, updated the data room as additional due diligence information was requested by interested parties, responded to numerous due diligence requests, and attended management meetings with interested parties.

11. Non-binding expressions of interest were received by the Proposal Trustee in the solicitation process on July 25, 2025 and, based on the volume, scope and details of such expressions of interest, the Applicants and Proposal Trustee structured a single-phase SISP to canvass binding bids and establish a process for selection of the successful bid. The SISP was approved by this Honourable Court in the July 29 Order.

12. Since the July 29 Order was granted, the Applicants and the Proposal Trustee administered the SISP in accordance with its terms, including advising all 204 originally contacted parties about

the SISP and facilitating ongoing due diligence, site tours, management meetings and the provision of additional information for those interested parties engaged in the SISP process. In accordance with the SISP, Bids (as defined in the SISP) were required to be received by the Proposal Trustee on or before 12:00 p.m. (Calgary time) on August 21, 2025 (the “**Bid Deadline**”).

13. On the Bid Deadline, the Proposal Trustee received six bids. A summary of all Bids received in the SISP is attached hereto as **Confidential Exhibit “F”**.

14. Following receipt of Bids on the Bid Deadline, the Proposal Trustee, supported by the Applicants, worked extensively with Bidders to clarify the terms of their respective Bids and canvass improvements, where possible, to the terms of leading Bids to increase value, minimize closing risk and ensure implementability of the Transaction within the NOI Proceedings. Upon conclusion of such discussions, and in consultation with the Proposal Trustee, Export Development Canada (“**EDC**”) as interim lender and senior secured creditor over substantially all assets of the Applicants, and Business Development Bank of Canada (“**BDC**”) as senior secured creditor over a subset of ATTABotics’ equipment, the Applicants selected the Bid submitted by Lafayette as the Successful Bid pursuant to the SISP as providing the highest and otherwise best value to ATTABotics and its stakeholders.

15. A summary of the key terms of the Transaction is outlined below. A copy of the APA with commercially sensitive information relating to the purchase price redacted is attached hereto as **Exhibit “G”**. An unredacted copy of the APA is attached hereto as **Confidential Exhibit “H”**.

The Transaction

16. The APA provides for the sale of substantially all of the assets ATTAbotics, as follows (collectively, the “**Purchased Assets**”):

- (a) all inventories of ATTAbotics on the Closing Date, including all finished goods, products being manufactured, raw materials, ingredients, packaging material, production and shipping supplies, spare parts, maintenance items and advertising materials, in each case, on hand, in transit, ordered but not delivered, warehoused or wherever situated;
- (b) all vehicles of ATTAbotics, including automobiles, trucks, left trucks, hitches and road trailers;
- (c) all equipment of ATTAbotics, including machinery, tools, molds, material handling equipment, storage shelves, shop manuals and office equipment, accessories and prototypes that are generally used or that may serve some use in or be related to the operation of the Business;
- (d) all computer equipment of ATTAbotics, including computer and office technology materials and equipment, servers, photocopiers, printers and hard drives;
- (e) all leasehold improvements, capital assets and tangible, movable or personal property, materials, fixtures and furniture that belong to ATTAbotics;
- (f) all patents, patent applications, software, industrial designs, industrial design applications, trade-marks, service marks, trade-mark and service mark applications,

trade-mark and service mark registrations, trade names, domain names and social media identifiers copyrights and neighbouring rights of ATTAbotics relating to the Business;

- (g) all Permits held by ATTAbotics and identified on Schedule 1.1.72 to the APA; and
- (h) all goodwill and customers attaching exclusively to ATTAbotics' business, including the following intangible rights: (i) the list of all products sold by ATTAbotics in the course of carrying on the Business; (ii) the list of ATTAbotics' major suppliers; (iii) the list of ATTAbotics' clients and customers; (iv) the tradename "ATTAbotics" and any other names under which ATTAbotics has carried on business, whether registered or unregistered, and (v) the exclusive right of the Purchaser to represent itself as carrying on the Business in succession to ATTAbotics.

17. The APA permits the Purchaser until two business days prior to closing to request that specific assets be redesignated as "Excluded Assets" or "Purchased Assets" under the APA by delivering a written request to the Proposal Trustee. With respect to "Excluded Assets", the Proposal Trustee must promptly review and, in consultation with ATTAbotics and the Purchaser, implement any such exclusions. No designation by the Purchaser of assets as "Excluded Assets" will result in any adjustment to the Purchase Price under the APA.

18. With respect to "Purchased Assets", such redesignation may be implemented with the consent of ATTAbotics and the Proposal Trustee, each acting reasonably. The Purchaser will be responsible for Cure Costs payable, if any, in respect of any redesignation of assets as "Purchased Assets". Cure Costs are defined as all amounts necessary to cure any monetary defaults as a

condition to assuming any written agreement or contract (other than those monetary defaults arising only by reason of ATTAbotics' insolvency, the commencement of the NOI Proceedings, or the failure to perform a non-monetary obligation).

19. The Purchase Price under the APA is comprised of a cash component and the assumption of all Assumed Liabilities, including: (a) all of the Vendor'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; (d) all Cure Costs assumed by the Purchaser under the APA; and (e) all liabilities and obligations of or expressly assumed by the Purchaser pursuant to section 5.8 of the APA (i.e. certain defined obligations relating to any employees of ATTAbotics who are offered, and accept, employment with the Purchaser).

20. In addition to the foregoing Purchase Price, the Purchaser has agreed as part of the Transaction to provide certain non-cash consideration to ATTAbotics, including revenue royalties and a share of any gains that may be realized by the Purchaser in a future sale of the ATTAbotics' business. Execution of a Deferred Payment Agreement operationalizing such non-cash consideration is a closing condition in the APA. Specific details regarding the royalty and gain sharing is detailed in Confidential Exhibit "F".

21. The Transaction is on an "as is, where is" basis.

22. The APA includes the following conditions to closing of the Transaction: (a) the Court granting the proposed SAVO and the SAVO becoming final and executory; (b) the Deferred

Payment Agreement being in force and effect; and (c) the entirety of the cash portion of the Purchase Price being received by the Proposal Trustee.

23. ATTAbotics and the Purchaser agreed in the APA to cooperate with each other and use commercially reasonable efforts to close the Transaction by September 30, 2025, or any later date as the Parties may mutually agree. The Outside Date for closing of the Transaction is September 30, 2025, or any later date as the Parties may mutually agree with the consent of EDC (as interim lender).

24. While both Applicants are debtors in possession within these NOI Proceedings, only ATTAbotics (not ATTAbotics US) is party to the APA. As discussed further in the Conway Affidavit, ATTAbotics US employed all United States-based employees (most of whom were focused on business development and sales within the United States), however all assets of the Applicants (other than a U.S. dollar bank account/trust account) are owned, and all the Applicants' corporate functions are administered, by ATTAbotics. Accordingly, as ATTAbotics US has no interest in any of the Purchased Assets, it is not a party to the APA.

Approval and Vesting Order

25. The Applicants request that the proposed SAVO be granted by this Honourable Court approving the APA and the Transaction contemplated therein. The Transaction is the best executable transaction available to the Applicants in the circumstances of these NOI Proceedings. It was subjected to a thorough canvassing of the market pursuant to both the solicitation process undertaken by the Applicants following commencement of these NOI Proceedings and the SISP approved by the Court. The Transaction with the Purchaser will provide the following benefits to ATTAbotics and its stakeholders:

- (a) it provides the highest and best value for ATTAbotics' assets identified in the solicitation process and the SISP;
- (b) it provides potential long-term value through the non-cash consideration (i.e. the royalty and gain sharing) for ATTAbotics' secured lenders (i.e. EDC and BDC);
- (c) it provides the Purchaser the option to offer employment to ATTAbotics current and former employees and, if such employment is accepted, the Purchaser has agreed to recognize all employment service of such employees with ATTAbotics for all statutory purposes and common law entitlements, including for the purpose of vacation entitlement, termination notice, severance pay, common law notice, or pay in lieu of notice on termination of employment with the Purchaser. The Purchaser has also agreed, to the extent permitted, to waive all pre-existing condition exclusions, actively-at-work requirements and waiting periods under all benefit plans for such employees; and
- (d) it results in a sale of substantially all of ATTAbotics' assets, including all of its intellectual property, thereby permitting its technology to continue with the potential for true commercialization and value realization.

26. I understand that the Applicants' application for approval of the APA and the Transactions contemplated therein is supported by the Proposal Trustee and EDC as interim lender and senior secured creditor with respect to substantially all of the Applicants' assets.

27. In addition to the approval of the APA and the Transaction, the proposed SAVO grants certain releases with respect to the Directors of the Applicants as at the filing of the NOI

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Proceedings and current management and employees of the Applicants (collectively, the “**Released Parties**”) from Released Claims. “Released Claims” are defined in the proposed SAVO to include: (a) these NOI Proceedings; and (b) the APA, the Transaction, any agreement, document, instrument, matter or transaction involving the Applicants arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Transaction (collectively, subject to the excluded matters, the “**Released Claims**”). The Released Claims specifically exclude any claim that is not permitted to be released pursuant to section 50(14) of the BIA and any claim with respect to any act or omission that is determined by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence.

28. Importantly, the releases sought by the Applicants have been crafted as narrowly as possible to only those individuals who were necessary and essential to the Applicants’ efforts to realize a sale of all or substantially all of the Applicants’ assets or business that maximizes value for the Applicants’ stakeholders. As discussed further in the Conway Affidavit, immediately prior to commencement of these NOI Proceedings, the Applicants terminated the employment of 192 employees, leaving a skeleton crew of only 11 employees. Three employees departed shortly thereafter. The 8 individuals that remained employed with the Applicants throughout these NOI Proceedings have successfully navigated the Applicants (with the assistance of the Proposal Trustee) through the NOI Proceedings and to the Transaction. The Transaction is, in significant part, a result of their efforts. The Applicants according are seeking a release of the Released Claims with respect to these 8 individuals.

29. With respect to the Directors, the 3 Directors of the Applicants at commencement of these NOI Proceedings were instrumental in the Applicants’ filing of the NOI Proceedings and administration of the NOI Proceedings during the turbulent first month of maintaining basic

corporate functions with a massively scaled down workforce while administering the solicitation process and advancing the NOI Proceedings. While all 3 Directors resigned on August 1, 2025 following successful completion of the solicitation process and commencement of the SISP, their efforts were necessary and essential to these NOI Proceedings and the Transaction. Accordingly, the Applicants request that the 3 Directors of the Applicants at commencement of the NOI Proceedings also be released from the Released Claims which, together with the current management and employees, will result in a release of 11 key individuals.

Necessity of a Restricted Court Access Order

30. The Applicants seek an order directing the sealing of Confidential Exhibits “F” and “H” (the “**Confidential Exhibits**”). The Confidential Exhibits include commercially sensitive information relating to the Transaction, including the Purchase Price and non-cash consideration. If the Transaction is not completed, the Applicants may wish to re-open discussions with one or more Bidder(s) who submitted Bid(s) within the SISP. It would be extremely detrimental to such future negotiations if the information contained in the Confidential Exhibits was made available to the general public at this time.

31. The Restricted Court Access Order is necessary due to the risk that the public disclosure of the information contained in the Confidential Exhibits could cause irreparable prejudice to the Applicants and their stakeholders if the Transaction does not close. There are no reasonable alternative measures, and the benefits of the Restricted Court Access Order outweigh any negative effects on the interests of the public.

32. Unsealing of the Confidential Exhibits is proposed to occur upon the earlier of: (i) the filing of the Proposal Trustee's certificate confirming that the Transaction has closed; and (ii) further Order of this Honourable Court.

33. I am advised by Elena Pratt, legal assistant at Osler, Hoskin & Harcourt LLP ("Osler"), counsel to the Applicants in these NOI Proceedings, that the required "Notice to Media of Application to Restrict Access" was submitted by Osler on September 10, 2025.

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

SWORN BEFORE ME at Calgary, Alberta, by two-way videoconferencing with the deponent this 17th day of September 2025. I certify that Mark Dickinson satisfied me that he was a person entitled to swear.

Commissioner for Taking Affidavits in and for
the Province of Alberta

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Mark Dickinson

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This is **Exhibit “A”** to the Affidavit of Mark Dickinson
sworn before me this 17th day of September 2025.

Notary Public/Commissioner for Oaths in and for Alberta

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COURT FILE NUMBER 25-095558 **BK01-095558**
 25-095559 **BK01-095559**

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY



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

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

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

DOCUMENT **AFFIDAVIT OF EDNA CONWAY**

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

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

AFFIDAVIT OF EDNA CONWAY
SWORN ON JULY 3, 2025

I, Edna Conway, of the Town of Merrimack, in the County of Hillsborough, in the State of
 New Hampshire, **MAKE OATH AND SAY:**

1. I am the Chair of the Board of Directors of ATTAbotics Inc. (“ATTAbotics”) and
 ATTAbotics (US), Corp. (“ATTAbotics US” and together with ATTAbotics, the “Applicants”).

I have been a member of the Board of Directors of the Applicants since February 2022. I am an
 attorney and business executive with more than 40 years of experience. I hold a bachelor of arts

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COURT FILE NUMBER 25-095558 BK01-095558
25-095559 BK01-095559

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY



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

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

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

DOCUMENT **AFFIDAVIT OF EDNA CONWAY**

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

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

AFFIDAVIT OF EDNA CONWAY
SWORN ON JULY 3, 2025

I, Edna Conway, of the Town of Merrimack, in the County of Hillsborough, in the State of
New Hampshire, **MAKE OATH AND SAY:**

1. I am the Chair of the Board of Directors of ATTAbotics Inc. (“ATTAbotics”) and
ATTAbotics (US), Corp. (“ATTAbotics US” and together with ATTAbotics, the “Applicants”).
I have been a member of the Board of Directors of the Applicants since February 2022. I am an
attorney and business executive with more than 40 years of experience. I hold a bachelor of arts

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degree from Columbia University and a juris doctor degree from the University of Virginia School of Law.

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

3. I swear this Affidavit in support of an application by the Applicants for an Order:

- (a) granting an administration charge to Richter Inc. ("**Richter**"), in its capacity as Trustee under the Notices of Intention to Make a Proposal filed by the Applicants (the "**Proposal Trustee**"), counsel to the Proposal Trustee and Applicants' counsel, as security for their professional fees and disbursements up to the maximum amount of \$300,000 (the "**Administration Charge**");
- (b) granting a charge to the Applicants' directors and officers as security for any obligations and liabilities they may incur as directors and officers of the Applicants after July 2, 2025, up to the maximum amount of \$200,000 (the "**D&O Charge**");
- (c) authorizing and empowering the Applicants to obtain and borrow under a credit facility (the "**Interim Facility**") from Export Development Canada ("**EDC**") on the terms and conditions specified in the term sheet between the Applicants and EDC dated July 3, 2025 (the "**Interim Financing Term Sheet**") up to the

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maximum amount of \$1.5 million, and granting a charge to EDC as security for all obligations of the Applicants under the Interim Financing Term Sheet (the “**Interim Lender’s Charge**”);

- (d) approving the key employee retention plan (the “**KERP**”) described below and granting a charge to the KERP recipients as security for payments under the KERP, up to the maximum amount of \$90,000 (the “**KERP Charge**”);
- (e) declaring that the Administration Charge, the D&O Charge, the Interim Lender’s Charge and the KERP Charge (together, the “**Charges**”) are priority charges that rank ahead of any and all charges, security interests, liens, trusts, deemed trusts and encumbrances against the Property (as defined in the proposed Order), including liens and trusts created by federal and provincial legislation, and that the Charges rank, as between themselves, in the following order of priority:
 - (i) first, the Administration Charge;
 - (ii) second, the D&O Charge;
 - (iii) third, the Interim Lender’s Charge; and
 - (iv) fourth, the KERP Charge;
- (f) directing that the proposal proceedings and estates of the Applicants shall be procedurally consolidated and shall continue under a single estate (each individual estate being an “**Estate**”, and the consolidated estate being the “**Consolidated Estate**”), authorizing and directing the Proposal Trustee to administer the Estates making up the Consolidated Estate on a consolidated basis, and granting ancillary relief arising from the procedural consolidation of the Estates; and

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(g) such further and other relief as counsel may request and this Honourable Court may grant.

4. All references to monetary amounts in this Affidavit are in Canadian dollars unless otherwise noted.

A. Notice of Intention to Make a Proposal

5. For the reasons described below, on July 2, 2025, the Applicants filed Notices of Intention to Make a Proposal with the Office of the Superintendent of Bankruptcy Canada pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “BIA”) in Estate nos. 25-095558 and 25-095559 (the “NOIs”). Richter was appointed Proposal Trustee in the proceedings. Attached as **Exhibit “A”** is a copy of the NOIs.

B. The Applicants’ Business

6. ATTAbotics is a private corporation incorporated under the laws of Canada, with a registered office in Calgary, Alberta. Attached as **Exhibit “B”** is a federal corporate search for ATTAbotics.

7. ATTAbotics US is a wholly-owned subsidiary of ATTAbotics and is formed under the laws of the State of Delaware. Attached as **Exhibit “C”** is a Delaware status search for ATTAbotics US.

8. ATTAbotics has developed and commercialized the world’s first 3D robotics supply chain management system. The ATTAbotics system replaces the rows and aisles of traditional fulfillment centers with a patented storage structure and robotic shuttles that utilize both horizontal

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and vertical spaces, thereby reducing a company's warehouse needs. The system is generally comprised of the following four components:

- (a) *the Gallery* – the gallery is the cube storage facility which is designed to fit in each customer's warehouse space, regardless of its dimensions. The gallery uses both horizontal and vertical space, can be stacked up to 9 meters, and has three-dimensional shuttle access throughout the facility, thereby reducing required warehousing space;
- (b) *the Attabot™ Blade* – the Attabot™ Blade is an intelligent robot which is designed to move freely throughout the gallery and has direct access to every storage location within the gallery, thereby allowing order fulfillment to be achieved in minutes;
- (c) *the Nodes* – the nodes are workstations where orders are received, packed and shipped in one integrated process flow, thereby increasing productivity and reducing dependence on physical human labour;
- (d) *the Weave Software* – the Weave software is the order management and control solution developed by the Applicants to efficiently manage the movement of robots, the fulfillment of orders and inventory management.

9. ATTAbotics was founded in 2016 as a start-up technology company to develop, prototype, pilot and commercialize the foregoing system. The first prototype was developed in 2017, with the system being piloted by a customer in 2018. Since this time, ATTAbotics has partnered with companies like Microsoft and its system has been deployed by major department stores and retailers across apparel, food and beverage, and home goods in Canada and the United States.

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ATTAbotics was selected by the United States Department of Defense (DoD), to install its state-of-the-art system at the Marine Corps Logistics Command in Albany, Georgia.

10. As a technology company, ATTAbotics owns a significant and highly valuable suite of intellectual property, including: (a) registered and pending trademarks in Canada, the United States, the European Union, and elsewhere; and (b) approximately 150 granted and pending patent applications in Canada, the United States, Japan, China, Singapore, Brazil, Mexico, Australia, India and elsewhere relating to the design, interface, functionality, and development of various components of the system.

11. In addition to its intellectual property, in 2020, ATTAbotics constructed a \$20 million manufacturing facility in its Calgary premises (located in the YYC Global Logistics Park at Calgary International Airport) to showcase the system to customers and to provide a model for further product testing and development. Such manufacturing facility remained operational until June 30, 2025 (as discussed further below) and has developed significantly as ATTAbotics has developed, tested and employed new and emerging technologies, including artificial intelligence. In 2022, ATTAbotics partnered with the Alberta Machine Intelligence Institute, a world leader in artificial intelligence research and commercial adoption, to leverage machine learning to help improve both speed and efficiency of the system without sacrificing safety or reliability.

12. ATTAbotics generally sells its products and services to customers pursuant to fixed price contracts. Pursuant to such contracts, ATTAbotics sells the structure, robots, and software to the customer, together with installation services and longer-term maintenance and troubleshooting services. Historically, ATTAbotic's revenues have been largely concentrated in the sale of structures, robots, and software to customers, however as more supply chain management systems

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are purchased and remain in use by customers, ATTAbotic's service revenues have sharply increased. For example, in 2022, only \$64,000 of ATTAbotic's \$11.4 million of revenues was generated from the provision of services, while in 2024 service-generated revenues increased to \$574,000 of ATTAbotic's \$3 million of revenues.

13. All of the Applicants' corporate functions, including finance, human resources, product research and development, are administered from ATTAbotic's head office in Calgary. Similarly, almost all of the Applicants' assets (including all intellectual property, equipment and inventory) are owned by ATTAbotics and ATTAbotics employs all Canadian-based employees. ATTAbotics US is the employer of all U.S. based employees, most of whom are generally focused on business development and sales within the United States, including the Applicants' Chief Operating Officer. ATTAbotics US has a U.S. dollar trust account in Canada with Applicants' counsel.

14. Notwithstanding its current cash flow issues (discussed further below), ATTAbotics is a true Alberta and, in particular, Calgary, success story. Over the past nine years, ATTAbotics has grown from an idea by ATTAbotic's founder to a Calgary-based company which:

- (a) prior to June 30, 2025, employed more than 200 people throughout Canada and the United States (through ATTAbotics US), approximately 180 of which were based in Alberta, with the vast majority working from ATTAbotic's head office in Calgary;
- (b) successfully raised approximately \$220 million in equity financing led by, among others, EDC and Ontario Teachers' Pension Plan Board ("Teachers");

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- (c) won numerous innovation and technology awards, including the *Start-up Canada Ernest C. Manning* innovation award in 2019, the *Tech Deal of the Year* award at the Start Alberta Tech Awards in 2019, the *Significant Achievement in Innovation: Growth Stage Company* from ASTech in 2022, and the *Big Innovation Award* by the Business Intelligence Group in 2022;
- (d) received a special mention in Time Magazine's "Best Inventions" list, was named to CNBC's "Disruptor 50" list and was ranked no. 1 on Fast Company's list of the Most Innovative Logistics Companies of 2020; and
- (e) received grant funding from the Opportunity Calgary Investment Fund, a fund established by City Council to benefit companies and non-profits proposing projects that create jobs, spur diversification and expand the property tax assessment base.

C. Financial Position of the Applicant

15. The Applicants' financial reporting is completed on a consolidated basis and reported through ATTAbotics. Attached as **Exhibit "D"** is a copy of ATTAbotic's audited consolidated financial statements for the year ended December 31, 2024. Attached as **Exhibit "E"** is a copy of ATTAbotic's unaudited condensed consolidated interim financial statements for the three months ended March 31, 2025. These financial statements are ATTAbotic's most recent annual and quarterly financial statements.

16. Attached as **Exhibit "F"** are Alberta Personal Property Security Registry searches for ATTAbotics and ATTAbotics US. Attached as **Exhibit "G"** is a Uniform Commercial Code

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("UCC") search for ATTAbotics US. The UCC search for ATTAbotics US lists one registration by 2762294 Ontario Limited, an entity which, to the best of my knowledge, is an investment vehicle owned by Teachers. Teachers historically held certain convertible debentures in ATTAbotics, but such debt was converted to equity in or about November 2022. Accordingly, to the best of my knowledge, such registration is no longer valid or applicable. It appears from a review of the UCC search that the registration expires on July 14, 2025.

(a) Assets

17. As of March 31, 2025, ATTAbotics had total assets having a book value of approximately \$31.6 million CAD, broken down as follows:

Current Assets: \$25.4 million	
Cash and Cash Equivalents	\$6.3 million
Short-Term Investments	\$387,000
Accounts Receivables	\$3.7 million
Inventories	\$12.5 million
Prepaid Expenses	\$2.4 million
Deposits	\$99,000
Non-Current Assets: \$6.2 million	
Property, Plant & Equipment	\$2.9 million
Right of Use Assets	\$3.3 million

(b) Liabilities

18. As of March 31, 2025, ATTAbotics had total liabilities of approximately \$73.8 million CAD, broken down as follows:

Current Liabilities: \$69.2 million	
Accounts Payable and Accrued Liabilities	\$5.2 million
Deferred Revenue	\$11.2 million
Current Portion of Long-Term Debt	\$4.8 million
Current Portion of Lease Obligation	\$411,000
Convertible Debentures	\$47.5 million
Non-Current Liabilities: \$4.6 million	
Long Term Debt	\$1.1 million
Lease Liabilities	\$3.5 million

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(c) Share Capital

19. As of March 31, 2025, ATTAbotics had the following issued and outstanding share capital:

- (a) 13,025,983 common shares;
- (b) 1,148,721 Series A non-redeemable, preferred shares;
- (c) 1,294,164 Series B non-redeemable, preferred shares; and
- (d) 3,144,880 Series C, non-redeemable, preferred shares.

20. As of March 31, 2025, ATTAbotic's shareholder deficit was approximately \$42.1 million on a balance sheet basis.

(d) Secured Debt

i. Business Development Bank of Canada

21. ATTAbotics (as borrower), ATTAbotics US (as guarantor) and Business Development Bank of Canada ("BDC") are party to a Letter of Offer re: Loan No. 155123-01 dated January 17, 2019 (as amended, revised or restated, the "BDC Loan Agreement") pursuant to which BDC provided a credit facility for ATTAbotics to purchase equipment and related soft costs up to the maximum amount of \$10,697,690 (the "BDC Credit Facility"). Borrowings under the BDC Credit Facility bear interest at BDC's Floating Base Rate (as defined in the BDC Loan Agreement). The BDC Credit Facility called for "interest only" payments until November 30, 2020, and thereafter was repayable in monthly installments over a six-year period. The maturity date of the BDC Credit Facility is October 31, 2026.

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22. The BDC Credit Facility is secured by a general security agreement creating a first priority security interest on specific equipment financed under the BDC Loan Agreement and a security interest in all present and after acquired personal property of ATTAbotics and ATTAbotics US, except consumer goods.

23. As of March 31, 2025, approximately \$2.8 million was outstanding under the BDC Credit Facility.

ii. EDC

24. ATTAbotics (as borrower), ATTAbotics US (as guarantor) and EDC are party to a Secured Note Purchase Agreement dated February 1, 2024 (as amended, revised or restated, the “**Note Purchase Agreement**”). Pursuant to the Note Purchase Agreement, ATTAbotics and EDC entered into three separate secured convertible promissory notes, the first dated as of February 1, 2024 in the amount of US\$7.5 million, the second dated as of April 4, 2024 in the amount of US\$12.5 million, and the third dated as of November 6, 2024 in the amount of US\$10 million, for a total secured obligation of US\$30 million (collectively, the “**Notes**”).

25. The Note Purchase Agreement provides both automatic conversion triggers and certain discretionary conversion rights whereby, if triggered or elected in accordance with the Note Purchase Agreement, any balance outstanding under the Notes automatically converts to shares of ATTAbotics. Unless converted in accordance with the Note Purchase Agreement, all amounts outstanding under the Notes, including accrued but unpaid interest, mature on July 31, 2025.

26. The Notes are secured by a general security agreement creating a security interest in all present and after acquired personal property of ATTAbotics and ATTAbotics US.

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iii. Intercreditor Agreement

27. BDC, EDC and the Applicants are party to an Intercreditor Agreement dated as of January 31, 2024 pursuant to which the parties agreed that:

- (a) BDC had a first priority security interest over all equipment financed with the BDC Credit Facility to secure all obligations due and owing to it under the BDC Loan Agreement; and
- (b) EDC had a first priority security interest over all other collateral to secure all obligations due and owing to it under the Notes.

iv. Royal Bank of Canada and Bank of Montreal

28. Royal Bank of Canada ("RBC") and Bank of Montreal/BMO Harris Bank (together, "BMO") each provided credit card facilities to the Applicants in Canada and the United States. In order to secure the Applicants' obligations under the credit card facilities, each of RBC and BMO hold a security interest in certain investments and proceeds held by the Applicants with each bank (the "Credit Card Collateral").

29. Each of RBC and BMO are in the process of releasing the Credit Card Collateral to the Applicants because no amounts are owing under the credit cards and the accounts are in the process of being closed. It is expected that the entirety of the Credit Card Collateral currently being held by RBC and BMO will be released to the Applicants on or before August 1, 2025. The Interim Financing Term Sheet requires that any Credit Card Collateral released to the Applicants will be applied solely to prepay the Interim Facility.

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(e) Unsecured Debt

30. As of June 28, 2025, ATTAbotics has the following liabilities due and owing to unsecured creditors:

- (a) approximately \$2.5 million due and owing to Her Majesty the Queen in Right of Canada as represented by the Minister responsible for Western Economic Diversification Canada (the “Minister”) pursuant to the terms of an Agreement dated July 24, 2019 which funds were advanced under the Business Scale-Up and Productivity program stream;
- (b) approximately \$191,000 due and owing to the Minister pursuant to the terms of an agreement dated June 26, 2020 which funds were advanced under the Western Innovation Initiative; and
- (c) approximately \$3.2 million due and owing to unsecured trade creditors.

31. As of June 28, 2025, ATTAbotics US has unsecured trade debt of approximately US\$227,203.

D. Events Leading to the Applicants’ Insolvency

32. As an early-stage technology company, ATTAbotics requires significant capital to undertake research and development activities to advance and commercialize the technology, software and robotics employed in its supply chain management system. Since it was founded in 2016, ATTAbotics has advanced its system from an initial prototype in 2017, to an early stage pilot in 2018, through a complete multi-year development and redesign of the Attabot™ Blade in 2022 (a process which took thousands of prototypes and million of test cycles to get to the final

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product), to the introduction of artificial intelligence into the system in 2022 and, finally, the commercialization and scaling of the system in the market.

33. Such rapid development of ATTAbotics' 3D robotics supply chain management system has necessitated the investment of significant amounts of capital into research and development since the company's inception. For example, in 2022, ATTAbotics incurred research and development expenses of almost \$30 million. In 2023, ATTAbotics incurred research and development expenses of approximately \$26 million, and in 2024, ATTAbotics incurred research and development expenses of approximately \$20 million. All of these costs are in addition to the Applicants' normal course corporate and administrative expenses and sales and marketing costs required to simply run the business. Because of the nature and stage of ATTAbotic's business, it is highly capital intensive.

34. Since inception, ATTAbotics has largely funded its business through capital raises led by, among others, EDC. Between 2019 and 2022, ATTAbotics raised total funding of approximately \$220 million (US\$165.1 million). While a significant portion of this capital was invested in product research and development, commencing in late 2022 with the unveiling of the redesigned Attabot™ Blade, ATTAbotics shifted its focus to accelerating the commercialization of its robotics warehousing solution to new industries, customers and markets. Among other things, ATTAbotics expanded into both the European Union and the Asian markets.

35. At the time of ATTABotics' shifted focus to commercialization and expansion in 2022, traditional supply chains had been upended as a result of the COVID-19 pandemic and demand for eCommerce and, in turn, warehouse solutions, was surging. In 2020, total online spending grew by more than 30% year-over-year from 2019 levels. In 2021, total online spending grew by more

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than 14.2% year-over-year from 2020 levels. This rapid increase in consumer spending accelerated the shift towards digitization and automation in warehouse spaces around the world.

36. While the Applicants enjoyed a surge in revenues in 2022 to \$11.4 million which continued into 2023 at \$8 million, by 2024, revenues began to sharply decline in response to increasing interest rates, constrained consumer spending, lower demands for eCommerce, global uncertainty, supply chain disruptions and other factors. A number of customers delayed planned projects with ATTAbotics and various opportunities that were in advanced stages of discussion between potential customers and ATTAbotics with planned rolls outs in 2024 were shelved. In 2024, the Applicants realized revenues of only \$3 million.

37. In addition to a sharp decrease in demand for new supply chain management systems, ATTAbotics also experienced a tightening of its gross margin on customer deals and services which further constrained its liquidity. While ATTAbotics, as an early-stage technology company, has never achieved profitable operations, its annual losses escalated in 2024 to \$49.5 million from \$43 million in 2023 and \$35 million in 2022. The Applicants' 2024 consolidated financial statements accordingly included the following notation:

As at December 31, 2024, the Corporation's cash and cash equivalents were \$10,689 and the Corporation had a negative net working capital position of \$30,805. The Corporation had a net loss for the year ended December 31, 2024 of \$49,280, a deficit of \$294,395 as at December 31, 2024, and a deficit from cash flows from operations of \$35,243 as at December 31, 2024. As a result of the above factors, a material uncertainty exists that may cast significant doubt on the Company's ability to continue as a going concern.

Until the Corporation can demonstrate the ability to generate significant sales volumes with positive margins, the Corporation's liquidity requirements will be dependent on its ability to continue to obtain additional debt or equity funding as required. The Corporation has secured a Master Services Agreement and initial Purchase Order with a global grocer. This could add the ability to generate revenues and positive cash flows from potential sales contracts and Purchase Orders. If the

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Corporation is unable to secure adequate financing, or significantly reduce planned expenditures, there could be material adverse effects on the Company's ability to operate as a going concern.

38. After significant upheaval in 2024, ATTAbotics' commercialization of the technology began to stabilize in late 2024 and early 2025 and demand from existing customers and new industry sectors increased, resulting in approximately \$30 million of new business to be delivered over the 2025 and 2026 fiscal years.

39. In accordance with the foregoing, ATTAbotics undertook preparations for a Class D preferred share financing in late 2024. Numerous discussions with a variety of investors occurred, including existing investors. Those discussions included full financial disclosure together with contracted and committed business and opportunities currently under advanced negotiation.

40. Efforts to advance the financing stalled when certain investors expressed concern with the Applicants' cash flow challenges and elected not to participate in further financings. Such concerns had a ripple effect across the investor community. The Class D preferred share financing was shelved and ATTAbotics was not able to access planned capital. As a result, secured and anticipated new business was not able to proceed on the planned schedule discussed above.

41. On June 18, 2025, EDC served the Applicants with a Notice of Intention to Enforce Security advising that: (a) as at June 18, 2025, the Applicants were indebted to EDC in the amount of US\$33,782,341 plus additional interest, costs, fees and expenses; and (b) EDC had the right to enforce its security upon expiry of the 10-day period after provision of the notice. Attached as **Exhibit "H"** is a copy of EDC's Notice of Intention to Enforce Security.

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42. Both prior to, and following, receipt of the Notice of Intention to Enforce Security, ATTAbotics has been in discussions with various parties regarding a potential transaction for the sale of its assets or business or a refinancing of the Applicants. As noted in the Interim Financing Term Sheet, the intention of these NOI proceedings is to provide the Applicants with the breathing space and working capital necessary to “solicit options to sell its assets and business or obtain an investment in its assets and business during the 30 day initial period of the Proposal Proceedings, and to develop a Strategic Plan¹”.

43. Critical to the Applicants’ ability to undertake these NOI proceedings to attempt a going concern outcome is their access to the \$1.5 million Interim Facility to be advanced by EDC under the Interim Financing Term Sheet. Without the Interim Facility, the Applicants do not have sufficient capital to meet payroll obligations and statutory requirements, much less fund any normal course expenses of the business or any marketing/sales process/refinancing initiatives.

44. The Interim Facility is only sufficient to fund the Applicants’ business for a period of 30 days on a massively scaled down basis. Accordingly, in order to facilitate these NOI proceedings, the Applicants: (a) terminated the employment of 192 employees on June 30, 2025, leaving only a skeleton crew of 11 employees (i.e. 5% of the prior workforce) to assist the Applicants to navigate these NOI proceedings and develop and implement the Strategic Process; and (b) suspended the vast majority of corporate operations (including sales, marketing, and service and warranty work), other than as necessary to maintain basic corporate functions and to assist in developing and implementing the Strategic Plan.

¹ Defined in the Interim Financing Term Sheet as a plan regarding one or more sale and investment solicitation processes in respect of the business or assets of the Loan Parties (“Strategic Plan”).

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45. It is accordingly imperative that the relief sought by the Applicants be granted in order to provide them with the stability, breathing room, necessary cash flow, and employee support to attempt a going concern outcome or asset sale in an abridged time frame within these NOI proceedings.

E. Requirement for Administration Charge

46. The Applicants seek approval of a first ranking administration charge against their Property as security for professional fees and disbursements incurred by Applicants' counsel, the Proposal Trustee and the Proposal Trustee's counsel both prior to and after the filing of the NOIs in an amount not to exceed \$300,000. The Applicants require the services of their counsel, the Proposal Trustee and the Proposal Trustee's counsel to develop a Strategic Plan and solicit proposals for the sale of the Applicants' assets or business or a refinancing of the Applicants. The Applicants believe that the Administration Charge is reasonable and appropriate in the circumstances and critical to the success of the Applicants' proposal proceedings.

F. Requirement for a D&O Charge

47. The Applicants also seek approval of a second ranking D&O Charge as security for any obligations and liabilities the Applicants' directors and officers may incur in their roles as directors and officers after July 2, 2025, up to the maximum amount of \$200,000. The quantum of the D&O Charge was developed in consultation with, and with the assistance of, the Proposal Trustee and is supported by the Interim Lender.

48. I believe that the D&O Charge is fair and reasonable in the circumstances. In light of: (a) the significant reduction in the Applicants' workforce (from over 200 people to 11 people), (b) the

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fact that at the time of the filing of the NOI proceedings, only two executives remained employed by the company (the Chief Executive Officer who is on medical leave and the Chief Operating Officer); (c) the fact that little institutional knowledge of the Applicants and their business remains other than by the directors; and (d) the current directors' decision to waive their contractual compensation in order to support the Applicants' ongoing efforts, it is critical that the Applicants' directors continue in such capacities during these NOI proceedings. The Applicants require the continued services of their directors to maximize the chances of identifying and concluding a going concern outcome.

49. It is my understanding that the Applicants' directors and officers are among the potential beneficiaries under an insurance policy that provides an aggregate limit of liability of \$5 million (the "**D&O Insurance**"). However, I understand that the D&O Insurance has various exceptions, exclusions, and carve-outs where coverage may not be available. The directors have accordingly expressed their desire for certainty with respect to potential liability if they continue in their current capacities within these NOI proceedings.

G. Requirement for Interim Financing and the Interim Lender's Charge

50. As a result of their current liquidity challenges, as demonstrated in the cash flow forecast, the Applicants require interim financing to provide stability, to continue going concern operations (on a significantly scaled backed basis), to develop and implement a Strategic Plan, and to satisfy obligations to preserve secure access to the physical assets of ATTAbotics. EDC has agreed to provide the Interim Facility on the basis and terms specified in the Interim Financing Term Sheet, a copy of which is attached hereto as **Exhibit "I"**. A copy of the Cash Flow Projections referenced in the Interim Financing Term Sheet is attached hereto as **Exhibit "J"**.

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51. The Interim Facility Term Sheet includes the following key terms:

- (a) **Interim Facility:** A non-revolving credit facility to be available in multiple advances up to the maximum aggregate principal amount \$1.5 million;
- (b) **Term:** 30 days from the date of the NOI filings (i.e. August 1, 2025); and
- (c) **Interest:** Royal Bank of Canada prime rate from time to time plus 10% per annum;
- (d) **Fees:** 3% of \$1.5 million (i.e. \$45,000).

52. The Interim Facility is proposed to be secured by the Interim Lender's Charge on all of the Applicants' Property. The Interim Lender's Charge will not secure any obligations that existed before the NOI proceedings (i.e. before July 2, 2025). The Interim Lender's Charge is proposed to have priority over all other security interests, charges and liens, except the Administration Charge and the D&O Charge.

H. Requirement for a KERP and KERP Charge

53. The Applicants are seeking approval of a KERP and the granting of a Court-ordered KERP Charge as security for payments under the KERP.

54. The Applicants are seeking a KERP to facilitate and encourage the continued employment of the nine (9) non-executive individuals who remain employed with the Applicants. As discussed above, on June 30, 2025, the Applicants terminated 192 of their 203 employees in order to minimize cash outflow and in response to the Applicants' reduced labour needs following the significant scale down of business operations leading up to the NOI filings. The Applicants intend during these NOI proceedings to maintain only minimal corporate functions and otherwise dedicate all corporate resources to identifying and advancing a going concern solution.

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55. Accordingly, the 11 individuals who remain employed with the Applicants have all been identified as business critical and necessary to the Applicants' restructuring efforts. The Applicants are concerned that if the KERP and the KERP Charge are not approved by this Court, the remaining employees may depart and seek employment elsewhere. The resignation of any of these employees could (depending on the individual) significantly hamper the efforts of the Applicants in these NOI proceedings. The Applicants expect that it will be difficult, if not impossible, to replace certain individuals should they resign in light of the expected short duration of these NOI proceedings and the Applicants' current financial circumstances. In addition, it is expected that the remaining employees will face increased workloads as they will be required to maintain the Applicants' business operations, while also meeting the demands of the Strategic Process and these NOI proceedings.

56. The Applicants accordingly seek approval of a KERP on the following basis:

- (a) each of the 9 non-executive employees remaining in the employment of the Applicants post- June 30th will be offered a one-time lump sum incentive bonus of \$10,000 (the "**KERP Payment**") to incentivize them to continue their employment with the Applicants during these NOI proceedings;
- (b) the KERP Payment will be paid to each of the 9 non-executive employees on August 1, 2025; and
- (c) payments to the employees under the KERP will only be made if, as at August 1, 2025, the employee has fulfilled his or her employment obligations and has not voluntarily resigned or been terminated for cause.

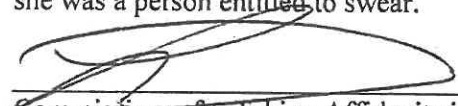
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57. The KERP was developed in consultation with both EDC and the Proposal Trustee. The Applicants believe that the amounts payable to the employees under the KERP are reasonable and appropriate in the circumstances.

58. The Applicants propose a KERP Charge to secure their obligations under the KERP in an amount not to exceed \$90,000. The proposed KERP Charge would rank subordinate to all other Charges.

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

SWORN BEFORE ME at Calgary,
Alberta, by two-way videoconferencing with
the deponent this 3rd day of July, 2025.
I certify that Edna Conway satisfied me that
she was a person entitled to swear.



Commissioner for Taking Affidavits in and for
the Province of Alberta

}

Edna Conway

* Luke Bronson Wurminger *
Student-at-Law

Luke Bronson Wurminger
Student-at-Law

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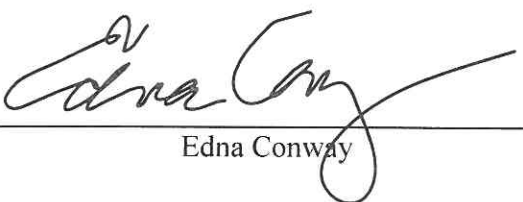
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I certify that Edna Conway satisfied me that
she was a person entitled to swear.

Commissioner for Taking Affidavits in and for
the Province of Alberta

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Edna Conway



This is **Exhibit "B"** to the Affidavit of Mark Dickinson
sworn before me this 17th day of September 2025.

Notary Public/Commissioner for Oaths in and for Alberta

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COURT FILE NUMBER BK01-095558
BK01-095559

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY



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

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

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

DOCUMENT **ORDER**

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

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

DATE ON WHICH ORDER WAS PRONOUNCED: July 4, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Edmonton, Alberta

JUSTICE WHO MADE THIS ORDER: The Honourable Justice J.J. Gill

UPON THE APPLICATION of ATTAbotics Inc. (“ATTAbotics”) and ATTAbotics (US), Corp. (“ATTAbotics US” and together with ATTAbotics, the “Applicants”); AND UPON reviewing the Affidavit of Edna Conway, sworn July 3, 2025 (the “Conway Affidavit”); AND UPON reviewing the First Report of Richter Inc. in its capacity as proposal trustee of the Applicants (in such capacity, the “Proposal Trustee”); AND UPON noting that each of the Applicants filed a Notice of Intention to Make a Proposal under subsection 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the “BIA”) on July 2, 2025 (the “Filing Date”); AND UPON hearing submissions by counsel for the Applicants, counsel for the Proposal Trustee and any other counsel or other interested parties present; **IT IS HEREBY ORDERED THAT:**

SERVICE

1. The time for service of the application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today, and no person other than those persons served is entitled to service of the application.

PROCEDURAL CONSOLIDATION

2. The bankruptcy estates of the Applicants (each individually an “**Estate**”) shall, subject to further order of the Court, be procedurally consolidated into one estate (the “**Consolidated Estate**”) and shall continue under Estate No. 25-095559 (with the proceeding in respect thereof being the “**Consolidated Proposal Proceeding**”).
3. Without limiting the generality of the foregoing, the Proposal Trustee is hereby authorized and directed to administer the Consolidated Estates on a consolidated basis for all purposes in carrying out its administrative duties and other responsibilities as proposal trustee under the BIA as if the Consolidated Estate were a single estate and the Consolidated Proposal Proceeding were a single proceeding under the BIA, including without limitation:
 - a. the Proposal Trustee is authorized to issue consolidated reports in respect of the Applicants; and
 - b. the Proposal Trustee is authorized to deal with all filings and notices relating to the proposal proceedings of the Applicants, each as required under the BIA, on a consolidated basis.
4. Any pleadings or other documents served or filed in the Consolidated Proposal Proceeding by any party shall be deemed to have been served or filed in each of the proceedings comprising the Consolidated Proposal Proceeding.
5. A copy of this Order shall be filed by the Applicants in the Court file for each of the Estates but any subsequent document required to be filed will only be required to be filed in the Consolidated Estate (Estate No. 25-095559).
6. The procedural consolidation of the Estates pursuant to this Order shall not:

- a. affect the legal status or corporate structure of the Applicants; or
 - b. cause any Applicant to be liable for any claim for which it is otherwise not liable or cause any Applicant to have an interest in an asset to which it otherwise would not have.
7. The Estates are not substantively consolidated, and nothing in this Order shall be construed to that effect.
8. The Proposal Trustee may apply to this Court for advice and directions with respect to the implementation of this Order or with respect to any other matter relating to the procedural consolidation of the Consolidated Estate.

ADMINISTRATION CHARGE

9. Legal counsel for the Applicants, the Proposal Trustee and legal counsel for the Proposal Trustee, as security for their respective professional fees and disbursements incurred in preparing for and during these Consolidated Proposal Proceedings, and both before and after the granting of this Order, shall be entitled to the benefit of, and are hereby granted, a security and charge (the “**Administration Charge**”) on all of the Applicants’ present and after-acquired assets, property and undertakings (the “**Property**”), which charge shall not exceed \$300,000.

D&O INDEMNIFICATION AND CHARGE

10. The Applicants shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers after the Filing Date, except to the extent that, with respect to any director or officer, the obligation or liability was incurred as a result of the director or officer’s gross negligence or willful misconduct.
11. Each of the directors and officers of the Applicants shall be entitled to the benefit of and are hereby granted a charge (the “**D&O Charge**”) on all of the Property, which shall not exceed an aggregate amount of \$200,000, as security for the indemnity provided in this Order.

INTERIM FINANCING APPROVAL AND CHARGE

12. The Applicants are hereby authorized and empowered to obtain and borrow or guarantee, as applicable, pursuant to a credit facility (the “**Interim Facility**”) from Export Development Canada (the “**Interim Lender**”) in order to finance the Applicants’ working capital requirements and other general corporate purposes, all in accordance with the Cash Flow Projections (as defined in the term sheet between the Applicants and the Interim Lender dated as of June 30, 2025 and attached as Exhibit J to the Conway Affidavit (as may be amended or amended and restated from time to time, the “**Interim Financing Term Sheet**”)) and Definitive Documents (as defined below), provided that borrowings under the Interim Facility shall not exceed \$1.5 million unless permitted by further order of this Court, and execution of the Interim Financing Term Sheet is hereby approved and ratified and no other shareholder, unitholder, member, partner, director or other similar approval shall be required in connection therewith or in performing its obligations thereunder.
13. The Interim Facility shall be on the terms and subject to the conditions set forth in the Interim Financing Term Sheet.
14. The Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs, and security documents, guarantees and other definitive documents (collectively with the Interim Financing Term Sheet and the Cash Flow Projections, the “**Definitive Documents**”), as are contemplated by the Interim Financing Term Sheet or as may be reasonably required by the Interim Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of their indebtedness, interest, fees, liabilities, and obligations to the Interim Lender under and pursuant to the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.
15. The Interim Lender shall be entitled to the benefits of and is hereby granted a charge (the “**Interim Lender’s Charge**”) on the Property to secure all obligations under the Definitive Documents incurred on or after the date of this Order. The Interim Lender’s Charge shall not secure any obligation existing before the date of this Order.

16. Notwithstanding any other provision of this Order:

- a. the Interim Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the Interim Lender's Charge or any of the Definitive Documents;
- b. upon the occurrence of an event of default under any of the Definitive Documents or the Interim Lender's Charge, the Interim Lender may (i) immediately cease making advances or providing credit to the Applicants, (ii) shall be permitted to set off and/or consolidate any amounts owing by the Interim Lender to the Applicants against the obligations of the Applicants to the Interim Lender under the Definitive Documents or the Interim Lender's Charge, (iii) may make demand, accelerate payment and give other notices with respect to the obligations of the Applicants under the Definitive Documents or the Interim Lender's Charge, or (iv) apply to the Court on five (5) days' written notice to the Applicants and the Proposal Trustee to seek the Court's authorization to exercise any and all of its other rights and remedies under or pursuant to the Definitive Documents or the Interim Lender's Charge including, without limitation, for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and
- c. the foregoing rights and remedies of the Interim Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and managed of the Applicants or the Property.

17. The Interim Lender shall be treated as unaffected in any proposal filed by the Applicants under the BIA or any plan of arrangement or compromise filed by the Applicants under the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36, with respect to any advances under the Definitive Documents.

KEY EMPLOYEE RETENTION PLAN

18. The Key Employee Retention Plan (the "KERP"), as described in the Conway Affidavit, is hereby approved and the Applicants are authorized to make payments contemplated thereunder in accordance with the terms and conditions of the KERP.

19. The key employees referred to in the KERP (the “**Key Employees**”) shall be entitled to the benefit of and are hereby granted a charge on the Property (the “**KERP Charge**”), which charge shall not exceed the aggregate amount of \$90,000, to secure any payments to the Key Employees under the KERP.

PRIORITY OF CHARGES

20. The filing, registration or perfection of the Administration Charge, the D&O Charge, the Interim Lender’s Charge and the KERP Charge (collectively, the “**Charges**”) shall not be required, and the Charges shall be enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.
21. The Charges shall constitute a security and charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges, encumbrances and claims of secured creditors, statutory or otherwise in favour of any person (collectively, the “**Encumbrances**”) provided, however, that none of the Charges shall rank in priority to the Equipment Security in respect of the Equipment Collateral (as those terms are defined in the Intercreditor Agreement between Export Development Canada, Business Development Bank of Canada (“**BDC**”), and the Applicants, dated as of February 1, 2024) until the earlier of:
- a. BDC advising the Applicants and Proposal Trustee in writing that it does not intend to oppose the Charges ranking in priority to the Equipment Security;
 - b. a further Order of this Court granting the Charges priority over the Equipment Security; or
 - c. July 9, 2025 at 12:00 p.m. MDT;

at which time the Charges shall rank in priority to the Equipment Security in respect of the Equipment Collateral without further action by the Applicants or Order of this Court and the Equipment Collateral shall be deemed to form part of the Property secured by such Charges in the priority otherwise granted herein.

22. The Applicants shall schedule one hour on the Commercial List on July 9, 2025 for the tentative hearing of any dispute which BDC may wish to advance relating to the priming of the Equipment Security by the Charges.
23. The ranking as between the Charges shall be as follows:
- a. first, the Administration Charge;
 - b. second, the D&O Charge;
 - c. third, the Interim Lender's Charge; and
 - d. fourth, the KERP Charge.
24. Except as otherwise provided herein, or as may be approved by this Court, the Applicants shall not grant any Encumbrances over the Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants obtain the prior written consent of the beneficiaries of the Charges (the "Chargees") or further order of this Court.
25. The Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by:
- a. the pendency of these proceedings and the declarations of insolvency made in this Order;
 - b. any application(s) for bankruptcy order(s) issued pursuant to the BIA, or any bankruptcy order made pursuant to such applications;
 - c. the filing of any assignments for the general benefit of creditors made pursuant to the BIA;
 - d. the provisions of any federal or provincial statutes; or
 - e. any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement

(collectively, an “**Agreement**”) that binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- i. neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of any documents in respect thereof, shall create or be deemed to constitute a new breach by the Applicants of any Agreement to which they, or any one of them, is a party;
- ii. none of the Chargees shall have any liability to any person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- iii. the payments made by the Applicants pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct or other challengeable or voidable transactions under any applicable law.

FOREIGN PROCEEDINGS

26. ATTAbotics is hereby authorized and empowered, but not required, to act as foreign representative (in such capacity, the “Foreign Representative”) in respect of the within proceedings for purposes of having these proceedings recognized and approved in a jurisdiction outside Canada.

27. The Foreign Representative is hereby authorized to apply for foreign recognition and approval of these proceedings, as necessary, in any jurisdiction outside of Canada, including in the United States pursuant to chapter 15 of title 11 of the United States Bankruptcy Code.

28. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body or agency having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Proposal Trustee and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies and agencies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Proposal Trustee, as an officer

of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to ATTAbotics, in any foreign proceeding, or to assist the Applicants and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

MISCELLANEOUS

29. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

A handwritten signature in black ink that reads "John Gill". The signature is written in a cursive, flowing style.

Justice of the Court of King's Bench of Alberta

This is **Exhibit “C”** to the Affidavit of Mark Dickinson
sworn before me this 17th day of September 2025.

Notary Public/Commissioner for Oaths in and for Alberta

MD

COURT FILE NUMBER BK01-095558
BK01-095559
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY



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

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

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

DOCUMENT **ORDER**

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

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

DATE ON WHICH ORDER WAS PRONOUNCED: July 29, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

JUSTICE WHO MADE THIS ORDER: The Honourable Justice P.R. Jeffrey

UPON THE APPLICATION of ATTAbotics Inc. and ATTAbotics (US), Corp. (together, the “**Applicants**”); **AND UPON** reviewing the Affidavit of Michael Saitow, sworn July 21, 2025 and the Affidavit of Mark Dickinson, sworn July 28, 2025 (the “**Dickinson Affidavit**”); **AND UPON** reviewing the Second Report of Richter Inc. in its capacity as proposal trustee of the Applicants (in such capacity, the “**Proposal Trustee**”); **AND UPON** noting that each of the Applicants filed a Notice of Intention to Make a Proposal under subsection 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the “**BIA**”) on July 2, 2025; **AND UPON**

hearing submissions by counsel for the Applicants, counsel for the Proposal Trustee and any other counsel or other interested parties present **AND UPON** noting that capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Order of the Honourable Justice Gill, granted July 4, 2025 (the “**July 4 Order**”);

IT IS HEREBY ORDERED THAT:

SERVICE

1. The time for service of the application for this order (the “**Order**”) is hereby abridged and deemed good and sufficient and this application is properly returnable today, and no person other than those persons served is entitled to service of the application.

EXTENSION OF TIME TO FILE A PROPOSAL

2. The time within which the Applicants are required to file a proposal to their creditors under section 50.4(9) of the BIA is hereby extended to September 15, 2025.

SECOND KEY EMPLOYEE RETENTION PLAN

3. The second key employee retention plan (the “**Second KERP**”), as described in the Dickinson Affidavit, is hereby approved and the Applicants are authorized to make payments contemplated thereunder in accordance with the terms and conditions of the Second KERP.
4. The KERP Charge established and defined at paragraph 19 of the Order of the Honourable Justice Gill granted in these proceedings on July 4, 2025 shall be increased from \$90,000 to the aggregate amount of \$222,921, and shall apply equally to, and secure, all payments contemplated to the Key Employees referred to in the Second KERP.

SALES AND INVESTMENT SOLICITATION PROCESS

5. The Sale and Investment Solicitation Process (subject to any amendments thereto that may be made in accordance therewith and with this Order, the “**SISP**”) attached as Exhibit B to the Dickinson Affidavit is hereby approved, and the Applicants and the Proposal Trustee

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are hereby authorized and directed to implement the SISP in accordance with the terms thereof and do all things reasonably necessary to conduct and give full effect to the SISP and implement and carry out the terms and, furthermore, the Applicants and Proposal Trustee are hereby authorized to enter into any resulting agreement(s) or transaction(s) (collectively, the “**SISP Agreements**”) which may arise in connection thereto, as the Applicants and the Proposal Trustee determine are necessary or advisable in connection with or in order to complete any or all of the various steps, as contemplated in and subject to the conditions in the SISP.

6. Nothing herein shall act as authorization or approval of the transfer or vesting of any or all of the Applicants’ property, assets, or undertakings under any SISP Agreements, or otherwise. Such transfer and vesting shall be dealt with and shall be subject to further Order of this Honourable Court.
7. The Applicants and the Proposal Trustee are hereby authorized and empowered to apply to this Honourable Court to amend, vary, or seek any advice, directions, or the approval or vesting of any transactions, in connection with the SISP.
8. The Proposal Trustee, its affiliates, partners, directors, employees, and agents and controlling persons shall have no liability for any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the SISP, except to the extent such losses, claims, damages or liabilities arise or result from the gross negligence or wilful misconduct of the Proposal Trustee in performing its obligations under the SISP, as determined by this Court.


INCREASE TO THE INTERIM FACILITY

9. The Amended and Restated Interim Financing Term Sheet substantially in the form attached as Exhibit C to the Dickinson Affidavit (the “**Amended and Restated Interim Financing Term Sheet**”) is hereby approved.
10. Paragraph 12 of the July 4 Order is hereby amended to delete reference to “\$1.5 million” and replace it with “\$3.5 million”, and all referenced in the July 4 Order to the Interim

Financing Term Sheet shall be deemed to refer to the Amended and Restated Interim Financing Term Sheet.

MISCELLANEOUS

11. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.


Justice of the Court of King's Bench of Alberta

This is **Exhibit “D”** to the Affidavit of Mark Dickinson
sworn before me this 17th day of September 2025.

Notary Public/Commissioner for Oaths in and for Alberta

COURT FILE NUMBER BK01-095558
BK01-095559

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY



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

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

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

DOCUMENT **ORDER**

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

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

DATE ON WHICH ORDER WAS PRONOUNCED: September 8, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

JUSTICE WHO MADE THIS ORDER: The Honourable Justice Johnston

UPON THE APPLICATION of ATTAbotics Inc. and ATTAbotics (US), Corp.
(together, the “Applicants”); AND UPON reviewing the Affidavit of Mark Dickinson, sworn
September 2, 2025; AND UPON reviewing the Third Report of Richter Inc. in its capacity as
proposal trustee of the Applicants (in such capacity, the “Proposal Trustee”); AND UPON noting
that each of the Applicants filed a Notice of Intention to Make a Proposal under subsection 50.4(1)
of the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 (the “BIA”) on July 2, 2025; AND UPON

hearing submissions by counsel for the Applicants, counsel for the Proposal Trustee and any other counsel or other interested parties present;

IT IS HEREBY ORDERED THAT:

1. Service of the application for this order is deemed good and sufficient and no other person other than those persons served is entitled to service of the application.
2. The time within which the Applicants are required to file a proposal to their creditors under section 50.4(9) of the BIA is hereby extended to October 30, 2025.
3. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

B B Johns

Justice of the Court of King's Bench of Alberta

This is **Exhibit “E”** to the Affidavit of Mark Dickinson
sworn before me this 17th day of September 2025.

Notary Public/Commissioner for Oaths in and for Alberta

MD

Received
July 21, 2025

C71561

COURT FILE NUMBER

BK01-095558
BK01-095559

COURT

COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE

CALGARY



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

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

APPLICANTS

ATTABOTICS INC. and ATTABOTICS (US), CORP.

DOCUMENT

AFFIDAVIT OF MICHAEL SAITOW

ADDRESS FOR SERVICE
AND CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

OSLER, HOSKIN & HARCOURT LLP
Suite 2700, Brookfield Place
255 – 6th Avenue SW
Calgary, AB T2P 1N2

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

**AFFIDAVIT OF MICHAEL SAITOW
SWORN ON JULY 21, 2025**

I, Michael Saitow, of the City of Hingham, in the State of Massachusetts in the United States of America, **MAKE OATH AND SAY:**

1. I am the Vice President of Products and Technology at ATTAbotics Inc. (“**ATTAbotics**”) and ATTAbotics (US), Corp. (“**ATTAbotics US**” and together with ATTAbotics, the “**Applicants**”). I have been Vice President of Products and Technology at the Applicants since early 2025. Prior to joining the Applicants, I was the Chief Information Officer of M.S. Walker,

MD

Received
July 21, 2025

C71563

COURT FILE NUMBER **BK01-095558**
 BK01-095559

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY



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

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

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

DOCUMENT **AFFIDAVIT OF MICHAEL SAITOW**

ADDRESS FOR SERVICE **OSLER, HOSKIN & HARCOURT LLP**
AND CONTACT Suite 2700, Brookfield Place
INFORMATION OF 255 – 6th Avenue SW
PARTY FILING THIS Calgary, AB T2P 1N2
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Solicitors: Marc Wasserman / Emily Paplawski
Phone: 416.862.4908 / 403.260.7071
Email: mwasserman@osler.com / epaplawski@osler.com
Matter: 1269907

AFFIDAVIT OF MICHAEL SAITOW
SWORN ON JULY 21, 2025

I, Michael Saitow, of the City of Hingham, in the State of Massachusetts in the United
States of America, **MAKE OATH AND SAY:**

1. I am the Vice President of Products and Technology at ATTAbotics Inc. (“**ATTAbotics**”) and ATTAbotics (US), Corp. (“**ATTAbotics US**” and together with ATTAbotics, the “**Applicants**”). I have been Vice President of Products and Technology at the Applicants since early 2025. Prior to joining the Applicants, I was the Chief Information Officer of M.S. Walker,

MD

Inc., a wholesale distributor of wines and spirits. I am an executive with more than 25 years of leadership and business experience. I hold a Bachelor of Science from Syracuse University.

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

3. I swear this Affidavit in support of an application by the Applicants for an Order:

- (a) extending the time within which the Applicants are required to file a proposal to their creditors under section 50.4(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the "BIA") to September 15, 2025 (the "Stay Period");
- (b) approving the second key employee retention plan (the "**Second KERP**"), the terms of which will be defined in supplemental materials to be filed by the Applicants (as discussed further below), increasing the KERP Charge established and defined at paragraph 19 of the Order of the Honourable Justice Gill granted in these proceedings on July 4, 2025 (the "**July 4 Order**") from \$90,000 to an aggregate amount to be confirmed, and declaring that the KERP Charge shall apply equally to, and secure, all payments contemplated to the Key Employees by the Second KERP; and
- (c) such further and other relief as counsel may request and this Honourable Court may grant.

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

Overview of these NOI Proceedings and the Applicants' Activities

5. On July 2, 2025, the Applicants filed Notices of Intention to Make a Proposal with the Office of the Superintendent of Bankruptcy Canada pursuant to section 50.4(1) of the BIA in estate nos. 25-095558 and 25-095559 (the "**NOI Proceedings**"). Richter Inc. was appointed proposal trustee in the NOI Proceedings (the "**Proposal Trustee**"). Further information regarding the Applicants, the reasons leading to the NOI Proceedings and the Applicants' intentions for the NOI Proceedings is discussed in the Affidavit of Edna Conway, sworn July 3, 2025 (the "**Conway Affidavit**"), a copy of which is attached hereto (without exhibits) as **Exhibit "A"**.

6. On July 4, 2025, the Honourable Justice Gill granted the July 4 Order which, among other things: (a) procedurally consolidated the NOI Proceedings into one estate; (b) granted an Administration Charge in an amount not to exceed \$300,000; (c) granted a D&O Charge in an amount not to exceed \$200,000; (d) approved the Interim Facility pursuant to an Interim Financing Term Sheet in an amount up to \$1.5 million and granted an Interim Lender's Charge to secure all obligations of the Applicants with respect thereto; and (e) approved a key employee retention plan ("**KERP**") and granted a KERP Charge to secure any payments to Key Employees under the KERP in an amount not to exceed \$90,000. A copy of the July 4 Order is attached hereto as **Exhibit "B"**.

7. The Interim Financing Term Sheet required, among other things, that the Applicants diligently pursue options to sell their assets and business or obtain investment in ATTAbotics. Accordingly, since commencement of the NOI Proceedings, the Applicants and the Proposal

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Trustee have undertaken a targeted solicitation process (the “**Solicitation Process**”) to identify parties potentially interested in pursuing a transaction for the assets or business of the Applicants or an investment in ATTAbotics. In furtherance of such Solicitation Process, the Applicants and the Proposal Trustee have:

- (a) prepared a list of 201 parties identified as potentially having an interest in a transaction involving the business or assets of the Applicants and established a data room containing diligence information for purposes of the Solicitation Process;
- (b) contacted all potentially interested parties in writing to invite them to participate in the Solicitation Process and provide them with: (i) a short summary information sheet detailing the Applicants and the opportunity (the “**Teaser Letter**”), and (ii) a form of non-disclosure agreement (“**NDA**”). A copy of the Teaser Letter is attached hereto as **Exhibit “C”**;
- (c) negotiated and executed 31 NDAs with interested parties, with an additional 9 NDAs remaining under discussion as at the date of this Affidavit; and
- (d) facilitated access to the data room for parties that executed the NDAs, updated the data room as additional due diligence information was requested by interested parties, responded to numerous due diligence requests, and attended management meetings with interested parties.

8. Non-binding expressions of interest (“**EOIs**”) in the Solicitation Process are to be received by the Proposal Trustee on or before July 25, 2025 at 1:00 p.m. (ET). Upon receipt of the EOIs, the Applicants expect to finalize a formal sale and investment solicitation process (the “**SISP**”)

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that is targeted and responsive both to the volume of EOIs received and the scope of such EOIs. It is currently anticipated that the SISP will be structured as a single-phase process over an abridged time period with the successful transaction identified and approved by the Court within the proposed Stay Period. The precise details of the SISP will be confirmed once all EOIs are received and reviewed by the Proposal Trustee and the Applicants.

9. The Applicants expect to seek approval of the SISP at the hearing of their application on July 29 and will file supplemental materials regarding such SISP as soon as possible after EOIs are received.

10. In addition to the SISP, the Applicants require an increase to the Interim Facility in order to fund their payroll obligations, normal course business expenses and the costs of these NOI Proceedings during the requested Stay Period. The current Interim Financing Term Sheet has a maturity date of August 1, 2025. The Interim Lender has confirmed that it will not agree to an increase to the Interim Facility until EOIs are received and it has confirmed the value in continuing to fund the NOI Proceedings. Accordingly, while the Applicants are currently working with the Interim Lender to finalize a cash flow forecast for the proposed Stay Period, they will not be in a position to confirm the details of such increase or seek approval of same until on or after July 25, 2025.

11. As a result, and similar to the SISP, the Applicants expect to file supplemental materials regarding an increase to the Interim Facility and Interim Lender's Charge as soon as possible after the EOIs are received.

12. In addition to administering the Solicitation Process with the Proposal Trustee, since commencement of these NOI Proceedings, the Applicants have:

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- (a) engaged extensively with customers, suppliers, vendors and other third parties regarding matters related to their respective relationships with the Applicants and these NOI Proceedings;
- (b) prepared and issued records of employment to all employees terminated immediately prior to the NOI Proceedings and fielded a large number of employee inquiries regarding severance, benefits, return of company property, and other matters;
- (c) completed all required reporting to the Interim Lender under the Interim Facility Term Sheet with the assistance of the Proposal Trustee;
- (d) worked with the Proposal Trustee to prepare updated cash flows with respect to the proposed Stay Period; and
- (e) took all necessary measures to secure and maintain the Applicants' property during this period of scaled back operations as part of these NOI Proceedings (as discussed further in the Conway Affidavit).

Stay Extension

13. In the event the Interim Lender agrees to increase the Interim Facility to ensure that the Applicants have sufficient liquidity to continue their operations and fund these NOI Proceedings, the Applicants are seeking to extend the current stay period up to and including September 15, 2025. The current stay period will expire on August 1, 2025.

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14. The extension of the current stay period is necessary to allow the SISP to be undertaken by the Applicants and the Proposal Trustee for the benefit of the Applicants' stakeholders. The Applicants have been clear since commencement of these NOI Proceedings that the purpose of the filings is to provide the Applicants with the breathing space and working capital necessary to complete a going concern sale, an investment, or a sale of substantially all of the Applicants' assets. Such efforts remain underway, with the EOI submission deadline coming up on July 25th. The requested extension to the stay period will allow the Applicants to advance these efforts to conclusion with the intention of seeking Court approval of the successful transaction within the Stay Period.

15. The Applicants have acted, and continue to act, in good faith and with due diligence in these NOI Proceedings. Since commencement of the NOI Proceedings, the Applicants have, in conjunction with the Proposal Trustee, conducted the Solicitation Process and undertaken extensive engagement with key stakeholders. The Applicants accordingly believe that the requested extension of the current stay period is necessary and appropriate in the circumstances.

Second KERP

16. As discussed further in the Conway Affidavit, in order to facilitate these NOI Proceedings, the Applicants: (a) terminated the employment of 192 employees on June 30, 2025, leaving only a skeleton crew of 11 employees (i.e. 5% of the prior workforce, one of whom is currently on medical leave, leaving only 10 active employees) to assist the Applicants to navigate these NOI proceedings; and (b) suspended the vast majority of corporate operations (including sales, marketing, and service and warranty work), other than as necessary to maintain basic corporate functions and to assist in developing and implementing the Solicitation Process.

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17. The 11 individuals who remain employed by the Applicants were all identified as business critical and necessary to maximize the chances of success of these NOI Proceedings. The Applicants accordingly sought, and the Court approved, a KERP in the July 4 Order to facilitate and encourage the continued employment of such individuals. The terms of the KERP were as follows:

- (a) each of the 9 non-executive employees remaining in the employment of the Applicants post- June 30th would be offered a one-time lump sum incentive bonus of \$10,000 to incentivize them to continue their employment with the Applicants during the initial 30 days of the NOI proceedings;
- (b) the KERP payment would be paid to each of the 9 non-executive employees on August 1, 2025; and
- (c) payments to the employees under the KERP would only be made if, as at August 1, 2025, the employee had fulfilled his or her employment obligations and had not voluntarily resigned or been terminated for cause.

18. In accordance with the July 4 Order, the Applicants intend to pay the KERP payments to the applicable employees on August 1, 2025.

19. The Applicants are seeking the Second KERP to facilitate and encourage the continued employment of these individuals during the extended Stay Period for all the reasons previously identified in the Conway Affidavit, namely:

- (a) the Applicants are concerned that if the Second KERP and the increase to the KERP Charge are not approved by this Court, the remaining employees may depart and

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seek employment elsewhere. The resignation of any of these employees could (depending on the individual) significantly hamper the efforts of the Applicants in these NOI proceedings;

- (b) the Applicants expect that it will be difficult, if not impossible, to replace certain individuals should they resign in light of the expected short duration of these NOI Proceedings and the Applicants' current financial circumstances, and
- (c) the remaining employees have, and will continue to, face increased workloads as they are required to maintain the Applicants' business operations (on the scaled down basis discussed above), while also meeting the demands of the Solicitation Process/SISP and these NOI proceedings.

20. The terms of the proposed Second KERP are currently under discussion between the Applicants, the Proposal Trustee and the Interim Lender and, like the requested increase to the Interim Facility and the proposed SISP, the precise details of, and the Interim Lender's support for, the Second KERP are dependent on the results of the Solicitation Process. The Applicants accordingly expect to file supplemental materials regarding the terms of the proposed Second KERP as soon as possible after EOIs are received.

21. The Applicants will also be seeking an increase to the KERP Charge to secure all payments to be made under the Second KERP up to the confirmed aggregate maximum amount.

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

SWORN BEFORE ME at Calgary,
Alberta, by two-way videoconferencing with
the deponent this 21st day of July, 2025.
I certify that Michael Saitow satisfied me that
he was a person entitled to swear.

}



Commissioner for Taking Affidavits in and for
the Province of Alberta

Michael Saitow

Emma Carlson Stilling
Student-at-Law

MD


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

SWORN BEFORE ME at Calgary,
Alberta, by two-way videoconferencing with
the deponent this 21st day of July, 2025.
I certify that Michael Saitow satisfied me that
he was a person entitled to swear.

}

Michael Saitow

Commissioner for Taking Affidavits in and for
the Province of Alberta

Michael Saitow

WD

MDS

This is **Confidential Exhibit “F”** to the Affidavit of Mark Dickinson
sworn before me this 17th day of September 2025.

Notary Public/Commissioner for Oaths in and for Alberta

MD

Confidential Exhibit “F”

This is **Exhibit “G”** to the Affidavit of Mark Dickinson
sworn before me this 17th day of September 2025.

Notary Public/Commissioner for Oaths in and for Alberta

MD

ASSET PURCHASE AGREEMENT
BETWEEN
LAFAYETTE SYSTEMS, INC.
AND
ATTABOTICS INC.
DATED AS OF SEPTEMBER 17, 2025

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ASSET PURCHASE AGREEMENT

This Agreement is dated as of September 17, 2025

AMONG: **LAFAYETTE SYSTEMS, INC.**, a corporation existing under the laws of the State of Kentucky;
(the “**Purchaser**”)

AND: **ATTABOTICS INC.**, a corporation existing under the laws of the Province of Alberta;
(the “**Vendor**”)

- A. **WHEREAS** the Vendor and ATTAbotics (US), Corp. (collectively, the “**Companies**”) operate a business consisting primarily of the development of robotic goods-to-person storage and retrieval systems and related automation technologies;
- B. **WHEREAS** the Companies filed Notices of Intention to Make a Proposal (the “**Proposal Proceedings**”) under Part III, Division I of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”) on July 2, 2025 (the “**Filing Date**”), resulting in proceedings before the Court of King’s Bench of Alberta (the “**Court**”), and obtained an order from the Court on July 4, 2025, among other things, consolidating the Proposal Proceedings for administrative purposes and authorizing the Vendor, as borrower, to obtain interim funding (the “**DIP Loan**”) from Export Development Canada, as lender (in such capacity, the “**DIP Lender**”);
- C. **WHEREAS** the Court made an order on July 29, 2025 (the “**SISP Order**”) authorizing and directing Richter Inc., in its capacity as proposal trustee in the Proposal Proceedings (in such capacity, the “**Proposal Trustee**”), with the assistance of its advisors and the Vendor, and in consultation with the DIP Lender, to conduct a sale and investment solicitation process (the “**SISP**”) in accordance with the procedures set out in Schedule “A” to the SISP Order (the “**SISP Procedures**”);
- D. **WHEREAS** the Purchaser participated in the SISP, submitting a Qualified Bid (as defined in the SISP Order) and such Qualified Bid has been designated by the Proposal Trustee, in consultation with the Companies and the DIP Lender, as a Successful Bid (as defined in the SISP Order); and
- E. **WHEREAS** in accordance with the SISP Procedures and the Purchaser’s Successful Bid (on the terms reflected in this Agreement), the Vendor wishes to sell, and the Purchaser wishes to purchase, the Purchased Assets (as defined herein) on an “as-is, where-is” basis, upon the terms and subject to the conditions of this Agreement;

NOW THEREFORE, in consideration of the premises and mutual agreements contained in this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

The capitalized words and expressions used in this Agreement or in its schedules have the meaning set out in Schedule 1.1.

1.2 Articles, Sections and Headings

The division of this Agreement into articles, sections and schedules and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

1.3 Interpretation

The term “including” means “including, without limiting the generality of the foregoing”. References to articles, sections or schedules are to articles, sections and schedules of this Agreement or of its schedules unless otherwise expressly stated and a reference to a document, instrument, or agreement also refers to all its respective addenda, exhibits, or schedules. Reference to a statute or statutory provision refers, unless specified otherwise, to that statute or statutory provision as it may be amended, or to any restated or successor statute or statutory provision of comparable effect.

1.4 Currency

Except as expressly provided in this Agreement, all references to currency in this Agreement are to Canadian dollars.

1.5 Calculation of Time

- (a) *Calculation of Time.* Unless otherwise specified, if a period within or following which any payment is to be made or act is to be done is expressed in days, the day on which the period starts is not counted, but the day on which the period ends is. If the period is expressed in months, it expires on the day, in the last month, that bears the same calendar number as the day of the act or notice having given rise to the period; if there is no such calendar number in that month, the period expires on the last day of the month. Where the last day of any period is not a Business Day, that period will be extended to the next Business Day following the day on which it would otherwise end.
- (b) *Business Days.* Any action to be taken or payment to be made pursuant to this Agreement which would otherwise be required to be made on a day that is not a Business Day, must be taken or made on the first Business Day following that day.

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- (c) *Time of Day.* All references to times of the day are to the times of the day in Calgary, Alberta.

1.6 Schedules

The following schedules are incorporated by reference and deemed to be part of this Agreement:

Schedules

- 1.1 Definitions
- 1.1.38 Intellectual Property
- 1.1.72 Transferred Permits
- 3.2 Allocation of Purchase Price
- 4.1 Representations and Warranties of the Vendor
- 4.2 Representations and Warranties of the Purchaser
- 9.12 Addresses for Notice

Exhibit A Form of Approval and Vesting Order

ARTICLE 2 PURCHASE AND SALE

2.1 Purchase and Sale of Assets

In consideration for the Purchase Price and the assumption of the Assumed Obligations and subject to the terms and conditions of this Agreement, on the Closing Date, the Vendor shall sell, transfer and convey to the Purchaser, on and “as-is, where-is” basis, free and clear of all Encumbrances, and the Purchaser shall purchase, on and “as-is, where-is” basis, at the Purchaser’s own risk and peril, free and clear of all Encumbrances, all of the Vendor’s right, title and interest in, to and under the following assets, properties and rights, to the extent that such assets, properties and rights exist as of the Closing Date (the “**Purchased Assets**”):

- (a) Inventory;
- (b) Rolling Stock;
- (c) Equipment;
- (d) Computer Equipment;
- (e) Capital Assets;
- (f) Intellectual Property;
- (g) Transferred Permits; and

- (h) Goodwill.

2.2 Excluded Assets

Other than the Purchased Assets listed in Section 2.1, the Purchaser expressly understands and agrees that it is not purchasing or acquiring, and the Vendor is not selling or assigning, any right, title or interest in or to or under any other assets or properties of the Vendor, and all such other assets and properties shall be excluded from the Purchased Assets (collectively, the “**Excluded Assets**”). Excluded Assets include the following assets and properties of the Vendor:

- (a) all Accounts Receivable;
- (b) all cash, bank balances, monies in possession of banks and other depositories, term deposits and similar cash property, cash equivalents, securities and short-term investments;
- (c) all Immovable Property Leases;
- (d) all Service Offers
- (e) all contracts, agreements, or leases written or oral to which the Vendor is a party or by which the Vendor is bound or which the Vendor has or will have any liability or contingent liability or right;
- (f) shares, partnership or joint venture interests and any other securities or equity interests of any Person;
- (g) the Vendor’s rights in respect of all communications and documents protected by professional privilege pertaining to the transactions provided for in this Agreement and in the Closing Documents;
- (h) the corporate seals, organizational documents, minute books, securities registers, Tax Returns, books of account or other records having to do with the corporate organization of the Vendor, all employee-related or employee benefit-related files or records and any other books and records that are not exclusively related to the Purchased Assets or that the Vendor is prohibited from disclosing or transferring to the Purchaser under Applicable Law and is required by Applicable Law to retain;
- (i) subject to Section 5.7, all insurance policies of the Vendor and all rights to applicable claims and proceeds thereunder;
- (j) all Tax assets and Tax attributes (including duty and Tax refunds and prepayments) of the Vendor, including any GST/HST and other Tax receivables, as well as future Tax receivables and Tax refund entitlements;
- (k) refunds in respect of reassessments for Taxes relating to the Purchased Assets paid prior to the Closing;

- (l) all of the Vendor's rights and benefits under this Agreement and any Closing Document;
- (m) all Employee Plans; and
- (n) all other assets, properties and rights of the Vendor, of every kind and nature, whether real, personal or mixed, tangible or intangible, wherever located, that are not explicitly mentioned in Section 2.1.

2.3 Assumed Obligations

The Purchaser shall assume, on the Closing Date, and shall pay, perform and discharge when due after the Closing, the following liabilities and obligations of the Vendor (the "**Assumed Obligations**"):

- (a) all of the Vendor'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;
- (d) all Cure Costs expressly assumed by the Purchaser pursuant to Section 2.6(b); and
- (e) all liabilities and obligations of or expressly assumed by the Purchaser pursuant to Section 5.8.

2.4 Excluded Liabilities

The Purchaser shall not assume and shall not be responsible to pay, perform or discharge any of the liabilities or obligations of the Vendor that are not Assumed Obligations (collectively, the "**Excluded Liabilities**"). Without limiting the generality of the foregoing, the Excluded Liabilities include the following:

- (a) any of the Vendor's obligations under its accounts payable and other accrued liabilities of the Vendor including Post-Filing Claims;
- (b) any liabilities or obligations relating to or arising out of the Excluded Assets;
- (c) any liabilities or obligations for income Taxes payable by the Vendor; and
- (d) any liabilities or obligations retained by the Vendor relating to or arising out of the employment, or termination of employment, of any Employee pursuant to Section 5.8.

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2.5 Transfer and Assignment of Permits

- (a) *Obtaining Consents.* Prior to Closing, to the extent that a Permit is assignable or otherwise transferable by the Vendor to the Purchaser, then the Vendor, with the assistance of the Purchaser, shall use commercially reasonable efforts to obtain all necessary consents or approvals to assign or otherwise transfer such Permits to the Purchaser. The Purchaser shall pay all costs required in connection with the assignment or transfer of any Permit (which costs shall be in addition to the Purchase Price).
- (b) *Transfer and Assignment.* At the Closing, on and subject to the terms and conditions of this Agreement and the Approval and Vesting Order, all of the Vendor's rights, benefits and interests in, to and under the Permits, to the extent assignable, shall be assigned to the Purchaser, the consideration for which is included in the Purchase Price.
- (c) *Where Consent Required.* Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or otherwise transfer any Permit to the extent such Permit is not assignable or transferable under Applicable Law or the terms of the applicable Permit provide that it is not assignable without the consent of another Person, unless such consent has been obtained.
- (d) *Post-Closing Assignment.* Notwithstanding anything in this Agreement to the contrary, if the consent or approval of any Person is required to assign or otherwise transfer a Permit but such consent or approval is not obtained prior to Closing, (i) the Vendor and the Purchaser shall use their commercially reasonable efforts to obtain the necessary consents or approvals to the assignment or transfer of such Permit to the Purchaser as soon as practicable following Closing, (ii) neither Party shall be considered to be in breach of this Agreement, (iii) the failure to assign or otherwise transfer such Permit shall not be a condition to Closing and shall not give rise to a right of the Purchaser to terminate this Agreement, (iv) the Purchase Price shall not be subject to adjustment, and (v) the Closing shall not be delayed.
- (e) *Obtaining Replacement Permits.* To the extent that a Permit is not assignable or otherwise transferrable by the Vendor to the Purchaser, the Purchaser shall use commercially reasonable efforts to obtain a Replacement Permit. The Purchaser shall pay all costs required in connection with obtaining any Replacement Permit (which shall be in addition to the Purchase Price). The Purchaser acknowledges and agrees that in no event shall the obtaining of such Replacement Permits be a condition precedent to its obligation to effect the Closing.

2.6 Additional Exclusions and Inclusions

- (a) From the date of this Agreement until the date that is two (2) Business Days prior to Closing, the Purchaser, acting reasonably and in good faith shall have the right to request that specific assets of the Vendor be redesignated as Excluded Assets.

Such requests shall be made in writing to the Proposal Trustee, specifying the assets to be so excluded. The Proposal Trustee shall promptly review and, in consultation with the Vendor and the Purchaser, implement any such exclusions. For greater certainty, there shall be no adjustment to the Purchase Price as a result of the Purchaser electing to have any specific additional assets redesignated as Excluded Assets.

- (b) From the date of this Agreement until the date that is two (2) Business Days prior to Closing, the Purchaser, acting reasonably and in good faith shall have the right to request that specific assets of the Vendor be redesignated as Purchased Assets. Such requests shall be made in writing to the Proposal Trustee, specifying the assets to be so redesignated. Upon consent of the Vendor and the Proposal Trustee, each acting reasonably, the Proposal Trustee shall implement any such redesignation. For greater certainty, the Purchaser shall be responsible for Cure Costs payable, if any, in respect of any redesignation of assets as Purchased Assets pursuant to this Section 2.6(b).

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price

The aggregate purchase price for the Vendor's right, title and interest in, to and under Purchased Assets (the "**Purchase Price**") shall be, without duplication [REDACTED] plus applicable GST/HST (the "**Cash Purchase Price**"), plus consideration payable, if any, under the Deferred Payment Agreement.

3.2 Satisfaction of Purchase Price

- (a) The Purchaser has paid to the Proposal Trustee, on behalf of the Vendor, a deposit towards the Cash Purchase Price in the aggregate amount of [REDACTED] (which, for greater certainty, represents an amount equal to ten percent (10%) of the Cash Purchase Price) (the "**Deposit**"), it being agreed and acknowledged by the Parties that the Deposit will be held in escrow by the Proposal Trustee in an interest-bearing account on behalf of the Vendor and shall be credited against payment of the Cash Purchase Price or returned or forfeited, as the case may be, in accordance with the SISP Procedures and this Agreement.
- (b) On the Closing Date, the Purchaser shall satisfy the Purchase Price payable on Closing by: (i) the Deposit which shall be applied against the Cash Purchase Price; (ii) payment to the Proposal Trustee, on behalf of the Vendor, of an amount equal to [REDACTED], representing the balance of the Cash Purchase Price, to be paid by wire transfer of immediately available funds to an account designated in writing by the Proposal Trustee; and (iii) assuming the Assumed Obligations.

3.3 Allocation of Purchase Price

The Parties shall report the transaction described herein in a manner entirely consistent with Schedule 3.2, and shall not take any position inconsistent therewith, in the filing of their respective Tax Returns or in the course of any audit by any Governmental Authority, Tax review or Tax proceeding relating to such Tax Returns. For the avoidance of doubt and without restricting the generality of the foregoing, the aggregate cost to be reported by the Purchaser in computing the cost amounts of the Purchased Assets for purposes of the ITA resulting solely from the acquisition of the Purchased Assets for the Purchase Price, and the aggregate proceeds of disposition to be reported by the Vendor for the purposes of the ITA from the sale of the Purchased Assets hereunder, shall be equal to the total amount reflected on Schedule 3.2.

3.4 Sales Taxes

- (a) All amounts payable by the Purchaser to the Vendor pursuant to this Agreement do not include any value-added, goods and services, harmonized sales, sales, retail, transfer, use, consumption, multi-staged, personal property, customs, excise, stamp, land transfer, or similar taxes, duties, or charges (including GST/HST) (collectively “**Transfer Taxes**”) and all Transfer Taxes payable on the transfer, sale, conveyance, assignments, delivery of the Purchased Assets pursuant to Section 2.1 and in respect of the amounts that are payable by the Purchaser to the Vendor pursuant to Section 3.1 and Section 3.2 hereof are the responsibility of and for the account of the Purchaser.
- (b) Where the Vendor is required by law or by administration thereof to collect any applicable Transfer Taxes from the Purchaser, the Purchaser shall pay such Transfer Taxes to the Vendor concurrent with the payment of any consideration upon which such Transfer Taxes are calculated or at such later date as is permitted or requested by the Vendor. Notwithstanding the foregoing, the Vendor shall not collect from Purchaser GST/HST payable on the transfer, sale, conveyance, assignments, delivery of the Purchased Assets pursuant to Section 2.1 if the Purchaser and the Vendor have jointly made the GST/HST election in respect of such GST/HST as set out in Section 3.5 hereof. Where the Vendor is not required by law or by administration thereof to collect applicable Transfer Taxes, the Purchaser shall remit such Transfer Taxes directly to the applicable Governmental Authority consistent with the allocation of the Purchase Price made pursuant to Schedule 3.2 and shall provide notice, and upon written request by the Vendor, evidence of remittance of such payments. The Purchaser shall indemnify and save the Vendor and its directors, employees and shareholders harmless against and in respect of any and all amounts assessed by the Canada Revenue Agency or any other applicable Governmental Authority in respect of any failure on the part of the Purchaser to pay any Transfer Taxes payable by the Purchaser in connection with an election, exemption, or other relief being denied, or otherwise in connection with the transactions contemplated by this Agreement, including all taxes, penalties or interest thereon. This indemnity shall survive the Closing Date.

3.5 GST/HST Elections

The Purchaser and the Vendor shall, on the Closing Date, elect jointly under subsection 167(1) of the ETA and under any similar provision of any applicable provincial legislation, in the form prescribed for the purposes of each such provision, in respect of the sale and transfer of the Purchased Assets hereunder, and the Purchaser shall file such elections with the Canada Revenue Agency and any other applicable Governmental Authorities within the time and in the manner required by Applicable Laws.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 As-is, Where-is Sale

The Vendor represents and warrants to the Purchaser as set forth in Schedule 4.1 only. The representations and warranties of the Vendor in Schedule 4.1 and the Vendor's covenants in article 5, shall terminate at Closing and thereafter shall be of no further force or effect. The Vendor makes no further representation or warranty, whether express or implied, statutory or otherwise, with respect to the Vendor, the Purchased Assets, the Assumed Obligations or this Agreement and the transactions associated with this Agreement. The Purchaser acknowledges and confirms that, notwithstanding any other provision in this Agreement:

- (a) it is entering into this Agreement and acquiring the Purchased Assets and assuming the Assumed Obligations, on an "as-is, where-is" basis as they exist as of the Closing at the Purchaser's own risk and peril and shall accept the Purchased Assets in their respective states, conditions and locations as of the Closing (including the state of title of the Purchased Assets, the existence of any Encumbrance affecting the Purchased Assets, the existence of any default on the part of the Vendor, the physical, Environmental or other condition of, in, on, under or in the vicinity of the Leased Immovable Properties, the use permitted at the Leased Immovable Properties, the structural integrity or any other aspect of the physical condition of any Purchased Assets (including the existence of any known or unknown defects), the conformity of any building to any plans or specifications (including any plans and specifications that may have been or which may be provided to the Purchaser), compliance with Applicable Laws, the conformity of the Leased Immovable Properties to past, current or future applicable zoning or building code requirements or other Applicable Laws, the availability of public utilities, access, parking and/or services for the Leased Immovable Properties, the fitness or suitability of the Leased Immovable Properties for occupancy or any intended use (including matters relating to health and safety), the presence, release or use of wastes of any nature, hazardous substances, pollutants, contaminants or other regulated substances in, under, on or about the Leased Immovable Properties or any neighbouring lands);
- (b) it has conducted to its satisfaction such independent searches, investigations and inspections of the Purchased Assets and the Assumed Obligations as it deemed

appropriate, and based solely thereon, has determined to proceed with the transactions contemplated by this Agreement;

- (c) neither the SISP Team nor any other Person is making, and the Purchaser is not relying on, any representations, warranties, guarantees, conditions or other statements of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, concerning the Purchased Assets, the Vendor's right, title or interest in, to or under the Purchased Assets or the Assumed Obligations, including with respect to merchantability, physical or financial condition, description, fitness for a particular purpose, suitability for development, title, description, use or zoning, Environmental condition, existence of any parts and/or components, latent defects, quality, quantity or any other thing affecting any of the Purchased Assets or normal operation thereof or in respect of any other matter or thing whatsoever, including any and all conditions, warranties or representations expressed or implied pursuant to any Applicable Law in any jurisdiction, which the Purchaser confirms do not apply to this Agreement and are waived in their entirety by the Purchaser;
- (d) without limiting the generality of the foregoing, the SISP Team has made no representation or warranty as to any regulatory approvals, permits and licences, consents or authorizations that may be needed to complete the transactions contemplated by this Agreement or to operate the Purchased Assets or any portion thereof, and the Purchaser is relying entirely on its own investigation, due diligence and inquiries in connection with such matters;
- (e) all written and oral information obtained from the SISP Team, including in any teaser letter, asset listing, confidential information memorandum or other document made available to the Purchaser (including in certain data rooms, management presentations, site visits and diligence meetings or telephone calls), with respect to the Purchased Assets or the Assumed Obligations has been obtained for the convenience of the Purchaser only, and the SISP Team has not made any representation or warranty, express or implied, statutory or otherwise as to the accuracy or completeness of any such information;
- (f) any information regarding or describing the Purchased Assets or the Assumed Obligations in this Agreement or in any other agreement or instrument contemplated hereby is for identification purposes only and is not relied upon by the Purchaser, and no representation, warranty or condition, express or implied, has or shall be given by the SISP Team or any other Person concerning the completeness or accuracy of such information or descriptions;
- (g) except as otherwise expressly provided in this Agreement, the Purchaser unconditionally and irrevocably waives any and all actual or potential rights or Claims the Purchaser might have against the SISP Team pursuant to any warranty, express or implied, legal or conventional, of any kind or type. Such waiver is absolute, unlimited, and includes, but is not limited to, waiver of express warranties, implied warranties, warranties of fitness for a particular use, warranties of merchantability, warranties of occupancy, strict liability and Claims of every kind

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and type, including Claims regarding defects, whether or not discoverable or latent, product liability Claims, or similar claims and all other claims that may be later created or conceived in strict liability or as strict liability type claims and rights;

- (h) for greater certainty, the Purchaser shall have no recourse or claim of any kind against the SISP Team or the proceeds of the transactions contemplated by this Agreement following the Closing; and
- (i) this Section 4.1 shall not merge at the Closing and is deemed incorporated by reference in all Closing Documents and deliveries.

4.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of the Vendor as set forth in Schedule 4.2 and acknowledges that the Vendor is relying upon such representations and warranties in entering into this Agreement.

ARTICLE 5 COVENANTS

5.1 Access

From the date of this Agreement until the earlier of the Closing or the date this Agreement is terminated pursuant to its terms, the Vendor shall permit the Purchaser and its employees, agents, counsel and accountants or other representatives to have reasonable access during business hours, upon reasonable notice, to the Vendor, its properties and its books and records relating to the Purchased Assets and the Assumed Obligations for the purposes of preparing for its acquisition of the Purchased Assets, provided that any such access shall be conducted at the Purchaser's sole expense, in accordance with Applicable Law, under the supervision of the Vendor's personnel and in such a manner as to maintain confidentiality and not to unreasonably interfere with the normal operations of the Business, and the Vendor will not be required to provide access to any confidential, privileged or otherwise sensitive information, as determined by the Vendor and the Proposal Trustee, each acting reasonably.

5.2 Application for Approval and Vesting Order

As soon as practicable after the date hereof, the Vendor will serve and file an application seeking the issuance of the Approval and Vesting Order. The Vendor will diligently use its commercially reasonable efforts to seek the issuance and entry of the Approval and Vesting Order and the Purchaser will reasonably cooperate with the Vendor in its efforts to obtain the Approval and Vesting Order. The Vendor's application materials for the Approval and Vesting Order will be in form and substance satisfactory to counsel to the Purchaser, acting reasonably. The Vendor will provide counsel to the Purchaser a reasonable opportunity to review a draft of the application materials to be served and filed with the Court, it being acknowledged that the application materials should be served as promptly as reasonably possible following the execution of this Agreement, and will serve the materials on the service list prepared by the Vendor and reviewed by the Proposal Trustee, and on other

interested parties, and in the manner as counsel to the Purchaser may reasonably require. The Vendor will promptly inform counsel for the Purchaser of any and all threatened or actual objections to the application for the issuance of the Approval and Vesting Order of which the Vendor becomes aware, and will promptly provide to the Purchaser a copy of all written objections received.

5.3 Vendor's Covenants during the Interim Period

- (a) During the Interim Period, the Vendor shall, at the Purchaser's sole cost and expense, perform all obligations required to be performed by it under this Agreement, cooperate with the Purchaser in connection therewith, and, without limiting the generality of the foregoing, the Vendor shall:
 - (i) act diligently to effect all necessary registrations, filings and submissions of information required by Governmental Authorities from them relating to the transactions contemplated under this Agreement;
 - (ii) act diligently to satisfy all conditions precedent to be completed by it as set forth in this Agreement;
 - (iii) act diligently to maintain all Permits relating to the operation of the Business, it being understood that in no event shall the obtaining of Permits for the Purchaser be a condition precedent to the Purchaser's obligation to effect the Closing; and
 - (iv) not take any action, or permit any action to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to prevent, delay or otherwise impede the consummation of the transactions contemplated by this Agreement.
- (b) During the Interim Period, the Vendor shall promptly notify the Purchaser in writing of:
 - (i) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, Order, approval, agreement, amendment or confirmation) of such Person (or another Person) is or may be required in connection with this Agreement or the transactions contemplated thereby;
 - (ii) unless prohibited by Applicable Law, any notice or other communication from any Governmental Authority in connection with this Agreement or the transactions contemplated thereby (and the Vendor shall contemporaneously provide a copy of any such written notice or communication to the Purchaser); or
 - (iii) any legal proceeding commenced or, to the knowledge of the Vendor, threatened against, relating to or involving or otherwise

affecting the Vendor or its Affiliates, which could reasonably be expected to prevent or materially delay the consummation of the transactions contemplated under this Agreement.

- (c) Subject to the availability of sufficient advances under the DIP Loan, during the Interim Period, except (i) as contemplated or permitted by this Agreement, (ii) as necessary in connection with the Proposal Proceedings or the SISF Order, (iii) as otherwise provided in any Order, or (iv) as consented to by the Purchaser, such consent not to be unreasonably withheld, conditioned or delayed, the Vendor shall, and shall cause its Affiliates to, continue to maintain the Purchased Assets in substantially the same condition as on the date of this Agreement and shall maintain all policies of insurance held by the Vendor which relate to the Purchased Assets or the operation of the Business at levels historically maintained by the Vendor, copies of which will be provided by the Vendor to the Purchaser with two (2) Business Days following the execution and delivery of this Agreement by the Parties.

5.4 Purchaser's Covenants during the Interim Period

- (a) During the Interim Period, the Purchaser shall perform all obligations required to be performed by it under this Agreement, cooperate with the Vendor and the Proposal Trustee in connection therewith, and, without limiting the generality of the foregoing, the Purchaser shall:
 - (i) act diligently to effect all necessary registrations, filings and submissions of information required by Governmental Authorities relating to the transactions contemplated by this Agreement;
 - (ii) act diligently to satisfy all conditions precedent set forth in this Agreement and comply promptly with all requirements imposed by Applicable Law or Orders with respect to this Agreement or the transactions contemplated thereby; and
 - (iii) act diligently, upon reasonable consultation with the Vendor and the Proposal Trustee, to oppose, lift or rescind any Order seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the transactions contemplated under this Agreement and defend, or cause to be defended, any action to which it is a party or brought against it or any of their respective directors or officers challenging this Agreement or the transactions contemplated thereby.
- (b) During the Interim Period, the Purchaser shall promptly notify the Proposal Trustee in writing of:
 - (i) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, Order, approval, agreement, amendment or confirmation) of such Person (or another

Person) is or may be required in connection with this Agreement or the transactions contemplated thereby;

- (ii) unless prohibited by Applicable Law, any notice or other communication from any Governmental Authority in connection with this Agreement or the transactions contemplated thereby (and the Purchaser shall contemporaneously provide a copy of any such written notice or communication to the Proposal Trustee); or
 - (iii) any legal proceeding commenced or, to the knowledge of the Purchaser, threatened against, relating to or involving or otherwise affecting the Purchaser which could reasonably be expected to prevent or materially delay the consummation of the transactions contemplated under this Agreement.
- (c) Except as required by Applicable Law (provided that Purchaser consults Company and Proposal Trustee prior to making any filings with any Governmental Authorities which are required by Applicable Law) during the Interim Period the Purchaser shall not make any submissions or filings with any Governmental Authority related to the Purchased Assets or transactions contemplated in this Agreement without the prior written consent of the Company and the Proposal Trustee.

5.5 Confidentiality

In addition to its obligations under the confidentiality and non-disclosure agreement signed by the Purchaser in favour of the Vendor, the Purchaser shall keep confidential all non-public information related to the Vendor which is furnished to the Purchaser by the Vendor and their respective Affiliates or on their behalf (for the purposes of this Section 5.5, the “**Confidential Information**”) and shall use the Confidential Information only for the purpose of implementing the transactions contemplated under this Agreement and for no other purpose, and shall not disclose such Confidential Information in any manner whatsoever, in whole or in part, except (i) with the prior written consent and approval of the Proposal Trustee, (ii) to their representatives on a confidential basis, (iii) if required by Applicable Laws (provided that the Purchaser shall immediately notify the Proposal Trustee and the Vendor of any request for disclosure purported to be required under Applicable Laws and shall consult with the Proposal Trustee and the Vendor on the advisability of taking legally available steps to resist or narrow the request or avoid the requirement and cooperate with the Vendor and the Proposal Trustee in seeking a protective order or other appropriate remedy), or (iv) as required in order for the Purchaser to enforce or defend their rights under this Agreement.

In the event that the Purchaser provides Confidential Information to its representatives, it shall inform such representatives of the confidential nature of such Confidential Information and shall cause each of its representatives to treat such Confidential Information confidentially in accordance with this Section 5.5 and not disclose such

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Confidential Information. The Purchaser shall be responsible for any failure of any of its representatives to comply with this Section 5.5.

If this Agreement is terminated pursuant to Section 8.1, the Purchaser shall: (a) promptly return to the Proposal Trustee or destroy all physical copies of any Confidential Information, then in the Purchaser's or its representatives' possession, (b) destroy all electronic copies of the Confidential Information in a manner that ensures that such Confidential Information may not be retrieved or undeleted by the Purchaser or its representatives in the ordinary course, and (c) deliver to the Proposal Trustee a confirmation executed by a duly authorized senior officer of the Purchaser indicating that the requirements hereunder have been satisfied in full, provided that the Purchaser may retain data or electronic records containing the Confidential Information solely for the purposes of legal or regulatory compliance, backup, recovery, contingency planning or business continuity planning, so long as such data or records are not accessible in the ordinary course of business and are not accessed except as required for legal or regulatory compliance, backup, recovery, contingency planning or business continuity planning purposes.

5.6 Maintenance and Access to Records

The Purchaser agrees that it will retain, in a source or medium accessible from Canada, all books and records and any other documents, information and files relating to the Vendor and forming part of the Purchased Assets which are delivered to it by the Vendor and/or are in the Purchaser's possession on the Closing and relating to any period ending on or prior to the Closing Date for a period of seven (7) years following the Closing Date. So long as such books and records and such other documents, information and files are retained by the Purchaser, the Vendor or its authorized representatives shall have reasonable access to such documents, information and files but the Purchaser shall not be responsible or liable to the Vendor for or as a result of any loss or destruction of or damage to any such books, or records or such other documents, information and files. In addition, the Vendor may also retain any copy of the documents, information and files which it deems appropriate.

5.7 Risk of Loss

In the event the Purchased Assets are damaged or destroyed or appropriated, expropriated or seized by any Person, on or prior to the Closing Date, the Purchaser will complete the transactions contemplated by this Agreement without reduction of the Purchase Price. In such event all proceeds of insurance or compensation for expropriation or seizure in respect thereof, if any, to a maximum of that portion of the Purchase Price attributable to the Purchased Assets which are so damaged or destroyed or appropriated, expropriated or seized, will be payable to the Purchaser and all right and claim of the Vendor to any such amounts not paid by the Closing Date will be assigned to the Purchaser.

5.8 Employees

- (a) The Vendor shall terminate the employment of all its Employees effective at the Closing Date, and shall be responsible for all accrued or earned and outstanding compensation owing to them as of the Closing Date, including without limitation, salary, wages, overtime, benefits, commissions, bonuses, incentive payments, sick leave pay, vacation pay and severance pay owing pursuant to their employment, and shall provide to the Purchaser evidence, satisfactory to the Purchaser at the Closing, that the said Employees' employment has been so terminated. Within ten (10) days of the execution and delivery of this Agreement by the Parties, the Purchaser shall provide the Vendor with a list of Employees who will be offered employment by the Purchaser, in the Purchaser's sole discretion (the "**Offered Employees**"). At least ten (10) days prior to, but conditional on, Closing and with effect as of the Closing Date, the Purchaser shall make written offers of employment to the Offered Employees, such offers of employment to the Offered Employees shall be on terms and conditions that are substantially similar in the aggregate (including with respect to title, duties, reporting relationships, compensation, incentive opportunity, benefits, vacation entitlement, termination entitlements (including accrued service), hours of work and work location) as those enjoyed by such Offered Employees immediately prior to Closing. Each offer of employment will expressly provide that the Purchaser recognizes all employment service with the Vendor for all statutory purposes and common law entitlements, including for the purpose of vacation entitlement, termination notice, severance pay, common law notice, or pay in lieu of notice on termination of employment with the Purchaser. The Purchaser shall provide copies of each offer of employment to be made to the Offered Employees to the Vendor for review, comment and approval five (5) days in advance of the sending of same to the Offered Employees.
- (b) All of the Offered Employees who accept the Purchaser's offer of employment shall hereinafter be referred to as "**Continuing Employees**". The Vendor shall cooperate with the Purchaser in giving notice to the Offered Employees concerning such matters referred to in this Section 5.8 as are reasonable under the circumstances.
- (c) The Purchaser shall be responsible for all liabilities and obligations with respect to the Continuing Employees following the Closing Date, including without limitation, all liabilities for salary, wages, bonuses, commissions, vacation pay, overtime pay, sick pay, severance pay, termination pay, pay in lieu of notice, damages and other liabilities, and all related costs. The Purchaser shall also be responsible for all employment-related claims, penalties, contributions, premiums and assessments, and all liabilities for claims for injury, disability, death or workers' compensation arising from or related to employment of the Continuing Employees following the Closing Date.
- (d) With respect to any employee benefit plans or arrangements of the Purchaser maintained by the Purchaser in which such Continuing Employees participate following the Closing Date (collectively, the "**Purchaser Plans**"), to the extent permitted or allowable under such Purchaser Plans, the Purchaser shall waive all

pre-existing condition exclusions, actively-at-work requirements and waiting periods for each Continuing Employee and his or her eligible covered dependents under any Purchaser Plan providing medical, dental, pharmaceutical and/or vision benefits, but only to the same extent such limitations were waived or satisfied as of immediately prior to the Closing Date under the comparable Employee Plan as in effect on such date.

- (e) The Vendor shall be responsible for all liabilities and obligations with respect to Employees accrued due and owing up to and including the Closing Date and all liabilities and obligations with respect to any Employees who are not Continuing Employees, including, in both cases, liabilities and obligations related to any required notice of termination, termination or severance pay (required under Applicable Law or under contract), employment insurance, workplace safety and insurance/workers' compensation, Canada Pension Plan, salary or wages, statutory holiday pay, overtime pay, payroll or employer health taxes, commissions, bonuses, employee benefit plan payments or contributions, vacation entitlements and any other claims accrued up to and including the Closing Date.
- (f) The Vendor shall cooperate with the Purchaser to transition all information that is required or relevant to administer all aspects of the employment relationship of the Continuing Employees.
- (g) Nothing contained in this Section 5.8, express or implied, is intended to confer upon any Continuing Employee any right to continued employment for any period or continued receipt of any specific employee benefit, or constitutes or other term and condition of employment, or constitutes the adoption, establishment, amendment to or any other modification or termination of any Purchaser Plan or existing Employee Plan. Furthermore, this Section 5.8 shall not in any way limit the ability of Purchaser to amend, modify or terminate their respective benefit plans, shall be binding upon and inure solely to the benefit of each of the Parties, and nothing in this Section 5.8, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever.

5.9 Transaction Personal Information

Each of the Parties shall comply with Applicable Laws in connection with privacy and treatment of Personal Information in the course of collecting, using and disclosing Transaction Personal Information. The Purchaser shall cause its representatives to observe the terms of this Section 5.9 and to protect and safeguard Transaction Personal Information in their possession in accordance with Applicable Laws in connection with privacy and treatment of Personal Information. The Purchaser shall collect Transaction Personal Information prior to the Closing only for purposes related to the transactions contemplated by this Agreement. The Purchaser shall not, without the consent of the individuals to whom such Personal Information relates or as permitted or required by Applicable Law, use or disclose Transaction Personal Information (i) for purposes other than those for which such Transaction Personal Information was collected by the Vendor prior to the Closing and (ii) for a purpose which does not relate directly to the carrying on of the Business or to the

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carrying out of the purposes for which the transactions contemplated by this Agreement were implemented.

5.10 Target Closing Date

The Parties will cooperate with each other and will use their commercially reasonable efforts to effect the Closing by the Target Closing Date.

ARTICLE 6 CONDITIONS

6.1 Conditions in Favour of the Purchaser

The obligations of the Purchaser to purchase the Purchased Assets shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions precedent (each of which is for the Purchaser's exclusive benefit and may be waived by the Purchaser, in whole or in part at its option, and any one or more of which, if not satisfied or waived, will relieve the Purchaser of any obligation under this Agreement):

- (a) the Approval and Vesting Order shall have been issued and entered by the Court and shall not have been vacated, set aside or stayed, and shall be final and executory or executory notwithstanding appeal;
- (b) each of the obligations and covenants of the Vendor under this Agreement to be performed or complied with on or before the Closing Date shall have been performed or complied with in all material respects, and the Purchaser shall have received a certificate from the Vendor addressed to the Purchaser and dated as of the Closing Date confirming same;
- (c) each of the representations and warranties made in favour of the Purchaser pursuant to this Agreement shall have been true and correct in all material respects on the Closing Date as if made on and as of such date, and the Purchaser shall have received a certificate from the Vendor addressed to the Purchaser and dated as of the Closing Date confirming same; and
- (d) no Order shall have been made, granted or issued to prohibit or restrict the completion of the transactions provided for in this Agreement in accordance with the provisions herein.

6.2 Conditions in Favour of the Vendor

The obligations of the Vendor to sell the Purchased Assets shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions precedent (each of which is for the exclusive benefit of the Vendor and may be waived by the Vendor, in whole or in part at its option, and any one or more of which, if not satisfied or waived, will relieve the Vendor of any obligation under this Agreement):

- (a) the Approval and Vesting Order shall have been issued and entered by the Court and shall not have been vacated, set aside or stayed, and shall be final and executory or executory notwithstanding appeal;
- (b) the Deferred Payment Agreement shall be in force and effect;
- (c) each of the obligations and covenants of the Purchaser under this Agreement to be performed or complied with on or before the Closing Date shall have been performed or complied with in all material respects, and the Vendor shall have received a certificate from the Purchaser addressed to the Vendor and dated as of the Closing Date, confirming same;
- (d) each of the representations and warranties made in favour of the Vendor pursuant to this Agreement shall have been true and correct in all material respects on the Closing Date as if made on and as of such date, and the Vendor shall have received a certificate from the Purchaser addressed to the Vendor and dated as of the Closing Date, confirming same;
- (e) the Proposal Trustee, on behalf of the Vendor, shall have received the entirety of the Cash Purchase Price; and
- (f) no Order shall have been made, granted or issued to prohibit or restrict the completion of the transactions provided for in this Agreement in accordance with the provisions herein.

6.3 Proposal Trustee's Certificate

When the conditions to Closing set out in Section 6.1 and Section 6.2, have been satisfied and/or waived by the Vendor or the Purchaser, as applicable, each of the Vendor and the Purchaser will deliver to the Proposal Trustee written confirmation that such conditions of Closing, as applicable, have been satisfied and/or waived (together, the “**Conditions Certificates**”). Upon receipt of payment in full of the Purchase Price and the Conditions Certificates, the Proposal Trustee shall (i) issue forthwith its Proposal Trustee's Certificate concurrently to the Vendor and the Purchaser, at which time the Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Proposal Trustee's Certificate with the Court (and shall provide a true copy of such filed certificate to the Vendor and the Purchaser). In the case of (i) and (ii), above, the Proposal Trustee will be relying exclusively on the Conditions Certificates without any obligation whatsoever to verify or inquire into the satisfaction or waiver of the applicable conditions. The Proposal Trustee will have no liability whatsoever to the Vendor, the Purchaser or any other Person as a result of filing the Proposal Trustee's Certificate in accordance herewith.

ARTICLE 7 CLOSING ARRANGEMENTS

7.1 Closing

The completion of the transactions provided for in this Agreement shall take place remotely by exchanging of electronic signatures on the Closing Date.

7.2 Vendor Closing Deliveries

- (a) At the Closing, the Vendor shall deliver or cause to be delivered to the Purchaser the following:
 - (i) the documents required to be delivered by it pursuant to Section 6.1(b) and Section 6.1(c);
 - (ii) the actual possession of the Purchased Assets, including all keys, access cards and access modes relating to the Purchased Assets;
 - (iii) a copy of the issued and entered Approval and Vesting Order;
 - (iv) all consents to the assignment of the Transferred Permits, to the extent obtained by the Vendor prior to Closing;
 - (v) duly signed intellectual property assignment(s) with respect to any registered Intellectual Property forming part of the Purchased Assets, in form and substance satisfactory to the Purchaser, acting reasonably; and
 - (vi) such other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the transactions provided for in this Agreement, or as are required to be delivered by the Vendor under this Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

7.3 Purchaser Closing Deliveries

- (a) At the Closing, the Purchaser shall deliver and pay, or cause to be delivered and paid, to the Vendor the following documents and payments:
 - (i) the documents required to be delivered by it pursuant to Section 6.2(c) and Section 6.2(d);
 - (ii) the Purchase Price, plus all applicable Transfer Taxes; and
 - (iii) such other agreements, documents and instruments as may be reasonably required by the Vendor to complete the transactions provided for in this Agreement, or as are required to be delivered by the Vendor under this

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Agreement, all of which shall be in form and substance satisfactory to the Parties, acting reasonably.

7.4 Possession of Assets

The Vendor will remain in possession of the Purchased Assets until Closing. On Closing, the Purchaser will take possession of the Purchased Assets wheresoever situated at Closing.

ARTICLE 8 TERMINATION

8.1 Termination

- (a) Subject to Section 8.1(b), this Agreement may be terminated on or prior to the Closing Date:
 - (i) Subject to any approvals required from the Court or otherwise pursuant to the Proposal Proceedings, by mutual written agreement of the Vendor and the Purchaser;
 - (ii) by either the Vendor or the Purchaser, upon the termination, dismissal or conversion of the Proposal Proceedings, provided that neither Party may terminate this Agreement pursuant to this Section 8.1(a)(ii) if the termination, dismissal or conversion of the Proposal Proceedings were caused by a breach of this Agreement by the Party proposing to terminate this Agreement;
 - (iii) by the Vendor if the Court makes an order terminating or lifting the stay of proceedings granted pursuant to subsection 69(1) of the BIA in respect of the Vendor, and any applicable appeal periods in respect of such order have expired;
 - (iv) by either the Vendor or the Purchaser, upon notice to the other Party, if the Court declines at any time to grant the Approval and Vesting Order, provided that, (i) the reason for the Approval and Vesting Order not being approved by the Court is not due to any act, omission or breach of this Agreement by the Party proposing to terminate this Agreement, and (ii) the Purchaser may not terminate this Agreement while any decision of the Court declining to grant the Approval and Vesting Order is under appeal by the Vendor notwithstanding the passage of the Outside Date;
 - (v) by either the Vendor or the Purchaser, if a Governmental Authority issues a final, non-appealable Order permanently restraining, enjoining or otherwise prohibiting consummation of the transactions contemplated by this Agreement where the Order was not requested, encouraged or supported by the terminating Party;

- (vi) subject to Section 8.1(a)(iv), by either the Vendor or the Purchaser, at any time following the Outside Date, if Closing has not occurred on or prior to 11:59 p.m. (Eastern time) on the Outside Date, *provided* that the reason for the Closing not having occurred is not due to any act or omission, or breach of this Agreement, by the Party proposing to terminate this Agreement;
 - (vii) by the Vendor, if there has been a material violation or breach by the Purchaser of any agreement, covenant, representation or warranty of the Purchaser in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 6.2, as applicable, by the Outside Date and the violation or breach has not been waived by the Vendor or cured by the Purchaser, within five (5) Business Days of the Vendor providing notice to the Purchaser of the breach, unless the Vendor is itself in material breach of its own obligations under this Agreement at the time;
 - (viii) by the Purchaser, if there has been a material violation or breach by the Vendor of any agreement, covenant, representation or warranty of the Vendor in this Agreement which would prevent the satisfaction of, or compliance with, any conditions set forth in Section 6.1, as applicable, by the Outside Date and the violation or breach has not been waived by the Purchaser or cured by the Vendor within five (5) Business Days of the Purchaser providing written notice to the Vendor of the breach, unless the Purchaser is itself in material breach of its own obligations under this Agreement at the time; or
 - (ix) if the Purchaser fails to pay the Cash Purchase Price on or prior to the date on which Closing would have otherwise occurred.
- (b) Prior to the Vendor agreeing or electing to any termination pursuant to Section 8.1(a), the Vendor will first obtain the prior written consent of the Proposal Trustee and the DIP Lender.
 - (c) Notwithstanding anything to the contrary contained herein, a Party shall not be permitted to terminate this Agreement pursuant to this Article 8 if the applicable termination event was caused by the breach of such Party.
 - (d) The Party desiring to terminate this Agreement pursuant to Section 8.1(a) (other than pursuant to Section 8.1(a)(i)) will give written notice of the termination to the other Party, specifying in reasonable detail the basis for the Party's exercise of its termination rights.

8.2 Effects of Termination

- (a) If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any liability or further obligations hereunder, except, subject to Section 8.2(b), and Section 5.5, Section 5.9, Section 9.2, Section 9.3, Section 9.4, Section 9.5, Section 9.6, Section

9.7, Section 9.9, Section 9.12, Section 9.13 and Section 9.14, which shall survive such termination. For the avoidance of doubt, any liability incurred by a Party prior to the termination of this Agreement shall survive such termination.

- (b) If the Agreement is terminated pursuant to Sections 8.1(a)(vii) or 8.1(a)(ix), the Deposit plus any accrued interest will become the property of, and will be transferred to, the Vendor as damages (and not as a penalty) to compensate the Vendor for the expenses incurred and opportunities foregone as a result of the failure to close the transactions contemplated by this Agreement. The entitlement of the Vendor to the Deposit shall not limit the Vendor's right to exercise any other rights which the Vendor may have against the Purchaser. Any and all accrued interest in respect of the Deposit will continue to belong to the Purchaser.
- (c) If the Closing does not occur for any reason and the Agreement is terminated other than the Agreement having been terminated pursuant to Section 8.1(a)(vii) or 8.1(a)(ix), the Deposit will be returned to the Purchaser (with any accrued interest, and without offset or deduction) within five (5) Business Days following the termination of this Agreement and the return of the Deposit shall be the sole and exclusive remedy of the Purchaser in respect of any violation or breach by the Vendor of this Agreement and termination of the Agreement, and the Purchaser hereby expressly waives and renounces any other remedies whatsoever, whether at law or in equity, which the Purchaser may or would otherwise be entitled to as against the Vendor. Notwithstanding the foregoing, for greater certainty, if this Agreement is terminated pursuant to Section 8.1(a)(iv) as a result of Purchaser's failure to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with before the Closing, the Purchaser shall forfeit the Deposit and Section 8.2(b) shall apply.

ARTICLE 9 GENERAL

9.1 Further Assurances

Each of the Parties shall sign and deliver all further documents and instruments and do all acts and things as another Party may, either before or after the Closing, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

9.2 Survival

The representations and warranties of the Vendor in this Agreement or in any agreement, document or certificate delivered pursuant to or in connection with this Agreement are set forth solely for the purpose of Section 6.2 and none of them shall survive Closing. The Vendor shall have no liability, whether before or after the Closing, for any breach of any Vendor's representations or warranties, and the Purchaser acknowledges that its exclusive remedy for any such breach shall be termination of this Agreement prior to the Closing (but only if permitted by Section 8.1). None of the Vendor's covenants contained in

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Article 5 to be performed on or prior to the Closing shall survive the Closing. The Parties' respective covenants and agreements set forth herein that by their specific terms contemplate performance after Closing shall survive the Closing indefinitely unless otherwise set forth herein.

9.3 Cost and Expenses

Each of the Parties shall be responsible for and pay their respective legal, financial advisory and accounting costs and expenses incurred in connection with the consummation of the transactions contemplated in this Agreement, including the preparation, signature and delivery of this Agreement and the Closing Documents, and any other costs and expenses whatsoever and howsoever incurred in connection with them.

9.4 Release; Acknowledgement; Indemnity

- (a) Except as otherwise contained herein, effective as of the Closing, the Purchaser hereby releases and forever discharges the Vendor and its Affiliates, successors and assigns, and all of their respective officers, directors, partners, members, shareholders, employees and agents, from any and all actual or potential Claims which the Purchaser had, has or may have in the future to the extent relating to the Purchased Assets or the Assumed Obligations.
- (b) The Purchaser hereby agrees to indemnify the Vendor, its Affiliates and present or former trustees, officers, directors, employees, agents and shareholders, and saves each of them fully harmless from and against, and will reimburse or compensate each of them on demand for, all losses and Claims arising from, in connection with or related in any manner whatsoever to the Purchaser's failure to pay when due, and perform and discharge, the Assumed Obligations or the Purchaser's use and handling of any Transaction Personal Information.

9.5 Public Announcements

- (a) All public announcements made in respect of the transactions contemplated by this Agreement will be made solely by the Vendor, provided that the public announcements will be in form and substance acceptable to the Purchaser, acting reasonably, and that nothing herein shall obligate the Vendor to make any public announcement in respect of the transactions contemplated by this Agreement. Notwithstanding the foregoing, nothing herein will prevent a Party from making public disclosure in respect of the transactions contemplated by this Agreement to the extent required by Applicable Law (including, for certainty, the Proposal Proceedings), provided that if any disclosure is to reference a Party hereto, the Party will be provided notice of the requirement so that the Party may seek a protective order or other appropriate remedy.
- (b) Subject to the above, the Purchaser will agree to the existence and factual details of this Agreement and the transactions contemplated by this Agreement generally being set out in any public disclosure made by the Vendor or the Purchaser including, without limitation, press releases and court materials, and to the filing of

this Agreement with the Court in connection with the Proposal Proceedings, provided that such disclosure will be subject to redactions as may be necessary to protect the commercial interests of the applicable parties.

- (c) Except as required by Applicable Law, the Vendor will not, without the prior written consent of the Purchaser (not to be unreasonably withheld, conditioned or delayed), specifically name the Purchaser in any press release or other public announcement or statement or commentary or make any representation in relation thereto.
- (d) Notwithstanding any other provision of this Agreement, the Purchaser shall not disclose the quantum of the Purchase Price to any Person prior to the Closing without the prior written consent of the Vendor and the Proposal Trustee.

9.6 Successors and Assigns

This Agreement will benefit and be binding upon the respective successors and permitted assigns of the Parties.

9.7 Third Party Beneficiaries

Except with respect to the Proposal Trustee and the DIP Lender as expressly set forth in this Agreement (including, without limitation, pursuant to Section 4.1, Section 6.3 and Section 8.1(b)), this Agreement is for the sole benefit of the signatories and their respective successors and permitted assigns and nothing in this Agreement or in any Closing Document is intended or will be implied to, or would, confer upon any Person (other than the signatories) any rights or remedies of any kind.

9.8 Assignment

Prior to the issuance of the Approval and Vesting Order, the Purchaser may assign all of its rights and obligations under this Agreement to an Affiliate, provided that (a) the Purchaser shall remain liable to perform all of its obligations hereunder, and (b) the Purchaser and its assignee execute and deliver to the Vendor an assignment and assumption agreement, in form and substance satisfactory to the Vendor, acting reasonably, evidencing such assignment. Other than in accordance with the preceding sentence, neither the Purchaser nor the Vendor may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement.

9.9 Entire Agreement

Other than the confidentiality and non-disclosure agreement signed by the Purchaser in favour of the Vendor, which remains in full force and effect, this Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, representations, warranties, obligations or other agreements between the Parties in connection with the subject matter of this Agreement

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(whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

9.10 Injunctive Relief

- (a) The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek specific performance, injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such specific performance, injunctive or other equitable relief, this being in addition to any other remedy to which the Parties may be entitled at law or in equity.
- (b) Each of the Parties hereby agrees not to raise any objections to the availability of the equitable remedies provided for herein and the Parties further agree that by seeking the remedies provided for in this Section 9.10, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Agreement.
- (c) Notwithstanding anything herein to the contrary herein, under no circumstances shall a Party be permitted or entitled to receive both monetary damages and specific performance and election to pursue one shall be deemed to be an irrevocable waiver of the other.

9.11 Amendments and Waivers

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement will be binding unless: (a) executed in writing by the Vendor and the Purchaser (including by way of e-mail); and (b) the Proposal Trustee will have provided its prior consent. No waiver of any provision of this Agreement will constitute a waiver of any other provision nor will any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

9.12 Notices

- (a) Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery, by registered mail, by courier services or e-mail addressed to each Party as set forth in Schedule 9.12 or to those other coordinates that have been designated by notice by any recipient party to the others.
- (b) Any demand, notice or other communication given by personal delivery or courier services will be conclusively deemed to have been given on the day of actual delivery and, if given by registered mail, on the third (3rd) Business Day following the deposit in the mail and, if given by e-mail, on the day of transmittal if given

during the normal business hours of the recipient on a Business Day and on the next Business Day if not given during these hours. If the Party giving any demand, notices or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any of those demand, notices or other communication may not be mailed but must be given by personal delivery or by electronic communication.

9.13 Governing Law; Jurisdiction and Venue

This Agreement is governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each of the Parties agrees that service of process on such Party as provided in Schedule 9.12 shall be deemed effective service of process on such Party. If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement, such dispute shall be determined by the Court within the Proposal Proceedings, or by such other Person or in such other manner as the Court may direct.

9.14 Proposal Trustee's Capacity

- (a) Each of the Parties hereto acknowledges and agrees that the Proposal Trustee, acting in its capacity as the Proposal Trustee of the Vendor, will be entitled to rely on all actions taken or authorized by the Vendor and the Purchaser and their representatives as being the binding acts or authorizations of such Parties. The Proposal Trustee will be entitled to rely, and will be fully protected in relying, upon any statements furnished to the Proposal Trustee by any party or any other evidence deemed by the Proposal Trustee to be reliable.
- (b) The Proposal Trustee and its Affiliates will have no liabilities or obligations or in any way be liable or obligated to any Party for any act done or omitted in connection with this Agreement whatsoever in its capacity as Proposal Trustee, in its personal capacity or otherwise, taken in good faith. Each of the Parties will indemnify the Proposal Trustee and its Affiliates and hold each of their respective Representatives harmless against any damage, loss, liability or expense incurred without gross negligence, willful misconduct or fraud by the Proposal Trustee, its Affiliates or their Representatives and relating to its and their duties hereunder, including the reasonable fees and expenses of any legal counsel.

9.15 Counterparts; Signatures

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution of this Agreement by any of the Parties hereto may be evidenced by scanned e-mail or internet transmission copy of this Agreement bearing such signature which, for all purposes, shall be deemed to be an original signature.

(Signature page follows)

IN WITNESS OF WHICH the Parties have executed this Agreement as of the date first written above.


PURCHASER:

LAFAYETTE SYSTEMS, INC.

by _____
Name: Bruce Robbins
Title: President

VENDOR:

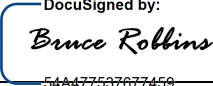
ATTABOTICS INC.

by  _____
Name: Mark Dickinson
Title: VP Operations

IN WITNESS OF WHICH the Parties have executed this Agreement as of the date first written above.

PURCHASER:

LAFAYETTE SYSTEMS, INC.

by  _____
Name: Bruce Robbins
Title: President

VENDOR:

ATTABOTICS INC.

by _____
Name:
Title:

SCHEDULE 1.1 DEFINITIONS

1.1 Definitions

- 1.1.1 **“Accounts Receivable”** means accounts receivable, bills receivable, trade accounts and book debts, recorded as receivables in the books and records of the Vendor on the Closing Date;
- 1.1.2 **“Affiliate”** of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly through one or more intermediaries, and “control” and any derivation thereof means the control by one Person of another Person in accordance with the following: a Person (“A”) controls another Person (“B”) where A has the power to determine the management and policies of B by contract or status (for example, the status of A being the general partner of B) or by virtue of beneficial ownership of a majority of the voting interests in B; and, for certainty and without limitation, if A owns shares to which are attached more than 50% of the votes permitted to be cast in the election of directors (or other Persons performing a similar role) of B, then A controls B for this purpose;
- 1.1.3 **“Agreement”** means this asset purchase agreement together with its schedules and all amendments, restatements, supplements or other modifications, as permitted, made to it by written agreement between the Parties;
- 1.1.4 **“Applicable Laws”** means, with respect to any Person, property, transaction, event or other matter, any transnational, foreign or domestic, federal, provincial, territorial, state, local or municipal (or any subdivision of them) law (including common law and civil law), constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, by-law (zoning or otherwise), Order (including any securities laws or requirements of stock exchanges and any consent decree or administrative Order) or other requirement having the force of law (**“Law”**), in each case relating or applicable to the Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation;
- 1.1.5 **“Approval and Vesting Order”** means an order of the Court issued in the Proposal Proceedings substantially in the form attached as Exhibit “A” to this Agreement, with such modifications as acceptable to the Purchaser, the Vendor, the DIP Lender and the Proposal Trustee, each acting reasonably, approving the transactions contemplated by this Agreement and vesting in the Purchaser all of the Vendor’s right, title and interest in and to the Purchased Assets free and clear of all Encumbrances;
- 1.1.6 **“Assumed Obligations”** has the meaning set out in Section 2.3;
- 1.1.7 **“BIA”** has the meaning set out in the recitals;

- 1.1.8 “**Business**” means the business and operations carried on by the Vendor as at the date of this Agreement and as at the date of Closing;
- 1.1.9 “**Business Day**” means any day except Saturday, Sunday or any day on which banks are generally not open for business in Calgary, Alberta;
- 1.1.10 “**Cash Purchase Price**” has the meaning set out in Section 3.1;
- 1.1.11 “**Capital Assets**” means the leasehold improvements, capital assets and tangible, movable or personal property, materials, fixtures and furniture that belong to the Vendor;
- 1.1.12 “**Claims**” includes claims, notices, demands, requests complaints, proceedings, actions, arbitrations, suits, causes of action, appeals, audits, hearings, investigations, inquiries, assessments or reassessments (including claims, assessments and reassessments for Tax), charges, judgments, grievances or hearings;
- 1.1.13 “**Closing**” means the completion on the date hereof of the sale to, and purchase by, the Purchaser of the Purchased Assets and the completion of all other transactions provided for in this Agreement which are to occur concurrently with the purchase and sale of the Purchased Assets;
- 1.1.14 “**Closing Date**” means the date that is two (2) Business Days following the first date by which all of the conditions in Section 6.1 and Section 6.2 have been satisfied or waived by the appropriate Party (other than those conditions that by their nature can only be satisfied as of the Closing Date), or such other date as may be agreed upon by the Parties hereto;
- 1.1.15 “**Closing Document(s)**” means any agreement, transfer and other document delivered in relation to the Closing;
- 1.1.16 “**Computer Equipment**” means all computer and office technology materials and equipment used by the Vendor, including all servers, computers, photocopiers, printers and all hard drives;
- 1.1.17 “**Continuing Employees**” has the meaning set out in Section 5.8(b);
- 1.1.18 “**Court**” has the meaning set out in the recitals;
- 1.1.19 “**Cure Costs**” means all amounts necessary to cure any monetary defaults as a condition to assuming any written agreement or contract other than those monetary defaults arising only by reason of the Vendor’s insolvency, the commencement of the Proposal Proceedings, or the failure to perform a non-monetary obligation;
- 1.1.20 “**Deferred Payment Agreement**” means the deferred payment agreement dated on or before closing between the Vendor and the Purchaser, providing for, *inter alia*, the terms of deferred payment arrangements made by the Purchaser for the benefit of the DIP Lender and Business Development Bank of Canada, in form and substance acceptable to the Vendor, the

Purchaser, the Proposal Trustee and the DIP Lender, each acting reasonably (provided that for greater certainty, the terms and conditions of the deferred payment set out in the Purchaser's bid are acceptable to the Vendor and the Purchaser);

- 1.1.21 “**Deposit**” has the meaning set out in Section 3.2(a);
- 1.1.22 “**DIP Lender**” has the meaning set out in the recitals;
- 1.1.23 “**DIP Loan**” has the meaning set out in the recitals;
- 1.1.24 “**Employee Plans**” means any material plan, arrangement, agreement, program, policy, practice or undertaking, formal or informal, funded or unfunded, insured or uninsured, registered or unregistered, that provides any employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, supplemental pension, retirement, stock option, stock purchase, stock appreciation, share unit, phantom stock, deferred compensation, health, welfare, medical, dental, disability, life insurance and any similar plans, programmes, arrangements or practices, in each case (x) for the benefit of Employees, officers or directors of the Vendor or other Persons who are receiving remuneration for work or services provided to the Vendor who are not Employees (or any spouses, dependants, survivors or beneficiaries of such Persons), or (y) that are maintained, sponsored or funded by the Vendor or (z) under which the Vendor has, or will have, any liability or contingent liability, provided that an Employee Plan shall not include any Statutory Plans;
- 1.1.25 “**Employees**” means all individuals who, as of the Closing Date, are employed by the Vendor, whether on a full-time or part-time basis, and including all individuals who are on an approved and unexpired leave of absence, including without limitation maternity leave, disability leave or workers compensation leave, and all individuals who have been placed on temporary lay-off that has not expired, and “**Employee**” means any one of them;
- 1.1.26 “**Encumbrances**” means pledges, liens (statutory or otherwise), charges, security interests, privileges, mortgages, prior claims, hypothecs, trust deeds, trust or deemed trust (whether contractual, statutory or otherwise arising), or other similar interests or instruments charging, or creating a security interest in, or against title, easements, servitudes or rights-of-way (registered or unregistered) which affect the assets of a Person;
- 1.1.27 “**Environment**” means the environment or natural environment, and includes the ambient air, air within buildings, all layers of the atmosphere, all water including surface water and underground water, all land and organic and inorganic matter including soil, subsurface strata, stream sediments, wetlands, bodies of water, plant and animal life, living organisms and any other environmental medium or natural resources and all sewer systems; and “**Environmental**” shall have the correlative meaning;
- 1.1.28 “**Environmental Law**” means any Applicable Law or binding agreement with any Governmental Authority: (a) relating in whole or in part to the Environment, pollution

- (or the investigation or cleanup thereof), the management or protection of natural resources, endangered or threatened species, human health or safety, or the protection or quality of the Environment; or (b) the presence, release or threatened release of hazardous materials in the Environment; or (c) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, handling, production, disposal or remediation of any hazardous materials; and includes the *Fisheries Act* (Canada), the *Canadian Environmental Protection Act, 1999* (Canada) and their respective regulations;
- 1.1.29 **“Equipment”** means the equipment, machinery, tools, molds, material handling equipment, storage shelves, shop manuals and office equipment, accessories and prototypes that are generally used or that may serve some use in or be related to the operation of the Business;
- 1.1.30 **“ETA”** means the *Excise Tax Act* (Canada) and the regulations made thereunder;
- 1.1.31 **“Excluded Assets”** has the meaning set out in Section 2.2;
- 1.1.32 **“Excluded Liabilities”** has the meaning set out in Section 2.4;
- 1.1.33 **“Filing Date”** has the meaning set out in the recitals;
- 1.1.34 **“Goodwill”** means the goodwill and customers attaching exclusively to the Vendor’s business, including the following intangible rights:
- (a) the list of all products sold by the Vendor in the course of carrying on the Business;
 - (b) the list of the Vendor’s major suppliers;
 - (c) the list of the Vendor’s clients and customers;
 - (d) the tradename ATTAbotics and any other names under which the Vendor has carried on business, whether registered or unregistered; and
 - (e) the exclusive right of the Purchaser to represent itself as carrying on the Business in succession to the Vendor;
- 1.1.35 **“Governmental Authority”** means any (a) multinational, federal, provincial, state, regional, municipal, local, governmental or public department, ministry, central bank, court, tribunal, arbitral body, commission, agency board or bureau, domestic or foreign, (b) any quasi-governmental body exercising any regulatory, administrative, expropriation or Tax Authority under or for the account of any of the foregoing, and (c) any judiciary or quasi-judiciary tribunal, court or body;
- 1.1.36 **“GST/HST”** means the tax exigible pursuant to the ETA;

- 1.1.37 “**Immovable Property Leases**” means all leases, subleases and other occupancy contracts or agreements with respect to all real or immovable property, and all plants, buildings, structures, improvements, appurtenances and fixtures (including fixed machinery and fixed equipment) thereon, forming part thereof or benefiting such real or immovable property;
- 1.1.38 “**Intellectual Property**” means the patents, patent applications, software, industrial designs, industrial design applications, trade-marks, service marks, trade-mark and service mark applications, trade-mark and service mark registrations, trade names, domain names and social media identifiers copyrights and neighbouring rights of the Vendor relating to the Business, including that which is identified in Schedule 1.1.38;
- 1.1.39 “**Interim Period**” means the period from the signing of this Agreement to the Closing Date;
- 1.1.40 “**Inventory**” or “**Inventories**” means all inventories of the Vendor on the Closing Date, including all finished goods, products being manufactured, raw materials, ingredients, packaging materials, production and shipping supplies, spare parts, maintenance items and advertising materials, in each case, on hand, in transit, ordered but not delivered, warehoused or wherever situated;
- 1.1.41 “**ITA**” means the *Income Tax Act* (Canada) and the regulations made thereunder;
- 1.1.42 “**Leased Immovable Properties**” means the immovable property, lands, buildings and premises which are leased, subleased or with respect to which a right to use or occupy has been granted to the Vendor;
- 1.1.43 “**Offered Employees**” has the meaning set out in Section 5.8(a);
- 1.1.44 “**Order**” means any order, writ, judgment, injunction, decree, stipulation, determination, directive, decision, ruling or award of any Governmental Authority;
- 1.1.45 “**Outside Date**” means October 10, 2025, or any later date as the Parties may mutually agree with the consent of the DIP Lender;
- 1.1.46 “**Party**” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and “**Parties**” means more than one of them;
- 1.1.47 “**Permits**” means all permits, certificates, certificates of authorization, certificates of compliance, authorizations, licenses, approvals of and registrations with any Governmental Authority or pursuant to any Laws used or held by the Vendor;
- 1.1.48 “**Person**” includes any individual, trust, trustee, executor, administrator, legal personal representative, estate, firm, partnership, joint venture, venture capital fund, joint stock company, association, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status;

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- 1.1.49 **“Personal Information”** means information about an identifiable individual as defined in Applicable Laws;
- 1.1.50 **“Post-Filing Claims”** means any or all indebtedness, liability or obligation of the Vendor of any kind that arises during and in respect of the period commencing on the Filing Date and ending on the day immediately preceding the Closing Date in respect of services rendered or supplies provided to the Vendor during such period;
- 1.1.51 **“Proposal Proceedings”** has the meaning set out in the recitals;
- 1.1.52 **“Proposal Trustee”** has the meaning set out in the recitals;
- 1.1.53 **“Proposal Trustee’s Certificate”** means the certificate, substantially in the form attached as Schedule “A” to the Approval and Vesting Order, to be delivered by the Proposal Trustee in accordance with Section 6.3, and thereafter filed by the Proposal Trustee with the Court;
- 1.1.54 **“Purchase Price”** has the meaning set out in Section 3.1;
- 1.1.55 **“Purchased Assets”** has the meaning set out in Section 2.1;
- 1.1.56 **“Purchaser”** has the meaning set out in the preamble;
- 1.1.57 **“Purchaser Plans”** has the meaning set out in Section 5.8(d);
- 1.1.58 **“Replacement Permit”** means a new permit, licence, authorization, approval or other similar item providing substantially equivalent rights to the Purchaser as a Vendor is entitled to as of the Closing Date pursuant to the applicable Permit;
- 1.1.59 **“Representative”** when used with respect to a Person means each director, officer, employee, consultant, financial adviser, legal counsel, accountant and other agent, adviser or representative of that Person;
- 1.1.60 **“Rolling Stock”** means the vehicles of the Vendor, including automobiles, trucks, lift trucks, hitches and road trailers;
- 1.1.61 **“Service Offers”** means all of the rights of the Vendor under the bids or offers of services or products that are underway on the Closing Date;
- 1.1.62 **“SISP”** has the meaning set out in recitals;
- 1.1.63 **“SISP Order”** has the meaning set out in the recitals;
- 1.1.64 **“SISP Procedures”** has the meaning set out in the recitals;
- 1.1.65 **“SISP Team”** means the Vendor and the Proposal Trustee and its Affiliates and their respective Representatives;

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- 1.1.66 “**Statutory Plans**” means statutory benefit plans which the Vendor is required to participate in or comply with, including the Canada Pension Plan and plans administered pursuant to applicable health tax, workplace safety insurance and employment insurance legislation;
- 1.1.67 “**Target Closing Date**” means September 30, 2025, or any later date as the Parties may mutually agree;
- 1.1.68 “**Tax**” and “**Taxes**” includes any taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever and wheresoever imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, sales, goods and services, harmonized sales, use, school, value-added, excise, stamp, withholding, business, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, and all employment insurance, health insurance and Canada and other Governmental Authority pension plan premiums or contributions and for greater certainty, all contributions payable under any Law relating to Taxes;
- 1.1.69 “**Tax Authority**” means the *Canada Revenue Agency*, and any other national, state, local, provincial or other Governmental Authority responsible for the administration, implementation, assessment, determination, enforcement, compliance, collection or other imposition of any Taxes;
- 1.1.70 “**Tax Returns**” means any and all returns, reports, declarations, statements, information, estimates, rebates or credits, elections, designations, schedules, filings or other documents (including any related or supporting information) relating to Taxes filed or required to be filed by any Tax Authority or pursuant to any Law relating to Taxes or in fact filed with any Tax Authority, including all information returns, Claims for refund, amended returns, declarations of estimated Taxes, and requests for extensions of time to file any of the preceding items;
- 1.1.71 “**Transaction Personal Information**” means any Personal Information in the possession, custody or control of the Vendor at the Closing Date, including Personal Information about Employees, suppliers, customers, directors, officers or shareholders that is:
- (a) disclosed to the Purchaser or any representative of the Purchaser prior to the Closing Date by the Vendor or any of its representatives; or
 - (b) collected by the Purchaser or any representative of the Purchaser prior to the Closing Date from any member of the Vendor or any of its representatives,
- in either case in connection with the transactions contemplated by this Agreement;

- 1.1.72 **“Transferred Permits”** means the Permits of the Vendor identified in Schedule 1.1.72 and any other Permit that has been designated as a Purchased Asset in accordance with Section 2.6(b), to the extent transferrable; and
- 1.1.73 **“Vendor”** has the meaning set out in the preamble.

**SCHEDULE 1.1.38
INTELLECTUAL PROPERTY**

Included in the “Intellectual Property” will be:

- all CAD/CAM Drawings and Bill of Materials;
- the Weave / Studio Software and any and all documentation related thereto, including, but not limited to (i) bot guidance software, (ii) picking software, and (iii) goods to person software;
- all technology systems and any and all documentation related thereto; and
- all the intellectual property listed and described within the file entitled “H. Intellectual Property” (and all subfiles thereunder) as of 12:00 p.m. (MST) on August 20, 2025, such files being located on the FIRMEX data site established by the Proposal Trustee at the following website address:

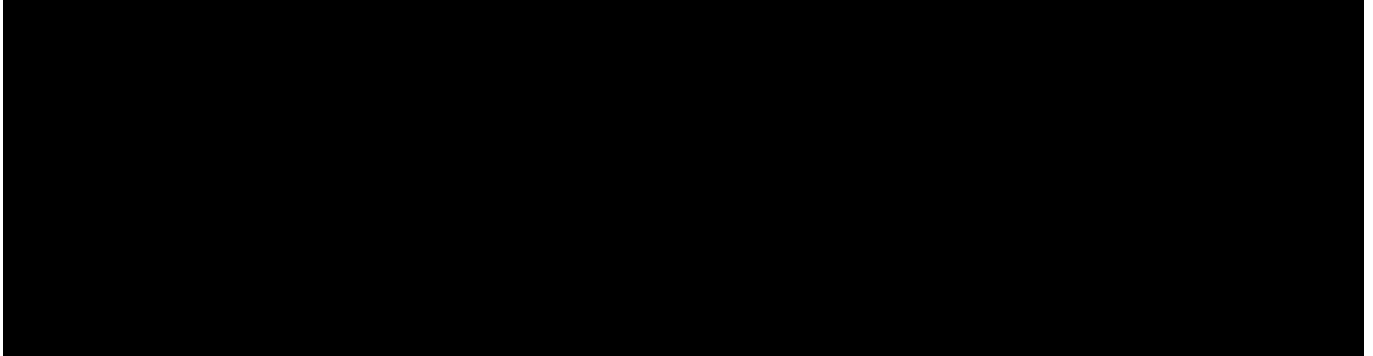
<https://richterdealroom.firmex.com/projects/4332/documents?folderid=16>

**SCHEDULE 1.1.72
TRANSFERRED PERMITS**

None.

SCHEDULE 3.2
ALLOCATION OF PURCHASE PRICE

The Purchase Price will be allocated as follows:



SCHEDULE 4.1
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

- 4.1.1 *Incorporation and Status.* The Vendor is a corporation incorporated, organized and subsisting under the laws of the Province of Alberta, and is in good standing under that act. Subject to the granting of the Approval and Vesting Order, the Vendor has the corporate power, authority and capacity to execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein and to perform its other obligations under this Agreement and under all such other agreements and instruments.
- 4.1.2 *Corporate Authorization.* Subject to the granting of the Approval and Vesting Order, the execution, delivery and performance by the Vendor of this Agreement and all other agreements and instruments to be executed by it as contemplated herein and the completion of the transactions contemplated by this Agreement and all such other agreements and instruments have been duly authorized by all necessary corporate action on the part of the Vendor.
- 4.1.3 *Enforceability of Obligations.* Subject to the granting of the Approval and Vesting Order, this Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor enforceable against it in accordance with its terms.
- 4.1.4 *Right to Sell Purchased Assets.* At the Closing, the Vendor shall convey to the Purchaser all of its right, title and interest in and to the Purchased Assets free and clear of all Encumbrances pursuant to the Approval and Vesting Order, except with respect to any Permit for which consent of a third Person is required for assignment of such Permit.
- 4.1.5 *Absence of Conflicts.* The Vendor is not a party to, bound or affected by or subject to any terms or conditions of its constating documents or by-laws or Applicable Laws or Permits that would be violated, breached, or under which any default would occur or with notice or the passage of time would be created, as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any Closing Documents.
- 4.1.6 *Residence.* The Vendor is a resident of Canada for purposes of the ITA.
- 4.1.7 *Commissions.* The Purchaser will not be liable for any brokerage commission, finder's fee or other similar payment in connection with the transactions contemplated by this Agreement because of any action taken by, or agreement or understanding reached by, the Vendor.
- 4.1.8 *Sales Tax.* The Vendor is registered under Part IX of the ETA with registration number 81289 9987 and such registration is in good standing and has not been revoked.

SCHEDULE 4.2
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

- 4.2.1 *Incorporation and Status.* The Purchaser is duly incorporated, organized and formed (as applicable), validly existing and in good standing under the laws of the of the jurisdiction of its incorporation, organization or formation. The Purchaser has the corporate or legal power and authority to own its assets and carry on business as currently owned and carried on and to enter into, deliver and perform its obligations under this Agreement.
- 4.2.2 *Corporate Authorization.* Subject to the granting of the Approval and Vesting Order, the execution, delivery and performance by the Vendor of this Agreement and all other agreements and instruments to be executed by it as contemplated herein and the completion of the transactions contemplated by this Agreement and all such other agreements and instruments have been duly authorized by all necessary corporate action on the part of the Vendor.
- 4.2.3 *Enforceability of Obligations.* This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting creditors' rights generally.
- 4.2.4 *Absence of Conflicts.* The Purchaser is not a party to, bound or affected by or subject to any terms or conditions of its constating documents or by-laws or Applicable Laws or Permits that would be violated, breached, or under which any default would occur or with notice or the passage of time would be created, as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any Closing Documents.
- 4.2.5 *Approvals and Consents.* No consent, approval, notice, Order, authorization, filing or Permit is necessary or otherwise required to be obtained by the Purchaser from any Governmental Authority or Person in connection with the execution of this Agreement or the consummation of the transactions provided for under this Agreement other than the notice to be filed in respect of non-Canadian investors pursuant to the *Investment Canada Act* (Canada).
- 4.2.6 *Litigation.* There are no Claims or Orders pending or, to the knowledge of the Purchaser, threatened, before any Governmental Authority which might involve the possibility of any material judgment or liability against the Purchaser, or which might adversely affect the ability of the Purchaser to enter into this Agreement or to perform its obligations under this Agreement.
- 4.2.7 *Financing and Solvency.* The Purchaser has cash on hand and/or firm, irrevocable financing commitments for immediately available funds in amounts sufficient to enable it to pay the balance of the Purchase Price and all other costs and expenses in connection with the consummation of the transactions contemplated under this Agreement.
- 4.2.8 *Regulatory.* At all relevant times, the Purchaser is qualified in all respects (including under Applicable Laws) to acquire and own the Purchased Assets.

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- 4.2.9 *ICA*. The Purchaser either (i) is not a “non-Canadian” within the meaning of the *Investment Canada Act* (Canada), or (ii) if the Purchaser is a “non-Canadian” within the meaning of the *Investment Canada Act* (Canada), the Purchaser is a “WTO investor” within the meaning of the *Investment Canada Act* (Canada).
- 4.2.10 *No Broker*. The Purchaser does not have any liability of any kind to any broker, intermediary, agent or any similar Person for or on account of the transactions provided for under this Agreement.
- 4.2.11 *Sales Tax*. On or before Closing, the Purchaser shall be registered in good standing under Part IX of the ETA.
- 4.2.12 *No-Collusion*. The Purchaser has not engaged in any collusion with any other participants in connection with the submission of its Qualified Bid (as defined in the SISP) or its participation in the SISP, and always has only considered the transactions contemplated by this Agreement for its own account.
- 4.2.13 *SISP*. The Purchaser acknowledges that it has reviewed the SISP and accepts the terms therein and agrees to be bound by them.

**SCHEDULE 9.12
ADDRESSES FOR NOTICE**

Addressed to	With a copy to
VENDOR: ATTAbotics Inc. 7944 10 St NE Calgary, AB T2E 8X2 Attention: Mark Dickinson Email: mark.dickinson@attabotics.com	Osler, Hoskin & Harcourt LLP Suite 2700, Brookfield Place 255 – 6th Avenue SW Calgary, AB T2P 1N2 Attention: Marc Wasserman / Emily Paplawski E-mail: mwasserman@osler.com / epaplawski@osler.com
PROPOSAL TRUSTEE: Richter Inc. 181 Bay St. #3510 Bay Wellington Tower Toronto, ON M5J 2T3 Attention: Karen Kimel / Brett Miller E-mail: kkimel@richter.ca / bmiller@richter.ca	McMillan LLP Suite 1700, TD Canada Trust Tower 421 7 th Avenue SW Calgary, AB T2P 4K9 Attention: Adam Maerov / Preet Saini E-mail: adam.maerov@mcmillan.ca / preet.saini@mcmillan.ca
PURCHASER: Lafayette Systems, Inc. 2405 Lebanon Road Danville, KY 40422 Attention: Bruce Robbins Email: Bruce.robbsins@lafayettesystems.com	Lawson Lundell LLP Suite 1100, Brookfield Place 225 – 6 Avenue SW Calgary, Alberta T2P 1N2 Attention: Alexis Teasdale Email: ateasdale@lawsonlundell.com

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EXHIBIT A
FORM OF APPROVAL AND VESTING ORDER

COURT FILE NUMBER BK01-095558
BK01-095559

Clerk's Stamp

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

DOCUMENT **APPROVAL AND VESTING ORDER**

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

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

DATE ON WHICH ORDER WAS PRONOUNCED: September 22, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

JUSTICE WHO MADE THIS ORDER: The Honourable Justice Gill

UPON THE APPLICATION of ATTAbotics Inc. and ATTAbotics (US), Corp. (the “**Applicants**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an Asset Purchase Agreement (the “**Sale Agreement**”) between ATTAbotics Inc. (the “**Seller**”) and ● (the “**Purchaser**”) dated September 17, 2025, and vesting in the Purchaser (or its nominee) the Seller’s right, title and interest in and to the assets described in the Sale Agreement (the “**Purchased Assets**”), a copy of which is attached as Confidential Exhibit H, and a redacted copy of which is attached as Exhibit G, to the Affidavit of Mark Dickinson, sworn September 17, 2025 (the “**Dickinson Affidavit**”); AND UPON HAVING READ the Application, the Dickinson

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Affidavit and the Fourth Report of Richter Inc. in its capacity as proposal trustee of the Applicants (in such capacity, the “**Proposal Trustee**”); **AND UPON HEARING** the submissions of counsel for the Applicants, the Proposal Trustee, the Purchaser, and such other parties present; **IT IS HEREBY ORDERED AND DECLARED THAT:**

SERVICE

1. Service of notice of this application and supporting materials is hereby declared to be good and sufficient, no other person is required to have been served with notice of this application and time for service of this application is abridged to that actually given.

APPROVAL OF TRANSACTION

2. The Sale Agreement and Transaction are hereby approved and execution of the Sale Agreement by the Seller is hereby authorized and approved, with such minor amendments as the Seller may deem necessary. The Seller is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for completion of the Transaction and conveyance of the Purchased Assets to the Purchaser (or its nominee).

VESTING OF PROPERTY

3. Upon delivery of a Proposal Trustee’s certificate to the Purchaser (or its nominee) substantially in the form set out in Schedule “A” hereto (the “**Proposal Trustee’s Closing Certificate**”), all of the Seller’s right, title and interest in and to the Purchased Assets shall vest absolutely in the name of the Purchaser (or its nominee), free and clear of and from any and all caveats, security interests, hypothecs, pledges, mortgages, liens, trusts or deemed trusts, reservations of ownership, royalties, options, rights of pre-emption, privileges, interests, assignments, actions, judgements, executions, levies, taxes, writs of enforcement, charges, or other claims, whether contractual, statutory, financial, monetary or otherwise, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, “**Claims**”) including, without limiting the generality of the foregoing:
 - a. any encumbrances or charges created by:

- i. the Order pronounced by the Honourable Justice J.J. Gill, on July 7, 2025 herein;
 - ii. the Order pronounced by the Honourable Justice P.R. Jeffrey on July 29, 2025 herein;
 - iii. or any other Order granted in these proceedings;
- b. any charges, security interests or claims evidenced by registrations pursuant to (i) the *Personal Property Security Act* (Alberta), (ii) the *Uniform Commercial Code* (United States), or (iii) any other personal property registry system (collectively, the “**Security Registration Laws and Systems**”);
 - c. all charges, security interests or claims evidenced by registrations at the Canadian Intellectual Property Office, United States Patent and Trademark Office, or similar intellectual property offices in Canada, the United States, Europe, or elsewhere in the world (each an “**IP Registry**”);
 - d. any liens or claims of lien under the *Builders’ Lien Act* (Alberta) or the *Prompt Payment and Construction Lien Act* (Alberta); and
 - e. those Claims listed in Schedule “B” hereto (all of which are collectively referred to as the “**Encumbrances**”),

and for greater certainty, this Court orders that all Claims, including Encumbrances and all charges, security interests or Claims evidenced by registrations pursuant to the Security Registration Laws and Systems or at any IP Registry, affecting or relating to the Purchased Assets, are hereby expunged, discharged and terminated as against the Purchased Assets.

- 4. Upon delivery of the Proposal Trustee’s Closing Certificate, and upon filing of a certified copy of this Order, together with any applicable registration fees, all governmental authorities including those referred to below in this paragraph (collectively, “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Proposal Trustee’s Closing Certificate and certified copy of this Order as though they were originals and to register such transfers, interest authorizations, discharges and discharge statements of conveyance as may be required to convey to the Purchaser or

its nominee clear title to the Purchased Assets. Without limiting the foregoing, the Registrar of the Alberta Personal Property Registry (the “**PPR Registrar**”) shall and is hereby directed to forthwith cancel and discharge any registrations at the Alberta Personal Property Registry (whether made before or after the date of this Order) claiming security interests in the estate or interest of the Seller in any of the Purchased Assets which are of a kind prescribed by applicable regulations as serial-number goods.

5. In order to effect the transfers and discharges described above, this Court directs each of the Governmental Authorities to take such steps as are necessary to give effect to the terms of this Order and the Sale Agreement. Presentment of this Order and the Proposal Trustee’s Closing Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of title or interest and cancel and discharge registrations against any of the Purchased Assets of any Claims including Encumbrances.
6. No authorization, approval or other action by and no notice to or filing with any governmental authority or regulatory body exercising jurisdiction over the Purchased Assets is required for the due execution, delivery and performance by the Seller of the Sale Agreement.
7. For the purposes of determining the nature and priority of Claims (including any amounts payable post-closing), net proceeds from sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets from and after delivery of the Proposal Trustee’s Closing Certificate and all Claims including Encumbrances shall not attach to, encumber or otherwise form a charge, security interest, lien, or other Claim against the Purchased Assets and may be asserted against the net proceeds from sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
8. Except as expressly provided for in the Sale Agreement, the Purchaser (or its nominee) shall not, by completion of the Transaction, have liability of any kind whatsoever in respect of any Claims against the Seller.

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9. Upon completion of the Transaction, the Seller and all persons who claim by, through or under the Seller in respect of the Purchased Assets, and all persons or entities having any Claims of any kind whatsoever in respect of the Purchased Assets, shall (other than as expressly provided for in the Sale Agreement) stand absolutely and forever barred, estopped and foreclosed from and permanently enjoined from pursuing, asserting or claiming any and all right, title, estate, interest, royalty, rental, equity of redemption or other Claim whatsoever in respect of or to the Purchased Assets, and to the extent that any such persons or entities remain in the possession or control of any of the Purchased Assets, or any artifacts, certificates, instruments or other indicia of title representing or evidencing any right, title, estate, or interest in and to the Purchased Assets, they shall forthwith deliver possession thereof to the Purchaser (or its nominee).
10. The Purchaser (or its nominee) shall be entitled to enter into and upon, hold and enjoy the Purchased Assets for its own use and benefit without any interference of or by the Seller, or any person claiming by, through or against the Seller.
11. The Proposal Trustee is directed to file with the Court a copy of the Proposal Trustee's Closing Certificate forthwith after delivery thereof to the Purchaser (or its nominee).
12. Pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act* (Canada) and section 20(e) of the *Alberta Personal Information Protection Act*, the Seller is authorized and permitted to disclose and transfer to the Purchaser (or its nominee) all human resources and payroll information in the Seller's records pertaining to the Continuing Employees. The Purchaser (or its nominee) shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use (of such information) to which the Seller was entitled.

RELEASES

13. Upon delivery of the Proposal Trustee's Closing Certificate, the three directors of the Applicants as at July 2, 2025 (the commencement date of these proceedings (the "**NOI Proceedings**")) under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended (the "**BIA**")) and the eight current management and employees of the Applicants

(collectively, the “**Released Parties**”) shall be deemed to be forever irrevocably released and discharged from any and all present and future claims (including, without limitation, claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, damages, judgments, executions, recoupments, debts, sums of money, expenses, accounts, liens, taxes, recoveries, and obligations of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise) based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the delivery of the Proposal Trustee’s Closing Certificate or undertaken or completed in connection with or pursuant to the terms of this Order in respect of, relating to, or arising out of: (a) these NOI Proceedings; or (b) the Purchase Agreement, the Transaction, any agreement, document, instrument, matter or transaction involving the Applicants arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Transaction (collectively, subject to the excluded matters, the “**Released Claims**”), which Released Claims shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties; provided that, nothing in this paragraph shall waive, discharge, release, cancel or bar any claim that is not permitted to be released pursuant to section 50(14) of the BIA and any claim with respect to any act or omission that is determined by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence.

MISCELLANEOUS MATTERS

14. Notwithstanding:

- a. the pendency of these proceedings and any declaration of insolvency made herein;
- b. the pendency of any applications for a bankruptcy order now or hereafter issued pursuant to the BIA, in respect of the Applicants, and any bankruptcy order issued pursuant to any such applications;
- c. any assignment in bankruptcy made in respect of the Applicants; and
- d. the provisions of any federal or provincial statute:

the vesting of the Purchased Assets in the Purchaser (or its nominee) pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Seller and shall not be void or voidable by creditors of the Seller, nor shall it constitute nor be deemed to be a transfer at undervalue, settlement, fraudulent preference, assignment, fraudulent conveyance, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

15. The Applicants, the Proposal Trustee, the Purchaser (or its nominee) and any other interested party, shall be at liberty to apply for further advice, assistance and direction as may be necessary in order to give full force and effect to the terms of this Order and to assist and aid the parties in closing the Transaction.

16. This Honourable Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any of its provinces or territories or in any foreign jurisdiction, to act in aid of and to be complimentary to this Court in carrying out the terms of this Order, to give effect to this Order and to assist the Applicants, the Proposal Trustee and their agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such order and to provide such assistance to the Proposal Trustee, as an officer of the Court, as may be necessary or desirable to give effect to this Order or to assist the Proposal Trustee and its agents in carrying out the terms of this Order.

17. Service of this Order shall be deemed good and sufficient by:

- a. serving the same on the persons listed on the service list created in these proceedings, any other person served with notice of the application for this Order, and any other parties attending or represented at the application for this Order;
- b. serving the same on the Purchaser or the Purchaser's solicitors; and
- c. posting a copy of this Order on the Proposal Trustee's website at:
<https://www.richter.ca/insolvencycase/attabotics-inc/>

and service on any other person is hereby dispensed with.

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18. Service of this Order may be effected by facsimile, electronic mail, personal delivery or courier. Service is deemed to be effected the next business day following transmission or delivery of this Order.

Justice of the Court of King's Bench Alberta

Schedule "A"

Clerk's Stamp

COURT FILE NUMBER BK01-095558
BK01-095559

COURT COURT OF KING'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

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

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

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

DOCUMENT **PROPOSAL TRUSTEE'S CLOSING CERTIFICATE**

ADDRESS FOR
SERVICE AND
CONTACT **MCMILLAN LLP**
1700, 427 – 7th Avenue S.W.
Calgary, AB, Canada T2P 4K9

INFORMATION OF
PARTY FILING THIS
DOCUMENT Attention: Christopher Keliher
Phone Number: 403.531.4724
Fax: 403.531.4720
E-mail Address: christopher.keliher@mcmillan.ca

RECITALS

- A. On July 2, 2025, Attabotics Inc. and Attabotics (US), Corp. (collectively, the **"Applicants"**) filed a notice of intention to make a proposal (**"NOI"**) with the Office of the Superintendent of Bankruptcy (Canada) naming Richter Inc. as trustee (the **"Proposal Trustee"**).
- B. Pursuant to an Order of the Court dated September 22, 2025, the Court approved the agreement of purchase and sale made as of August 29, 2025 (the **"Sale Agreement"**) between the Attabotics Inc. (the **"Seller"**) and ● (the **"Purchaser"**) and provided for the vesting in the Purchaser of the Seller's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Proposal Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to

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Closing as set out in Article 6 of the Sale Agreement have been satisfied or waived by the Applicants and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Proposal Trustee.

- C. Unless otherwise indicated herein, capitalized terms have the meanings set out in the Sale Agreement.

THE PROPOSAL TRUSTEE CERTIFIES the following:

1. The Purchaser (or its nominee) has satisfied and paid the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in Article 6 of the Sale Agreement have been satisfied or waived by the Applicants and the Purchaser (or its nominee); and
3. The Transaction has been completed to the satisfaction of the Proposal Trustee.

This Certificate was delivered by the Proposal Trustee at [Time] on [Date].

Richter Inc., LIT, in its capacity as Proposal Trustee in respect of Attabotics Inc. and Attabotics (US), Corp., and not in its personal capacity

Per: _____
Name:
Title:

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Schedule "B"

Alberta Personal Property Registry:

Registration No.	Registration Type	Secured Party	Collateral
18110104912	Security Agreement	Royal Bank of Canada	<p>All money or amounts on deposit from time to time with any of Royal Bank of Canada, Royal Bank Mortgage Corporation, Royal Trust Corporation of Canada or the Royal Trust Company.</p> <p>Proceeds: a security interest is claimed in all present and after-acquired goods (including trade-ins), chattel paper, securities, documents of title, instruments, money and intangibles of every item or kind that may be derived from the sale or other disposition of the collateral described above, all insurance proceeds and any proceeds of any of the foregoing.</p>
23121328791	Security Agreement	Bank of Montreal	<p>LF269 Pledge of Instruments and Assignment of Proceeds. All investments and other property pledged to and/or held with the secured party in the aggregate principal amount of \$USD 50,000.00 USD Term deposit acct number 0002 9945 315 together with all of the debtor's present and future right, title, claim and interest in and to the moneys (comprising capital and interest) otherwise due or payable to the debtor or otherwise in connection with such investments, and all present and future renewals, replacements, re-investments, accretions, interest, income and proceeds thereof. Proceeds - all present and after acquired personal property.</p>
23121328814	Security Agreement	Bank of Montreal	<p>LF269 Pledge of Instruments and Assignment of Proceeds. All investments and other property pledged to and/or held with the secured party in the aggregate principal amount of \$200,000.00 Short Term Investment Certificate acct number 0002 9469 304 , together with all of the debtor's present and future right, title, claim and interest in</p>

Registration No.	Registration Type	Secured Party	Collateral
			and to the moneys (comprising capital and interest) otherwise due or payable to the debtor or otherwise in connection with such investments, and all present and future renewals, replacements, reinvestments, accretions, interest, income and proceeds thereof. Proceeds - all present and after-acquired personal property.
24060626051	Security Agreement	TRS RentelCo	QTY ONE, OSCILLOSCOPE 4/32 MFG MODEL # TEK/MSO54B 5- BW-1000 ASSET # 1277708 SERIAL #8'027179

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This is **Confidential Exhibit “H”** to the Affidavit of Mark Dickinson
sworn before me this 17th day of September 2025.

Notary Public/Commissioner for Oaths in and for Alberta

Confidential Exhibit “H”