COURT FILE NUMBER BK01-095558

BK01-095559

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 APPLICATION

ADDRESS FOR SERVICE OSLE

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

#### NOTICE TO THE RESPONDENTS

This application is made against you.

You have the right to state your side of this matter before the Justice.

To do so, you must be in Court when the application is heard as shown below:

Date: September 22, 2025

Time: 2:00 p.m. MDT

Where: By Webex:

https://albertacourts.webex.com/meet/virtual.courtroom86

Before Whom: The Honourable Justice Gill in Commercial Chambers

Go to the end of this document to see what you can do and when you must do it.

Clerk's Stamp

## Remedy claimed or sought:

- 1. The applicants, ATTAbotics Inc. ("ATTAbotics") and ATTAbotics (US) Corp. (together with ATTAbotics, the "Applicants"), seek:
  - (a) an Order substantially in the form attached hereto as **Schedule "A"** (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. 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);
  - (b) an Order substantially in the form attached hereto as Schedule "B" (the "Restricted Court Access Order") sealing Confidential Exhibits "F" and "H" to the Affidavit of Mark Dickinson, sworn September 17, 2025 (the "Dickinson Affidavit") 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.
- 2. Capitalized terms used but not defined herein have the meanings given to such terms in the APA.

## Grounds for making this application:

## Background

- 3. ATTAbotics is a private corporation incorporated under the laws of Canada. ATTAbotics US is a wholly owned subsidiary of ATTAbotics incorporated under the laws of the State of Delaware. The Applicants have developed and commercialized the world's first 3D robotics supply chain management system.
- 4. On July 2, 2025, the Applicants filed Notices of Intention to Make a Proposal under the BIA (the "**NOI Proceedings**").
- 5. On July 4, 2025, the Honourable Justice Gill granted an 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.
- 6. On July 29, 2025, the Honourable Justice Jeffrey granted an 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.
- 7. On September 8, 2025, the Honourable Justice Johnston extended the time within which the Applicants are required to file a proposal to October 30, 2025.

## Transaction and Requested SAVO

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

- and the SISP, the Proposal Trustee and the Applicants, among other things, contacted 204 potentially interested parties about the opportunity, executed 41 NDAs and granted such parties access to the virtual data room, and received six bids for ATTAbotics' assets.
- 9. The Transaction is the highest and best offer received by the Applicants within the SISP. It will result in the sale of substantially all of ATTABotics' assets, including all intellectual property, equipment and inventory, and provides both: (a) the highest and best value for ATTAbotics' assets identified in the solicitation process and the SISP; and (b) 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). It was the result of a fulsome marketing process undertaken by the Proposal Trustee and the Applicants both prior to, and in accordance with, the SISP.
- 10. The Transaction is supported by the Proposal Trustee and EDC as interim lender and senior secured creditor of the Applicants with respect to substantially all of their assets.
- 11. The proposed SAVO also includes certain limited scope releases for the three Directors of the Applicants at commencement of these NOI Proceedings and the eight current management and employees of the Applicants, for a total of 11 Released Parties. All of the proposed Released Parties were necessary and essential to these NOI Proceedings and the Transaction and should be released from the Released Claims.
- 12. The Applicants accordingly request that the proposed SAVO be granted by this Honourable Court.

#### Restricted Court Access Order

13. The Applicants seek an order directing the sealing of Confidential Exhibits "F" and "H" to the Dickinson Affidavit (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.

- 14. 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.
- 15. 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.
- 16. The required "Notice to Media of Application to Restrict Access" was submitted by the Applicants on September 10, 2025.

#### Material or evidence to be relied on:

- 17. The Affidavit of Mark Dickinson, sworn September 17, 2025;
- 18. The Fourth Report of the Proposal Trustee, to be filed; and
- 19. Such further and other material as counsel may advise and this Honourable Court may permit.

## **Applicable Acts and regulations:**

- 20. Rules 1.2, 1.3, 3.2(2)(d), 3.8, 11.27 and 13.5 of the Alberta *Rules of Court*, Alta Reg 124/2010;
- 21. The Bankruptcy and Insolvency Act, RSC 1985, c B-3, as amended; and
- 22. Such further and other Acts and regulations as counsel may advise and this Honourable Court may permit.

## Any irregularity complained of or objection relied on:

23. None.

## How the application is proposed to be heard or considered:

24. Before the Honourable Justice Gill in Commercial Chambers via Webex.

## WARNING

If you do not come to Court either in person or by your lawyer, the Court may give the applicant(s) what they want in your absence. You will be bound by any order that the Court makes. If you want to take part in this application, you or your lawyer must attend in Court on the date and time shown at the beginning of this form. If you intend to give evidence in response to the application, you must reply by filing an affidavit or other evidence with the Court and serving a copy of that affidavit or other evidence on the applicant(s) a reasonable time before the application is to be heard or considered.

### **SCHEDULE "A"**

COURT FILE NUMBER BK01-095558

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Clerk's Stamp

COURT OF KING'S BENCH OF ALBERTA

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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 Calgary, AB T2P 1N2

DOCUMENT

Solicitors: Marc Wasserman / Emily Paplawski

Phone: 416.862.4908 / 403.260.7071

Email: <u>mwasserman@osler.com</u> / <u>epaplawski@osler.com</u>

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

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.

- 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.

18. Service of this Order may be effected b	by facsimile, electronic mail, personal delivery or
courier. Service is deemed to be effected	d the next business day following transmission or
delivery of this Order.	
	Justice of the Court of King's Bench Alberta

#### Schedule "A"

COURT FILE NUMBER BK01-095558

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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 MCMILLAN LLP

SERVICE AND 1700, 427 – 7<sup>th</sup> Avenue S.W. Contact Calgary, AB, Canada T2P 4K9

INFORMATION OF

PARTY FILING THIS Attention: Christopher Keliher

DOCUMENT 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:		

## Schedule "B"

# **Alberta Personal Property Registry:**

Registration No.	Registration Type	Secured Party	Collateral
18110104912	Security Agreement	Royal Bank of Canada	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.  Proceeds: a security interest is claimed in all present and afteracquired 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.
23121328791	Security Agreement	Bank of Montreal	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.
23121328814	Security Agreement	Bank of Montreal	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

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

## **SCHEDULE "B"**

COURT FILE NUMBER BK01-095558

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COURT OF KING'S BENCH OF ALBERTA

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DOCUMENT RESTRICTED COURT ACCESS ORDER

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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

**DATE ON WHICH ORDER WAS PRONOUNCED:** September 22, 2025

LOCATION WHERE ORDER WAS PRONOUNCED: Calgary, Alberta

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

**UPON THE APPLICATION** of ATTAbotics Inc. and ATTAbotics (US), Corp. (together, the "**Applicants**") for a restricted court access order in respect of Confidential Exhibits "F" and "H" (the "**Confidential Exhibits**") to the Affidavit of Mark Dickinson, sworn September 17, 2025 (the "**Dickinson Affidavit**"); **AND UPON** reviewing the Dickinson 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** noting that the Applicants submitted the "Notice to Media

of Application to Restrict Access" on September 10, 2025 in accordance with Rule 6.32 of the Alberta *Rules of Court*, Alta Reg 124/2020 (the "Rules"); 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 Approval and Vesting Order of the Honourable Justice Gill, granted September 22, 2025; IT IS HEREBY ORDERED THAT:

- 1. The Confidential Exhibits shall be sealed on the Court file, kept confidential, and shall not be available for public inspection until the earlier of: (a) the filing of the Proposal Trustee's Closing Certificate confirming the Transaction contemplated by the Sale Agreement has closed to the satisfaction of the Proposal Trustee; and (b) further Order of this Honourable Court (each, an "Unsealing Date").
- 2. Until the Unsealing Date, the Clerk of the Court shall file the Confidential Exhibit in a sealed envelope attached to a notice that sets out the style of cause of these proceedings and states that:

THIS ENVELOPE CONTAINS THE CONFIDENTIAL EXHIBITS TO THE AFFIDAVIT OF MARK DICKINSON, SWORN SEPTEMBER 17, 2025. THE CONFIDENTIAL EXHIBITS ARE SEALED PURSUANT TO THE RESTRICTED COURT ACCESS ORDER ISSUED BY THE HONOURABLE J.J. GILL ON SEPTEMBER 22, 2025.

- 3. Leave is hereby granted to any person affected by this Restricted Court Access Order to apply to this Honourable Court for a further order modifying or varying the terms of this Restricted Court Access Order, with such application to be brought on no less than 5 days' notice in accordance with the *Rules*.
- 4. Service of this Order shall be deemed good and sufficient by serving same on the Service List maintained for this Action. No other persons are entitled to be served with a copy of this Order.

Justice of the Court of King's Bench of Alberta