

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

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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**

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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 Lafayette Systems Canada ULC (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**")), Export Development Canada's nominee director (Mr. Matthew Hyland), and

the eight current management and employees and one current independent contractor 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:

- a. 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
- b. undertaken or completed in connection with or pursuant to the terms of this Order,

in respect of, relating to, or arising out of these NOI Proceedings or 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, including any such claim whether against a current or former director of the Applicants, 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. For clarity, nothing herein shall have the effect of releasing any claim of Vargo, LLC against the Released Parties that arose prior to the NOI Proceedings.

## **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 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

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APPLICANTS IN THE MATTER OF THE BANKRUPTCY AND  
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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 – 7<sup>th</sup> Avenue S.W.  
Calgary, AB, Canada T2P 4K9

INFORMATION OF  
PARTY FILING THIS  
DOCUMENT Attention: Christopher Keliher  
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## 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 Lafayette Systems Canada ULC (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 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:**

<b>Registration No.</b>	<b>Registration Type</b>	<b>Secured Party</b>	<b>Collateral</b>
24060626051	Security Agreement	TRS RentelCo	QTY ONE, OSCILLOSCOPE 4/32 MFG MODEL # TEK/MSO54B 5- BW-1000 ASSET # 1277708 SERIAL #8'027179