

Fill in this information to identify the case:Debtor 1 CARTWHEEL ROBOTICS INC.

Debtor 2

(Spouse, if filing)

United States Bankruptcy Court District of NevadaCase number: 26-50278

FILED

U.S. Bankruptcy Court
District of Nevada

6/26/2026

Dan Owens, Clerk

**Official Form 410
Proof of Claim**

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Concept Overdrive, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>Steve Rosenbluth</u>	
2. Has this claim been acquired from someone else?	☒ No ☐ Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Concept Overdrive, Inc.</u> Name 926 N. Lincoln St Burbank, CA 91506 Contact phone <u>818-980-6691</u> Contact email <u>steve@conceptoverdrive.com</u> Uniform claim identifier (if you use one): _____	Where should payments to the creditor be sent? (if different) _____ Name Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	☒ No ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	☒ No ☐ Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	☐ No ☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>CA</u>
7. How much is the claim?	\$ <u>11373.85</u> Does this amount include interest or other charges? ☒ No ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. <u>Services performed, goods sold</u>
9. Is all or part of the claim secured?	☒ No ☐ Yes. The claim is secured by a lien on property. Nature of property: ☐ Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. ☐ Motor vehicle ☐ Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % ☐ Fixed ☐ Variable
10. Is this claim based on a lease?	☒ No ☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	☒ No ☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	☒ No ☐ Yes. <i>Check all that apply:</i>	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	☐ Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	☐ Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies	\$ _____
* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.		

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- ☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 6/26/2026
MM / DD / YYYY

/s/ Steve Rosenbluth

Signature

Print the name of the person who is completing and signing this claim:

Name	Steve Rosenbluth		
	First name	Middle name	Last name
Title	President		
Company	Concept Overdrive, Inc.		
Address	Identify the corporate servicer as the company if the authorized agent is a servicer		
	926 N. Lincoln St.		
	Number Street		
	Burbank, CA 91506		
	City	State	ZIP Code
Contact phone	818-980-6691		Email
			steve@conceptoverdrive.com



Concept Overdrive, Inc
 926 N Lincoln St
 Burbank, CA 91506-1533 USA
 8189806691
 office@conceptoverdrive.com

INVOICE

BILL TO

Cartwheel Robotics
 6127 Reno Hwy
 Fallon, NV 89406 USA

SHIP TO

Cartwheel Robotics
 6127 Reno Hwy
 Fallon, NV 89406 USA

INVOICE # CA-22406

DATE 12/04/2024

DUE DATE 12/04/2025

CUSTOMER PO

240803

DESCRIPTION	QTY	RATE	AMOUNT
November Services	30.75	140.00	4,305.00

Scan to pay



SUBTOTAL	4,305.00
TAX (9.5%)	0.00
TOTAL	4,305.00
PAYMENT	2,865.40
BALANCE DUE	\$1,439.60



Project: Development Environment for EtherCAT.
 Payable at a rate of \$1100 per month.



Concept Overdrive, Inc
 926 N Lincoln St
 Burbank, CA 91506-1533 USA
 8189806691
 office@conceptoverdrive.com

INVOICE

BILL TO

Cartwheel Robotics
 6127 Reno Hwy
 Fallon, NV 89406 USA

SHIP TO

Cartwheel Robotics
 6127 Reno Hwy
 Fallon, NV 89406 USA

INVOICE # CA-22514

DATE 09/09/2025

DUE DATE 10/09/2025

TERMS Net 30

CUSTOMER PO

250805

DESCRIPTION	QTY	RATE	AMOUNT
Remaining August 2025 Services			8,180.00

Scan to pay



SUBTOTAL	8,180.00
TAX (9.5%)	0.00
TOTAL	8,180.00
PAYMENT	2,200.00
BALANCE DUE	\$5,980.00



Project: August Software Development - Multimedia.
 Payable at a rate of \$1100 per month.



Concept Overdrive, Inc
 926 N Lincoln St
 Burbank, CA 91506-1533 USA
 8189806691
 office@conceptoverdrive.com

INVOICE

BILL TO

Cartwheel Robotics
 6127 Reno Hwy
 Fallon, NV 89406 USA

SHIP TO

Cartwheel Robotics
 6127 Reno Hwy
 Fallon, NV 89406 USA

INVOICE # CA-22517

DATE 10/02/2025

DUE DATE 11/01/2025

TERMS Net 30

CUSTOMER PO #

250805

DESCRIPTION	QTY	RATE	AMOUNT
Remaining September 2025 Services			1,253.60

Scan to pay



SUBTOTAL	1,253.60
TAX (9.5%)	0.00
TOTAL	1,253.60
BALANCE DUE	\$1,253.60



Project: September Software Development - Multimedia.
 Payable at a rate of \$1100 per month.



Concept Overdrive, Inc
 926 N Lincoln St
 Burbank, CA 91506-1533 USA
 8189806691
 office@conceptoverdrive.com

INVOICE

BILL TO

Cartwheel Robotics
 6127 Reno Hwy
 Fallon, NV 89406 USA

SHIP TO

Cartwheel Robotics
 6127 Reno Hwy
 Fallon, NV 89406 USA

INVOICE # CA-22518

DATE 10/20/2025

DUE DATE 11/19/2025

TERMS Net 30

CUSTOMER PO

250502

DESCRIPTION	QTY	RATE	AMOUNT
Reimbursement: FedEx	1	47.15	47.15
Reimbursement: UPS	1	141.20	141.20
Reimbursement: Tag Connect	1	109.66	109.66
Reimbursement: DigiKey	1	32.64	32.64

Scan to pay



SUBTOTAL	330.65
TAX (9.75%)	0.00
TOTAL	330.65
BALANCE DUE	\$330.65



Project: Tech Support



Concept Overdrive, Inc
926 N Lincoln St
Burbank, CA 91506-1533 USA
8189806691
office@conceptoverdrive.com

INVOICE

BILL TO

Cartwheel Robotics
6127 Reno Hwy
Fallon, NV 89406 USA

SHIP TO

Cartwheel Robotics
6127 Reno Hwy
Fallon, NV 89406 USA

INVOICE # CA-22519**DATE** 11/10/2025**DUE DATE** 12/10/2025**TERMS** Net 30**CUSTOMER PO #**

250502

DESCRIPTION	QTY	RATE	AMOUNT
Tech Support - October 2025	19.75	120.00	2,370.00
Project: Tech Support	SUBTOTAL		2,370.00
	TAX (9.75%)		0.00
	TOTAL		2,370.00
	BALANCE DUE		\$2,370.00

Concept Overdrive, Inc

Customer Balance Detail Report

All Dates

DATE	TRANSACTION TYPE	NUM	STORE FULL NAME	DUE DATE	AMOUNT	OPEN BALANCE	BALANCE	AMOUNT	A/R PAID
Cartwheel Robotics									
08/21/2024	Payment	1130000232601		08/21/2024	-8,250.00	0.00	0.00	-8,250.00	Paid
09/05/2024	Invoice	CA-22402		10/05/2024	12,420.80	0.00	0.00	12,420.80	Paid
10/04/2024	Invoice	CA-22403		11/03/2024	12,017.60	0.00	0.00	12,017.60	Paid
10/04/2024	Payment	1130000297360		10/04/2024	-10,420.80	0.00	0.00	-10,420.80	Paid
11/04/2024	Payment	1130000215153		11/04/2024	-5,767.60	0.00	0.00	-5,767.60	Paid
11/10/2024	Invoice	CA-22404		12/10/2024	561.60	0.00	0.00	561.60	Paid
11/11/2024	Invoice	CA-22405		11/11/2025	10,334.60	0.00	0.00	10,334.60	Paid
12/04/2024	Invoice	CA-22406		12/04/2025	4,305.00	1,439.60	1,439.60	4,305.00	Unpaid
12/06/2024	Payment	1130000280177		12/06/2024	-1,661.60	0.00	1,439.60	-1,661.60	Paid
01/09/2025	Payment	113000026009922		01/09/2025	-1,100.00	0.00	1,439.60	-1,100.00	Paid
01/30/2025	Payment	113000023704159		01/30/2025	-8,500.00	0.00	1,439.60	-8,500.00	Paid
02/06/2025	Invoice	CA-22501		03/08/2025	14,768.45	0.00	1,439.60	14,768.45	Paid
02/10/2025	Payment	113000029828955		02/10/2025	-1,100.00	0.00	1,439.60	-1,100.00	Paid
03/06/2025	Invoice	CA-22502		04/05/2025	12,310.80	0.00	1,439.60	12,310.80	Paid
03/10/2025	Payment	113000028414280		03/10/2025	-13,868.45	0.00	1,439.60	-13,868.45	Paid
04/04/2025	Payment	113000027624025		04/04/2025	-11,410.80	0.00	1,439.60	-11,410.80	Paid
04/10/2025	Invoice	CA-22503		05/10/2025	8,643.23	0.00	1,439.60	8,643.23	Paid
05/12/2025	Payment	113000027124023		05/12/2025	-5,243.23	0.00	1,439.60	-5,243.23	Paid
06/05/2025	Invoice	CA-22504		07/05/2025	4,129.20	0.00	1,439.60	4,129.20	Paid
06/10/2025	Payment	113000020083976		06/10/2025	-1,100.00	0.00	1,439.60	-1,100.00	Paid
06/24/2025	Invoice	CA-22507		07/24/2025	400.00	0.00	1,439.60	400.00	Paid
06/24/2025	Payment	113000026957729		06/24/2025	-13,400.00	0.00	1,439.60	-13,400.00	Paid
07/02/2025	Payment	113000021725333		07/02/2025	-5,629.20	0.00	1,439.60	-5,629.20	Paid
07/07/2025	Invoice	CA-22509B		08/06/2025	15,776.39	0.00	1,439.60	15,776.39	Paid
07/07/2025	Invoice	CA-22508		08/06/2025	2,409.60	0.00	1,439.60	2,409.60	Paid
08/04/2025	Invoice	CA-22510		09/03/2025	3,969.60	0.00	1,439.60	3,969.60	Paid
08/05/2025	Invoice	CA-22511		09/04/2025	29,491.35	0.00	1,439.60	29,491.35	Paid
08/06/2025	Payment	113000025209805		08/06/2025	-14,285.99	0.00	1,439.60	-14,285.99	Paid
09/04/2025	Payment	113000024150634		09/04/2025	-26,160.95	0.00	1,439.60	-26,160.95	Paid
09/09/2025	Invoice	CA-22512		10/09/2025	5,000.00	0.00	1,439.60	5,000.00	Paid
09/09/2025	Invoice	CA-22513		10/09/2025	5,000.00	0.00	1,439.60	5,000.00	Paid
09/09/2025	Invoice	CA-22514		10/09/2025	8,180.00	5,980.00	7,419.60	8,180.00	Unpaid
10/02/2025	Invoice	CA-22515		11/01/2025	5,000.00	0.00	7,419.60	5,000.00	Paid
10/02/2025	Invoice	CA-22516		11/01/2025	5,000.00	0.00	7,419.60	5,000.00	Paid
10/02/2025	Invoice	CA-22517		11/01/2025	1,253.60	1,253.60	8,673.20	1,253.60	Unpaid
10/09/2025	Payment			10/09/2025	-12,200.00	0.00	8,673.20	-12,200.00	Paid
10/20/2025	Invoice	CA-22518		11/19/2025	330.65	330.65	9,003.85	330.65	Unpaid
11/10/2025	Invoice	CA-22519		12/10/2025	2,370.00	2,370.00	11,373.85	2,370.00	Unpaid
11/17/2025	Payment	113000026305741		11/17/2025	-5,000.00	0.00	11,373.85	-5,000.00	Paid
11/17/2025	Payment	113000026305741		11/17/2025	-5,000.00	0.00	11,373.85	-5,000.00	Paid
11/17/2025	Payment	113000026305741		11/17/2025	-1,100.00	0.00	11,373.85	-1,100.00	Paid
11/17/2025	Payment	113000026305741		11/17/2025	-1,100.00	0.00	11,373.85	-1,100.00	Paid
Total for Cartwheel Robotics					\$11,373.85	\$11,373.85		\$11,373.85	
TOTAL					\$11,373.85	\$11,373.85		\$11,373.85	

Concept Overdrive, Inc

Customer Balance Detail Report

All Dates

DATE	TRANSACTION TYPE	NUM	STORE FULL NAME	DUE DATE	AMOUNT	OPEN BALANCE	BALANCE
Cartwheel Robotics							
12/04/2024	Invoice	CA-22406		12/04/2025	4,305.00	1,439.60	1,439.60
09/09/2025	Invoice	CA-22514		10/09/2025	8,180.00	5,980.00	7,419.60
10/02/2025	Invoice	CA-22517		11/01/2025	1,253.60	1,253.60	8,673.20
10/20/2025	Invoice	CA-22518		11/19/2025	330.65	330.65	9,003.85
11/10/2025	Invoice	CA-22519		12/10/2025	2,370.00	2,370.00	11,373.85
Total for Cartwheel Robotics					\$16,439.25	\$11,373.85	
TOTAL					\$16,439.25	\$11,373.85	

CUSTOMER PO#	PO amount	
250104	34052.25	
Verbal 2025-03-31	1000	

35622.25

activity

date

billed

**paid
total**

invoice CA-A-22501 (advance)

01/30/25

8500.00

8500.00

invoice CA-22501

02/06/25

12768.45

12768.45

invoice CA-22502

03/06/25

10310.80

10310.80

23079.25

invoice CA-22503

04/10/25

4143.23

4143.23

subtotals

35722.48

35722.48

Balance remaining to be billed:

-100.23

(due to hardware purchases)

CUSTOMER PO#

250606

PO amount

44934.00

Advance CA-A-22401

06/24/25

13400.00

Invoices

date

**services
billed**

**paid
total**

**payment
date**

invoice CA-22509B

07/07/25

15776.39

5000.00

10776.39

6/24/25 from advance

08/06/25

Invoice 22511

08/05/25

29491.35

8400

21091.35

6/24/25 from advance

09/04/25

subtotals

45267.74

45267.74

Outstanding PO Balance (to invoice)

-333.74

CUSTOMER PO# 250805		PO amount 5000 per month			
<u>activity</u>	<u>date</u>	<u>billed</u>	<u>paid total</u>	<u>payment date</u>	
invoice CA-22513	09/09/25	5000.00	5000.00	10/07/25	
invoice CA-22514	09/09/25	8180.00	1100.00	10/07/25	
			1100.00	11/17/25	
invoice CA-22516	10/02/25	5000.00	5000.00	11/17/25	
invoice CA-22517	10/02/25	1253.60	0.00		
subtotals		19433.60	12200.00		
Payment cap Payment plan amount approved Billing Overage Outstanding Balance					
		7233.60			

CUSTOMER PO# 250502		PO amount 5000 per month			
<u>activity</u>	<u>date</u>	<u>billed</u>	<u>paid total</u>	<u>payment date</u>	
invoice CA-22512	09/09/25	5000.00	5000.00	10/07/25	
invoice CA-22515	10/02/25	5000.00	5000.00	11/17/25	
invoice CA-22518	10/20/25	330.65	0.00		

11/17/25

2370.06

0.00

subtotals

12700.65

10000.00

Payment cap
Payment plan amount approved
Billing Overage
Outstanding Balance

2700.65

Summary of Outstanding Balances as of 11/17/25

<u>PO Number</u>	<u>PO Balance</u>	<u>PO Overages</u>
240803	1439.6	
250104	0	-100.23
250606	0	-333.74
250805	7233.6	
250502	2700.65	
	11373.85	

2K of advance deducted
2K of advance deducted
4500 of advance deducted

Subject: Updated Payment Tracker

From: Overdrive Admin <office@conceptoverdrive.com>

Date: 03/31/2025 03:47 PM

To: Samantha Conway <samantha.conway@cartwheelrobotics.com>

CC: scott.lavalley@cartwheelrobotics.com, Steve Rosenbluth
<steve@conceptoverdrive.com>

Hi Samantha,

Please see attached payment tracker as of last week. We will send a new one with the next billing cycle.

Thank you,
Sara

--

Office Administrator
Concept Overdrive, Inc
926 N. Lincoln St
Burbank, Ca. 91506
Ph. (818)980-6691
Fax (818)980-6691
office@conceptoverdrive.com

— Attachments: —

cartwheel-payment-tracker-2025-03-31.pdf

38.7 KB

Subject: Purchase Order from Cartwheel Robotics
From: Cartwheel Robotics <quickbooks@notification.intuit.com>
Date: 05/12/2025 05:38 PM
To: steve@conceptoverdrive.com
CC: scott@cartwheel.co, office@conceptoverdrive.com

Dear Concept Overdrive,

Please find our purchase order attached to this email.

Thank you
Cartwheel Robotics

----- Purchase Order Summary -----
Purchase Order # : 250502
Purchase Order Date: 05/12/2025
Total: \$5,000.00
The complete version has been provided as an attachment to this email.

-----Attachments:-----

Purchase_Order_250502_from_Cartwheel_Robotics.pdf	53.0 KB
---	---------

Subject: Continuing support
From: Steve Rosenbluth <steve@conceptoverdrive.com>
Date: 05/12/2025 03:48 PM
To: Scott LaValley <scott.lavalley@cartwheelrobotics.com>
CC: Office <office@conceptoverdrive.com>

Hi Scott,

'Good to talk to you.

This is what I wrote down of our new agreement. Check it for accuracy:

COI will perform Tech-support on a Time and Materials basis,
At (previous P0) rate of: \$120/hr

Cartwheel will issue a P0 for this.

A \$5K/month cap on billings is in place, which is approx 1 week of work per month.

Paid Net-30 by Cartwheel.

We will talk and concur about working on on larger products which go above that cap.

Proposal: Amounts above 10K/month are paid on a payment plan, at the same rate
as previous plan: \$1100/month

This month (May) COI will track any hours in our database, to be paid on next month's bill.

-Steve

--

Steve Rosenbluth
Concept Overdrive Inc.
tel: 818-980-6691
steve@conceptoverdrive.com
<http://conceptoverdrive.com>

Subject: Re: POs for development & tech support

From: Samantha Conway

<samantha.conway@cartwheelrobotics.com>

Date: 09/08/2025 06:57 PM

To: Scott LaValley <scott.lavalley@cartwheelrobotics.com>,
"steve@conceptoverdrive.com" <steve@conceptoverdrive.com>

CC: Office <office@conceptoverdrive.com>

Thank you, Steve. We appreciate the payment plan on the overage.

I just sent over a new PO for the SW Development as suggested. Both POs set a \$5K monthly budget each, for a total of \$10K/month as needed.

Once I receive the August invoices, I will post them accordingly.

-Samantha



SAMANTHA CONWAY

COO

CARTWHEEL ROBOTICS

6127 RENO HIGHWAY, FALLON, NV 89406

SAMANTHA.CONWAY@CARTWHEELROBOTICS.COM

775.277.1163

From: Steve Rosenbluth <steve@conceptoverdrive.com>

Sent: Wednesday, September 3, 2025 5:03 PM

To: Scott LaValley <scott.lavalley@cartwheelrobotics.com>; Samantha Conway
<samantha.conway@cartwheelrobotics.com>

Cc: Office <office@conceptoverdrive.com>

Subject: POs for development & tech support

Hi Scott and Samantha,

To recap the conversation I just had with Scott:

This months work totaled \$18,180. (significantly discounted)

To keep it simple, I am proposing that Cartwheel issue a new PO for \$5K, for
"August Software Development - Multimedia".

We already have a standing PO which allows for monthly "Tech Support" whose
terms are a \$5K billable cap per month, then anything over that cap goes on a
payment plan. So I propose to use that PO and its terms for the remainder.

In summary:

\$5000 "August Software Development - Multimedia", invoiced now

\$5000 August Tech Support, invoiced now

\$8180 on Payment Plan (paid in parallel with prior payment plan)

As for Scott's question as to what is owed on the previous payment plan, I have attached the current Tally spreadsheet here. (see row 38)

In summary: \$4739.60 is owed on the payment plan.

-Steve

--

Steve Rosenbluth

Concept Overdrive Inc.

tel: 818-980-6691

steve@conceptoverdrive.com

<http://conceptoverdrive.com>

Subject: Purchase Order from Cartwheel Robotics
From: Cartwheel Robotics <quickbooks@notification.intuit.com>
Date: 09/08/2025 06:53 PM
To: steve@conceptoverdrive.com
CC: scott@cartwheel.co, office@conceptoverdrive.com

Dear Concept Overdrive,

Please find our purchase order attached to this email.

Thank you
Cartwheel Robotics

----- Purchase Order Summary -----
Purchase Order # : 250805
Purchase Order Date: 08/30/2025
Total: \$5,000.00
The complete version has been provided as an attachment to this email.

Attachments:-----

Purchase_Order_250805_from_Cartwheel_Robotics.pdf	53.1 KB
---	---------

Subject: Payment Tracker

From: Overdrive Admin <office@conceptoverdrive.com>

Date: 10/02/2025 02:07 PM

To: Samantha Conway <samantha.conway@cartwheelrobotics.com>,
Scott LaValley <scott.lavalley@cartwheelrobotics.com>

CC: Steve Rosenbluth <steve@conceptoverdrive.com>

Hello Scott and Samantha,

Attached is the payment tracker as of today. Steve will call Scott later to discuss.

Thank you,
Katie

--

Office Administrator
Concept Overdrive, Inc
926 N. Lincoln St
Burbank, Ca. 91506
Ph. (818)980-6691
Fax (818)980-6691
office@conceptoverdrive.com

—Attachments:—

cartwheel-payment-tracker.xls

21.5 KB

Subject: Open Invoices

From: Overdrive Admin <office@conceptoverdrive.com>

Date: 11/13/2025 10:16 AM

To: Samantha Conway <samantha.conway@cartwheelrobotics.com>

CC: Scott LaValley <scott.lavalley@cartwheelrobotics.com>, Steve Rosenbluth <steve@conceptoverdrive.com>

Hi Samantha,

Please see attached report of all open invoices to date.
Friendly reminder that these invoices are past due.

Thank you,
Katie

--

Office Administrator
Concept Overdrive, Inc
926 N. Lincoln St
Burbank, Ca. 91506
Ph. (818)980-6691
Fax (818)980-6691
office@conceptoverdrive.com

—Attachments:—

CA_open_invoices_202511.pdf

31.6 KB

Subject: Payment Tracker November 2025

From: Overdrive Admin <office@conceptoverdrive.com>

Date: 11/20/2025 03:32 PM

To: Samantha Conway <samantha.conway@cartwheelrobotics.com>,
Scott LaValley <scott.lavalley@cartwheelrobotics.com>

CC: Steve Rosenbluth <steve@conceptoverdrive.com>

Hello Scott and Samantha,

Attached is the payment tracker as of today.

Steve would like me to convey that it is understood that payments are paused at the moment, but we want you to see the up-to-date invoices tally for future discussion.

Thank you,
Katie

--

Office Administrator
Concept Overdrive, Inc
926 N. Lincoln St
Burbank, Ca. 91506
Ph. (818)980-6691
Fax (818)980-6691
office@conceptoverdrive.com

—Attachments:—

cartwheel-payment-tracker.xls

21.5 KB

Cartwheel Robotics

6127 Reno Hwy
Fallon, NV 89406
775-277-1163
samantha.conway@cartwheelrobotics.com

**Purchase Order**

VENDOR
Concept Overdrive

SHIP TO
Cartwheel Robotics
6127 Reno Hwy
Fallon, NV 89406 US

P.O. 240803
DATE 08/09/2024

DESCRIPTION	QTY	RATE	AMOUNT
Development Environment for EtherCAT			38,284.05
Anything over \$25K we can pay over 12 months.			
TOTAL			\$38,284.05

Approved By

Samantha Conway

Date

8/9/2024

Cartwheel Robotics

6127 Reno Hwy
Fallon, NV 89406
+17752771163
sam@cartwheel.co

**Purchase Order**

VENDOR
Concept Overdrive

SHIP TO
Cartwheel Robotics
6127 Reno Hwy
Fallon, NV 89406 US

P.O. 250502
DATE 05/12/2025

DESCRIPTION	QTY	RATE	AMOUNT
EtherCAT support			5,000.00
\$5K/month cap on billings is in place, which is approx 1 week of work per month	TOTAL		\$5,000.00

Paid Net-30 by Cartwheel.

Approved By

Date

Cartwheel Robotics

6127 Reno Hwy
 Fallon, NV 89406
 +17752771163
 sam@cartwheel.co

**Purchase Order**

VENDOR
 Concept Overdrive

SHIP TO
 Cartwheel Robotics
 6127 Reno Hwy
 Fallon, NV 89406 US

P.O. 250805
 DATE 08/30/2025

DESCRIPTION	QTY	RATE	AMOUNT
August Software Development - Multimedia			5,000.00
\$5K/month cap on billings is in place, which is approx 1 week of work per month	TOTAL		\$5,000.00

Paid Net-30 by Cartwheel.

Approved By

Date

Quotation 1



07/25/24

For: Scott LaValley, Cartwheel
 Project: Development Environment for EtherCAT
 Terms: Services billed monthly, time & materials, Net-30. 33% Advance required.
 Quote valid for 60 days.
This quotation constitutes an offer. Payment of Advance, issuance of a PO or similar email constitute an acceptance creating a binding contract between parties. Hours reported by COI are final and not subject to audit or amendment.

<u>Qty</u>	<u>Hardware</u>	<u>cost ea</u>	<u>ext cost</u>
1	Wiring/Connectors/Expendables for development	350.00	350.00
	<i>Subtotal Hardware</i>		350.00

rate/8hr day:	1200
---------------	------

<u>Qty (days)</u>	<u>Development Services (as-needed)</u>	<u>ext cost</u>
3.44	Electronics/Mechanics	
3	Drives & Motors	
6.41	Devel Environment	
12.91	EtherCAT Master	
2.58	Functional Requirements	
1.5	Documentation	
2	Meetings & Admin	
2	Training	
33.84	<i>Subtotal Services</i>	40608.00
	<i>Subtotal Hardware, Software, Services</i>	40958.00

<i>Customer supplies all necessary development hardware, shipping costs. Customer responsible for 3rd party equipment configuration.</i>

CA sales tax	33.25
USD	\$40,991.25

GRAND TOTAL

Concept Overdrive Inc 818-980-6691 info@conceptoverdrive.com

Quotation 5



05/19/25

For: Scott LaValley, Cartwheel Robotics
 Project: Animatronic system for CAN robot Arms – “Option D”
 Terms: *Hourly time and materials, Billed monthly, Net-30. Quote valid for 60 days.
 Advance of 50% required. 3-week minimum on rentals
 This quotation constitutes an offer. Payment of advance, issuance of a PO or
 similar email constitute an acceptance creating a binding contract between parties.
 Hours reported by COI are final and not subject to audit or amendment.*

<u>Qty</u>	<u>Rentals</u>	<u>cost ea</u>	<u>ext cost</u>
3	OV-one control system computer OEM (weekly) with Overdrive License, CAN support	300.00	900.00
1	Cabling kit for CAN prototyping	125.00	125.00
	<i>Subtotal Hardware</i>	(USD)	1025.00

		(discounted) rate/8hr day:	960
<u>Qty (days)</u>	<u>Development Services – as needed</u>		<u>ext cost</u>
1.5	Harmonic CANopen actuator commissioning		
1	Software & Electronic tech support		
0.25	Meetings & Admin		
2.75	<i>Subtotal Services</i>		2,640.00
	<i>Bank fees</i>		74.00
	<i>(No-tax outside CA)</i>		
GRAND TOTAL			\$3,739.00

* Customer supplies all electronics, pays all shipping costs

Concept Overdrive Inc 818-980-6691 info@conceptoverdrive.com

Quotation 7



06/13/25

For: Scott LaValley, Cartwheel Robotics
 Project: Upper Body software – base on Estimate 7
 Terms: Hourly Time and Materials, Billed monthly, Net-30. Quote valid for 60 days.
 Advance of 30% required.
 This quotation constitutes an offer. Payment of advance, issuance of a PO or similar email constitute an acceptance creating a binding contract between parties.
 Hours reported by COI are final and not subject to audit or amendment.
 Cartwheel is granted a perpetual, non-exclusive license to use any contributed COI code and techniques, for any purpose.

		(discounted)	rate/8hr day:	960	
<u>Qty (days)</u>	<u>Development Services – as needed</u>				<u>ext cost</u>
13.25	CAN Master Implementation				
2.5	Electronics/Mechanics				
3	Drives & Motors				
3	Eye Interfacing				
5.5	Video camera				
2.75	Channel Object Control				
2.75	Devel Environment, Sysadmin				
1	Axis API				
6	Threading				
1	Config				
3.05625	Functional Requirements				
1	Documentation				
0.5	Training				
1	Meetings & admin				
0.5	Procurement & Shipping				
46.81					
	<i>Subtotal Services</i>				44,934.00
	<i>Bank fees</i>				0.00
	<i>(No-tax outside CA)</i>				
GRAND TOTAL					\$44,934.00

* Customer supplies all electronics, pays all shipping costs

Concept Overdrive Inc 818-980-6691 info@conceptoverdrive.com

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this “*Agreement*”) is entered into between CARTWHEEL ROBOTICS, a Delaware corporation (the “*Company*”) and the recipient named on the signature page hereto (the “*Other Signatory*”) as of November 20, 2023 (the “*Effective Date*”), to protect the confidentiality of certain confidential information of the Company or of Other Signatory to be disclosed under this Agreement solely for use in evaluating or pursuing a business relationship between the parties (the “*Permitted Use*”). Company and Other Signatory may be referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

1. As used herein, the “*Confidential Information*” of a Party will mean any and all technical and non-technical information disclosed by such Party (the “*Disclosing Party*”) to the other Party (the “*Receiving Party*”), which may include without limitation: (a) patent and patent applications; (b) trade secrets; (c) proprietary and confidential information, ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the Parties, such as information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans; (d) third-party confidential information, including without limitation all information of or about Disclosing Party’s clients; and prospects included with or incorporated in any information provided by Disclosing Party, whether or not marked or indicated as confidential; and (d) all other information that the Receiving Party knew, or reasonably should have known, was the Confidential Information of the Disclosing Party.

2. Subject to Section 3, the Receiving Party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information of the Disclosing Party, except as approved in writing by the Disclosing Party, and will use the Confidential Information of the Disclosing Party for no purpose other than the Permitted Use. The Receiving Party will also protect such Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own Confidential Information, but in no case, less than reasonable care. The Receiving Party will limit access to the Confidential Information of the Disclosing Party to only those of the Receiving Party’s employees or authorized representatives having a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein.

3. The Receiving Party will not have any obligations under this Agreement with respect to a specific portion of the Confidential Information of the Disclosing Party if such Receiving Party can demonstrate with competent evidence that such portion of Confidential Information:

- (a) was in the public domain at the time it was disclosed to the Receiving Party;
- (b) entered the public domain subsequent to the time it was disclosed to the Receiving Party, through no fault of the Receiving Party;
- (c) was in the Receiving Party’s possession free of any obligation of confidence at the time it was disclosed to the Receiving Party;
- (d) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was disclosed to the Receiving Party; or

(e) was developed by employees or agents of the Receiving Party who had no access to any Confidential Information.

4. Notwithstanding the above, the Receiving Party may disclose certain Confidential Information of the Disclosing Party, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* the Receiving Party provides the Disclosing Party with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

5. The Receiving Party will immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Confidential Information of the Disclosing Party.

6. Upon termination or expiration of this Agreement, or upon written request of either Party, each Party will promptly return to the Disclosing Party or destroy all documents and other tangible materials representing the Disclosing Party's Confidential Information and all copies thereof.

7. Confidential Information is and shall remain the sole property of the Disclosing Party. The Receiving Party recognizes and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Disclosing Party, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither Receiving Party will make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the Disclosing Party. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of either Party to enter into any further agreement with the other, license any products or services to the other, or to require either Party to disclose any particular Confidential Information. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the Parties.

8. The Receiving Party will not reproduce the Confidential Information of the Disclosing Party in any form except as required to accomplish the intent of this Agreement. Any reproduction by a Receiving Party of any Confidential Information of the Disclosing Party will remain the property of the Disclosing Party and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Disclosing Party.

9. This Agreement will terminate three and a half (3.5) year(s) after the Effective Date, or may be terminated by either Party at any time upon thirty (30) days written notice to the other Party. Each Party's obligations under this Agreement will survive termination of this Agreement and will be binding upon such Party's heirs, successors, and assigns. Each Party's obligations with respect to all Confidential Information of the other Party will terminate only pursuant to Section 3.

10. THE DISCLOSING PARTY IS PROVIDING CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS FOR USE BY THE RECEIVING PARTY AT ITS OWN RISK. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

11. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to

this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware in each case located in the city of Reno and County of Washoe or the city of Burbank and County of Los Angeles, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

12. Each Party acknowledges that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by the Receiving Party or its representatives. Therefore, in addition to all other remedies available at law (which the Disclosing Party does not waive by the exercise of any rights hereunder), the Receiving Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the Receiving Party hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim. In the event that either Party institutes any legal suit, action, or proceeding against the other Party arising out of or relating to this Agreement, the prevailing Party in the suit, action, or proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

13. The Receiving Party shall defend, indemnify, and hold harmless the Disclosing Party, its affiliates, and their respective shareholders, officers, directors, employees, agents, successors, and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, in connection with any third-party claim, suit, action, or proceeding arising out of or resulting from a breach of this Agreement by the Receiving Party or any of its representatives.

14. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

15. Neither Party will communicate any information to the other Party in violation of the proprietary rights of any third party.

16. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void, except that a Party may assign this Agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets. The terms of this Agreement shall be binding upon assignees.

17. The Receiving Party will not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.

18. All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set forth at the end of this Agreement or such other address as either Party may specify in writing.

19. Each Party agrees that the software programs of the other Party contain valuable confidential information and each Party agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the other Party without the prior written consent of the other Party.

20. This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such matters. No modification of or amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.

[Remainder of page intentionally left blank]

The parties have executed this Non-Disclosure Agreement as of the Effective Date.

COMPANY:

CARTWHEEL ROBOTICS, INC.

By: Scott LaValley

Name: Scott LaValley

Title: CEO/Founder

Address: 6127 Reno Hwy
Fallon, NV 89406

OTHER SIGNATORY:

Steve Rosenbluth

Name of Other Signatory (Please Print)

Steve Rosenbluth

Steve Rosenbluth (Aug 20, 2024 12:37 PDT)

Signature

President - COI

Title (if applicable)

Address: 926 N Lincoln St
Burbank CA 91506

Form of Non-Disclosure Agreement (Mutual)

Final Audit Report

2024-08-20

Created:	2024-08-20
By:	Samantha Conway (samantha.conway@cartwheelrobotics.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsrsmdNUK6q5gprTCacZraSpdM8UaU1Xt

"Form of Non-Disclosure Agreement (Mutual)" History

-  Document created by Samantha Conway (samantha.conway@cartwheelrobotics.com)
2024-08-20 - 7:27:25 PM GMT- IP address: 64.113.173.207
-  Document emailed to Steve Rosenbluth (steve@conceptoverdrive.com) for signature
2024-08-20 - 7:27:30 PM GMT
-  Document emailed to Scott LaValley (scott.lavalley@cartwheelrobotics.com) for signature
2024-08-20 - 7:27:30 PM GMT
-  Email viewed by Steve Rosenbluth (steve@conceptoverdrive.com)
2024-08-20 - 7:32:57 PM GMT- IP address: 104.182.174.186
-  Document e-signed by Steve Rosenbluth (steve@conceptoverdrive.com)
Signature Date: 2024-08-20 - 7:37:21 PM GMT - Time Source: server- IP address: 104.182.174.186
-  Email viewed by Scott LaValley (scott.lavalley@cartwheelrobotics.com)
2024-08-20 - 10:36:52 PM GMT- IP address: 64.113.173.207
-  Document e-signed by Scott LaValley (scott.lavalley@cartwheelrobotics.com)
Signature Date: 2024-08-20 - 10:37:20 PM GMT - Time Source: server- IP address: 64.113.173.207
-  Agreement completed.
2024-08-20 - 10:37:20 PM GMT

License Agreement for Motion Control Sources
2025-11-13

In consideration for 2025 software development contracts fully executed, COI hereby grants Cartwheel Robotics ("Cartwheel") a non-exclusive, perpetual License to use certain motion control source code (the "Sources"), for any commercial purpose. The specific source code in question is the "channel.cpp" class and its associated header files, listed in Appendix A which is attached hereto and made a part of this Agreement.

The Sources delivered to Cartwheel are a derivative of COI's original "channel.cpp" class, which is copyrighted by COI and to which COI retains all right, title and interest.

There are no royalties due to COI for the use of the Sources, nor for the sale of the Sources when incorporated into a larger body of work developed by Cartwheel. This License is transferable in the event that Cartwheel is acquired or reincorporated under a new name.

This License is restricted to in-house use of the Sources at Cartwheel, the Sources may not be published as open-source so as to be accessible by the general public, nor incorporated into any GPL code-base.

Signed and Agreed,



2025-11-13

Steve Rosenbluth
Concept Overdrive Inc.

Appendix A.

Itemization of the Sources delivered to Cartwheel:

mt_channel.cpp	(derivative of channel.cpp)
mt_channel.h	(derivative of channel.h)
mt_channel_data.h	(derivative of channel_data.h)
mt_ctlsys_types.h	(derivative of ctlsys_types.h)
mt_curve_smooth_data.h	(derivative of curve_smooth_data.h)