UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:

Cartwheel Robotics, Inc.,

Debtor.

Case No. 26-50278-HLB

6127 RENO HWY LLC RESPONSE TO SUBPOENA AND SUMMARY OF INFORMATION AVAILABLE

Submitted by:

6127 Reno Hwy LLC

By: William LaValley, Manager

6127 Reno Hwy LLC
William (Bill) LaValley
Managing Member
6127 Reno Hwy, Fallon NV 89406
415-254-6409

June 3, 2026

Bradley G. Sims
Chapter 7 Trustee
1344 Disc Dr #1138
Sparks, NV 89436

Response to:
trustee@trusteesims.com

RE: In re CARTWHEEL ROBOTICS INC. (26-50278-hlb)

To whom it may concern

Landlord Information

6127 Reno Hwy, LLC
Domestic Limited-Liability Company (86)
NV Business ID: NV20243084417
Formation Date: 3/28/2024

Cartwheel Robotics unpaid rent leading up to the ownership change of 6127 Reno Hwy Fallon Nevada to 6127 Reno Hwy LLC.

Cartwheel Robotics payment history, half deferred rent evolving to fully deferred was approved for one year at the end of that year the landlord was ready to end the lease evict Cartwheel Robotics and foreclose on all of the equipment to satisfy unpaid rent.

March 15, 2023, Cartwheel Robotics Requested half payment of rent and half deferred, they were short on cash and it appeared there were sufficient assets to satisfy if cartwheel were to fail. (2022-09 Personal Property Tax Churchill County showed $82,158 of assets at cost.)

August 31, 2023, Cartwheel Robotics Inform the landlord they were unable to pay any rent. Cartwheel Robotics had a significant amount of equipment that would appear to cover any deferred rent. It was agreed that deferments until the following April, 12 months of deferred rent Would be the limit.

6127 Reno Hwy LLC handling of Unpaid Rent

May 1, 2024, the property known as 6127 Reno Highway, Fallon Nevada was sold to 6127 Reno Hwy LLC, along with associated agreements.

April 29, 2024, The Landlord was advised that Cartwheel Robotics has signed a Term Sheet to raise $5M and they would be able to get outstanding rent satisfied when the investment round closed. The deferred rent was extended based on new input.

June 26, 2024, the landlord was advised there was a new term sheet signed, with a lower valuation and only raising $1M. This increased concern regarding Cartwheel Robotics' ability to satisfy its obligations.

July 25, 2024, the investor was unwilling to pay the deferred rent (2024-07-25 Gene Wong Questioning Payables). The outstanding deferred rent was on the Cartwheel Robotics Balance Sheet. The landlord's option was to terminate the lease and evict Cartwheel Robotics for nonpayment and foreclose on assets to satisfy back rent.

July 29, 2024, A couple days after these discussions Cartwheel Robotics presented a secured Note that would be due in about 16 months, and all the assets would secure the note. A secured Note was created by Craig Macy, the attorney for Cartwheel Robotics. The Landlord relied upon the documentation provided and did not participate in the legal representation or business arrangements between Cartwheel Robotics and its investors.

Monthly rent was paid for August. Unpaid utilities were paid to the Landlord.

Picture dated October 30, 2024, most of the equipment existed before the investor put money into Cartwheel Robotics. This was some of the collateral for the secured note.

Note Maturity

Oct 7, 2025, Was getting concerned about possibility of acquisitions or additional financing for Cartwheel Robotics with note coming due, so I scheduled a meeting with our attorney in Carson City. We reviewed the Secured Note and Lease to be sure that everything was proper. He advised that we file UCC, because other organizations may be involved with Cartwheel Robotics. Up to this point a UCC was of little value because everyone involved was aware of the secure note for unpaid rent.

Oct 17, 2025, Engineered Arts proposed to acquire Cartwheel Robotics and asked to defer the promissory note that was coming due to the LLC (see 2025-10-21 Engineered Arts Holding Company, Inc.). They also mention offering cartwheel a secure loan as part of the M&A.

Foreclosure of Secured Note

Nov 24, 2025, The Managing Member for 6127 Reno Hwy LLC (further referred to as Landlord) called the Note dated July 29, 2024, for failure to pay at maturity date November 8, 2025.

Dec 2, 2025, a notice of Strict Foreclosure was delivered to Scott LaValley, Sole Director of Cartwheel Robotics. An appraisal of Cartwheel Robotics assets showed a value far less that the amounts due.

Dec 4, 2025, the Landlord delivered a Strict Foreclosure Follow-up and on December 5, 2025, Cartwheel Robotics acknowledged and accepted the Strict Foreclosure

Dec 5, 2025, the Strict Foreclosure was signed by Cartwheel and included a copy of the board resolution. My understanding at the time, was that it was prepared by their corporate attorney.

Cartwheel Robotics Eviction

Dec 8, 2025, Seven-day Notice of Eviction for Non-payment of Rent sent to Scott LaValley Cartwheel Robotics.

Dec 12, 2025, Notice of Voluntary Vacation of Premises

Personal Property Insurance

Dec 18, 2025, Increased Personal Property insurance by $300K. Had to cover all property left behind, which included leased equipment.

Proposal for a new tenant

Dec 23, 2025, Engineered Arts 6127 Reno Hwy Lease Proposal

Notice to Cartwheel regarding Asset Recovery

Feb 4, 2026, An email thread between the Cartwheel Robotics attorney, Reno Seed Fund attorney, State of Nevada attorney, and Engineered Arts attorney regarding asset recovery, and included the appraisal. There was no response back. The Landlord just wanted to be made whole. At this point, nearly two months had passed since the Strict Foreclosure. The majority of the assets remained substantially untouched within the facility, and neither Cartwheel Robotics nor any investor had attempted to recover, redeem, purchase, or otherwise reclaim those assets. Based on those circumstances, the

Landlord had no reason to believe there was value in the assets above the obligations owed to the Landlord.

Property Disposition

Following the Strict Foreclosure, the Landlord understood that it had acquired rights to the collateral described in the foreclosure documents and could retain, use, or dispose of assets in an effort to recover a portion of the amounts owed. The Strict Foreclosure was accepted by Cartwheel Robotics, and no party subsequently sought to redeem or recover the collateral.

The Landlord did not conduct a detailed inventory of the collateral and generally relied upon the appraisal and the assets present at the facility. During the process of securing and recovering the property, it appeared that certain items referenced in the appraisal were not present at the premises.

While following up regarding property believed to belong to a third party, I contacted Doug at Oddie concerning an office partition identified in Fallon. During that discussion, I became aware that certain desks and chairs associated with Cartwheel Robotics had been left at the Oddie District facility. Because these were relatively low-value items and the cost of transportation and recovery would likely exceed their value, it was agreed that those items would remain at Oddie District in exchange for the office petition remaining at the Fallon facility.

The note contains provisions relating to intellectual property. I didn't write the note, the Cartwheel attorney did. The Landlord has no expertise regarding intellectual property and was not involved in the development, ownership, management, or valuation of any intellectual property associated with Cartwheel Robotics. The Landlord did not maintain any cloud-based accounts or remote file systems associated with Cartwheel Robotics.

Physical items have either been sold, placed into storage, or retained for ordinary property operations. Some items remain stored in the building as there is currently no other place to put them. The goal has been to clear the space so we can rent the building and start much needed revenue again after 6 months of no rent.

It took until May 1 to get all of the leased equipment removed from the property and clear all of the leasing companies leases. The leasing companies have been made whole.

Property damage that was done from a four-year tenant that has to be taken care of. There is hazardous waste that has to be disposed of. It's going to take another month, through June, to complete the cleaning up of building 2 for a new tenant.

Over the past couple of years there has been a significant amount of property maintenance that should have been done, but the money was not there for doing it because of nonpayment of rent. A small amount of money has been realized from selling a Cartwheel Robotics car and disposing of all of the heavy equipment that was in the back of building 2.

Further Damages

The Landlord is still short on the original amount due and has incurred significant additional costs. Six months unpaid rent just to clear the facility, many hours dealing with the leasing companies, auction house and physically clearing the space, and now facing tenant repairs and clearing of hazardous waste. The amount recovered to date isn't even enough to cover the costs and loss of revenue since the foreclosure. When rent was deferred and in the period after the foreclosure, the property still had real expenses to pay, including property tax, insurance, utilities, labor, maintenance, and notes payable. Real property is not free.

The subpoena and related requests have also prevented the Landlord from continuing efforts to sell or dispose of remaining property at the facility. Some assets and materials still occupy the building and prevent the space from being cleared for a new tenant. We had a real estate agent ready to take photos and list the property, and we are now forced to delay doing so. This continues to cause additional damages to the Landlord. The Landlord cannot recover money through the sale of assets and cannot generate rental income from a new tenant while the space remains occupied.

Conclusion

The information provided above reflects my knowledge of the relationship between the Landlord and Cartwheel Robotics, together with the records reasonably available to me in the ordinary course of business. The Landlord's involvement was limited to its role as property owner, landlord, and secured creditor. The relationship was always conducted at arm's length.

I have no intellectual knowledge or understanding of anything about the Cartwheel Robotics business, about the Cartwheel Robotics product or the Cartwheel Robotics IP, if there is such a thing. There was never communication with Scott LaValley about his product. I never saw the robot walk in person, I saw it on LinkedIn. The same applies to any assets that may have belonged to Cartwheel Robotics. I would not know how to identify what is important, what is not important, what may have value, or what may be related to the Cartwheel Robotics business. This applies to physical property, files, software, records, or any potential intellectual property. While the Landlord may have obtained title to property through the foreclosure process, that does not mean the Landlord has any understanding of what that property is or what significance it may have. It would require someone with knowledge of Cartwheel Robotics and its engineering to review and sort through those materials and determine what they are.

The Landlord has attempted to cooperate fully by providing a factual summary and supporting records relating to that limited role. Requests seeking information beyond the Landlord's involvement, knowledge, possession, custody, or ordinary business records may require substantial time and effort to locate, assemble, or reconstruct and may impose a significant burden on the Landlord, and are likely beyond my capability.

Sincerely,

William (Bill) Lavalley
President, Autonomous Ops, Inc.

Exhibit List

Exhibit A	2022-09 Personal Property Tax Churchill County
Exhibit B	2023-09-15 Personal Property Tax Churchill County
Exhibit C	2024-07-25 Gene Wong Questioning Payable
Exhibit D	2024-07-29 Secured Promissory Note - Attrny Macy and Peters
Exhibit E	2025-03-31 Balance Sheet Showing Liability
Exhibit F	2025-10-21 UCC Financing Statement
Exhibit G	2025-10-21 Engineered Arts Holding Company, Inc
Exhibit H	2025-11-24 Secured Promissory Note Past Maturity Date
Exhibit I	2025-12-02 Notice of Strict Foreclosure
Exhibit J	2025-12-04 Notice of Strict Foreclosure - Followup
Exhibit K	2025-12-05 Notice of Strict Foreclosure Acknowledgement and Resolution
Exhibit L	2025-12-08 Seven-Day Notice of Eviction
Exhibit M	2025-12-12 Notice of Voluntary Vacation of Premises
Exhibit N	2025-12-19 State Farm Insurance
Exhibit O	2025-12-23 Engineered Arts 6127 Reno Hwy Lease Proposal
Exhibit P	2026-02-04 Email Thread re Asset Recovery

Exhibit A

Property Information

Account Number
CE004020
Tax Year
2023
Account Status
ACTIVE
Return Status
6) Completed
Date Returned
City
Owner Name
CARTWHEEL ROBOTICS INC, SAMANTHA CONWAY
Owner Address
6127 RENO HWY
FALLON, NV, 894068392
Tax District
020
Account Type
COMMERICAL EQ
Parcel Number
00857306
Site Address
6127 RENO HWY
FALLON NV 89406
Tax Rate
2.8629
Total Tax Fiscal Year (2022 - 2023)
$814.47
Total Unpaid All Years
$874.35

Pay Taxes

Assets

10 entries per page   Search:

Asset	Cost	Taxable Value	Assessed Value
0-4" DIGIMATIC CALIPER	$130.00	$130.00	$45.50
0-4" DIGIMATIC CALIPER	$130.00	$130.00	$45.50
0-4" DIGIMATIC CALIPER	$130.00	$130.00	$45.50
0-6" DIGIMATIC CALIPER	$129.00	$129.00	$45.15
0-6" DIGIMATIC CALIPER	$129.00	$129.00	$45.15
0-6" DIGIMATIC CALIPER	$129.00	$129.00	$45.15
0-8" DIGIMATIC CALIPER	$179.00	$179.00	$62.65
1" SETTING RING	$183.00	$183.00	$64.05
1.2" SETTING RING	$175.00	$175.00	$61.25
1.5 G VACUUM DEGASSING CHAMBER - PUMP & CHAMBER	$150.00	$150.00	$52.50
Total	**$82,158.00**	**$81,259.00**	**$28,440.65**

Showing 1 to 10 of 139 entries   « ‹ 1 2 3 4 5 … 14 › »

Related Names

OWNER
CARTWHEEL ROBOTICS INC, SAMANTHA CONWAY
Mailing Address
6127 RENO HWY

FALLON, NV 89406-8392
Status
Current

Billing

Installment	Date Due	Tax Billed	Penalty/Interest	Total Due	Amount Paid	Total Unpaid
3	2/8/2023	$814.47	$0.00	$814.47	$814.47	$0.00
Total		**$814.47**	**$0.00**	**$814.47**	**$814.47**	**$0.00**

Payment History

	Fiscal Year	Total Due	Total Paid	Amount Unpaid
>	(2025 - 2026)	$874.35	$0.00	$874.35
>	(2024 - 2025)	$1,109.56	$1,109.56	$0.00
>	(2023 - 2024)	$1,616.25	$1,616.25	$0.00
>	(2022 - 2023)	$814.47	$814.47	$0.00

Exhibit B

Property Information

Account Number
CE004020
Tax Year
2024
Account Status
ACTIVE
Return Status
7) Billed
Date Returned
9/15/2023
City
Owner Name
CARTWHEEL ROBOTICS INC, SAMANTHA CONWAY
Owner Address
6127 RENO HWY
FALLON, NV, 894068392
Tax District
020
Account Type
COMMERICAL EQ
Parcel Number
00857306
Site Address
6127 RENO HWY
FALLON NV 89406
Tax Rate
2.8629
Total Tax Fiscal Year (2023 - 2024)
$1,616.25
Total Unpaid All Years
$874.35

Pay Taxes

Assets

10 entries per page Search:

Asset	Cost	Taxable Value	Assessed Value
0-4" DIGIMATIC CALIPER	$130.00	$103.00	$36.05
0-4" DIGIMATIC CALIPER	$130.00	$103.00	$36.05
0-4" DIGIMATIC CALIPER	$130.00	$103.00	$36.05
0-6" DIGIMATIC CALIPER	$129.00	$103.00	$36.05
0-6" DIGIMATIC CALIPER	$129.00	$103.00	$36.05
0-6" DIGIMATIC CALIPER	$129.00	$103.00	$36.05
0-8" DIGIMATIC CALIPER	$179.00	$142.00	$49.70
1" SETTING RING	$183.00	$146.00	$51.10
1.2" SETTING RING	$175.00	$139.00	$48.65
1.5 G VACUUM DEGASSING CHAMBER - PUMP & CHAMBER	$150.00	$146.00	$51.10
Total	**$165,547.00**	**$146,637.00**	**$51,322.95**

Showing 1 to 10 of 212 entries

« ‹ 1 2 3 4 5 … 22 › »

Related Names

OWNER
CARTWHEEL ROBOTICS INC, SAMANTHA CONWAY
Mailing Address
6127 RENO HWY

FALLON, NV 89406-8392
Status
Current

Billing

Installment	Date Due	Tax Billed	Penalty/Interest	Total Due	Amount Paid	Total Unpaid
3	12/28/2023	$1,469.32	$146.93	$1,616.25	$1,616.25	$0.00
Total		**$1,469.32**	**$146.93**	**$1,616.25**	**$1,616.25**	**$0.00**

Payment History

Fiscal Year	Total Due	Total Paid	Amount Unpaid
(2025 - 2026)	$874.35	$0.00	$874.35
(2024 - 2025)	$1,109.56	$1,109.56	$0.00
(2023 - 2024)	$1,616.25	$1,616.25	$0.00
(2022 - 2023)	$814.47	$814.47	$0.00

Exhibit C

Outlook

Re: Cartwheel - Requested Information

From Gene Wong <gene@renoseedfund.com>
Date Thu 7/25/2024 8:15 PM
To Samantha Conway <samantha.conway@cartwheelrobotics.com>
Cc Scott LaValley <scott.lavalley@cartwheelrobotics.com>; Craig Macy <cmacy@macypeterslaw.com>

3 attachments (117 KB)
2024.06.30 CW Robotics - BS.pdf; 2024.06.30 CW Robotics - P&L.pdf; 2024.06.30 CW Robotics - AP Summary.pdf;

Sam:
Some questions regarding your financials:
1. What are the terms of the $30k shareholder loan?
2. Your financials show that you have a Working Capital deficit of over $100k! Not good.
3. What are the details behind your $83k of Accounts Payable?
Please send us an Aged Accounts Payable-with details of who is owed what and did what expenses.
We do want any of the new investment funds to pay off large loans or accounts payable.

Please reconcile the above, before we close.
Gene

Sent from my iPhone

> On Jul 25, 2024, at 4:01 PM, Samantha Conway <samantha.conway@cartwheelrobotics.com> wrote:
>
> Hi Gene –
>
> The information you requested is attached. Please let me know if you need anything else.
>
> SAMANTHA CONWAY
> COO
> CARTWHEEL ROBOTICS
> A 6127 RENO HIGHWAY, FALLON, NV 89406
> E SAMANTHA.CONWAY@CARTWHEELROBOTICS.COM
> M 775.277.1163
>
> Company: Cartwheel Robotics
>
> Bank: Bank of America
>
> Account #: 501027460685
>
> ABA Routing #: 122400724
>
> Wire #: 026009593

Cartwheel Robotics

A/P Aging Summary

As of June 30, 2024

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Autonomous Ops, Inc		6,450.00	6,682.75	534.66	5,413.00	$19,080.41
Bank of America	1,278.36	962.77	2,955.72	5,433.21	36,140.00	$46,770.06
CFO Particeps, LLC	525.00				2,887.50	$3,412.50
Churchill County					1,469.32	$1,469.32
CNC Associates		4,877.18				$4,877.18
Delaware - Franchise Tax Board					-350.00	$ -350.00
Machinery Finance Resources	1,229.82					$1,229.82
Macy & Peters, PLLC					3,500.00	$3,500.00
Obray Williams		960.00				$960.00
Subaru Motor Finance	660.84	675.84				$1,336.68
Travelers Insurance		1,609.80				$1,609.80
TOTAL	$3,694.02	$15,535.59	$9,638.47	$5,967.87	$49,059.82	$83,895.77

Cartwheel Robotics

Balance Sheet

As of June 30, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash	0.00
1001 Checking*0672	15,160.21
1002 Deposit*0685	96.00
1003 Reserves-1*0698	0.08
1004 ExpensifyChecking*2292	60.89
1005 Lease Guarantees*2302	12.71
1006 Reserves-2 *2315	0.01
1010 WaFD Savings	0.00
Total Bank Accounts	$15,329.90
Accounts Receivable	
1200 Accounts receivable (A/R)	0.00
Total Accounts Receivable	$0.00
Other Current Assets	
1300 Prepaid expenses	5,000.00
Total Other Current Assets	$5,000.00
Total Current Assets	$20,329.90
Fixed Assets	
1400 Furniture & fixtures	242.08
1410 Tools, machinery, and equipment	590,484.20
1460 Vehicles	39,021.85
Total Fixed Assets	$629,748.13
Other Assets	
1510 Startup & organizational costs	18,175.10
Security deposits	1,711.41
Total Other Assets	$19,886.51
TOTAL ASSETS	$669,964.54
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable (A/P)	83,895.77

Cartwheel Robotics

Balance Sheet

As of June 30, 2024

	TOTAL
Total Accounts Payable	**$83,895.77**
Credit Cards	
2301 CC - Scott *7085	0.00
2302 Sam CC *7621	0.00
2303 AMEX*1004	8,829.38
2311 CC - Scott Personal	-313.75
2312 CC - Sam Personal	1,314.30
2313 CC A-OPS	0.00
2320 Expensify CC	0.00
Total Credit Cards	**$9,829.93**
Other Current Liabilities	
2350 Payroll wages and tax to pay	
Employee Deductions/Garnishments	0.00
Wages to pay	0.00
Total 2350 Payroll wages and tax to pay	**0.00**
2400 Short-term loans from shareholders	30,000.00
Nevada Department of Taxation Payable	0.00
Out Of Scope Agency Payable	0.00
Short-term business loans	0.(
Total Other Current Liabilities	**$30,000.00**
Total Current Liabilities	**$123,725.70**
Long-Term Liabilities	
2381 Long-term business loans	
2381.01 Autonomous Ops	67,725.00
2381.02 CFO Particeps	10,212.50
Total 2381 Long-term business loans	**77,937.50**
2500 Equipment Financing	0.00
2500.01 Vacuum Oven	11,153.35
2500.02 Subaru	14,277.27
2500.03 Mill/Lathe	38,574.94
2500.04 Lenovo Laptops	-793.19
2500.05 Haas Mill	78,091.46
2500.06 Mitutoyo Inspection	29,182.75
2500.07 Haas Lathe	94,553.31
Total 2500 Equipment Financing	**265,039.89**
Total Long-Term Liabilities	**$342,977.39**
Total Liabilities	**$466,703.09**
Equity	
3200 Retained Earnings	324,204.22
Common stock	-1,184.
Founders Equity	14,400.00

Cartwheel Robotics

Balance Sheet

As of June 30, 2024

	TOTAL
SAFE Investments	18,000.00
Net Income	-152,158.60
Total Equity	**$203,261.45**
TOTAL LIABILITIES AND EQUITY	**$669,964.54**

Cartwheel Robotics

Profit and Loss

January - June, 2024

	TOTAL
Income	
4200 Engineering Services Income	51,800.00
Total Income	**$51,800.00**
Cost of Goods Sold	
5999 COGS - irad Expenses	
5999.02 irad Materials	2,243.03
Total 5999 COGS - irad Expenses	2,243.03
Total Cost of Goods Sold	**$2,243.03**
GROSS PROFIT	**$49,556.97**
Expenses	
6500 Insurance	
Liability insurance	-23,882.00
Property insurance	171.93
Total 6500 Insurance	-23,710.07
6540 Interest paid	
Credit card interest	5,903.94
Lease interest	4,228.77
Total 6540 Interest paid	10,132.7'
6600 Business licenses	650.0ι
6640 General business expenses	
Bank fees & service charges	353.29
Memberships & subscriptions	609.54
Total 6640 General business expenses	962.83
6660 Office expenses	
Office Snacks	423.52
Office supplies	52.70
Shipping & postage	497.38
Small tools & equipment	210.89
Software & apps	3,828.75
Total 6660 Office expenses	5,013.24
6760 Rent	
Building & land rent	32,250.00
Equipment rental	322.00
Total 6760 Rent	32,572.00
6800 Taxes paid	
DE State Taxes	850.00
Payroll taxes	1,818.52
Property taxes	551.60
Total 6800 Taxes paid	3,220.12

Cartwheel Robotics

Profit and Loss

January - June, 2024

	TOTAL
6900 Utilities	
Electricity	1,818.15
Internet	950.90
Phone service	551.42
Total 6900 Utilities	3,320.47
Advertising & marketing (branding)	960.00
Social media	29.00
Total Advertising & marketing (branding)	989.00
Contract labor	3,500.00
Employee benefits	
Workers' compensation insurance	-4,041.17
Total Employee benefits	-4,041.17
Employee Recognition	200.00
Legal & accounting services	
Legal Fees	1,500.00
Total Legal & accounting services	1,500.00
Meals	
Meals with clients	63.12
Travel meals	586.60
Total Meals	649.72
Payroll expenses	
Salaries & wages	49,854.00
Total Payroll expenses	49,854.00
Travel	
Airfare	924.96
Hotels	1,525.96
Taxis or shared rides	221.33
Total Travel	2,672.25
Total Expenses	$87,485.10
NET OPERATING INCOME	$ -37,928.13
Other Income	
Credit card rewards	352.31
Interest earned	23.03
Total Other Income	$375.34
Other Expenses	
6030 Vehicle expenses	
Parking & tolls	97.99
Vehicle gas & fuel	291.50
Vehicle insurance	1,932.91
Vehicle registration	467.00

Cartwheel Robotics

Profit and Loss

January - June, 2024

	TOTAL
Vehicle repairs	128.49
Total 6030 Vehicle expenses	2,917.89
Total Other Expenses	$2,917.89
NET OTHER INCOME	$ -2,542.55
NET INCOME	$ -40,470.68

Exhibit D

Outlook

Secured Promissory Note and Security Agreement

From Craig Macy <cmacy@macypeterslaw.com>
Date Mon 7/29/2024 3:08 PM
To Samantha Conway <samantha.conway@cartwheelrobotics.com>; Scott LaValley <scott.lavalley@cartwheelrobotics.com>

4 attachments (199 KB)

Promissory Note (Soctt LaValley).docx; Promissory Note (Samantha Conway).docx; Security Agreement - All Assets (Scott LaValley).docx; Security Agreement - All Assets (Samantha Conway).docx;

See attached. Highlighted areas need to be completed.

Craig Macy
Partner

https://www.linkedin.com/in/craigmacy/
1 (775) 251-0300 (office)
1 (775) 301-5899 (direct)
1 (415) 518-0061 (mobile)

M|P

MACY & PETERS

SECURED PROMISSORY NOTE

$87,075

FOR VALUE RECEIVED, and subject to the terms and conditions set forth herein, Cartwheel, Inc., a Delaware corporation (the "**Borrower**"), hereby unconditionally promises to pay to the order of 6127 Reno Hwy LLC or its assigns (the "**Noteholder,**" and together with the Borrower, the "**Parties**"), the aggregate of all amounts the Noteholder has disbursed to the Borrower pursuant to Section 2.2, together with all accrued interest thereon as provided in this Promissory Note (the "**Note**").

1. Definitions; Interpretation.

1.1 Capitalized terms used herein shall have the meanings set forth in this Section 1.

"**Advance**" means each disbursement made by the Noteholder to the Borrower pursuant to Section 2.2.

"**Affiliate**" as to any Person, means any other Person that, directly or indirectly through one or more intermediaries, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10 % or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"**Anti-Corruption Laws**" means all laws, rules, and regulations of any jurisdiction applicable to the Borrower from time to time concerning or relating to bribery or corruption, including the United States Foreign Corrupt Practices Act of 1977.

"**Anti-Terrorism Laws**" means all laws, rules, and regulations of any jurisdiction related to money laundering or financing terrorism including the USA PATRIOT Act, The Currency and Foreign Transactions Reporting Act (31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959) (also known as the "Bank Secrecy Act"), the Trading With the Enemy Act (50 U.S.C. § 1 et seq.) and Executive Order 13224 (effective September 24, 2001).

"**Applicable Rate**" means the rate equal to eight percent (8%).

"**Beneficial Ownership Regulation**" has the meaning set forth Section 12.10.

"**Borrower**" has the meaning set forth in the introductory paragraph.

"**Borrowing Notice**" has the meaning set forth in Section 2.2.

"Business Day" means a day other than a Saturday, Sunday, or other day on which commercial banks in Reno, Nevada are authorized or required by law to close.

"Commitment Period" means the period from the date hereof to the Maturity Date.

"Debt" of the Borrower, means all (a) indebtedness for borrowed money; (b) obligations for the deferred purchase price of property or services, except trade payables arising in the ordinary course of business; (c) obligations evidenced by notes, bonds, debentures, or other similar instruments; (d) obligations as lessee under capital leases; (e) obligations in respect of any interest rate swaps, currency exchange agreements, commodity swaps, caps, collar agreements, or similar arrangements entered into by the Borrower providing for protection against fluctuations in interest rates, currency exchange rates, or commodity prices, or the exchange of nominal interest obligations, either generally or under specific contingencies; (f) obligations under acceptance facilities and letters of credit; (g) guaranties, endorsements (other than for collection or deposit in the ordinary course of business), and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any Person, or otherwise to assure a creditor against loss, in each case, in respect of indebtedness set out in clauses (a) through (f) of a Person other than the Borrower; (h) indebtedness set out in clauses (a) through (g) of any Person other than Borrower secured by any lien on any asset of the Borrower, whether or not such indebtedness has been assumed by the Borrower, and (i) indebtedness of any partnership, unlimited liability company, or unincorporated joint venture in which the Borrower is a general partner, member, or a joint venturer, respectively (unless such Debt is expressly made non-recourse to the Borrower).

"Default" means any of the events specified in Section 10 which constitute an Event of Default or which, upon the giving of notice, the lapse of time, or both, pursuant to Section 10, would, unless cured or waived, become an Event of Default.

"Default Rate" means the Applicable Rate plus 2%.

"Event of Default" has the meaning set forth in Section 10.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time.

"Governmental Authority" means the government of the United States of America or any nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Law" as to any Person, means the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law (including common law), statute, ordinance, treaty, rule, regulation, order, decree, judgment, writ, injunction, settlement agreement, requirement or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Lien" means any mortgage, pledge, hypothecation, encumbrance, lien (statutory or other), charge, or other security interest.

"Loan" means the aggregate of all Advances made to the Borrower under the terms of this Note in a principal amount not to exceed $87,075.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, properties, liabilities (actual or contingent), operations, or condition (financial or otherwise), or prospects of the Borrower; (b) the validity or enforceability of the Note or Security Agreement; (c) the perfection or priority of any Lien purported to be created under the Security Agreement; (d) the rights or remedies of the Noteholder hereunder or under the Security Agreement; or (e) the Borrower's ability to perform any of its material obligations hereunder or under the Security Agreement.

"Maturity Date" means the earlier of (a) November 8, 2025 and (b) the date on which all amounts under this Note shall become due and payable pursuant to Section [illegible].

"Note" has the meaning set forth in the introductory paragraph.

"Noteholder" has the meaning set forth in the introductory paragraph.

"OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control.

"Parties" has the meaning set forth in the introductory paragraph.

"Person" means any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, Governmental Authority, or other entity.

"Sanctioned Country" means, at any time, a country or territory which is itself the subject or target of any comprehensive or country-wide Sanctions.

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by a Sanctions Authority; (b) any Person operating, organized, or resident in a Sanctioned Country, (c) any Person controlled or 50% owned by any such Person or Persons described in the foregoing clauses (a) or (b), or (d) any Person that is the subject or target of any Sanctions.

"Sanctions" mean all economic or financial sanctions or trade embargoes imposed, administered, or enforced from time to time by a Sanctions Authority.

"Sanctions Authority" means OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, or other relevant sanctions authority.

"Security Agreement" means the Security Agreement, dated as of the date hereof, by and between the Borrower and Noteholder.

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56, signed into law October 26, 2001).

1.2 Interpretation. For purposes of this Note (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Note as a whole. The definitions given for any defined terms in this Note shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. Unless the context otherwise requires, references herein to: (x) Schedules, Exhibits, and Sections mean the Schedules, Exhibits, and Sections of this Note; (y) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Note shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

2. Loan Disbursement Mechanics.

2.1 Commitment. Subject to Section 2.2, the Noteholder shall make available to the Borrower one or more Advances during the Commitment Period in an aggregate amount not to exceed the Loan.

2.2 Advances. As a condition to the disbursement of any Advance, the Borrower shall, at least three (3) Business Days prior to the requested disbursement date, deliver to the Noteholder a written notice (the **"Borrowing Notice"**) setting out (a) that no Default has occurred and is continuing; (b) the amount of the Advance; and (c) the date on which the Advance is to be disbursed. Each Borrowing Notice shall be deemed to repeat the Borrower's representations and warranties in Section 7 as of the date of such Borrowing Notice. Upon receipt of the Borrowing Notice, the Noteholder shall make available to the Borrower on the disbursement date the amount set out in the notice in immediately available funds.

3. Payment Dates; Optional Prepayments.

3.1 Payment Dates. The aggregate unpaid principal amount of the Loan, all accrued and unpaid interest, and all other amounts payable under this Note shall be due and payable on the Maturity Date, unless otherwise provided in Section 11.

3.2 Optional Prepayments. The Borrower may prepay the Loan in whole or in part at any time or from time to time without penalty or premium by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment. No prepaid amount may be reborrowed.

4. Security Agreement. The Borrower's performance of its obligations hereunder is secured by a first priority security interest in the collateral specified in the Security Agreement.

5. Interest.

5.1 Interest Rate. Except as otherwise provided herein, the outstanding principal amount of any Advance made hereunder shall bear interest at the Applicable Rate from the date such Advance was made until such Advance is paid in full, whether at maturity, upon acceleration, by prepayment, or otherwise.

5.2 Interest Payment Dates. Interest shall accrue on a compounded basis until maturity..

5.3 Default Interest. If any amount payable hereunder is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration, or otherwise, such overdue amount shall bear interest at the Default Rate from the date of such non-payment until such amount is paid in full.

5.4 Computation of Interest. All computations of interest shall be made on the basis of 365 or 366 days, as the case may be, and the actual number of days elapsed. Interest shall accrue on each Advance on the day on which such Advance is made, and shall not accrue on such Advance for the day on which it is paid.

5.5 Interest Rate Limitation. If at any time and for any reason whatsoever, the interest rate payable on any Advance shall exceed the maximum rate of interest permitted to be charged by the Noteholder to the Borrower under applicable Law, that portion of each sum paid attributable to that portion of such interest rate that exceeds the maximum rate of interest permitted by applicable Law shall be deemed a voluntary prepayment of principal.

6. Payment Mechanics.

6.1 Manner of Payments. All payments of interest and principal shall be made in lawful money of the United States of America no later than 12:00 PM on the date on which such payment is due by cashier's check, certified check, or by wire transfer of immediately available funds to the Noteholder's account at a bank specified by the Noteholder in writing to the Borrower from time to time.

6.2 Application of Payments. All payments made under this Note shall be applied *first* to the payment of any fees or charges outstanding hereunder, *second* to accrued interest, and *third* to the payment of the principal amount outstanding under the Note.

6.3 Business Day Convention. Whenever any payment to be made hereunder shall be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension will be taken into account in calculating the amount of interest payable under this Note.

6.4 Evidence of Debt. The Noteholder is authorized to record on the grid attached hereto as Exhibit A each Advance made to the Borrower and each payment or prepayment thereof. The entries made by the Noteholder shall, to the extent permitted by applicable Law, be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded; *provided, however,* that the failure of the Noteholder to record such payments or prepayments, or any inaccuracy therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Loan in accordance with the terms of this Note.

6.5 Rescission of Payments. If at any time any payment made by the Borrower under this Note is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of the Borrower or otherwise, the Borrower's obligation to make such payment shall be reinstated as though such payment had not been made.

7. Representations and Warranties. The Borrower hereby represents and warrants to the Noteholder on the date hereof as follows:

7.1 Existence; Power and Authority; Compliance with Laws. The Borrower (a) is a corporation duly incorporated, validly existing, and in good standing under the laws of the state of its jurisdiction of organization, (b) has the requisite power and authority, and the legal right, to own, lease, and operate its properties and assets and to conduct its business as it is now being conducted, to execute and deliver this Note and the Security Agreement, and to perform its obligations hereunder and thereunder, and (c) is in compliance with all Laws.

7.2 Authorization; Execution and Delivery. The execution and delivery of this Note and the Security Agreement by the Borrower and the performance of its obligations hereunder and thereunder have been duly authorized by all necessary corpoarteaction in accordance with all applicable Laws. The Borrower has duly executed and delivered this Note and the Security Agreement.

7.3 No Approvals. No consent or authorization of, filing with, notice to, or other act by, or in respect of, any Governmental Authority or any other Person is required in order for the Borrower to execute, deliver, or perform any of its obligations under this Note or the Security Agreement.

7.4 No Violations. The execution and delivery of this Note and the Security Agreement and the consummation by the Borrower of the transactions contemplated hereby and thereby do not and will not (a) violate any Law applicable to the Borrower or by which any of its properties or assets may be bound; or (b) constitute a default under any material agreement or contract by which the Borrower may be bound.

7.5 Enforceability. The Note and the Security Agreement is a valid, legal, and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

7.6 No Litigation. No action, suit, litigation, investigation, or proceeding of, or before, any arbitrator or Governmental Authority is pending or threatened by or against the Borrower or any of its property or assets (a) with respect to the Note, the Security Agreement, or any of the transactions contemplated hereby or thereby or (b) that would be expected to materially adversely affect the Borrower's financial condition or the ability of the Borrower to perform its obligations under the Note or the Security Agreement.

7.7 Anti-Terrorism Laws. The Borrower is, and to the knowledge of the Borrower, its directors, officers, employees, and agents are, in compliance in all material respects with Anti-Terrorism Laws.

8. Affirmative Covenants. Until all amounts outstanding under this Note have been paid in full, the Borrower shall:

8.1 Maintenance of Existence. (a) Preserve, renew, and maintain in full force and effect its corporate or organizational existence and (b) take all reasonable action to maintain all rights, privileges, and franchises necessary or desirable in the normal conduct of its business, except, in each case, where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

8.2 Compliance. (a) Comply with all Laws applicable to it and its business and its obligations under its material contracts and agreements, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect and (b) maintain in effect and enforce policies and procedures designed to achieve compliance in all material respects by the Borrower and its directors, officers, employees and agents with Anti-Corruption Laws, Anti-Terrorism Laws, and applicable Sanctions.

8.3 Payment Obligations. Pay, discharge, or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its material obligations of whatever nature, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings, and reserves in conformity with GAAP with respect thereto have been provided on its books.

8.4 Notice of Events of Default. As soon as possible and in any event within two (2) Business Days after it becomes aware that an Event of Default has occurred, notify the Noteholder in writing of the nature and extent of such Event of Default and the action, if any, it has taken or proposes to take with respect to such Event of Default.

8.5 Further Assurances. Upon the request of the Noteholder, promptly execute and deliver such further instruments and do or cause to be done such further acts as may be necessary or advisable to carry out the intent and purposes of this Note and the Security Agreement.

9. Negative Covenants. Until all amounts outstanding under this Note have been paid in full, the Borrower shall not:

9.1 Liens. Incur, create, assume, or suffer to exist any Lien on any of its property or assets, whether now owned or hereafter acquired, except for (a) Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings if adequate reserves with respect thereto are maintained on the books of the Borrower in conformity with GAAP; (b) non-consensual Liens arising by operation of law, arising in the ordinary course of business, and for amounts which are not overdue for a period of more than 30 days or that are being contested in good faith by appropriate proceedings; and (c) Liens created pursuant to the Security Agreement.

10. Events of Default. The occurrence and continuance of any of the following shall constitute an Event of Default hereunder:

10.1 Failure to Pay. The Borrower fails to pay (a) any principal amount of the Loan when due or (b) interest or any other amount when due and such failure continues for five (5) days after written notice to the Borrower.

10.2 Breach of Representations and Warranties. Any representation or warranty made or deemed made by the Borrower to the Noteholder herein or in the Security Agreement is incorrect in any material respect on the date as of which such representation or warranty was made or deemed made.

10.3 Breach of Covenants.

The Borrower fails to observe or perform (a) any covenant, condition, or agreement contained in Section 8.4 or Section 9 or (b) any other material covenant, obligation, condition, or agreement contained in this Note or the Security Agreement , other than those specified in clause (a) and Section 10.1, and such failure continues for thirty (30) days after written notice to the Borrower.

10.4 Cross-Defaults. The Borrower fails to pay when due any of its Debt (other than Debt arising under this Note), or any interest or premium thereon, when due and such failure continues after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt.

10.5 Bankruptcy.

(a) The Borrower commences any case, proceeding, or other action (i) under any existing or future Law relating to bankruptcy, insolvency, reorganization, or other relief of debtors; seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts or (ii) seeking appointment of a receiver, trustee, custodian, conservator, or other similar official for it or for all or any substantial part of its assets, or the Borrower makes a general assignment for the benefit of its creditors;

(b) There is commenced against the Borrower any case, proceeding, or other action of a nature referred to in Section 10.5(a) which (i) results in the entry of an order for relief or any such adjudication or appointment or (ii) remains undismissed, undischarged, or unbonded for a period of ninety (90) days;

(c) There is commenced against the Borrower any case, proceeding, or other action seeking issuance of a warrant of attachment, execution, or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which has not been vacated, discharged, or stayed or bonded pending appeal within ninety (90) days from the entry thereof;

(d) The Borrower takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in Section 10.5(a), Section 10.5(b), or Section 10.5(c) above; or

(e) The Borrower is generally not, or shall be unable to, or admits in writing its inability to, pay its debts as they become due.

10.6 Judgments. One or more judgments or decrees shall be entered against the Borrower and all of such judgments or decrees shall not have been vacated, discharged, or stayed or bonded pending appeal within ninety (90) days from the entry thereof.

11. Remedies. Upon the occurrence of any Event of Default and at any time thereafter during the continuance of such Event of Default, the Noteholder may, at its option, by written notice to the Borrower (a) terminate its commitment to make any Advances hereunder; (b) declare the entire principal amount of the Loan, together with all accrued interest thereon and all other amounts payable under this Note, immediately due and payable; and (c) exercise any or all of its rights, powers or remedies under the Security Agreement or applicable Law; *provided, however*, that if an Event of Default described in Section 10.5 shall occur, the principal of and accrued interest on the Loan shall become immediately due and payable without any notice, declaration, or other act on the part of the Noteholder.

12. Miscellaneous.

12.1 Notices.

(a) All notices, requests, or other communications required or permitted to be delivered hereunder shall be made in writing and mailed by certified or registered mail, delivered by hand or overnight courier service, or sent by facsimile or email as follows:

(i) If to the Borrower:

Cartwheel Robotics Inc
6127 Reno Hwy
Fallon, NV 89406
Attention of: Scott LaValley
Email: scott.lavalley@cartwheelrobotics.com
Telephone No: 508-525-5726

(ii) If to the Noteholder:

6127 Reno Hwy
Fallon, NV 89406
Attention of: Bill LaValley
Email: bill@a-ops.com
Telephone No: 415-254-6409

(b) Notices if (i) mailed by certified or registered mail or sent by hand or overnight courier service shall be deemed to have been given when received; (ii) sent by facsimile during the recipient's normal business hours shall be deemed to have been given when sent (and if sent after normal business hours shall be deemed to have been given at the opening of the recipient's business on the next business day); and (iii) sent by email shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email, or other written acknowledgment).

12.2 Expenses. The Borrower shall reimburse the Noteholder on demand for all reasonable and documented out-of-pocket costs, expenses, and fees (including reasonable expenses and fees of its counsel) incurred by the Noteholder in connection with the enforcement of the Noteholder's rights hereunder and thereunder.

12.3 Governing Law. This Note, the Security Agreement, and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Note, the Security Agreement, and the transactions contemplated hereby and thereby shall be governed by the laws of the State of Delaware.

12.4 Submission to Jurisdiction.

(a) The Borrower hereby irrevocably and unconditionally (i) agrees that any legal action, suit, or proceeding arising out of or relating to this Note or the Security Agreement may be brought in the courts of the State of Nevada or of the United States of America for the Nevada District Court and (ii) submits to the exclusive jurisdiction of any such court in any such action, suit, or proceeding. Final judgment against the Borrower in any action, suit, or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment.

(b) Nothing in this Section 12.4 shall affect the right of the Noteholder to (i) commence legal proceedings or otherwise sue the Borrower in any other court having jurisdiction over the Borrower or (ii) serve process upon the Borrower in any manner authorized by the laws of any such jurisdiction.

12.5 Venue. The Borrower irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Note or the

Security Agreement in any court referred to in Section 12.4 and the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

12.6 Waiver of Jury Trial. THE BORROWER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS NOTE, THE SECURITY AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY.

12.7 Integration. This Note and the Security Agreement constitute the entire contract between the Parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto.

12.8 Successors and Assigns. This Note may be assigned or transferred by the Noteholder to any Person. The Borrower may not assign or transfer this Note or any of its rights hereunder without the prior written consent of the Noteholder. This Note shall inure to the benefit of, and be binding upon, the Parties and their permitted assigns.

12.9 Waiver of Notice. The Borrower hereby waives demand for payment, presentment for payment, protest, notice of payment, notice of dishonor, notice of nonpayment, notice of acceleration of maturity, and diligence in taking any action to collect sums owing hereunder.

12.10 USA PATRIOT Act. The Noteholder hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act and 31 C.F.R. § 1010.230 (the "**Beneficial Ownership Regulation**"), it is required to obtain, verify, and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Noteholder to identify the Borrower in accordance with the USA PATRIOT Act and the Beneficial Ownership Regulation, and the Borrower agrees to provide such information from time to time to the Noteholder.

12.11 Amendments and Waivers. No term of this Note may be waived, modified, or amended except by an instrument in writing signed by both of the Parties. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

12.12 Headings. The headings of the various Sections and subsections herein are for reference only and shall not define, modify, expand, or limit any of the terms or provisions hereof.

12.13 No Waiver; Cumulative Remedies. No failure to exercise, and no delay in exercising on the part of the Noteholder, of any right, remedy, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The rights, remedies, powers, and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers, and privileges provided by law.

12.14 Electronic Execution. The words "execution," "signed," "signature," and words of similar import in the Note shall be deemed to include electronic or digital signatures or electronic records, each of which shall be of the same effect, validity, and enforceability as manually executed signatures or a paper-based record-keeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. §§ 7001 to 7031), the Uniform Electronic Transactions Act (UETA), or any state law based on the UETA, including the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301 to 309).

12.15 Severability. If any term or provision of this Note or the Security Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Note or the Security Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Note so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has executed this Note as of July 29, 2024.

Cartwheel, Inc.

By______________________________
Name: Scott LaValley
Title: Chief Executive Officer

By its acceptance of this Note, the Noteholder acknowledges and agrees to be bound by the provisions of **Section 2.2.**

6127 Reno Hwy LLC

By______________________________
Name: Bill LaValley
Title: Manager

EXHIBIT A

Advances and Payments on the Loan

Date of Advance	Amount of Advance	Amount of Principal Paid	Unpaid Principal Amount of the Loan	Name of Person Making the Notation
8/31/2023	22,575	0	22,575	Samantha Conway
9/30/2023	6,450	0	29,025	Samantha Conway
1/25/2024	12,900	0	41,925	Samantha Conway
3/31/2024	25,800	0	67,725	Samantha Conway
7/29/2024	19,350	0	87,075	Samantha Conway

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of July 29, 2024 (as amended, supplemented, or otherwise modified from time to time in accordance with the provisions hereof, this "**Agreement**"), made by and among Cartwheel Robotics, Inc., a Delaware corporation (the "**Grantor**"), in favor of 6127 Reno Hwy LLC, (the "**Secured Party**").

WHEREAS, on the date hereof, the Secured Party has made and may make loans to the Grantor in an aggregate unpaid principal amount not exceeding Twenty Five Thousand Dollars ($87075) (the "**Loans**"), evidenced by that certain Secured Promissory Note of even date herewith (as amended, supplemented, or otherwise modified from time to time, the "**Loan Agreement**") made by the Grantor and payable to the order of the Secured Party. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement;

WHEREAS, this Agreement is given by the Grantor in favor of the Secured Party to secure the payment and performance of all of the Secured Obligations; and

WHEREAS, it is a condition to the obligations of the Lender to make the Loans under the Loan Agreement that the Grantor execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

(a) Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Agreement.

(b) Unless otherwise defined herein, terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

(c) For purposes of this Agreement, the following terms shall have the following meanings:

"**Collateral**" has the meaning set forth in Section 2.

"**Event of Default**" has the meaning set forth in the Loan Agreement.

"**First Priority**" means, except for liens or security interests existing prior to the date of this Agreement associated with certain equipment, with respect to any lien and security interest purported to be created in any Collateral pursuant to this Agreement, such lien and security interest is the most senior lien to which such Collateral is subject (subject only to liens permitted under the Loan Agreement).

"**Perfection Certificate**" has the meaning set forth in Section 5.

"Proceeds" means "proceeds" as such term is defined in section 9-102 of the UCC and, in any event, shall include, without limitation, all dividends or other income from the Collateral, collections thereon, or distributions with respect thereto.

"Secured Obligations" has the meaning set forth in Section 3.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of Delaware or, when the laws of any other state govern the method or manner of the perfection or enforcement of any security interest in any of the Collateral, the Uniform Commercial Code as in effect from time to time in such state.

2. Grant of Security Interest. The Grantor hereby pledges and grants to the Secured Party, and hereby creates a continuing First Priority lien and security interest in favor of the Secured Party in and to all of its right, title, and interest in and to the following, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the **"Collateral"**):

(a) all fixtures and personal property of every kind and nature including all accounts (including health-care-insurance receivables), goods (including inventory and equipment), documents (including, if applicable, electronic documents), instruments, promissory notes, chattel paper (whether tangible or electronic), letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment property, general intangibles (including all payment intangibles), money, deposit accounts, and any other contract rights or rights to the payment of money; and

(b) all Proceeds and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty, or guaranty payable to the Grantor from time to time with respect to any of the foregoing.

3. Secured Obligations. The Collateral secures the due and prompt payment and performance of:

(a) the obligations of the Grantor from time to time arising under the Loan Agreement, this Agreement, or otherwise with respect to the due and prompt payment of (i) the principal of and premium, if any, and interest on the Loans (including interest accruing during the pendency of any bankruptcy, insolvency, receivership, or other similar proceeding, regardless of whether allowed or allowable in such proceeding), when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment, or otherwise and (ii) all other monetary obligations, including fees, costs, attorneys' fees and disbursements, reimbursement obligations, contract causes of action, expenses, and indemnities, whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership, or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Grantor under or in respect of the Loan Agreement and this Agreement; and

(b) all other covenants, duties, debts, obligations, and liabilities of any kind of the Grantor under or in respect of the Loan Agreement, this Agreement, or any other document made, delivered, or given in connection with any of the foregoing, in each case whether evidenced by a note or other writing, whether allowed in any bankruptcy, insolvency, receivership, or other similar proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification, or otherwise, and whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (all such obligations, covenants, duties, debts, liabilities, sums, and expenses set forth in Section 3 being herein collectively called the "**Secured Obligations**").

4. Perfection of Security Interest and Further Assurances.

(a) The Grantor shall, from time to time, as may be required by the Secured Party with respect to all Collateral, take all actions as may be requested by the Secured Party to perfect the security interest of the Secured Party in the Collateral, including, without limitation, with respect to all Collateral over which control may be obtained within the meaning of sections 8-106, 9-104, 9-105, 9-106, and 9-107 of the UCC, section 201 of the federal Electronic Signatures in Global and National Commerce Act and, as the case may be, section 16 of the Uniform Electronic Transactions Act, as applicable, the Grantor shall take all actions as may be requested from time to time by the Secured Party so that control of such Collateral is obtained and at all times held by the Secured Party. All of the foregoing shall be at the sole cost and expense of the Grantor.

(b) The Grantor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any relevant jurisdiction any financing statements and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including any financing or continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing, or protecting the security interest granted by the Grantor hereunder, without the signature of the Grantor where permitted by law, including the filing of a financing statement describing the Collateral as all assets now owned or hereafter acquired by the Grantor, or words of similar effect. The Grantor agrees to provide all information required by the Secured Party pursuant to this Section promptly to the Secured Party upon request.

(c) The Grantor hereby further authorizes the Secured Party to file with the United States Patent and Trademark Office and the United States Copyright Office (and any successor office and any similar office in any state of the United States or in any other country) this Agreement and other documents for the purpose of perfecting, confirming, continuing, enforcing, or protecting the security interest granted by the Grantor hereunder, without the signature of the Grantor where permitted by law.

(d) If the Grantor shall at any time hold or acquire any certificated securities, promissory notes, tangible chattel paper, negotiable documents, or warehouse receipts relating to the Collateral, the Grantor shall endorse, assign, and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify.

(e) If the Grantor shall at any time hold or acquire a commercial tort claim, the Grantor shall (i) notify the Secured Party in a writing signed by the Grantor of the particulars thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

(f) If any Collateral is at any time in the possession of a bailee, the Grantor shall promptly notify the Secured Party thereof and, at the Secured Party's request and option, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to the Secured Party, that the bailee holds such Collateral for the benefit of the Secured Party and the bailee agrees to comply, without further consent of the Grantor, at any time with instructions of the Secured Party as to such Collateral.

(g) The Grantor agrees that at any time and from time to time, at the expense of the Grantor, the Grantor will promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request, in order to create and/or maintain the validity, perfection, or priority of and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral.

5. Representations and Warranties. The Grantor represents and warrants as follows:

(a) It has previously delivered to the Secured Party a certificate signed by the Grantor and entitled "Perfection Certificate" ("**Perfection Certificate**"), and that: (i) the Grantor's exact legal name is that indicated on the Perfection Certificate and on the signature page hereof, (ii) the Grantor is an organization of the type, and is organized in the jurisdiction, set forth in the Perfection Certificate, (iii) the Perfection Certificate accurately sets forth the Grantor's place of business (or, if more than one, its chief executive office), and its mailing address, (iv) all other information set forth on the Perfection Certificate relating to the Grantor is accurate and complete and (v) there has been no change in any such information since the date on which the Perfection Certificate was signed by the Grantor.

(b) All information set forth on the Perfection Certificate relating to the Collateral is accurate and complete and there has been no change in any such information since the date on which the Perfection Certificate was signed by the Grantor.

(c) At the time the Collateral becomes subject to the lien and security interest created by this Agreement, the Grantor will be the sole, direct, legal, and beneficial owner thereof, free and clear of any lien, security interest, encumbrance, claim, option, or right of others except for the security interest created by this Agreement and other liens permitted by the Loan Agreement.

(d) The pledge of the Collateral pursuant to this Agreement creates a valid and perfected First Priority security interest in the Collateral, securing the payment and performance when due of the Secured Obligations.

(e) It has full power, authority, and legal right to borrow the Loans and pledge the Collateral pursuant to this Agreement.

(f) Each of this Agreement and the Loan Agreement has been duly authorized, executed, and delivered by the Grantor and constitutes a legal, valid, and binding obligation of the Grantor enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights generally and subject to equitable principles (regardless of whether enforcement is sought in equity or at law).

(g) No authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the borrowing of the Loans and the pledge by the Grantor of the Collateral pursuant to this Agreement or for the execution and delivery of the Loan Agreement and this Agreement by the Grantor or the performance by the Grantor of its obligations thereunder.

(h) The execution and delivery of the Loan Agreement and this Agreement by the Grantor and the performance by the Grantor of its obligations thereunder, will not violate any provision of any applicable law or regulation or any order, judgment, writ, award, or decree of any court, arbitrator, or governmental authority, domestic or foreign, applicable to the Grantor or any of its property, or the organizational or governing documents of the Grantor or any agreement or instrument to which the Grantor is party or by which it or its property is bound.

(i) The Grantor has taken all action required on its part for control (as defined in sections 8-106, 9-104, 9-105, 9-106, and 9-107 of the UCC, section 201 of the federal Electronic Signatures in Global and National Commerce Act and, as the case may be, section 16 of the Uniform Electronic Transactions Act, as applicable) to have been obtained by the Secured Party over all Collateral with respect to which such control may be obtained pursuant to the UCC. No person other than the Secured Party has control or possession of all or any part of the Collateral.

6. <u>Voting, Distributions and Receivables</u>.

(a) The Secured Party agrees that unless an Event of Default shall have occurred and be continuing, the Grantor may, to the extent the Grantor has such right as a holder of the Collateral consisting of securities, other Equity Interests or indebtedness owed by any obligor, vote and give consents, ratifications, and waivers with respect thereto, except to the extent that, in the Secured Party's reasonable judgment, any such vote, consent, ratification, or waiver would detract from the value thereof as Collateral or which would be inconsistent with or result in any violation of any provision of the Loan Agreement or this Agreement.

(b) The Secured Party agrees that the Grantor may, unless an Event of Default shall have occurred and be continuing, receive and retain all dividends and other distributions with respect to the Collateral consisting of securities, other Equity Interests, or indebtedness owed by any obligor.

(c) The Secured Party may, or at the request and option of the Secured Party the Grantor shall, notify account debtors and other persons obligated on any of the Collateral of the security interest of the Secured Party in any account, chattel paper, general intangible, instrument, or other Collateral and that payment thereof is to be made directly to the Secured Party.

7. Covenants. The Grantor covenants as follows:

(a) The Grantor will not, without providing at least thirty (30) days' prior written notice to the Secured Party, change its legal name, identity, type of organization, jurisdiction of organization, corporate structure, location of its chief executive office or its principal place of business, or its organizational identification number. The Grantor will, prior to any change described in the preceding sentence, take all actions requested by the Secured Party to maintain the perfection and priority of the Secured Party's security interest in the Collateral.

(b) The Collateral, to the extent not delivered to the Secured Party pursuant to Section 4, will be kept at those locations listed on the Perfection Certificate and the Grantor will not remove the Collateral from such locations without providing at least thirty (30) days' prior written notice to the Secured Party. The Grantor will, prior to any change described in the preceding sentence, take all actions required by the Secured Party to maintain the perfection and priority of the Secured Party's security interest in the Collateral.

(c) The Grantor shall, at its own cost and expense, defend title to the Collateral and the First Priority lien and security interest of the Secured Party therein against the claim of any person claiming against or through the Grantor and shall maintain and preserve such perfected First Priority security interest for so long as this Agreement shall remain in effect.

(d) The Grantor will not sell, offer to sell, dispose of, convey, assign or otherwise transfer, grant any option with respect to, restrict, or grant, create, permit, or suffer to exist any mortgage, pledge, lien, security interest, option, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever on, any of the Collateral or any interest therein except as expressly provided for in the Loan Agreement.

(e) The Grantor will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon. The Grantor will permit the Secured Party, or its designee, to inspect the Collateral at any reasonable time, wherever located.

(f) The Grantor will pay promptly when due all taxes, assessments, governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection with this Agreement.

8. Secured Party Appointed Attorney-in-Fact. The Grantor hereby appoints the Secured Party the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time during the continuance of an Event of Default in the Secured Party's discretion to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement (but the Secured Party shall not be obligated to and shall have no liability to the Grantor or any third party for failure to do so or take action). This appointment, being coupled with an interest, shall be irrevocable. The Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof.

9. Secured Party May Perform. If the Grantor fails to perform any obligation contained in this Agreement, the Secured Party may itself perform, or cause performance of, such obligation, and the expenses of the Secured Party incurred in connection therewith shall be payable by the Grantor; provided that the Secured Party shall not be required to perform or discharge any obligation of the Grantor.

10. Reasonable Care. The Secured Party shall have no duty with respect to the care and preservation of the Collateral beyond the exercise of reasonable care. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property, it being understood that the Secured Party shall not have any responsibility for (a) ascertaining or taking action with respect to any claims, the nature or sufficiency of any payment or performance by any party under or pursuant to any agreement relating to the Collateral or other matters relative to any Collateral, whether or not the Secured Party has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any parties with respect to any Collateral. Nothing set forth in this Agreement, nor the exercise by the Secured Party of any of the rights and remedies hereunder, shall relieve the Grantor from the performance of any obligation on the Grantor's part to be performed or observed in respect of any of the Collateral.

11. Remedies Upon Default.

(a) If any Event of Default shall have occurred and be continuing, the Secured Party, without any other notice to or demand upon the Grantor, may assert all rights and remedies of a secured party under the UCC or other applicable law, including, without limitation, the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate, or dispose of all or any portion of the Collateral. If notice prior to disposition of the Collateral or any portion thereof is necessary under applicable law, written notice mailed to the Grantor at its notice address as provided in Section 15 hereof ten (10) days prior to the date of such disposition shall constitute reasonable notice, but notice given in any other reasonable manner shall be sufficient. So long as the sale of the Collateral is made in a commercially reasonable manner, the Secured Party may sell such Collateral on such terms and to such purchaser(s) as the Secured Party in its absolute discretion may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind other than that necessary under applicable law. Without precluding any other methods of sale, the sale of the Collateral or any portion thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors disposing of similar property. At any sale of the Collateral, if permitted by applicable law, the Secured Party may be the purchaser, licensee, assignee, or recipient of the Collateral or any part thereof and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned, or licensed at such sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price of the Collateral or any part thereof payable at such sale. To the extent permitted by applicable law, the Grantor waives all claims, damages, and demands it may acquire against the Secured Party arising out of the exercise by it of any rights hereunder. The Grantor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Secured Obligations or otherwise. At any such sale, unless prohibited by applicable law, the Secured Party or any custodian may bid for and purchase all or any part of the Collateral so sold free from any such right or equity of redemption. Neither the Secured Party nor any custodian shall be liable for failure to collect or realize upon any or all of the Collateral or for any delay in so doing, nor shall it be under any obligation to take any action whatsoever with regard thereto. The Grantor agrees that it would not be commercially unreasonable for the Secured Party to dispose of the Collateral or any portion thereof by utilizing internet sites that provide for the auction of assets of the type included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. The Secured Party shall not be obligated to clean-up or otherwise prepare the Collateral for sale.

(b) If any Event of Default shall have occurred and be continuing, all rights of the Grantor to (i) exercise the voting and other consensual rights it would otherwise be entitled to exercise pursuant to Section 6(a) and (ii) receive the dividends and other distributions which it would otherwise be entitled to receive and retain pursuant to Section 6(b) shall immediately cease, and all such rights shall thereupon become vested in the Secured Party, which shall have the sole right to exercise such voting and other consensual rights and receive and hold such dividends and other distributions as Collateral.

(c) If any Event of Default shall have occurred and be continuing, any cash held by the Secured Party as Collateral and all cash Proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by the Secured Party to the payment of expenses incurred by the Secured Party in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Party hereunder, including reasonable attorneys' fees, and the balance of such proceeds shall be applied or set off against all or any part of the Secured Obligations in such order as the Secured Party shall elect. Any surplus of such cash or cash Proceeds held by the Secured Party and remaining after payment in full of all the

Secured Obligations shall be paid over to the Grantor or to whomsoever may be lawfully entitled to receive such surplus. The Grantor shall remain liable for any deficiency if such cash and the cash Proceeds of any sale or other realization of the Collateral are insufficient to pay the Secured Obligations and the fees and other charges of any attorneys employed by the Secured Party to collect such deficiency.

(d) If the Secured Party shall determine to exercise its rights to sell all or any of the Collateral pursuant to this Section, the Grantor agrees that, upon request of the Secured Party, the Grantor will, at its own expense, do or cause to be done all such acts and things as may be necessary to make such sale of the Collateral or any part thereof valid and binding and in compliance with applicable law.

12. <u>No Waiver and Cumulative Remedies.</u> The Secured Party shall not by any act (except by a written instrument pursuant to Section 14), delay, indulgence, omission, or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

13. <u>SECURITY INTEREST ABSOLUTE</u>. The Grantor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered, or other action taken in reliance hereon and all other demands and notices of any description. All rights of the Secured Party and liens and security interests hereunder, and all Secured Obligations of the Grantor hereunder, shall be absolute and unconditional irrespective of:

(a) any illegality or lack of validity or enforceability of any Secured Obligation or any related agreement or instrument;

(b) any change in the time, place, or manner of payment of, or in any other term of, the Secured Obligations, or any rescission, waiver, amendment, or other modification of the Loan Agreement, this Agreement, or any other agreement, including any increase in the Secured Obligations resulting from any extension of additional credit or otherwise;

(c) any taking, exchange, substitution, release, impairment, or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver, or other modification of any guaranty, for all or any of the Secured Obligations;

(d) any manner of sale, disposition, or application of proceeds of any Collateral or any other collateral or other assets to all or part of the Secured Obligations;

(e) any default, failure, or delay, wilful or otherwise, in the performance of the Secured Obligations;

(f) any defense, set-off, or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Grantor against the Secured Party; or

(g) any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Loans or any existence of or reliance on any representation by the Secured Party that might vary the risk of the Grantor or otherwise operate as a defense available to, or a legal or equitable discharge of, the Grantor or any other grantor, guarantor, or surety.

14. Amendments. None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated, or waived, and no consent to any departure by the Grantor therefrom shall be effective unless the same shall be in writing and signed by the Secured Party and the Grantor, and then such amendment, modification, supplement, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

15. Addresses For Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be given in the manner and become effective as set forth in the Loan Agreement, and addressed to the respective parties at their addresses as specified on the signature pages hereof or as to either party at such other address as shall be designated by such party in a written notice to each other party.

16. Continuing Security Interest; Further Actions. This Agreement shall create a continuing First Priority lien and security interest in the Collateral and shall (a) subject to Section 17, remain in full force and effect until payment and performance in full of the Secured Obligations, (b) be binding upon the Grantor, its successors, and assigns, and (c) inure to the benefit of the Secured Party and its successors, transferees, and assigns; provided that the Grantor may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Secured Party. Without limiting the generality of the foregoing clause (c), any assignee of the Secured Party's interest in any agreement or document which includes all or any of the Secured Obligations shall, upon assignment, become vested with all the benefits granted to the Secured Party herein with respect to such Secured Obligations.

17. Termination; Release. On the date on which all Secured Obligations have been paid and performed in full, the Secured Party will, at the request and sole expense of the Grantor, (a) duly assign, transfer, and deliver to or at the direction of the Grantor (without recourse and without any representation or warranty) such of the Collateral as may then remain in the possession of the Secured Party, together with any monies at the time held by the Secured Party hereunder, and (b) execute and deliver to the Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement.

18. GOVERNING LAW. This Agreement and the Loan Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement or the Loan Agreement (except, as to the Loan Agreement, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Delaware. The other provisions of Sections 12.3, 12.4, and 12.5 of the Loan Agreement are incorporated herein, mutatis mutandis, as if a part hereof.

19. Counterparts. This Agreement and any amendments, waivers, consents, or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement and the Loan Agreement constitute the entire contract among the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Cartwheel Robotics, Inc., as Grantor

By ______________________

Name: Scott LaValley

Title: Chief Executive Officer

Address for Notices:
6127 Reno Hwy
Fallon, NV 89406

6127 Reno Hwy LLC, as Secured Party

By ______________________

Name: Bill LaValley

Title: Manager

Address for Notices:
6127 Reno Hwy
Fallon, NV 89406

Exhibit E

Cartwheel Robotics

Balance Sheet

As of March 31, 2025

	TOTAL
ASSETS	[redacted]
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	[redacted]
Long-Term Liabilities	
2381 Long-term business loans	
2381.01 Autonomous Ops	87,075.00
[redacted]	[redacted]
Total 2381 Long-term business loans	[redacted]
2500 Equipment Financing	[redacted]
Long-term loans from shareholders	[redacted]
Total Long-Term Liabilities	[redacted]
Total Liabilities	[redacted]
Equity	[redacted]
TOTAL LIABILITIES AND EQUITY	[redacted]

Exhibit F

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
(415)254-6409

B. E-MAIL CONTACT AT FILER (optional)
6127RENOHWYLLC@GMAIL.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

6127 RENO HWY LLC
6127 RENO HWY
FALLON, NV 89406
US

Delaware Department of State
U.C.C. Filing Section
Filed: 02:14 PM 10/21/2025
U.C.C. Initial Filing No: 2025 7898163

Service Request No: 20254326349

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: CARTWHEEL ROBOTICS INC					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
1c. MAILING ADDRESS: 6127 RENO HWY	CITY: FALLON	STATE: NV	POSTAL CODE: 89406		COUNTRY: US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: 6127 RENO HWY LLC				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS: 6127 RENO HWY	CITY: FALLON	STATE: NV	POSTAL CODE: 89406	COUNTRY: US

4. COLLATERAL: This financing statement covers the following collateral:
All assets of the Debtor, whether now owned or hereafter acquired or arising, wherever located, including without limitation, all tangible and intangible property of every kind and description, including without limitation: all equipment, machinery, inventory, goods, fixtures, furniture, and other tangible personal property; all accounts, chattel paper, deposit accounts, documents, instruments, investment property, letter-of-credit rights, and general intangibles (including payment intangibles, software, intellectual property rights, know-how, trade secrets, customer lists, trademarks, trade names, copyrights, domain names, goodwill, and proprietary technology); and all proceeds and products of the foregoing.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Exhibit G

ENGINEERED ARTS HOLDING COMPANY, INC.

October 21, 2025

Via Email

Cartwheel Robotics Inc.
6127 Reno Highway
Fallon, NV 89406

Re: Non-Binding Acquisition Proposal

Dear Scott:

Thank you for providing us with the opportunity to perform preliminary due diligence regarding the acquisition of Cartwheel Robotics Inc. (the "Company") by Engineered Arts Holding Company, Inc. ("Buyer"). On the basis of the information reviewed to date, and our industry knowledge of the Company, we are very interested in the possibility of pursuing an acquisition of the Company and believe that this represents a compelling opportunity for both parties. We are pleased to submit this non-binding statement of our intent to acquire substantially all of the assets of the Company (the "Acquisition"), subject to the following terms and conditions (the "Proposal"):

1. Purchase and Sale. Buyer or a subsidiary of Buyer will acquire substantially all of the Company's tangible and intangible assets, including all of the Company's receivables, equipment and contract rights. Buyer will not acquire any of the Company's liabilities, except [__________][1].

2. Purchase Price. The acquisition price for the acquired assets will be (A) up to $3,500,000 (the "Upfront Cash Consideration"), which shall be used to repay certain outstanding debt and convertible securities of the Company at closing, (B) $500,000 plus 50% of the maximum Upfront Cash Consideration minus the amount of actual Upfront Cash Consideration actually paid at closing, up to an amount not to exceed $1,000,000 in the aggregate (the "Additional Cash Consideration" and, together with the Upfront Cash Consideration, the "Total Cash Consideration"), which shall be distributed among the Company's stockholders, (C) a number of shares of Common Stock of Buyer equal to 5% of the fully diluted capitalization of Buyer subject to vesting over a period of 5 years with a one-year cliff, with vesting conditioned on the continued employment of LaValley (as defined below) at Buyer for at least 5 years and the continued employment of each of the Key Employees (as defined below) at Buyer for at least 12 months and (D) an additional number of shares of Common Stock of Buyer equal to 5% of the fully diluted capitalization of Buyer subject to the achievement of certain milestones to be determined among the parties (clauses (C) and (D) together, the "Total Equity Consideration", and the value of each of (A), (B), (C) and (D) at the time of closing, the "Total Deal Value"). The Total Cash Consideration will be paid to the Company in cash at the closing of the Acquisition after (i) reducing such amount by the amount deposited into Escrow as provided in Section 4 below, and (ii) adjustments consistent with a customary target net working capital provision (to be agreed upon by the parties following completion of financial due diligence).

[1] Note to Draft: To be confirmed, subject to due diligence.

As used herein, "LaValley" shall mean Scott LaValley, who shall initially serve as VP of Engineering of Buyer, reporting to Nicolas Desmarais, Executive Chairman of Buyer, or the Chief Executive Officer of Buyer, subject to the entry into a customary employment agreement between LaValley and Buyer. As used herein, "Key Employee" shall mean [________][2]. LaValley and the Key Employees will continue to be located at their current location in Reno, Nevada, for the immediate future, subject to the discretion of the Board of Directors of Buyer.

3. Due Diligence. Buyer is ready to assign the required resources to perform and complete its due diligence investigation of the Company during the Exclusivity Period (as defined below). Such due diligence will include: (i) financial and accounting reviews; (ii) meeting key management employees; (iii) review of the Company's operations; and (iv) legal, technical, regulatory and systems reviews.

4. Escrow Amount and Indemnification. An escrow (the "Escrow") in an amount equal to no more than 10% of the Total Deal Value will be established out of the Total Equity Consideration to fund certain indemnification obligations of the Company, with the Escrow (less the amount of any resolved and/or pending claims) being released to the Company upon the 12-month anniversary of the closing date of the Acquisition. The Escrow shall consist solely of Common Stock of Buyer, unless such amount is insufficient to satisfy the full amount of the Escrow, in which case the balance of the Escrow shall consist of cash.

5. Financing. Funding for the Acquisition will be sourced from Buyer or an affiliate thereof from cash on hand or available credit lines. In addition, at Buyer's discretion, Buyer may provide funding to the Company for its operations through November 30, 2025, in the form of short term secured debt, with repayment due after 6 months, secured by all of the Company's assets.

6. Employment Matters. We believe that the Company's platform is largely complementary to Buyer's, and thus Buyer plans to provide offers of employment to substantially all of the Company's employees as part of our strategy to build long-term value, subject to diligence review. The closing of the Acquisition shall be contingent upon LaValley and the Key Employees accepting offers of employment with the Buyer. LaValley and the Key Employees shall also be subject to customary non-compete and non-solicit provisions which shall survive for 18 months following the closing, *provided, however,* that if the Buyer consummates a bona fide equity financing of at least $50,000,000 over multiple closings (the "Financing Threshold") within 18 months following the closing, the non-compete and non-solicit provisions shall survive for five years following the closing. In addition, LaValley and the Key Employees shall be eligible for an aggregate bonus payment (split between all LaValley and the Key Employees) of $1,000,000 if the Financing Threshold is achieved within 18 months following the closing.

7. Asset Purchase Agreement. If the Company accepts this Proposal, Buyer will be provided a draft asset purchase agreement prepared by the Company and its counsel containing representations,

[2] Note to Draft: To be confirmed, subject to due diligence.

warranties and covenants customary for this type of acquisition and consistent with the terms set forth in this Proposal.

8. Conditions. Consummation of the Acquisition will be subject to conditions customary for transactions of this type, including: (i) Buyer's satisfaction with the results of its confirmatory due diligence; (ii) negotiation and execution of a mutually satisfactory asset purchase agreement (the "Definitive Agreement"); and (iii) receipt of all required governmental, corporate, regulatory and material third-party approvals and consents.

9. Timing. We are confident that our acquisition due diligence and the preparation, negotiation and execution of the Definitive Agreement can be completed by [______________][3] and that the Acquisition can be consummated either simultaneously with the signing of the Definitive Agreement or promptly thereafter upon satisfaction of agreed to closing conditions.

10. Expenses. Each party shall bear its own expenses in connection with the Acquisition, whether a transaction is consummated or not.

11. Nondisclosure. The Company and Buyer shall refrain from, and each of them will cause their respective equityholders, affiliates and representatives, to refrain from, without the other party's prior written consent, making any release to the press or other public disclosure, or otherwise informing any competitor, customer, client, or supplier of the Company, with respect to either the fact that discussions or negotiations are taking place concerning the proposed Acquisition or the existence or contents of this letter or the Definitive Agreement (all such information being deemed to be "Confidential Information" and subject to that certain Mutual Non-Disclosure Agreement dated October 11, 2025 between the Company and Buyer), except for such releases or disclosures as shall be mutually agreed upon by the parties or required by law.

12. Exclusivity. In connection with the consideration by Buyer of a potential Acquisition, the Company agrees that, from and including the date of this letter until the earlier to occur of (i) the Expiration Date (as defined below) or (ii) the execution and delivery of the Definitive Agreements (as such period may be extended by mutual agreement of the parties, the "Exclusivity Period"), neither the Company nor any of its subsidiaries or affiliates, nor any of its or their respective officers, directors, shareholders, members, managers, employees, agents or representatives (such persons, "Representatives") will, and the Company will cause its Representatives not to, directly or indirectly, (a) (i) initiate or continue any contact with, (ii) make, solicit, encourage or respond to any inquiries or proposals by, or (iii) enter into or participate in any discussions or negotiations with, any person, entity or group in connection with any possible proposal regarding the direct or indirect sale, lease, license or other disposition or encumbrance of any portion of the stock, equity securities or assets of the Company, a merger or consolidation involving the Company, or any similar transaction, or (b) enter into or participate in any discussions or negotiations regarding, or accept any proposal for the direct or indirect sale, lease, license or other disposition or encumbrance of, all or any

[3] Note to Draft: To be confirmed, subject to due diligence.

portion of the equity securities or assets of the Company's business or the Company or a merger or consolidation involving the Company, or any similar transaction (each a "Competing Proposal"), except as contemplated by the Acquisition. The Company and its Representatives shall cease and cause to be terminated all existing discussions, conversations, negotiations and other communications with any persons or entities conducted heretofore with respect to any Competing Proposal. The Company shall be fully responsible for any breaches of these provisions by its subsidiaries or affiliates and its and their Representatives during the Exclusivity Period, and Buyer shall be entitled to specific performance to enforce these provisions against any such persons or entities. As used herein, "Expiration Date" shall mean November 30, 2025 (the "Initial Expiration Date"); provided that the Expiration Date shall automatically extend for successive seven (7) day periods (each, an "Extension Period") for so long as the parties are continuing to work on the Definitive Agreements in good faith and neither party has provided a notice of termination to the other party prior to the Initial Expiration Date or the end of the then-current Extension Period, as applicable.

13. Legal Effect. The parties hereto acknowledge that this letter merely constitutes a statement of our present mutual intentions regarding the Acquisition and is not intended to, and shall not, create a legally binding agreement to effect any transaction, which obligation will arise only upon the execution of definitive documentation in form and substance acceptable to all parties in their sole and absolute discretion, subject to the conditions expressed therein. Notwithstanding the foregoing, the parties hereto agree that the provisions of Sections 10 (Expenses), 11 (Nondisclosure), 12 (Exclusivity), 13 (Legal Effect) and 14 (Governing Law) shall constitute legally binding agreements that are enforceable against the parties hereto.

14. Governing Law. The terms of this letter shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed therein and may not be amended except by an agreement signed by both parties.

* * *

If the foregoing correctly sets forth our present mutual understanding and intentions please countersign this letter and return the countersigned letter to Buyer. This letter will expire unless countersigned by the Company and received by Buyer prior to 5:00 p.m. Pacific Time on October 22, 2025.

To reiterate, we are enthusiastic about this potential transaction, and we look forward to the opportunity to work with you and the rest of the Company's management team. Please do not hesitate to call me should you have any comments or questions.

Very truly yours,

ENGINEERED ARTS HOLDINGS COMPANY, INC.

DocuSigned by:

By: Nicolas Desmarais

400C25617B6440D...

Name: Nicolas Desmarais
Title: Executive Chairman

Agreed to and Accepted:

CARTWHEEL ROBOTICS INC.

Signed by:

By: Scott LaValley

420F33EAD206405...

Name: Scott LaValley
Title: Chief Executive Officer

Date: October 22, 2025

Exhibit H

November 24, 2025

Cartwheel Robotics, Inc.
6127 Reno Hwy
Fallon, NV 98406
Attention: Scott LaValley

Re: Secured Promissory Note dated July 29, 2024

The promissory note has a maturity date of November 8, 2025. You are already over two weeks late, I'm very concerned. Pursuant to section 10.4, the note will be considered in default, if principal and interest are not paid within the next 5 days.

Principal: $87,075

Interest: $18,376.79

Total due: $105,451.79

10. Events of Default. The occurrence and continuance of any of the following shall constitute an Event of Default hereunder:

10.1 Failure to Pay. The Borrower fails to pay (a) any principal amount of the Loan when due or (b) interest or any other amount when due and such failure continues for five (5) days after written notice to the Borrower.

Bill LaValley
Manager, 6127 Reno Hwy LLC
Fallon, NV 89406

Exhibit I

December 2, 2025

Cartwheel Robotics, Inc.
6127 Reno Hwy
Fallon, NV 89406
Attention: Scott LaValley

Notice of Strict Foreclosure under UCC Section nine-six-twenty.

You defaulted on the secured promissory note, now totaling one hundred five thousand four hundred fifty-one dollars ($105,451), with interest and principal, due after failing to pay as demanded on November twenty-fourth, five days ago.

Pursuant to Article 10 point 1 of the security agreement, we intend to strictly foreclose on the collateral as outlined on the UCC financing statement (see attached), effective ten days from receipt if you don't object or redeem.

With your cooperation, please execute transfer today.

Acknowledge below.

Landlord:

______________________ Date: December 2, 2025

Bill LaValley
Manager, 6127 Reno Hwy LLC
127 Reno Hwy, Fallon NV 89406

Acknowledged by:

Tenant:

______________________ Date: __________.

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
(415) 254-6409

B. E-MAIL CONTACT AT FILER (optional)
6127RENOHWYLLC@GMAIL.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

6127 RENO HWY LLC
6127 RENO HWY
FALLON, NV 89406
US

Delaware Department of State
U.C.C. Filing Section
Filed: 02:14 PM 10/21/2025
U.C.C. Initial Filing No: 2025 7898163

Service Request No: 20254326349

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

1a. ORGANIZATION'S NAME: CARTWHEEL ROBOTICS INC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS	**CITY**	**STATE**	**POSTAL CODE**	**COUNTRY**
6127 RENO HWY	FALLON	NV	89406	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME:

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	**CITY**	**STATE**	**POSTAL CODE**	**COUNTRY**

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: 6127 RENO HWY LLC

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS	**CITY**	**STATE**	**POSTAL CODE**	**COUNTRY**
6127 RENO HWY	FALLON	NV	89406	US

4. COLLATERAL: This financing statement covers the following collateral:

All assets of the Debtor, whether now owned or hereafter acquired or arising, wherever located, including without limitation, all tangible and intangible property of every kind and description, including without limitation: all equipment, machinery, inventory, goods, fixtures, furniture, and other tangible personal property; all accounts, chattel paper, deposit accounts, documents, instruments, investment property, letter-of-credit rights, and general intangibles (including payment intangibles, software, intellectual property rights, know-how, trade secrets, customer lists, trademarks, trade names, copyrights, domain names, goodwill, and proprietary technology); and all proceeds and products of the foregoing.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Exhibit J

December 4, 2025

Cartwheel Robotics, Inc.
6127 Reno Hwy
Fallon, NV 89406
Attention: Scott LaValley

Notice of Strict Foreclosure under UCC Section nine-six-twenty.

More I look at the current situation of Cartwheel (Cartwheel Robotics, Inc.) having financial problems, I realize this is going to fall on the back of the LLC (6127 Reno highway LLC) to solve. Just a little reminder of history of what got us to where we are right now.

> March 30, 2023, Cartwheel approached the LLC indicating you had just lost your Disney contract and were in the process of trying to raise funds to further Cartwheel objectives. At this point Cartwheel had already acquired a lot of expensive machine equipment. We discussed Cartwheel reducing rent to 50% ($3,000 per month) putting the unpaid rent into the future using the equipment as collateral. The LLC appraised the value and realized there was sufficient value if Cartwheel had to close their door to recover the 50% deferred rent which amounted to about $3000 per month.
>
> August 31, 2023, Cartwheel advised the LLC that no salaries were being paid and could we negotiate future rent on a promissory note secured by all assets and IP as collateral. Cartwheel was attempting to secure investment money to continue the R&D of a humanoid robot. LLC agreed that this would be done for up to one year.
>
> July 29, 2024, Cartwheel indicated that they had some investment dollars that were about to materialize, that would enable Cartwheel to carry forward with R&D creation of humanoid robot. Various organizations would be investing in Cartwheel, but they did not want the money being used to pay Cartwheel back rent. At this point we signed a Secured Promissory Note and Security Agreement for $87,075 with a due date of November 8, 2025. Apparently, putting the due date on this note out about 18 months made Cartwheel investors feel comfortable that their investment dollars were not going to be to cover your back rent and that future investments or revenues could pay that off.

Issues that the landlord must deal with because of foreclosing.

1. It is my understanding that the total value of Cartwheel assets is insufficient to cover the outstanding Secured Note.
2. The leased equipment has a street value of approximately the value that is owed on the leases, per discussions we have recently had, following an appraisal that you had on the assets of Cartwheel. By the way, LLC would like to get a copy of that appraisal.
3. The various leased equipment is specific to certain industries and it's difficult to liquidate in a short period of time. This means the equipment will be occupying landlord property

for considerable time unless we can find a liquidator who can take the equipment into their possession and pay pennies on the dollar. If we were to attempt to liquidate the equipment ourselves that would involve marketing effort to try to find buyers and to entertain potential buyers to examine the equipment.

4. The big problem arises with the least equipment. The CNC lathe blocks the Bay door to the building, preventing access for removal of any large equipment including the CNC mill, a manual lathe and a manual a mill.
5. Several leasing companies are involved; so, the leasing company that has the CNC lathe must remove their UCC leaned property to give access to the other equipment.
6. The heavy equipment movers had problems moving the equipment into Cartwheel location, building #2 has a gravel driveway and limited room to negotiate heavy moving equipment.
7. Cartwheel made their last rent payment for the month of December so as of January 1 there is no rental income, so power will be shut off to the building. This creates a problem when attempting to liquidate the equipment, a potential buyer cannot look at or evaluate the equipment and additionally without power being applied to the building it will be freezing during the winter months which may cause damage to the equipment.
8. The LLC believes the equipment is nearly paid off, the leasing companies could simply abandon the equipment in place because the cost to dismantle and move may exceed what they would receive on sale. This would mean that it would fall on the landlord to get rid of the equipment, requiring the landlord to turn on NV Energy electrical power potential buyer could evaluate the equipment for purchase.
9. During this time, there's no insurance on the equipment, there is no rent coming in for the landlord. If this takes six months, that's another $40,000 in lost income.
10. Then, there's the removal of lathe and machine metal turnings and other scrap material.
11. An additional concern, what hazardous materials are on site that will need to be disposed of
12. Once all equipment and material are removed from building 2, repair must be done to walls and floor do you prepare the space for a new tenant.

In summary, the landlord's loss is not only the lost of past rent and interest of $105,451.79, but also an additional six months of rent that cannot be realized, about $40,000. Then the cost of removing the CNC equipment, at probably a break even, that involves time and expense of an estimated $40,000 between dismantling the equipment and heavy hauling charges to remove the equipment. In addition, NV Energy electrical power would be another $3,000 or $4,000.

The total landlord's loss is closer to $190,000 less the liquidation of non-leased equipment. Overall, the landlord is out about $150,000 before the property can be rent generating.

I was hoping that we could mitigate these damages by my not having to spend another $5,000 to $10,000 to hire an attorney. Any delays are costing LLC $6,000 per month income. LLC must still pay property taxes, maintenance and insurance.

The landlord worked with Cartwheel when they were having difficult times, worked with Cartwheel when their investors didn't want to pay the back rent, but wanted it at deferred until November 8, 2025.

LLC had hoped that Cartwheel would reflect on how accommodating the landlord has been to Cartwheel's evolution into creating a fantastic, very impressive Yogi robot. It is our understanding that not only did Cartwheel achieve its goals with its investors but, exceeded those goals by creating not just a walking robot but also upper body with arm movement and introducing AI. What we have observed on LinkedIn is absolutely mind blowing.

So, why should the landlord take it in the chops for Cartwheel 's successes and the investors enjoying the success that they financed.

Cartwheel and their investors have gained tremendous knowledge from their R&D investment which will permit all parties to move forward in a positive fashion knowing that their investment has realized the objectives that were set forward.

I beg that you except the foreclosure on your Secured Promissory Note that entitles the landlord to immediate access to all assets of Cartwheel including all equipment, bank accounts, tangible and intangible property.

Please execute transfer today.

Acknowledge below.

Landlord:

_________________________ Date: December 4, 2025

Bill LaValley
Manager, 6127 Reno Hwy LLC
127 Reno Hwy, Fallon NV 89406

Acknowledged by:

Tenant:

_________________________ Date: __________.

Exhibit K

December 5, 2025

Cartwheel Robotics, Inc.
6127 Reno Hwy
Fallon, NV 89406
Attention: Scott LaValley

Notice of Strict Foreclosure under UCC Section nine-six-twenty.

Cartwheel (Cartwheel Robotics, Inc.) owes LLC (6127 Reno highway LLC) money and is in breach of the Promissory Note dated July 29, 2024. After reviewing the appraisal report which lists all equipment, I'm enacting a strict foreclosure on all tangible and intangible assets. This expressly excludes any assets that have other liens for specific equipment, but LLC is given the right to negotiate ownership directly with those parties but does not accept any liability for monies owed. Additionally, Cartwheel may keep all bank accounts strictly for the purpose of wind down (legal, payroll, taxes, etc).

Cartwheel acknowledges the outstanding Promissory Note liability and agrees that LLC will take the above assets as full satisfaction of that note.

LLC as the secured party is accepting the above collateral in full satisfaction of obligation and Cartwheel as debtor consents to acceptance

Please acknowledge your agreement so that assets can be fully transferred today.

Landlord:
Date: December 5,2025

Bill LaValley

Manager, 6127 Reno Hwy LLC

6127 Reno Hwy, Fallon NV 89406

Acknowledged by:

Tenant:
Date: 12/5/25

The following junior secured creditors acknowledge that they are not objecting to LLC acceptance of collateral as full.

Acknowledged by:

Scott LaValley:

_______________ Date: 12/15/25

Acknowledged by:

Samantha Conway:

_______________ Date: 12/5/25.

ELECTION TO CONSENT TO STRICT FORECLOSURE BY

UNANIMOUS WRITTEN CONSENT OF THE

SOLE DIRECTOR OF CARTWHEEL ROBOTICS, INC.

(A DELAWARE CORPORATION)

Pursuant to Section 141(f) of the Delaware General Corporation Law (the "***DGCL***"), the undersigned, Scott LaValley (the "***Sole Director***"), being the Sole Director of Cartwheel Robotics, Inc., a Delaware Corporation (the "***Company***"), representing 100% of the voting power entitled to vote on this matter, does hereby consent to the taking of the following actions on behalf of the Company in lieu of holding a formal board meeting, and, by execution of this Unanimous Written Consent, the undersigned hereby waives any notice that may be required.

WHEREAS, the Company entered into that certain Secured Promissory Note and Security Agreement with 6127 Reno Hwy LLC (the "***Secured Creditor***") in the principal amount of $87,075, dated July 29, 2024 (jointly referred to as the "***Note***"). The Note and Security Agreement are attached hereto as Exhibit A;

WHEREAS, the Note was additionally secured by a UCC-1 Financing Statement designated with filing number 2025-7898163 (the "***Financing Statement***"). The Financing Statement is attached hereto as Exhibit B;

WHEREAS the entire principal amount and accrued interest amount, totaling $105,451.79, became due and owing on the maturity date, November 8, 2025, but the Company was unable to payoff said amount;

WHEREAS the Secured Creditor thereafter delivered a notice of demand for Strict Foreclosure pursuant to the Delaware Uniform Commercial Code. The notice of Strict Foreclosure agreed to accept all assets, tangible and intangible, with certain exceptions, as full satisfaction for the amount owing under the Note. The Secured Creditor agreed to forego on the following assets: the Company's bank accounts and any other specific equipment which was separately secured by a UCC-1 Financing Statement by a manufacturer or financing company. The Notice of Strict Foreclosure is attached hereto as Exhibit C;

WHEREAS the Company, aware that it was unable to pay off the Note and other debts, obtained an appraisal on all of its assets from Daniel C. Watson, a Certified Appraiser with the Certified Appraisers Guild of America (the "***Appraisal***"). The Appraisal arrived at an aggregate valuation of $274,607 for the tangible assets. However, when subtracting the values associated with the specific equipment that the Secured Creditor forwent on the Strict Foreclosure, the remaining tangible asset value totaled $77,607, which is less than the amount due under the Note. The Appraisal is attached hereto as Exhibit D. Subsequent to delivery of the Appraisal, Mr. Watson confirmed in writing what he stated during the appraisal process regarding the intangible assets of the company: "Intellectual property can be sold in bankruptcy liquidations, but in Cartwheels situation I don't believe there would be value at this time. My understanding is that no copyrights or patents have been issued, because the programs are in development and are unfinished. Without Scott's [Scott LaValley] continued participation the existing code is not usable. Scott would have no obligation to continue to assist the new owner if the court sold the existing code." Mr. Watson was correct, the software is not complete and the Company holds no copyrights or patents.

WHEREAS the Company is still in its development stage, without any income and despite commercially reasonable efforts, unable to complete either an equity or a debt financing round within which it could pay off the Note and continue as a viable enterprise, the Company has insufficient liquidity to enter into protracted litigation with the Secured Party over the rights and title of the Company' assets; and

WHEREAS the Company has insufficient assets to pay off this Note and or its other secured and unsecured creditors the Sole Director believes that it is in the best interest of the Company to consent to the Strict Foreclosure.

NOW, THEREFORE, it is hereby:

RESOLVED, that the Sole Director of the Company, having given due consideration to the financial constraints of a start-up venture without any income or ability to raise capital or debt, and with an asset value that is insufficient to pay off the total amount owing on the Note, hereby unanimously approves acknowledging the monies owing to the Secured Creditor and to consent to the terms of the Strict Foreclosure as outlined in Exhibit C;

FURTHER RESOLVED, that any of the officers of the Company are hereby authorized, empowered, and directed, for, on behalf and in the name of the Company, and without necessity for joinder or consent of any other person, to execute and deliver any and all instruments and documents, and to take any such further action as the Sole Director deems necessary or appropriate to effectuate the consent of the Company to the Strict Foreclosure.

IN WITNESS WHEREOF, the undersigned, being the Sole Director of the Company, has executed this unanimous written consent, effective as of the date first set forth below.

Dated: December 5, 2025

CARTWHEEL ROBOTICS, INC.

By: ______________________

Scott LaValley, Sole Director

Exhibit A

Secured Note and Security Agreement

SECURED PROMISSORY NOTE

$87,075

FOR VALUE RECEIVED, and subject to the terms and conditions set forth herein, Cartwheel, Inc., a Delaware corporation (the "**Borrower**"), hereby unconditionally promises to pay to the order of 6127 Reno Hwy LLC or its assigns (the "**Noteholder,**" and together with the Borrower, the "**Parties**"), the aggregate of all amounts the Noteholder has disbursed to the Borrower pursuant to Section 2.2, together with all accrued interest thereon as provided in this Promissory Note (the "**Note**").

1. Definitions; Interpretation.

1.1 Capitalized terms used herein shall have the meanings set forth in this Section 1.

"**Advance**" means each disbursement made by the Noteholder to the Borrower pursuant to Section 2.2.

"**Affiliate**" as to any Person, means any other Person that, directly or indirectly through one or more intermediaries, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 10 % or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

"**Anti-Corruption Laws**" means all laws, rules, and regulations of any jurisdiction applicable to the Borrower from time to time concerning or relating to bribery or corruption, including the United States Foreign Corrupt Practices Act of 1977.

"**Anti-Terrorism Laws**" means all laws, rules, and regulations of any jurisdiction related to money laundering or financing terrorism including the USA PATRIOT Act, The Currency and Foreign Transactions Reporting Act (31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959) (also known as the "Bank Secrecy Act"), the Trading With the Enemy Act (50 U.S.C. § 1 et seq.) and Executive Order 13224 (effective September 24, 2001).

"**Applicable Rate**" means the rate equal to eight percent (8%).

"**Beneficial Ownership Regulation**" has the meaning set forth Section 12.10.

"**Borrower**" has the meaning set forth in the introductory paragraph.

"**Borrowing Notice**" has the meaning set forth in Section 2.2.

"Business Day" means a day other than a Saturday, Sunday, or other day on which commercial banks in Reno, Nevada are authorized or required by law to close.

"Commitment Period" means the period from the date hereof to the Maturity Date.

"Debt" of the Borrower, means all (a) indebtedness for borrowed money; (b) obligations for the deferred purchase price of property or services, except trade payables arising in the ordinary course of business; (c) obligations evidenced by notes, bonds, debentures, or other similar instruments; (d) obligations as lessee under capital leases; (e) obligations in respect of any interest rate swaps, currency exchange agreements, commodity swaps, caps, collar agreements, or similar arrangements entered into by the Borrower providing for protection against fluctuations in interest rates, currency exchange rates, or commodity prices, or the exchange of nominal interest obligations, either generally or under specific contingencies; (f) obligations under acceptance facilities and letters of credit; (g) guaranties, endorsements (other than for collection or deposit in the ordinary course of business), and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any Person, or otherwise to assure a creditor against loss, in each case, in respect of indebtedness set out in clauses (a) through (f) of a Person other than the Borrower; (h) indebtedness set out in clauses (a) through (g) of any Person other than Borrower secured by any lien on any asset of the Borrower, whether or not such indebtedness has been assumed by the Borrower, and (i) indebtedness of any partnership, unlimited liability company, or unincorporated joint venture in which the Borrower is a general partner, member, or a joint venturer, respectively (unless such Debt is expressly made non-recourse to the Borrower).

"Default" means any of the events specified in Section 10 which constitute an Event of Default or which, upon the giving of notice, the lapse of time, or both, pursuant to Section 10, would, unless cured or waived, become an Event of Default.

"Default Rate" means the Applicable Rate plus 2%.

"Event of Default" has the meaning set forth in Section 10.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time.

"Governmental Authority" means the government of the United States of America or any nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Law" as to any Person, means the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law (including common law), statute, ordinance, treaty, rule, regulation, order, decree, judgment, writ, injunction, settlement agreement, requirement or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Lien" means any mortgage, pledge, hypothecation, encumbrance, lien (statutory or other), charge, or other security interest.

"Loan" means the aggregate of all Advances made to the Borrower under the terms of this Note in a principal amount not to exceed $87,075.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, properties, liabilities (actual or contingent), operations, or condition (financial or otherwise), or prospects of the Borrower; (b) the validity or enforceability of the Note or Security Agreement; (c) the perfection or priority of any Lien purported to be created under the Security Agreement; (d) the rights or remedies of the Noteholder hereunder or under the Security Agreement; or (e) the Borrower's ability to perform any of its material obligations hereunder or under the Security Agreement.

"Maturity Date" means the earlier of (a) November 8, 2025 and (b) the date on which all amounts under this Note shall become due and payable pursuant to Section 11.

"Note" has the meaning set forth in the introductory paragraph.

"Noteholder" has the meaning set forth in the introductory paragraph.

"OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control.

"Parties" has the meaning set forth in the introductory paragraph.

"Person" means any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, Governmental Authority, or other entity.

"Sanctioned Country" means, at any time, a country or territory which is itself the subject or target of any comprehensive or country-wide Sanctions.

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by a Sanctions Authority; (b) any Person operating, organized, or resident in a Sanctioned Country, (c) any Person controlled or 50% owned by any such Person or Persons described in the foregoing clauses (a) or (b), or (d) any Person that is the subject or target of any Sanctions.

"Sanctions" mean all economic or financial sanctions or trade embargoes imposed, administered, or enforced from time to time by a Sanctions Authority.

"Sanctions Authority" means OFAC, the U.S. Department of State, the United Nations Security Council, the European Union, or other relevant sanctions authority.

"Security Agreement" means the Security Agreement, dated as of the date hereof, by and between the Borrower and Noteholder.

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56, signed into law October 26, 2001).

1.2 Interpretation. For purposes of this Note (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Note as a whole. The definitions given for any defined terms in this Note shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. Unless the context otherwise requires, references herein to: (x) Schedules, Exhibits, and Sections mean the Schedules, Exhibits, and Sections of this Note; (y) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Note shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

2. Loan Disbursement Mechanics.

2.1 Commitment. Subject to Section 2.2, the Noteholder shall make available to the Borrower one or more Advances during the Commitment Period in an aggregate amount not to exceed the Loan.

2.2 Advances. As a condition to the disbursement of any Advance, the Borrower shall, at least three (3) Business Days prior to the requested disbursement date, deliver to the Noteholder a written notice (the **"Borrowing Notice"**) setting out (a) that no Default has occurred and is continuing; (b) the amount of the Advance; and (c) the date on which the Advance is to be disbursed. Each Borrowing Notice shall be deemed to repeat the Borrower's representations and warranties in Section 7 as of the date of such Borrowing Notice. Upon receipt of the Borrowing Notice, the Noteholder shall make available to the Borrower on the disbursement date the amount set out in the notice in immediately available funds.

3. Payment Dates; Optional Prepayments.

3.1 Payment Dates. The aggregate unpaid principal amount of the Loan, all accrued and unpaid interest, and all other amounts payable under this Note shall be due and payable on the Maturity Date, unless otherwise provided in Section 11.

3.2 Optional Prepayments. The Borrower may prepay the Loan in whole or in part at any time or from time to time without penalty or premium by paying the principal amount to be prepaid together with accrued interest thereon to the date of prepayment. No prepaid amount may be reborrowed.

4. Security Agreement. The Borrower's performance of its obligations hereunder is secured by a first priority security interest in the collateral specified in the Security Agreement.

5. Interest.

5.1 Interest Rate. Except as otherwise provided herein, the outstanding principal amount of any Advance made hereunder shall bear interest at the Applicable Rate from the date such Advance was made until such Advance is paid in full, whether at maturity, upon acceleration, by prepayment, or otherwise.

5.2 Interest Payment Dates. Interest shall accrue on a compounded basis until maturity..

5.3 Default Interest. If any amount payable hereunder is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration, or otherwise, such overdue amount shall bear interest at the Default Rate from the date of such non-payment until such amount is paid in full.

5.4 Computation of Interest. All computations of interest shall be made on the basis of 365 or 366 days, as the case may be, and the actual number of days elapsed. Interest shall accrue on each Advance on the day on which such Advance is made, and shall not accrue on such Advance for the day on which it is paid.

5.5 Interest Rate Limitation. If at any time and for any reason whatsoever, the interest rate payable on any Advance shall exceed the maximum rate of interest permitted to be charged by the Noteholder to the Borrower under applicable Law, that portion of each sum paid attributable to that portion of such interest rate that exceeds the maximum rate of interest permitted by applicable Law shall be deemed a voluntary prepayment of principal.

6. Payment Mechanics.

6.1 Manner of Payments. All payments of interest and principal shall be made in lawful money of the United States of America no later than 12:00 PM on the date on which such payment is due by cashier's check, certified check, or by wire transfer of immediately available funds to the Noteholder's account at a bank specified by the Noteholder in writing to the Borrower from time to time.

6.2 Application of Payments. All payments made under this Note shall be applied *first* to the payment of any fees or charges outstanding hereunder, *second* to accrued interest, and *third* to the payment of the principal amount outstanding under the Note.

6.3 Business Day Convention. Whenever any payment to be made hereunder shall be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension will be taken into account in calculating the amount of interest payable under this Note.

6.4 Evidence of Debt. The Noteholder is authorized to record on the grid attached hereto as Exhibit A each Advance made to the Borrower and each payment or prepayment thereof. The entries made by the Noteholder shall, to the extent permitted by applicable Law, be prima facie evidence of the existence and amounts of the obligations of the Borrower therein recorded; *provided, however,* that the failure of the Noteholder to record such payments or prepayments, or any inaccuracy therein, shall not in any manner affect the obligation of the Borrower to repay (with applicable interest) the Loan in accordance with the terms of this Note.

6.5 Rescission of Payments. If at any time any payment made by the Borrower under this Note is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of the Borrower or otherwise, the Borrower's obligation to make such payment shall be reinstated as though such payment had not been made.

7. Representations and Warranties. The Borrower hereby represents and warrants to the Noteholder on the date hereof as follows:

7.1 Existence; Power and Authority; Compliance with Laws. The Borrower (a) is a corporation duly incorporated, validly existing, and in good standing under the laws of the state of its jurisdiction of organization, (b) has the requisite power and authority, and the legal right, to own, lease, and operate its properties and assets and to conduct its business as it is now being conducted, to execute and deliver this Note and the Security Agreement, and to perform its obligations hereunder and thereunder, and (c) is in compliance with all Laws.

7.2 Authorization; Execution and Delivery. The execution and delivery of this Note and the Security Agreement by the Borrower and the performance of its obligations hereunder and thereunder have been duly authorized by all necessary corpoarteaction in accordance with all applicable Laws. The Borrower has duly executed and delivered this Note and the Security Agreement.

7.3 No Approvals. No consent or authorization of, filing with, notice to, or other act by, or in respect of, any Governmental Authority or any other Person is required in order for the Borrower to execute, deliver, or perform any of its obligations under this Note or the Security Agreement.

7.4 No Violations. The execution and delivery of this Note and the Security Agreement and the consummation by the Borrower of the transactions contemplated hereby and thereby do not and will not (a) violate any Law applicable to the Borrower or by which any of its properties or assets may be bound; or (b) constitute a default under any material agreement or contract by which the Borrower may be bound.

7.5 Enforceability. The Note and the Security Agreement is a valid, legal, and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

7.6 No Litigation. No action, suit, litigation, investigation, or proceeding of, or before, any arbitrator or Governmental Authority is pending or threatened by or against the Borrower or any of its property or assets (a) with respect to the Note, the Security Agreement, or any of the transactions contemplated hereby or thereby or (b) that would be expected to materially adversely affect the Borrower's financial condition or the ability of the Borrower to perform its obligations under the Note or the Security Agreement.

7.7 Anti-Terrorism Laws. The Borrower is, and to the knowledge of the Borrower, its directors, officers, employees, and agents are, in compliance in all material respects with Anti-Terrorism Laws.

8. Affirmative Covenants. Until all amounts outstanding under this Note have been paid in full, the Borrower shall:

8.1 Maintenance of Existence. (a) Preserve, renew, and maintain in full force and effect its corporate or organizational existence and (b) take all reasonable action to maintain all rights, privileges, and franchises necessary or desirable in the normal conduct of its business, except, in each case, where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

8.2 Compliance. (a) Comply with all Laws applicable to it and its business and its obligations under its material contracts and agreements, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect and (b) maintain in effect and enforce policies and procedures designed to achieve compliance in all material respects by the Borrower and its directors, officers, employees and agents with Anti-Corruption Laws, Anti-Terrorism Laws, and applicable Sanctions.

8.3 Payment Obligations. Pay, discharge, or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its material obligations of whatever nature, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings, and reserves in conformity with GAAP with respect thereto have been provided on its books.

8.4 Notice of Events of Default. As soon as possible and in any event within two (2) Business Days after it becomes aware that an Event of Default has occurred, notify the Noteholder in writing of the nature and extent of such Event of Default and the action, if any, it has taken or proposes to take with respect to such Event of Default.

8.5 Further Assurances. Upon the request of the Noteholder, promptly execute and deliver such further instruments and do or cause to be done such further acts as may be necessary or advisable to carry out the intent and purposes of this Note and the Security Agreement.

9. Negative Covenants. Until all amounts outstanding under this Note have been paid in full, the Borrower shall not:

9.1 Liens. Incur, create, assume, or suffer to exist any Lien on any of its property or assets, whether now owned or hereafter acquired, except for (a) Liens for taxes not yet due or which are being contested in good faith by appropriate proceedings if adequate reserves with respect thereto are maintained on the books of the Borrower in conformity with GAAP; (b) non-consensual Liens arising by operation of law, arising in the ordinary course of business, and for amounts which are not overdue for a period of more than 30 days or that are being contested in good faith by appropriate proceedings; and (c) Liens created pursuant to the Security Agreement.

10. Events of Default. The occurrence and continuance of any of the following shall constitute an Event of Default hereunder:

10.1 Failure to Pay. The Borrower fails to pay (a) any principal amount of the Loan when due or (b) interest or any other amount when due and such failure continues for five (5) days after written notice to the Borrower.

10.2 Breach of Representations and Warranties. Any representation or warranty made or deemed made by the Borrower to the Noteholder herein or in the Security Agreement is incorrect in any material respect on the date as of which such representation or warranty was made or deemed made.

10.3 Breach of Covenants.

The Borrower fails to observe or perform (a) any covenant, condition, or agreement contained in Section 8.4 or Section 9 or (b) any other material covenant, obligation, condition, or agreement contained in this Note or the Security Agreement , other than those specified in clause (a) and Section 10.1, and such failure continues for thirty (30) days after written notice to the Borrower.

10.4 Cross-Defaults. The Borrower fails to pay when due any of its Debt (other than Debt arising under this Note), or any interest or premium thereon, when due and such failure continues after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt.

10.5 Bankruptcy.

(a) The Borrower commences any case, proceeding, or other action (i) under any existing or future Law relating to bankruptcy, insolvency, reorganization, or other relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts or (ii) seeking appointment of a receiver, trustee, custodian, conservator, or other similar official for it or for all or any substantial part of its assets, or the Borrower makes a general assignment for the benefit of its creditors;

(b) There is commenced against the Borrower any case, proceeding, or other action of a nature referred to in Section 10.5(a) which (i) results in the entry of an order for relief or any such adjudication or appointment or (ii) remains undismissed, undischarged, or unbonded for a period of ninety (90) days;

(c) There is commenced against the Borrower any case, proceeding, or other action seeking issuance of a warrant of attachment, execution, or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which has not been vacated, discharged, or stayed or bonded pending appeal within ninety (90) days from the entry thereof;

(d) The Borrower takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in Section 10.5(a), Section 10.5(b), or Section 10.5(c) above; or

(e) The Borrower is generally not, or shall be unable to, or admits in writing its inability to, pay its debts as they become due.

10.6 Judgments. One or more judgments or decrees shall be entered against the Borrower and all of such judgments or decrees shall not have been vacated, discharged, or stayed or bonded pending appeal within ninety (90) days from the entry thereof.

11. Remedies. Upon the occurrence of any Event of Default and at any time thereafter during the continuance of such Event of Default, the Noteholder may, at its option, by written notice to the Borrower (a) terminate its commitment to make any Advances hereunder; (b) declare the entire principal amount of the Loan, together with all accrued interest thereon and all other amounts payable under this Note, immediately due and payable; and (c) exercise any or all of its rights, powers or remedies under the Security Agreement or applicable Law; *provided, however*, that if an Event of Default described in Section 10.5 shall occur, the principal of and accrued interest on the Loan shall become immediately due and payable without any notice, declaration, or other act on the part of the Noteholder.

12. Miscellaneous.

12.1 Notices.

(a) All notices, requests, or other communications required or permitted to be delivered hereunder shall be made in writing and mailed by certified or registered mail, delivered by hand or overnight courier service, or sent by facsimile or email as follows:

(i) If to the Borrower:

Cartwheel Robotics Inc
6127 Reno Hwy
Fallon, NV 89406
Attention of: Scott LaValley
Email: scott.lavalley@cartwheelrobotics.com
Telephone No: 508-525-5726

(ii) If to the Noteholder:

6127 Reno Hwy
Fallon, NV 89406
Attention of: Bill LaValley
Email: bill@a-ops.com
Telephone No: 415-254-6409

(b) Notices if (i) mailed by certified or registered mail or sent by hand or overnight courier service shall be deemed to have been given when received; (ii) sent by facsimile during the recipient's normal business hours shall be deemed to have been given when sent (and if sent after normal business hours shall be deemed to have been given at the opening of the recipient's business on the next business day); and (iii) sent by email shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email, or other written acknowledgment).

12.2 Expenses. The Borrower shall reimburse the Noteholder on demand for all reasonable and documented out-of-pocket costs, expenses, and fees (including reasonable expenses and fees of its counsel) incurred by the Noteholder in connection with the enforcement of the Noteholder's rights hereunder and thereunder.

12.3 Governing Law. This Note, the Security Agreement, and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Note, the Security Agreement, and the transactions contemplated hereby and thereby shall be governed by the laws of the State of Delaware.

12.4 Submission to Jurisdiction.

(a) The Borrower hereby irrevocably and unconditionally (i) agrees that any legal action, suit, or proceeding arising out of or relating to this Note or the Security Agreement may be brought in the courts of the State of Nevada or of the United States of America for the Nevada District Court and (ii) submits to the exclusive jurisdiction of any such court in any such action, suit, or proceeding. Final judgment against the Borrower in any action, suit, or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment.

(b) Nothing in this Section 12.4 shall affect the right of the Noteholder to (i) commence legal proceedings or otherwise sue the Borrower in any other court having jurisdiction over the Borrower or (ii) serve process upon the Borrower in any manner authorized by the laws of any such jurisdiction.

12.5 Venue. The Borrower irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Note or the

Security Agreement in any court referred to in Section 12.4 and the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

12.6 Waiver of Jury Trial. THE BORROWER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS NOTE, THE SECURITY AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY.

12.7 Integration. This Note and the Security Agreement constitute the entire contract between the Parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto.

12.8 Successors and Assigns. This Note may be assigned or transferred by the Noteholder to any Person. The Borrower may not assign or transfer this Note or any of its rights hereunder without the prior written consent of the Noteholder. This Note shall inure to the benefit of, and be binding upon, the Parties and their permitted assigns.

12.9 Waiver of Notice. The Borrower hereby waives demand for payment, presentment for payment, protest, notice of payment, notice of dishonor, notice of nonpayment, notice of acceleration of maturity, and diligence in taking any action to collect sums owing hereunder.

12.10 USA PATRIOT Act. The Noteholder hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act and 31 C.F.R. § 1010.230 (the "**Beneficial Ownership Regulation**"), it is required to obtain, verify, and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Noteholder to identify the Borrower in accordance with the USA PATRIOT Act and the Beneficial Ownership Regulation, and the Borrower agrees to provide such information from time to time to the Noteholder.

12.11 Amendments and Waivers. No term of this Note may be waived, modified, or amended except by an instrument in writing signed by both of the Parties. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

12.12 Headings. The headings of the various Sections and subsections herein are for reference only and shall not define, modify, expand, or limit any of the terms or provisions hereof.

12.13 No Waiver; Cumulative Remedies. No failure to exercise, and no delay in exercising on the part of the Noteholder, of any right, remedy, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The rights, remedies, powers, and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers, and privileges provided by law.

12.14 Electronic Execution. The words "execution," "signed," "signature," and words of similar import in the Note shall be deemed to include electronic or digital signatures or electronic records, each of which shall be of the same effect, validity, and enforceability as manually executed signatures or a paper-based record-keeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 U.S.C. §§ 7001 to 7031), the Uniform Electronic Transactions Act (UETA), or any state law based on the UETA, including the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301 to 309).

12.15 Severability. If any term or provision of this Note or the Security Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Note or the Security Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Note so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has executed this Note as of July 29, 2024.

Cartwheel, Inc.

By____________________________
Name: Scott LaValley
Title: Chief Executive Officer

By its acceptance of this Note, the Noteholder acknowledges and agrees to be bound by the provisions of **Section 2.2.**

6127 Reno Hwy LLC

By____________________________
Name: Bill LaValley
Title: Manager

EXHIBIT A

Advances and Payments on the Loan

Date of Advance	Amount of Advance	Amount of Principal Paid	Unpaid Principal Amount of the Loan	Name of Person Making the Notation
8/31/2023	22,575	0	22,575	Samantha Conway
9/30/2023	6,450	0	29,025	Samantha Conway
1/25/2024	12,900	0	41,925	Samantha Conway
3/31/2024	25,800	0	67,725	Samantha Conway
7/29/2024	19,350	0	87,075	Samantha Conway

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of July 29, 2024 (as amended, supplemented, or otherwise modified from time to time in accordance with the provisions hereof, this "**Agreement**"), made by and among Cartwheel Robotics, Inc., a Delaware corporation (the "**Grantor**"), in favor of 6127 Reno Hwy LLC, (the "**Secured Party**").

WHEREAS, on the date hereof, the Secured Party has made and may make loans to the Grantor in an aggregate unpaid principal amount not exceeding Twenty Five Thousand Dollars ($87075) (the "**Loans**"), evidenced by that certain Secured Promissory Note of even date herewith (as amended, supplemented, or otherwise modified from time to time, the "**Loan Agreement**") made by the Grantor and payable to the order of the Secured Party. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement;

WHEREAS, this Agreement is given by the Grantor in favor of the Secured Party to secure the payment and performance of all of the Secured Obligations; and

WHEREAS, it is a condition to the obligations of the Lender to make the Loans under the Loan Agreement that the Grantor execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

(a) Unless otherwise specified herein, all references to Sections and Schedules herein are to Sections and Schedules of this Agreement.

(b) Unless otherwise defined herein, terms used herein that are defined in the UCC shall have the meanings assigned to them in the UCC. However, if a term is defined in Article 9 of the UCC differently than in another Article of the UCC, the term has the meaning specified in Article 9.

(c) For purposes of this Agreement, the following terms shall have the following meanings:

"**Collateral**" has the meaning set forth in Section 2.

"**Event of Default**" has the meaning set forth in the Loan Agreement.

"**First Priority**" means, except for liens or security interests existing prior to the date of this Agreement associated with certain equipment, with respect to any lien and security interest purported to be created in any Collateral pursuant to this Agreement, such lien and security interest is the most senior lien to which such Collateral is subject (subject only to liens permitted under the Loan Agreement).

"**Perfection Certificate**" has the meaning set forth in Section 5.

"Proceeds" means "proceeds" as such term is defined in section 9-102 of the UCC and, in any event, shall include, without limitation, all dividends or other income from the Collateral, collections thereon, or distributions with respect thereto.

"Secured Obligations" has the meaning set forth in Section 3.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of Delaware or, when the laws of any other state govern the method or manner of the perfection or enforcement of any security interest in any of the Collateral, the Uniform Commercial Code as in effect from time to time in such state.

2. Grant of Security Interest. The Grantor hereby pledges and grants to the Secured Party, and hereby creates a continuing First Priority lien and security interest in favor of the Secured Party in and to all of its right, title, and interest in and to the following, wherever located, whether now existing or hereafter from time to time arising or acquired (collectively, the **"Collateral"**):

(a) all fixtures and personal property of every kind and nature including all accounts (including health-care-insurance receivables), goods (including inventory and equipment), documents (including, if applicable, electronic documents), instruments, promissory notes, chattel paper (whether tangible or electronic), letters of credit, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment property, general intangibles (including all payment intangibles), money, deposit accounts, and any other contract rights or rights to the payment of money; and

(b) all Proceeds and products of each of the foregoing, all books and records relating to the foregoing, all supporting obligations related thereto, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty, or guaranty payable to the Grantor from time to time with respect to any of the foregoing.

3. Secured Obligations. The Collateral secures the due and prompt payment and performance of:

(a) the obligations of the Grantor from time to time arising under the Loan Agreement, this Agreement, or otherwise with respect to the due and prompt payment of (i) the principal of and premium, if any, and interest on the Loans (including interest accruing during the pendency of any bankruptcy, insolvency, receivership, or other similar proceeding, regardless of whether allowed or allowable in such proceeding), when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment, or otherwise and (ii) all other monetary obligations, including fees, costs, attorneys' fees and disbursements, reimbursement obligations, contract causes of action, expenses, and indemnities, whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership, or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Grantor under or in respect of the Loan Agreement and this Agreement; and

(b) all other covenants, duties, debts, obligations, and liabilities of any kind of the Grantor under or in respect of the Loan Agreement, this Agreement, or any other document made, delivered, or given in connection with any of the foregoing, in each case whether evidenced by a note or other writing, whether allowed in any bankruptcy, insolvency, receivership, or other similar proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification, or otherwise, and whether primary, secondary, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, fixed or otherwise (all such obligations, covenants, duties, debts, liabilities, sums, and expenses set forth in Section 3 being herein collectively called the "**Secured Obligations**").

4. Perfection of Security Interest and Further Assurances.

(a) The Grantor shall, from time to time, as may be required by the Secured Party with respect to all Collateral, take all actions as may be requested by the Secured Party to perfect the security interest of the Secured Party in the Collateral, including, without limitation, with respect to all Collateral over which control may be obtained within the meaning of sections 8-106, 9-104, 9-105, 9-106, and 9-107 of the UCC, section 201 of the federal Electronic Signatures in Global and National Commerce Act and, as the case may be, section 16 of the Uniform Electronic Transactions Act, as applicable, the Grantor shall take all actions as may be requested from time to time by the Secured Party so that control of such Collateral is obtained and at all times held by the Secured Party. All of the foregoing shall be at the sole cost and expense of the Grantor.

(b) The Grantor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any relevant jurisdiction any financing statements and amendments thereto that contain the information required by Article 9 of the UCC of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including any financing or continuation statements or other documents for the purpose of perfecting, confirming, continuing, enforcing, or protecting the security interest granted by the Grantor hereunder, without the signature of the Grantor where permitted by law, including the filing of a financing statement describing the Collateral as all assets now owned or hereafter acquired by the Grantor, or words of similar effect. The Grantor agrees to provide all information required by the Secured Party pursuant to this Section promptly to the Secured Party upon request.

(c) The Grantor hereby further authorizes the Secured Party to file with the United States Patent and Trademark Office and the United States Copyright Office (and any successor office and any similar office in any state of the United States or in any other country) this Agreement and other documents for the purpose of perfecting, confirming, continuing, enforcing, or protecting the security interest granted by the Grantor hereunder, without the signature of the Grantor where permitted by law.

(d) If the Grantor shall at any time hold or acquire any certificated securities, promissory notes, tangible chattel paper, negotiable documents, or warehouse receipts relating to the Collateral, the Grantor shall endorse, assign, and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify.

(e) If the Grantor shall at any time hold or acquire a commercial tort claim, the Grantor shall (i) notify the Secured Party in a writing signed by the Grantor of the particulars thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

(f) If any Collateral is at any time in the possession of a bailee, the Grantor shall promptly notify the Secured Party thereof and, at the Secured Party's request and option, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to the Secured Party, that the bailee holds such Collateral for the benefit of the Secured Party and the bailee agrees to comply, without further consent of the Grantor, at any time with instructions of the Secured Party as to such Collateral.

(g) The Grantor agrees that at any time and from time to time, at the expense of the Grantor, the Grantor will promptly execute and deliver all further instruments and documents, obtain such agreements from third parties, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request, in order to create and/or maintain the validity, perfection, or priority of and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder or under any other agreement with respect to any Collateral.

5. Representations and Warranties. The Grantor represents and warrants as follows:

(a) It has previously delivered to the Secured Party a certificate signed by the Grantor and entitled "Perfection Certificate" ("**Perfection Certificate**"), and that: (i) the Grantor's exact legal name is that indicated on the Perfection Certificate and on the signature page hereof, (ii) the Grantor is an organization of the type, and is organized in the jurisdiction, set forth in the Perfection Certificate, (iii) the Perfection Certificate accurately sets forth the Grantor's place of business (or, if more than one, its chief executive office), and its mailing address, (iv) all other information set forth on the Perfection Certificate relating to the Grantor is accurate and complete and (v) there has been no change in any such information since the date on which the Perfection Certificate was signed by the Grantor.

(b) All information set forth on the Perfection Certificate relating to the Collateral is accurate and complete and there has been no change in any such information since the date on which the Perfection Certificate was signed by the Grantor.

(c) At the time the Collateral becomes subject to the lien and security interest created by this Agreement, the Grantor will be the sole, direct, legal, and beneficial owner thereof, free and clear of any lien, security interest, encumbrance, claim, option, or right of others except for the security interest created by this Agreement and other liens permitted by the Loan Agreement.

(d) The pledge of the Collateral pursuant to this Agreement creates a valid and perfected First Priority security interest in the Collateral, securing the payment and performance when due of the Secured Obligations.

(e) It has full power, authority, and legal right to borrow the Loans and pledge the Collateral pursuant to this Agreement.

(f) Each of this Agreement and the Loan Agreement has been duly authorized, executed, and delivered by the Grantor and constitutes a legal, valid, and binding obligation of the Grantor enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights generally and subject to equitable principles (regardless of whether enforcement is sought in equity or at law).

(g) No authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the borrowing of the Loans and the pledge by the Grantor of the Collateral pursuant to this Agreement or for the execution and delivery of the Loan Agreement and this Agreement by the Grantor or the performance by the Grantor of its obligations thereunder.

(h) The execution and delivery of the Loan Agreement and this Agreement by the Grantor and the performance by the Grantor of its obligations thereunder, will not violate any provision of any applicable law or regulation or any order, judgment, writ, award, or decree of any court, arbitrator, or governmental authority, domestic or foreign, applicable to the Grantor or any of its property, or the organizational or governing documents of the Grantor or any agreement or instrument to which the Grantor is party or by which it or its property is bound.

(i) The Grantor has taken all action required on its part for control (as defined in sections 8-106, 9-104, 9-105, 9-106, and 9-107 of the UCC, section 201 of the federal Electronic Signatures in Global and National Commerce Act and, as the case may be, section 16 of the Uniform Electronic Transactions Act, as applicable) to have been obtained by the Secured Party over all Collateral with respect to which such control may be obtained pursuant to the UCC. No person other than the Secured Party has control or possession of all or any part of the Collateral.

6. Voting, Distributions and Receivables.

(a) The Secured Party agrees that unless an Event of Default shall have occurred and be continuing, the Grantor may, to the extent the Grantor has such right as a holder of the Collateral consisting of securities, other Equity Interests or indebtedness owed by any obligor, vote and give consents, ratifications, and waivers with respect thereto, except to the extent that, in the Secured Party's reasonable judgment, any such vote, consent, ratification, or waiver would detract from the value thereof as Collateral or which would be inconsistent with or result in any violation of any provision of the Loan Agreement or this Agreement.

(b) The Secured Party agrees that the Grantor may, unless an Event of Default shall have occurred and be continuing, receive and retain all dividends and other distributions with respect to the Collateral consisting of securities, other Equity Interests, or indebtedness owed by any obligor.

(c) The Secured Party may, or at the request and option of the Secured Party the Grantor shall, notify account debtors and other persons obligated on any of the Collateral of the security interest of the Secured Party in any account, chattel paper, general intangible, instrument, or other Collateral and that payment thereof is to be made directly to the Secured Party.

7. Covenants. The Grantor covenants as follows:

(a) The Grantor will not, without providing at least thirty (30) days' prior written notice to the Secured Party, change its legal name, identity, type of organization, jurisdiction of organization, corporate structure, location of its chief executive office or its principal place of business, or its organizational identification number. The Grantor will, prior to any change described in the preceding sentence, take all actions requested by the Secured Party to maintain the perfection and priority of the Secured Party's security interest in the Collateral.

(b) The Collateral, to the extent not delivered to the Secured Party pursuant to Section 4, will be kept at those locations listed on the Perfection Certificate and the Grantor will not remove the Collateral from such locations without providing at least thirty (30) days' prior written notice to the Secured Party. The Grantor will, prior to any change described in the preceding sentence, take all actions required by the Secured Party to maintain the perfection and priority of the Secured Party's security interest in the Collateral.

(c) The Grantor shall, at its own cost and expense, defend title to the Collateral and the First Priority lien and security interest of the Secured Party therein against the claim of any person claiming against or through the Grantor and shall maintain and preserve such perfected First Priority security interest for so long as this Agreement shall remain in effect.

(d) The Grantor will not sell, offer to sell, dispose of, convey, assign or otherwise transfer, grant any option with respect to, restrict, or grant, create, permit, or suffer to exist any mortgage, pledge, lien, security interest, option, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever on, any of the Collateral or any interest therein except as expressly provided for in the Loan Agreement.

(e) The Grantor will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon. The Grantor will permit the Secured Party, or its designee, to inspect the Collateral at any reasonable time, wherever located.

(f) The Grantor will pay promptly when due all taxes, assessments, governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of the Collateral or incurred in connection with this Agreement.

8. Secured Party Appointed Attorney-in-Fact. The Grantor hereby appoints the Secured Party the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time during the continuance of an Event of Default in the Secured Party's discretion to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement (but the Secured Party shall not be obligated to and shall have no liability to the Grantor or any third party for failure to do so or take action). This appointment, being coupled with an interest, shall be irrevocable. The Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof.

9. Secured Party May Perform. If the Grantor fails to perform any obligation contained in this Agreement, the Secured Party may itself perform, or cause performance of, such obligation, and the expenses of the Secured Party incurred in connection therewith shall be payable by the Grantor; provided that the Secured Party shall not be required to perform or discharge any obligation of the Grantor.

10. Reasonable Care. The Secured Party shall have no duty with respect to the care and preservation of the Collateral beyond the exercise of reasonable care. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which the Secured Party accords its own property, it being understood that the Secured Party shall not have any responsibility for (a) ascertaining or taking action with respect to any claims, the nature or sufficiency of any payment or performance by any party under or pursuant to any agreement relating to the Collateral or other matters relative to any Collateral, whether or not the Secured Party has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any parties with respect to any Collateral. Nothing set forth in this Agreement, nor the exercise by the Secured Party of any of the rights and remedies hereunder, shall relieve the Grantor from the performance of any obligation on the Grantor's part to be performed or observed in respect of any of the Collateral.

11. Remedies Upon Default.

(a) If any Event of Default shall have occurred and be continuing, the Secured Party, without any other notice to or demand upon the Grantor, may assert all rights and remedies of a secured party under the UCC or other applicable law, including, without limitation, the right to take possession of, hold, collect, sell, lease, deliver, grant options to purchase or otherwise retain, liquidate, or dispose of all or any portion of the Collateral. If notice prior to disposition of the Collateral or any portion thereof is necessary under applicable law, written notice mailed to the Grantor at its notice address as provided in Section 15 hereof ten (10) days prior to the date of such disposition shall constitute reasonable notice, but notice given in any other reasonable manner shall be sufficient. So long as the sale of the Collateral is made in a commercially reasonable manner, the Secured Party may sell such Collateral on such terms and to such purchaser(s) as the Secured Party in its absolute discretion may choose, without assuming any credit risk and without any obligation to advertise or give notice of any kind other than that necessary under applicable law. Without precluding any other methods of sale, the sale of the Collateral or any portion thereof shall have been made in a commercially reasonable manner if conducted in conformity with reasonable commercial practices of creditors disposing of similar property. At any sale of the Collateral, if permitted by applicable law, the Secured Party may be the purchaser, licensee, assignee, or recipient of the Collateral or any part thereof and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned, or licensed at such sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price of the Collateral or any part thereof payable at such sale. To the extent permitted by applicable law, the Grantor waives all claims, damages, and demands it may acquire against the Secured Party arising out of the exercise by it of any rights hereunder. The Grantor hereby waives and releases to the fullest extent permitted by law any right or equity of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling the Collateral and any other security for the Secured Obligations or otherwise. At any such sale, unless prohibited by applicable law, the Secured Party or any custodian may bid for and purchase all or any part of the Collateral so sold free from any such right or equity of redemption. Neither the Secured Party nor any custodian shall be liable for failure to collect or realize upon any or all of the Collateral or for any delay in so doing, nor shall it be under any obligation to take any action whatsoever with regard thereto. The Grantor agrees that it would not be commercially unreasonable for the Secured Party to dispose of the Collateral or any portion thereof by utilizing internet sites that provide for the auction of assets of the type included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets. The Secured Party shall not be obligated to clean-up or otherwise prepare the Collateral for sale.

(b) If any Event of Default shall have occurred and be continuing, all rights of the Grantor to (i) exercise the voting and other consensual rights it would otherwise be entitled to exercise pursuant to Section 6(a) and (ii) receive the dividends and other distributions which it would otherwise be entitled to receive and retain pursuant to Section 6(b) shall immediately cease, and all such rights shall thereupon become vested in the Secured Party, which shall have the sole right to exercise such voting and other consensual rights and receive and hold such dividends and other distributions as Collateral.

(c) If any Event of Default shall have occurred and be continuing, any cash held by the Secured Party as Collateral and all cash Proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in whole or in part by the Secured Party to the payment of expenses incurred by the Secured Party in connection with the foregoing or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Party hereunder, including reasonable attorneys' fees, and the balance of such proceeds shall be applied or set off against all or any part of the Secured Obligations in such order as the Secured Party shall elect. Any surplus of such cash or cash Proceeds held by the Secured Party and remaining after payment in full of all the

Secured Obligations shall be paid over to the Grantor or to whomsoever may be lawfully entitled to receive such surplus. The Grantor shall remain liable for any deficiency if such cash and the cash Proceeds of any sale or other realization of the Collateral are insufficient to pay the Secured Obligations and the fees and other charges of any attorneys employed by the Secured Party to collect such deficiency.

(d) If the Secured Party shall determine to exercise its rights to sell all or any of the Collateral pursuant to this Section, the Grantor agrees that, upon request of the Secured Party, the Grantor will, at its own expense, do or cause to be done all such acts and things as may be necessary to make such sale of the Collateral or any part thereof valid and binding and in compliance with applicable law.

12. No Waiver and Cumulative Remedies. The Secured Party shall not by any act (except by a written instrument pursuant to Section 14), delay, indulgence, omission, or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

13. SECURITY INTEREST ABSOLUTE. The Grantor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered, or other action taken in reliance hereon and all other demands and notices of any description. All rights of the Secured Party and liens and security interests hereunder, and all Secured Obligations of the Grantor hereunder, shall be absolute and unconditional irrespective of:

(a) any illegality or lack of validity or enforceability of any Secured Obligation or any related agreement or instrument;

(b) any change in the time, place, or manner of payment of, or in any other term of, the Secured Obligations, or any rescission, waiver, amendment, or other modification of the Loan Agreement, this Agreement, or any other agreement, including any increase in the Secured Obligations resulting from any extension of additional credit or otherwise;

(c) any taking, exchange, substitution, release, impairment, or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver, or other modification of any guaranty, for all or any of the Secured Obligations;

(d) any manner of sale, disposition, or application of proceeds of any Collateral or any other collateral or other assets to all or part of the Secured Obligations;

(e) any default, failure, or delay, wilful or otherwise, in the performance of the Secured Obligations;

(f) any defense, set-off, or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Grantor against the Secured Party; or

(g) any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Loans or any existence of or reliance on any representation by the Secured Party that might vary the risk of the Grantor or otherwise operate as a defense available to, or a legal or equitable discharge of, the Grantor or any other grantor, guarantor, or surety.

14. Amendments. None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated, or waived, and no consent to any departure by the Grantor therefrom shall be effective unless the same shall be in writing and signed by the Secured Party and the Grantor, and then such amendment, modification, supplement, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

15. Addresses For Notices. All notices and other communications provided for in this Agreement shall be in writing and shall be given in the manner and become effective as set forth in the Loan Agreement, and addressed to the respective parties at their addresses as specified on the signature pages hereof or as to either party at such other address as shall be designated by such party in a written notice to each other party.

16. Continuing Security Interest; Further Actions. This Agreement shall create a continuing First Priority lien and security interest in the Collateral and shall (a) subject to Section 17, remain in full force and effect until payment and performance in full of the Secured Obligations, (b) be binding upon the Grantor, its successors, and assigns, and (c) inure to the benefit of the Secured Party and its successors, transferees, and assigns; provided that the Grantor may not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Secured Party. Without limiting the generality of the foregoing clause (c), any assignee of the Secured Party's interest in any agreement or document which includes all or any of the Secured Obligations shall, upon assignment, become vested with all the benefits granted to the Secured Party herein with respect to such Secured Obligations.

17. Termination; Release. On the date on which all Secured Obligations have been paid and performed in full, the Secured Party will, at the request and sole expense of the Grantor, (a) duly assign, transfer, and deliver to or at the direction of the Grantor (without recourse and without any representation or warranty) such of the Collateral as may then remain in the possession of the Secured Party, together with any monies at the time held by the Secured Party hereunder, and (b) execute and deliver to the Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement.

18. GOVERNING LAW. This Agreement and the Loan Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement or the Loan Agreement (except, as to the Loan Agreement, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Delaware. The other provisions of Sections 12.3, 12.4, and 12.5 of the Loan Agreement are incorporated herein, mutatis mutandis, as if a part hereof.

19. Counterparts. This Agreement and any amendments, waivers, consents, or supplements hereto may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement and the Loan Agreement constitute the entire contract among the parties with respect to the subject matter hereof and supersede all previous agreements and understandings, oral or written, with respect thereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Cartwheel Robotics, Inc., as Grantor

By ____________________________

Name: Scott LaValley

Title: Chief Executive Officer

Address for Notices:
6127 Reno Hwy
Fallon, NV 89406

6127 Reno Hwy LLC, as Secured Party

By ____________________________

Name: Bill LaValley

Title: Manager

Address for Notices:
6127 Reno Hwy
Fallon, NV 89406

Exhibit B

Financing Statement

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
(415)254-6409

B. E-MAIL CONTACT AT FILER (optional)
6127RENOHWYLLC@GMAIL.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

6127 RENO HWY LLC
6127 RENO HWY
FALLON, NV 89406
US

Delaware Department of State
U.C.C. Filing Section
Filed: 02:14 PM 10/21/2025
U.C.C. Initial Filing No: 2025 7898163

Service Request No: 20254326349

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: CARTWHEEL ROBOTICS INC					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX
1c. MAILING ADDRESS: 6127 RENO HWY	CITY: FALLON	STATE: NV	POSTAL CODE: 89406		COUNTRY: US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: 6127 RENO HWY LLC				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS: 6127 RENO HWY	CITY: FALLON	STATE: NV	POSTAL CODE: 89406	COUNTRY: US

4. COLLATERAL: This financing statement covers the following collateral:
All assets of the Debtor, whether now owned or hereafter acquired or arising, wherever located, including without limitation, all tangible and intangible property of every kind and description, including without limitation: all equipment, machinery, inventory, goods, fixtures, furniture, and other tangible personal property; all accounts, chattel paper, deposit accounts, documents, instruments, investment property, letter-of-credit rights, and general intangibles (including payment intangibles, software, intellectual property rights, know-how, trade secrets, customer lists, trademarks, trade names, copyrights, domain names, goodwill, and proprietary technology); and all proceeds and products of the foregoing.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: ☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Exhibit C

Notice of Strict Foreclosure

December 5, 2025

Cartwheel Robotics, Inc.
6127 Reno Hwy
Fallon, NV 89406
Attention: Scott LaValley

Notice of Strict Foreclosure under UCC Section nine-six-twenty.

Cartwheel (Cartwheel Robotics, Inc.) owes LLC (6127 Reno highway LLC) money and is in breach of the Promissory Note dated July 29, 2024. After reviewing the appraisal report which lists all equipment, I'm enacting a strict foreclosure on all tangible and intangible assets. This expressly excludes any assets that have other liens for specific equipment, but LLC is given the right to negotiate ownership directly with those parties but does not accept any liability for monies owed. Additionally, Cartwheel may keep all bank accounts strictly for the purpose of wind down (legal, payroll, taxes, etc).

Cartwheel acknowledges the outstanding Promissory Note liability and agrees that LLC will take the above assets as full satisfaction of that note.

LLC as the secured party is accepting the above collateral in full satisfaction of obligation and Cartwheel as debtor consents to acceptance

Please acknowledge your agreement so that assets can be fully transferred today.

Landlord:
Date: December 5,2025

Bill LaValley

Manager, 6127 Reno Hwy LLC

6127 Reno Hwy, Fallon NV 89406

Acknowledged by:

Tenant: Date: 12/5/25

The following junior secured creditors acknowledge that they are not objecting to LLC acceptance of collateral as full.

Acknowledged by:

Scott LaValley:

____________________ Date: 12/15/25

Acknowledged by:

Samantha Conway:

____________________ Date: 12/5/25.

Exhibit D

Appraisal

APPRAISAL REPORT

Prepared For:

Samantha Conway, Chief Operating Officer
Re: Cartwheel Robotics, Incorporated
6127 Reno Highway
Fallon, Nevada 89406

Prepared By:

Daniel C. Watson
2531 Woodson Avenue
Henderson, Nevada 89052

Member: Certified Appraisers Guild of America

Table of Contents

Summary

On November 24, 2025 I personally inspected the listed personal property at 6127 Reno Highway Fallon, Nevada 89406. This was done at the request of Samantha Conway.

Value

Fair Market Value

The fair market replacement value for the personal property is:

$274,607.00

This is not the appraisal report. The appraisal report must be read in its entirety.

Condition of Appraisal

The value stated in this report is based on the best judgment of the appraiser given the facts and conditions available at the date of the valuation.

The use of this report is limited to the purpose of determining the value of the personal property for bankruptcy liquidation purposes. This report is to be used in its entirety only.

Any additional research or testimony required by the client or the court will be billed at the current rates.

Disclosure of the contents of this report is governed by the Standards and Practices of the Certified Appraisers Guild of America.

Certification of Report

It should be noted that Daniel C. Watson is a disinterested party in this matter. No prohibited fee was assessed for this report.

Daniel C. Watson has successfully completed the personal property appraiser certification program with the Certified Appraisers Guild of America and is a member in good standing. This report was prepared in accordance with the Standards and Practices of the Certified Appraiser Guild of America, which has review authority of this report.

Daniel C. Watson has personally examined the subject property inventory list. The statements of fact contained in this report are true and correct to the best knowledge and belief of the appraiser.

Daniel C. Watson owned Las Vegas Auction, Inc. from 1974 to April 2008 and Nellis Auction from December 2010 to November 2012 and has varied experience as an auctioneer since 1975 and as an appraiser since 1976. Mr. Watson currently is an independent auctioneer and appraiser.

Daniel C Watson

Daniel C. Watson CAGA
Tax ID 527-78-3329

Purpose of the Report

The purpose of this report is to determine Fair Market Value for bankruptcy liquidation purposes.

Method of Valuation

The method of valuation for this report is Fair Market Value based on comparable items sold at Nellis Auction and other local auction houses in the last two years, internet sales and the use of on line advertisement prices.

Definition of Value

Fair Market Value

Under the United States Treasury regulation 1.170-1© Fair Market Value is defined as:

The price at which the property would change hands between a willing buyer and a willing seller, neither being under compulsion to buy or sell and both having reasonable knowledge of relevant facts.

Basis of Appraisal

Valuation Date

The date of valuation for determining value is November 24, 2025.

Limitations of Property

There were no limitations on use or disposition of this property.

Description

See attached list – Attachment "A"

Factors Affecting Value

Marketability

This merchandise is the type of items that would have a large group of potential buyers.

Condition

The general condition of this inventory is very good.

Analysis

This merchandise is in very good condition and would sell to a large group of potential bidders. The nature of this specialized equipment and the remote location would present obstacles for a liquidation sale. The following listed prices are based on comparison to similar items sold by Nellis Auction and other local auction houses within the last two years, Ebay.com, machinio.com, affordable-machinery.com, sterlingmachinery.com, jmtest.com, machinesale.com, surplusrecord.com, craigslist.com, oferup.com and on line advertisements and also the use of price guides.

Appraiser Qualifications

Daniel C. Watson, CAGA
2531 Woodson Avenue
Henderson, Nevada 89052

Education

Graduate Personal Property Appraiser
Personal property appraiser education program
December 2009

Certified Appraisers Guild of America
Personal property appraiser certification program
February 1994

Authorized Nevada Motor Vehicle Dealer
1995-2008

Missouri Auction School
Auctioneer
January 1978

Northern Arizona University
Flagstaff, Arizona
B. S. Biochemistry
May 1971

Work Experience

Auctioneer and Appraiser

Fifty years as an Auctioneer selling a variety of furniture, antiques, jewelry, collectibles, art, restaurant equipment, medical equipment, tools, store inventories, office furniture, firearms, electronics, boats, aircraft, vehicles and heavy equipment in the Las Vegas area. We sold U. S. Bankruptcy Liquidations, Clark County Public Administrator Estate and bank foreclosure auctions.

Attachment "A"

1. CONAIR COMPUTER..$450.00
2. CONAIR COMPUTER..450.00
3. CONAIR COMPUTER..450.00
4. BOXX COMPUTER APEXX S3...500.00
5. LENOVO THINKBOOK 14" G3 ACL...200.00
6. LENOVO THINKBOOK...350.00
7. BOXX COMPUTER SERVER..500.00
8. LENOVO THINKBOOK 14" G3 ACL...200.00
9. LENOVO IDEALPAD SLIM 7 PRO LAPTOP 225.00
10. SAMSUNG SSD EXTERNAL DRIVE...50.00
11. DELL COMPUTER 250.00
12. LENOVO THINKBOOK P 16..275.00
13. LENOVO THINKBOOK P 16..275.00
14. LENOVO THINKBOOK 9 16..275.00
15. LENOVO THINKBOOK P 16..275.00
16. LENOVO THINKBOOK 14" G3 ACL..200.00
17. LENOVO THINKBOOK 14" G3 ACL..200.00
18. SAMSUNG SSD 2TB EXTERNAL DRIVE..50.00
19. SAMSUNG T7 PORTABLE SSD DRIVE...50.00
20. SAMSUNG T5 PORTABLE SSD 2TB DRIVE...50.00
21. LENOVO THINKBOOK 14" G3 ACL..200.00

Attachment "A" Continued

22. DELL XPS TOWER 12TH GENERATION INTEL CORE....................................250.00
23. LENOVO THINKBOOK 14" G3 ACL 200.00
24. LENOVO COMPUTER...350.00
25. APPLE MACBOOK PRO COMPUTER..325.00
26. LENOVO COMPUTER...350.00
27. (60) CLEAR PLASTIC SHOE BOXES 15.00
28. (50) CLEAR PLASTIC SHOE BOXES 12.00
29. (40) CLEAR PLASTIC SHOE BOXES 10.00
30. DELL COMPUTER...400.00
31. BOXX COMPUTER LINUX AI SYSTEM 650.00
32. BOXX COMPUTER...650.00
33. LENOVO THINKBOOK 14" G3 ACL 200.00
34. T5 PORTABLE SSD 2TB DRIVE...50.00
35. T5 PORTABLE SSD 2TB DRIVE...50.00
36. DEWALT 20 VOLT BATTERY 30.00
37. DEWALT 20 VOLT BATTERY 30.00
38. COUCH..200.00
39. BAR-B-QUE GRILL 325.00
40. GRAINGER UV LIGHT ELECTRONIC INSECT KILLER 60.00
41. GRAINGER UV LIGHT ELECTRONIC INSECT KILLER 60.00
42. COUCH..200.00
43. BAMBU 3-D PRINTER H2S 425.00

Attachment "A" Continued

44. HP PRINTER 50.00

45. OFFICE CHAIR 30.00

46. OFFICE CHAIR 30.00

47. STANDING DESK..60.00

48. STANDING DESK..60.00

49. DAREX TOOL GRINDER G-13 ....950.00

50. OFFICE CHAIR 30.00

51. WIRE SPOOL STORAGE RACK 85.00

52. DELL 27" MONITOR...75.00

53. DELL 27" MONITOR...75.00

54. DELL 27"MONITOR..75.00

55. DELL 27" MONITOR...75.00

56. DELL 27" MONITOR...75.00

57. DELL 27" MONITOR...75.00

58. DELL 27" MONITOR...75.00

59. DELL 27" MONITOR...75.00

60. CRAFTSMAN TOOL BOX TOP 1 ....150.00

61. CRAFTSMAN TOOL BOX BOTTOM 1 ....275.00

62. CRAFTSMAN TOOL BOX TOP 2..150.00

63. CRAFTSMAN TOOL BOX BOTTOM 2...275.00

64. SAMSUNG 70" TV 275.00

65. FRIGIDAIRE REFRIGERATOR...250.00

Attachment "A" Continued

66. PRECISION GRANITE SURFACE PLATE W/ STEEL STAND 700.00
67. CREST 7 GALLON ULTRASONIC CLEANER P2600D 650.00
68. EPSON DOCUMENT SCANNER ES-580W 90.00
69. MITUTOYO 2.6-2" MICROMETER 468-269..375.00
70. AMSCOPE MICROSCOPE W/ RING LIGHT & BASE PLATE..........................325.00
71. CHEMICAL REFRIGERATOR 70.00
72. WILTON VICE 75.00
73. STANDING DESK WOBBLE STOOL..35.00
74. STANDING DESK WOBBLE STOOL..35.00
75. STANDING DESK WOBBLE STOOL..35.00
76. STANDING DESK WOBBLE STOOL..35.00
77. DREMEL TOOL W/ ACCESSORIES..50.00
78. BROTHER LABEL MAKER 35.00
79. BK PRECISION LCR BENCH METER...1,200.00
80. BK PRECISION 4-TERNINAL TEST FIXTURE TL89F2....................................30.00
81. BK PRECISION TEST FIXTURE TL89K1 ....30.00
82. MSC COUNTING BENCH SCALE 8101-15 ....250.00
83. DYMO LABEL WRITER 4XL 45.00
84. DYMO SCALE M25-US 25.00
85. DELL 27" MONITOR..75.00
86. DELL 27" MONITOR..75.00
87. DELL 27" MONITOR..75.00

Attachment "A" Continued

88. KALAMAZOO BAND SAW KC812W 1,750.00

89. DELL 27" MONITOR 75.00

90. WAVLINK AC1200 OUTDOOR WIFI EXTENDER 25.00

91. MESH DRAFTING CHAIR 60.00

92. MESH DRAFTING CHAIR 60.00

93. MESH DRAFTING CHAIR 60.00

94. MESH DRAFING CHAIR 60.00

95. WELLER HEAT GUN 6966C 20.00

96. AMSCOPE MICROSCOPE W/ LIGHT RING & CLAMP 325.00

97. MAIL CART 30.00

98. PALLET JACK 175.00

99. BALDOR 8107WD GRINDER 750.00

100. USA DAKE ARBOR PRESS STAND 150.00

101. USA DAKE ARBOR PRESS 400.00

102. WHITE BOARD 100.00

103. WHITE BOARD 100.00

104. FLUKE 233 REMOTE DISPLAY MULTIMETER 120.00

105. FLUKE 233 REMOTE DISPLAY MULTIMETER 120.00

106. FLUKE 289 TRUE=RMS LOGGING MULTIMETER 150.00

107. SAMSUNG 70" TV 275.00

108. PROSHARK ETHERNET ANALYZER 200.00

109. MITUTOYO GAUGE BLOCK SET 2262A3 ....800.00

Attachment "A" Continued

110. KENT DTS-12F CNC DRILL PRESS 1,600.00

111. ABLAZE 1.5 GALLON VACUUM DEGASSING CHAMBER PUMP 30.00

112. ABLAZE 1.5 GALLON VACUUM DEGASSING CHAMBER CONTAINER 30.00

113. MITUTOYO SOLAR DIGIMATIC INDICATOR 543-502 ....60.00

114. TV STAND 1..50.00

115. TV STAND 2..50.00

116. TRIUMPH TWIST DRILL COMPANY INDEX STEEL DRILL SET 50.00

117. MITUTOYO 12" ELECTRONIC HEIGHT GAUGE...425.00

118. MITUTOYO 1-1.2" MICROMETER 468-267..200.00

119. MITUTOYO 2-2.25" MICROMETER 468-270..200.00

120. MITUTOYO 1.2-1.6" MICROMETER 468-268..200.00

121. MITUTOYO MICROMETER SET 293-961-30 ....200.00

122. MITUTOYO GRADUATION HORIZONTAL DIAL TEST INDICATOR 45.00

123. APC UPS 1500VA BATTERY BACKUP...75.00

124. MITUTOYO 0-6" DIGIMATIC CALIPER 500-196-30...40.00

125. MITUTOYO 0-8" CALIPER 500-197-30 ....40.00

126. GASKET & WASHER PUNCH SET (THIN MATERIAL)....................................85.00

127. HAMMER DRIVEN GASKET & WASHER PUNCH SET...................................120.00

128. EERO PRO 6 HIGH SPEED MESH ROUTER AX 5400 ....65.00

129. EERO PRO 6 HIGH SPEED MESH ROUTER AX 5400 ....65.00

130. EERO PRO 6 HIGH SPEED MESH ROUTER AX 5400 ....65.00

131. MEISEI TOOLS HOTWEEZER...400.00

Attachment "A" Continued

132. APC UPS 1500VA BATTERY BACKUP BX1500M 75.00

133. APC UPS 1500VA BATTERY BACKUP BX1500M 75.00

134. APC UPS 1500VA BATTERY BACKUP BX1500M 75.00

135. DEWALT SHOP VACUUM..35.00

136. PAPER SHREDDER..30.00

137. 10 PAIR 6x1/8" ACCURACY PARALLEL SET 40.00

138. 9 PAIR 6x1/4" ACCURACY PARALLEL SET 40.00

139. TAPMATIC REVERSING TAPPING HEAD RX50-3JT 250.00

140. MANFROTTO 3-SECTION TRIPOD 125.00

141. MITUTOYO 0-6" DIGIMATIC CALIPER 500-196-30......................................40.00

142. MITUTOYO 0-6" DIGIMATIC CALIPER 500-196-30......................................40.00

143. MITUTOYO 0-4" DIGIMATIC CALIPER 500-195-30......................................40.00

144. MITUTOYO 0-4" DIGIMATIC CALIPER 500-195-30......................................40.00

145. MITUTOYO 0-4" DIGIMATIC CALIPER 500-195-30......................................40.00

146. SPI DIGITAL DUROMETER 15-136-5 ....50.00

147. BIOMETRIC SAFE...65.00

148. APC UPS 1550VA BATTERY BACKUP BX1500M 75.00

149. WERA TORQUE LIMITING SCREWDRIVER 4-8.8 N/M 50.00

150. CDI TORQUE LIMITING SCREWDRIVER 1 MAX IN/OZ 611NSM.................50.00

151. WERA TORQUE SCREWDRIVER KIT 1 ....45.00

152. WERA TORQUE SCREWDRIVER KIT 2...45.00

153. WERA TORQUE SCREWDRIVER KIT 3 ....45.00

Attachment "A" Continued

154. FILING CABINET 45.00

155. FLUKE DIGITAL THERMOMETER FLUKE-52-2....................85.00

156. KURT VERSALOCK VISE 3600V 200.00

157. KURT VERSALOCK VISE 3600V 200.00

158. LOGITECH WIRELESS STREAMING CAMERA 1 ....85.00

159. LOGITECH WIRELESS STREAMING CAMERA 2....................85.00

160. LOGITECH WIRELESS STREAMING CAMERA 3 ....85.00

161. BEAM CLAMP 35.00

162. CHAIN HOIST....................200.00

163. GIBRALTAR 52 PIECE BLOCK & CLAMP SET 30.00

164. HEAVY DUTY LIFT CART 475.00

165. OFFICE CHAIR 25.00

166. OFFICE CHAIR 25.00

167. OFFICE CHAIR 25.00

168. OFFICE CHAIR 25.00

169. OFFICE CHAIR 25.00

170. MESH DRAFTING CHAIR....................60.00

171. MESH DRAFTING CHAIR....................60.00

172. BK PRECISION WAVEFORM GENERATOR 4054B....................350.00

173. ZERO SMOG EL FUME EXTRACTOR....................275.00

174. MOUSER OSCILLOSCOPE MSO24 ....950.00

175. DELL 27" MONITOR....................75.00

Attachment "A" Continued

176. DELL 27" MONITOR 75.00
177. DELL 27" MONITOR 75.00
178. DELL 27" MONITOR 75.00
179. EERO PRO 6E HIGH SPEED MESH ROUTER AX 5400 .... 65.00
180. EERO PRO 6E HIGH SPEED MESH ROUTER AX 5400 .... 65.00
181. ULINE VERTICAL BAR RACK 100.00
182. CRAFTSMAN BOTTOM TOOL BOX 3 .... 275.00
183. CRAFTSMAN UPPER TOOL BOX 3 .... 150.00
184. BK PRECISION MULTI-RANGE DC POWER SUPPLY 9202B 250.00
185. BK PRECISION MULTI-RANGE DC POWER SUPPLY 9202B 250.00
186. BK PRECISION MULTI-RANGE DC POWER SUPPLY 9202B 250.00
187. EERO PRO 6 HIGH SPEED MESH ROUTER AX 5400 .... 65.00
188. EERO PRO 6 HIGH SPEED MESH ROUTER AX 5400 .... 65.00
189. EERO PRO 6 HIGH SPEED MESH ROUTER AX 5400 .... 65.00
190. HP LASERJET PRO MFP M281CDW 75.00
191. SCAFFOLDING 500.00
192. AIR FRYER 30.00
193. INGERSOL RAND AIR COMPRESSOR POLYSEP PSG-7 15 HP 9,500.00
194. GVM RGB LED LIGHTING KIT 800D 40.00
195. GOPRO HERO 11 CAMERA 90.00
196. DELL 27" MONITOR 75.00
197. RAZER GAMING KEYBOARD HUNTSMAN 25.00

Attachment "A" Continued

198. DEWALT IMPACT WRENCH MAX XR 20V..45.00

199. EVOLVE DRAFTING CHAIR..60.00

200. UNIVERSAL INTERNAL NES26 THREAD REPAIR TOOL..60.00

201. WIHA RATCHET & MICROBITS 65 PIECE SET..50.00

202. TRIUMPH TWIST DRILL COMPANY DRILL SET 090560T123..85.00

203. SONOS SPEAKERS SONOS ONE SL (2)..250.00

204. SONOS SPEAKERS SONOS ONE SL (4)..400.00

205. SAMSUNG 970 EVO PLUS DRIVE..80.00

206. SAMSUNG 970 EVO PLUS DRIVE..80.00

207. SAMSUNG 970 EVO PLUS DRIVE..80.00

208. DEWALT 20V MAX XR BUSHLESS TOOL KIT (6) TOOLS..225.00

209. DELL 27" MONITOR..75.00

210. DELL 27" MONITOR..75.00

211. DELL 27" MONITOR..75.00

212. DELL 27" MONITOR..75.00

213. DELL 27" MONITOR..75.00

214. CRAFTSMAN TOP TOOL BOX 4..150.00

215. CRAFTMAN BOTTOM TOOL BOX 4..275.00

216. FLUKE 52-2 60HZ INPUT DIGITAL THERMOMETER..125.00

217. AMSCOPE SMSET 0520 BARLOW LENS SET..50.00

218. GVM RGB LED LIGHTING KIT 800D..40.00

219. PRESET TORQUE WRENCH ¼" DR 40-200CNM..40.00

Attachment "A" Continued

220. PROGRAMABLE KEYBOARD XK-0979 .... 70.00

221. FLUKE PRESSURE GUAGE 15PSIA 275.00

222. BK MULTI-RANGE PROGRAMABLE DC POWER SUPPLY 250.00

223. BK MULTI-RANGE PROGRAMABLE DC POWER SUPPLY 250.00

224. BK MULTI-RANGE DC POWER SUPPLY 250.00

225. BX 1500M BACKUP BATTERY POWER SUPPLY 75.00

226. GVM RGB LED LIGHTING KIT 800D 40.00

227. BAMBU 3-D PRINTER H2S 425.00

228. CRAFTSMAN UPPER TOOL BOX 175.00

229. CRAFTSMAN LOWER TOOL BOX 250.00

230. UBIQUITI UNIFI SWITCH USW-24 .... 50.00

231. UBIQUITI UNIFI ROUTER UDM-PRO 125.00

232. HARBOR FREIGHT SAND BLASTER 100.00

233. CRAFTSMAN UPPER TOOL BOX 5 .... 175.00

234. CRAFTSMAN LOWER TOOL BOX 5 .... 250.00

235. 3-D PRINTER DRYER 30.00

236. GALOMB BENCH TOP INJECTION MOLDER 1,100.00

237. MITUTOYO INDICATING MICROMETER 0-1" 510-131 .... 200.00

238. DELL 27" MONITOR 75.00

239. DELL 27" MONITOR 75.00

240. DELL 27" MONITOR 75.00

241. DELL 27" MONITOR 75.00

Attachment "A" Continued

242. DELL 27" MONITOR 75.00
243. STAINLESS STEEL BAKERS RACK 65.00
244. STAINLESS STEEL BAKERS RACK 65.00
245. STAINLESS STEEL BAKERS RACK 65.00
246. STAINLESS STEEL BAKERS RACK 65.00
247. HARBOR FREIGHT 18LB VIBRATING BOWL 50.00
248. 800LB HAND DOLLY 30.00
249. HAAS SHOP LIFT 425.00
250. BAMBU 3-D PRINTER H2S 425.00
251. HAKKO BOARD HEATER 200.00
252. QUINCY LAB MODEL 40 LAB OVEN 400.00
253. QUINCY LAB MODEL 40 LAB OVEN 400.00
254. STEAM DECK CONTROLLER 120.00
255. DELL 27" MONITOR 75.00
256. DELL 27" MONITOR 75.00
257. APC UPS BATTERY BACKUP BX1500M 75.00
258. APC UPS BATTERY BACKUP BX1500M 75.00
259. OFFICE CHAIR 25.00
260. OFFICE CHAIR 25.00
261. OFFICE CHAIR 25.00
262. OFFICE CHAIR 25.00
263. OFFICE CHAIR 25.00

Attachment "A" Continued

264. OFFICE CHAIR 25.00
265. (2) 5-TIER BAKERS RACKS 100.00
266. R8 COLLET SETS 175.00
267. SPI WORKSHOP SQUARES 40.00
268. (10) BLACK TABLES 200.00
269. GAUGE PIN SETS 325.00
270. (6) SHOP BUILT 4'x8' WORK BENCHES 300.00
271. MOUSER TEST PROBES 300.00
272. HDMI SWITCH 50.00
273. (2) 6-TIER BAKERS RACKS 120.00
274. (3) GRAY STORGE CRATES 120.00
275. SPI GRANITE INDICATOR TRANSFER STAND 30-579-7 .... 50.00
276. TMX COLLET CHUCK 3-862-0505P 200.00
277. 150-PC WRENCH SET 50.00
278. (2) 6-TIER BAKERS RACKS 120.00
279. (2) PRECISION SCREWDRIVER 51-PIECE SETS 100.00
280. (10) SHOP BUILT 4'x8' WORK BENCHES 500.00
281. MITUTOYO 1.2" SETTING RING 177-289 .... 40.00
282. BALDOR CAST IRON PEDESTAL BLD GA16 .... 100.00
283. MITUTOYO 2" SETTING RING 177-187 .... 40.00
284. MITUTOYO MICROMETER STAND 156-101-10 .... 25.00
285. (4) NEAFI XL LED TASK LAMP 140.00

Attachment "A" Continued

286. KEURIG COFFEE MAKER..25.00

287. GRAY STORAGE CRATE 40.00

288. LOGITECH KEYBOARD & MOUSE..20.00

289. CADMOUSE PRO 20.00

290. ASSORTED TEST LEADS 100.00

291. CUSHION-LOK DRAINAGE MAT 125.00

292. GAUGE PIN SETS..60.00

293. SPI HARDNESS CALIBRATION BLOCK KIT 15-138-1 ....50.00

294. (2) LOGITECH WEBCAMS 20.00

295. MITUTOYO 1.6" SETTING RING...40.00

296. LOGITECH WEBCAM..20.00

297. PEPLINK CAT-12 MAX TRANSIT DUO PRO W/ ANTENNA......................325.00

298. COLLET SET..200.00

299. (4) BLACK FOLDING CHAIRS 20.00

300. SPI SETUP BLOCKS W/ PIN VISE 50.00

301. (2) NEAFI XL LED TASK LAMPS 70.00

302. THREAD INSERT HAND INSTALL TOOL 35.00

303. 150 PIECE WRENCH SET 50.00

304. (2) CUSHION-LOK DRAINAGE MATS 250.00

305. SHANK DRILL CHUCK 31411 ....150.00

306. (4) LOGITECH WEBCAMS 80.00

307. (10) BLACK TABLES..200.00

Attachment "A" Continued

308. RED PLASTIC ORGANIZER BOXES 100.00

309. 8-PIECE COLLET 16C 1/8" LYN 160-SET-08..125.00

310. BATHROOM SHELVING 70.00

311. (2) MITUTOYO MICROMETER STANDS..50.00

312. METRIC COARSE THREAD REPAIR KIT 40.00

313. (2) PICNIC BENCHES..200.00

314. (2) LOGITECH WEBCAMS 40.00

315. MICROWAVE OVEN...25.00

316. LYNDEX 69-PIECE COLLET SET 175.00

317. MITUTOYO 1" SETTING RING 177-184...40.00

318. ROKOKO ESTEVE MOTION CAPTURE SYSTEM.....................................1,000.00

319. HAAS ROTARY TABLE 5TH AXIS DRIVE 20,000.00

320. VACUUM OVEN CVO-5 ....5,200.00

321. VACUUM OVEN STAND..400.00

322. KENT LATHE RML-1440VT 16,000.00

323. KENT MILL KTM-4VKF-E...7,000.00

324. CASCADE SCIENCE VACUUM PUMP TEFC/IP44 IK08..............................900.00

325. HAAS VF-20Y LATHE ST-20Y 69,000.00

326. HAAS VF2SSYT VERTICAL MILL VF2SSYT 46,000.00

327. 210 MM ROTARY TABLE HRT210 ....6,500.00

328. MITUTOYO CRYSTA-APEX V574 CMM V574 ....26,000.00

329. HAAS 6" TAIL STOCK 500.00

Attachment "A" Continued

330. (7) BLACK PRESSED WOOD ORGANIZER SHELF UNITS............................140.00

331. (4) DIGITAL PRINTS W/ OBAY WILLIAMS "ROBOTS"................................100.00

332. FRAMED PAINTING BY OBAY WILLAIMS "ROBOTS"..................................85.00

333. JIBO ROBOT 125.00

334. MOXIE ROBOT..50.00

335. ASSORTED COMPUTER CABLES & PARTS..150.00

336. ASSORTED UNLISTED HAND TOOLS 300.00

337. 2022 SUBARU OUTBACK #4S4BTADCN3227079 (92,422 MILES)...........14,800.00
(CRACKED WINDSHIELD & TIRES NEED TO BE REPLACED)

Total $274,607.00

Billing Statement

November 24, 2025

Samantha Conway, Chief Operations Officer
Re: Cartwheel Robotics, Incorporated
6127 Reno Highway
Fallon, Nevada 89406

RE: Personal Property Appraisal /

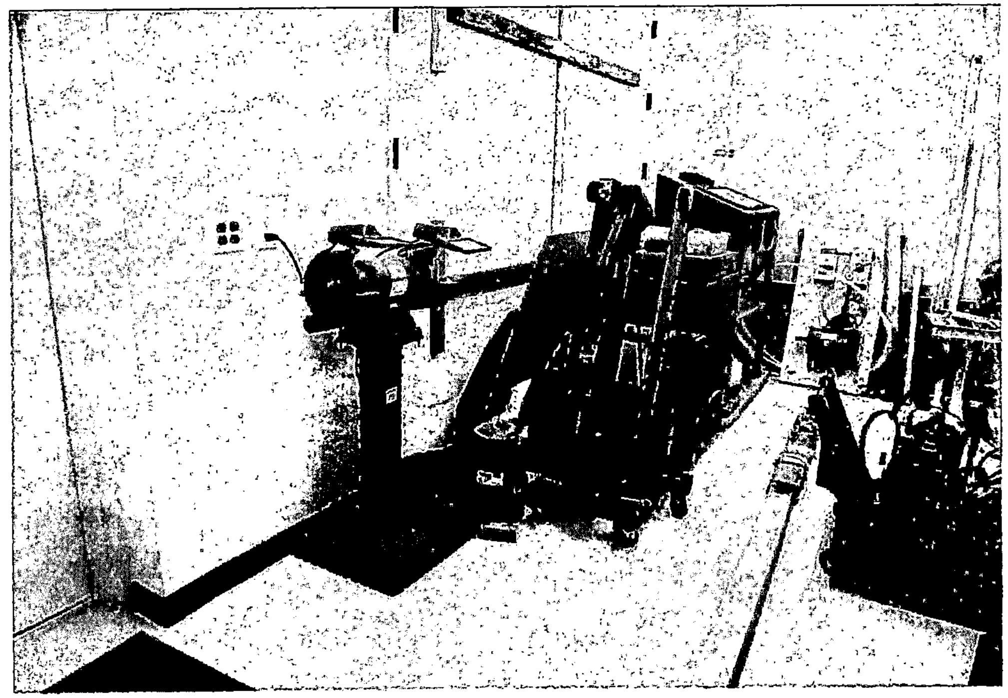
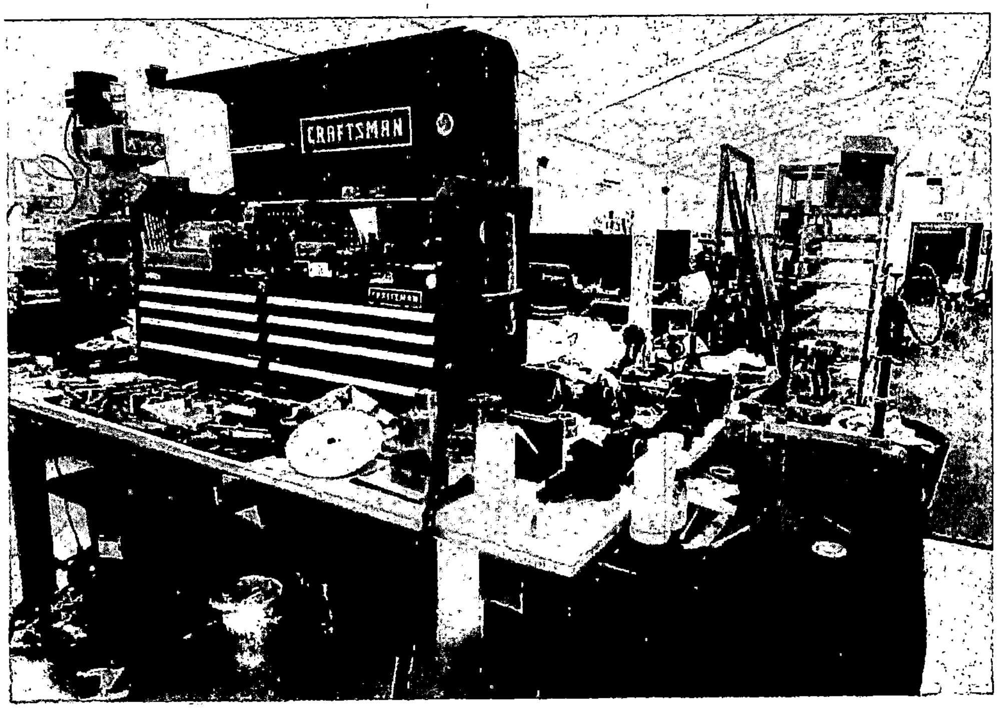
12.5 hours @ $75.00 per hour.. $937.50

Travel Time & Expenses $1,062.50

APPRAISAL FEE $2,000.00

PLEASE REMIT TO: Daniel C. Watson
2531 Woodson Avenue
Henderson, Nevada 89052

Paid in Full!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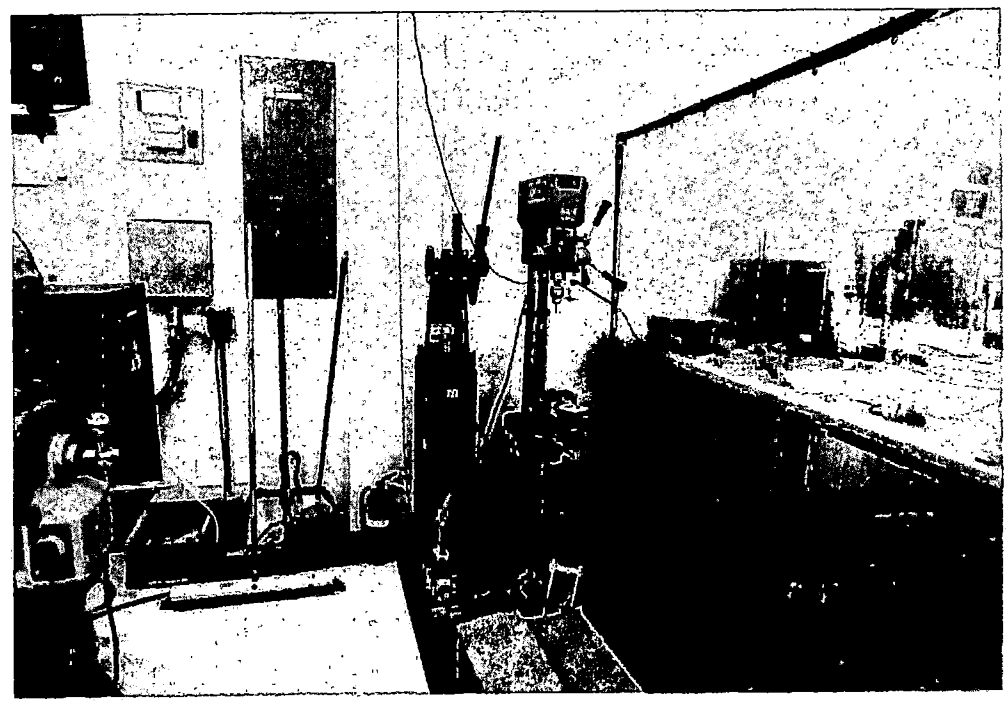
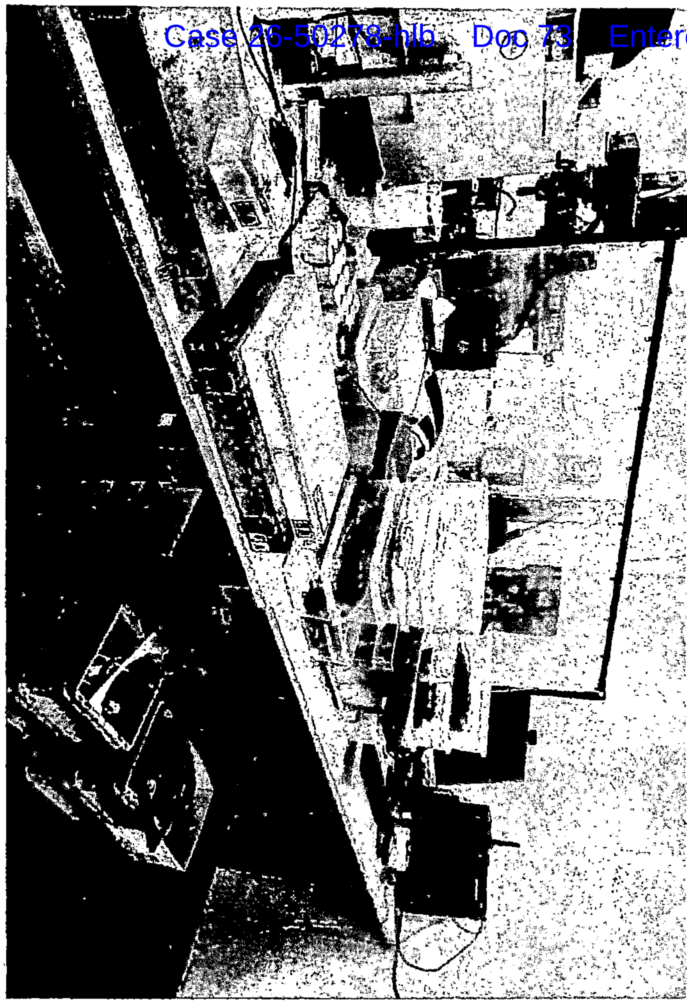
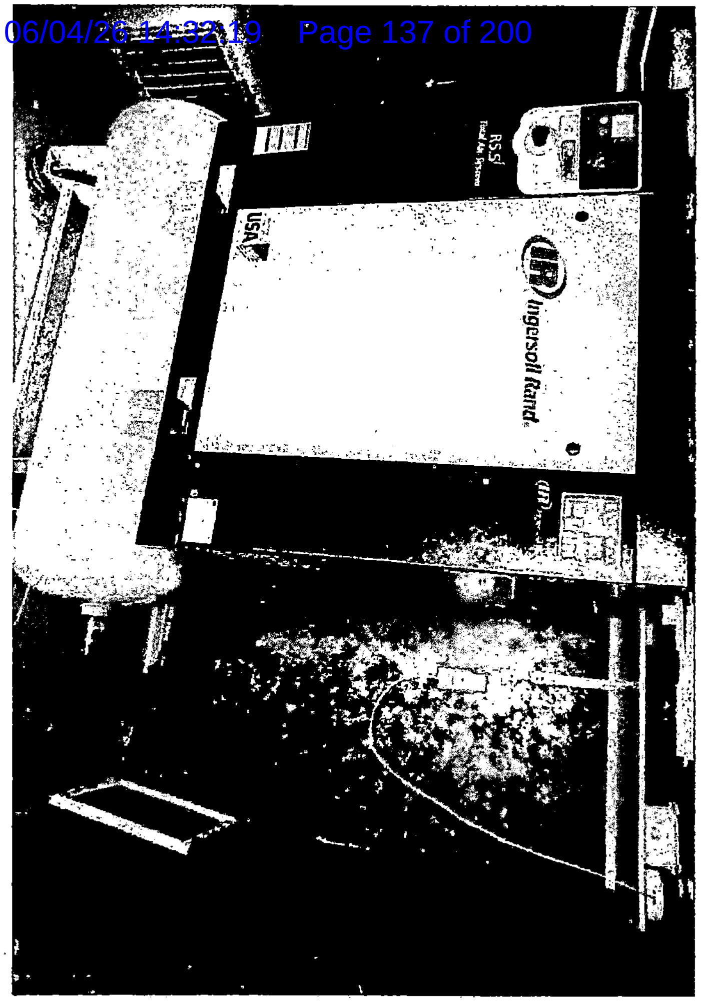
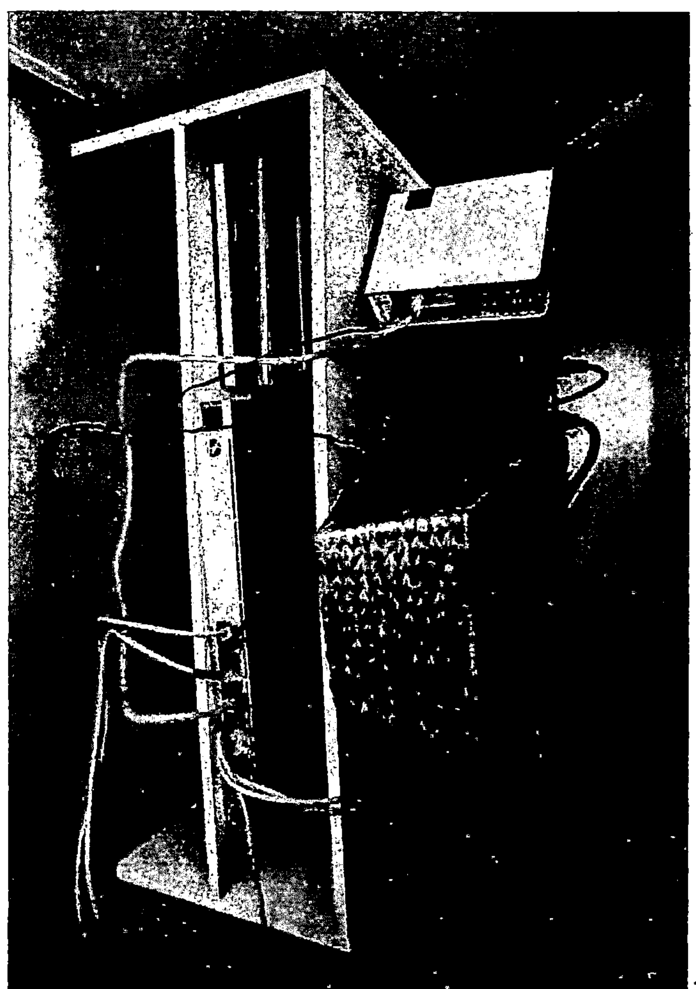
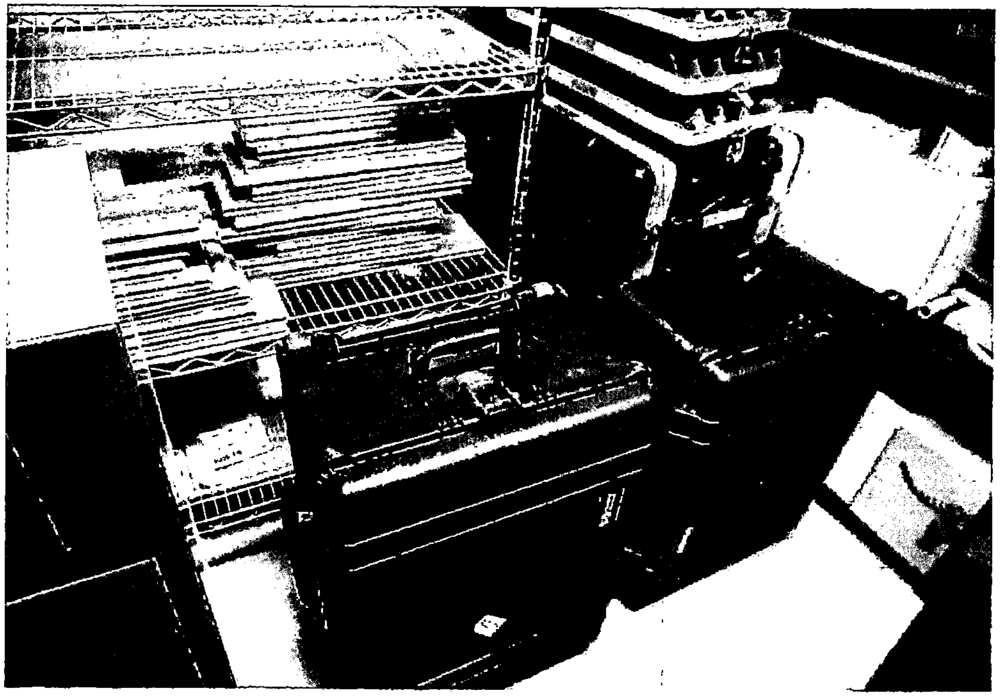
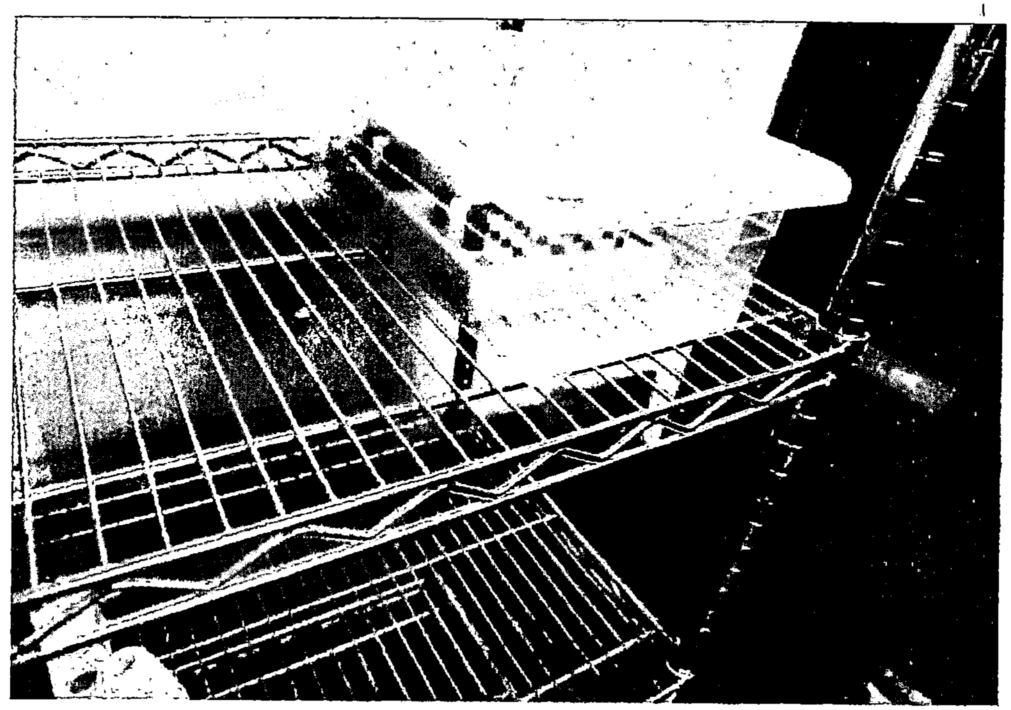


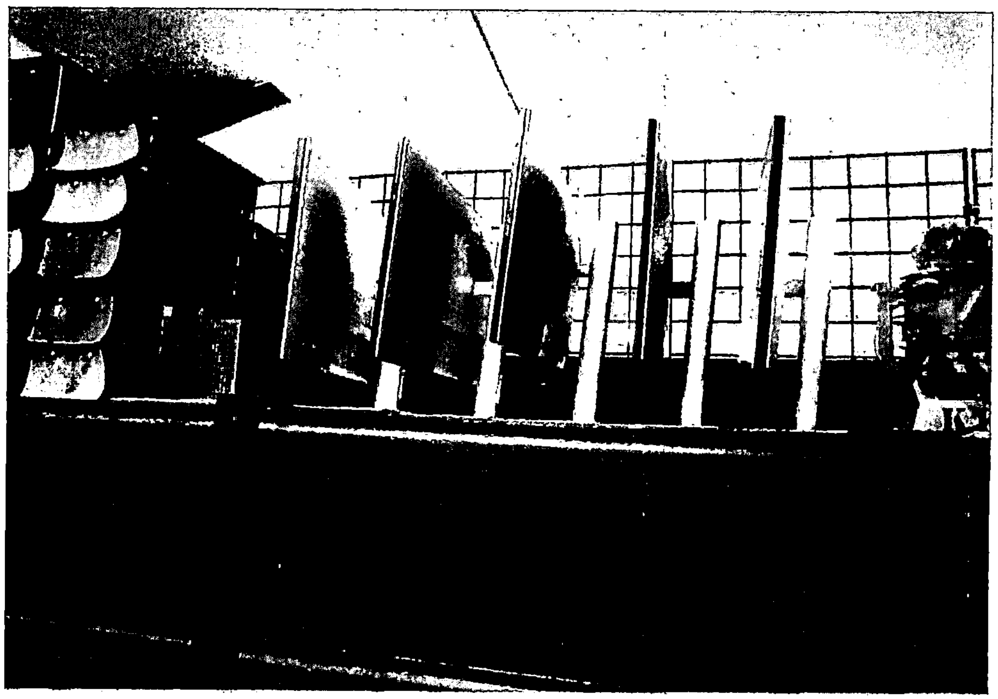


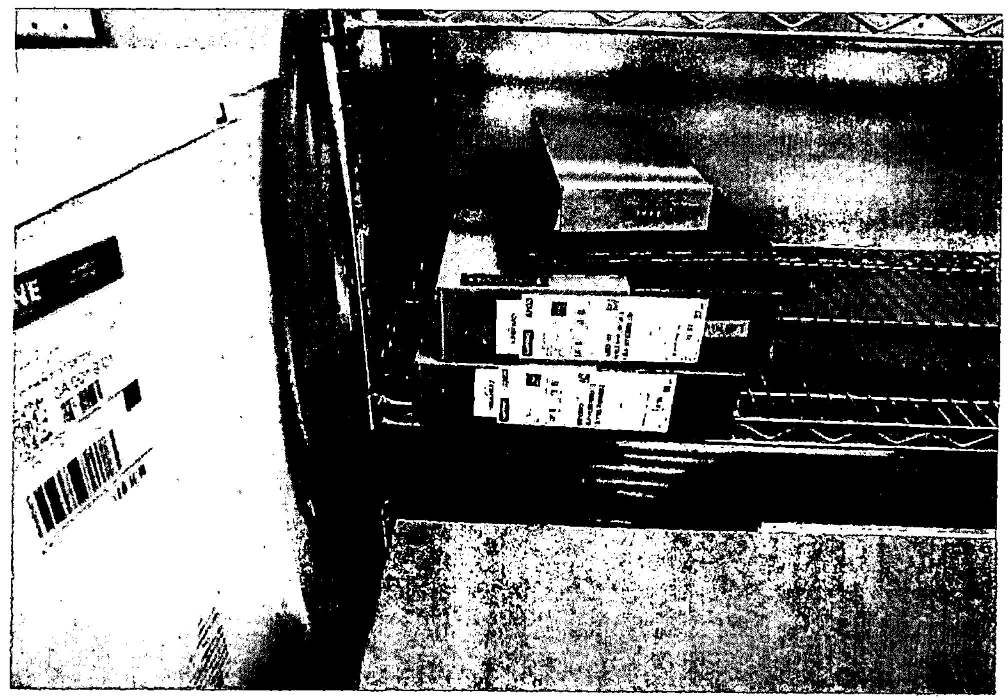

Ingersoll Rand
USA

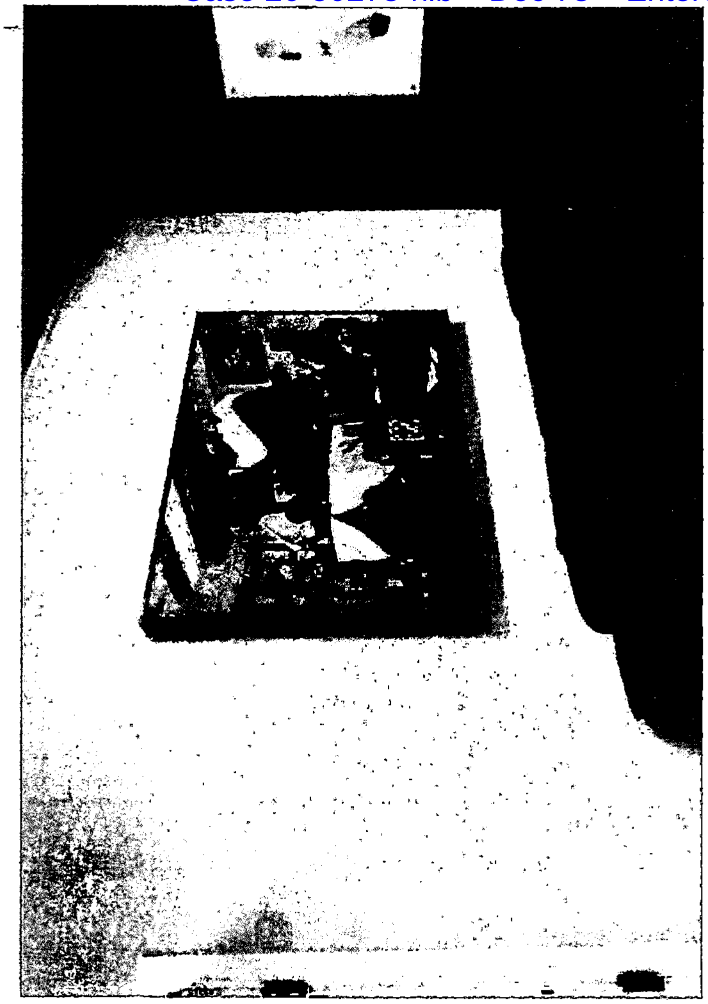


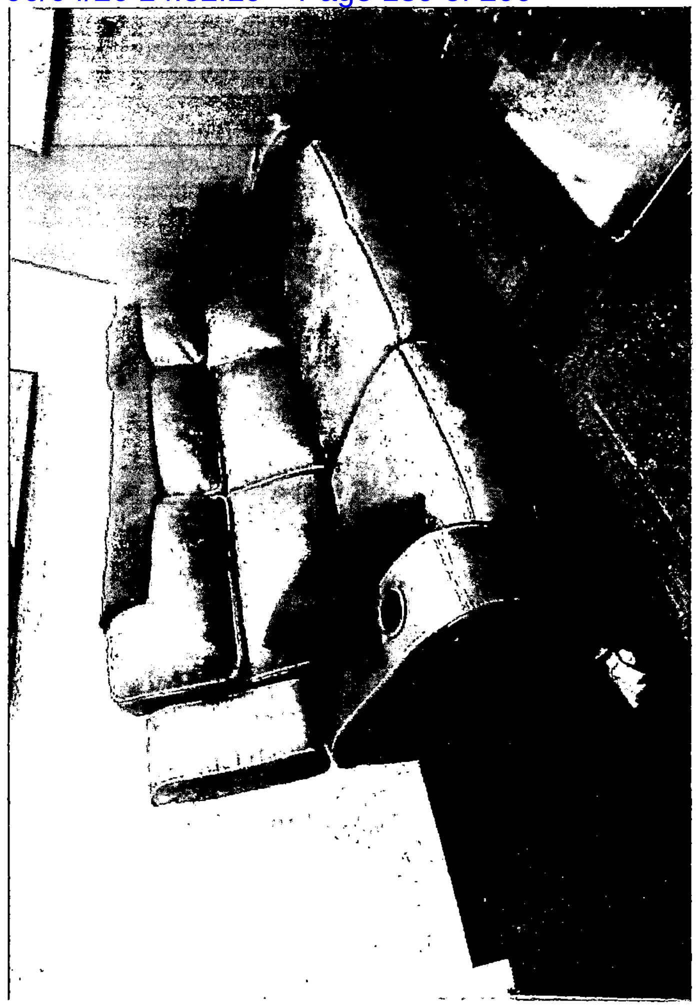


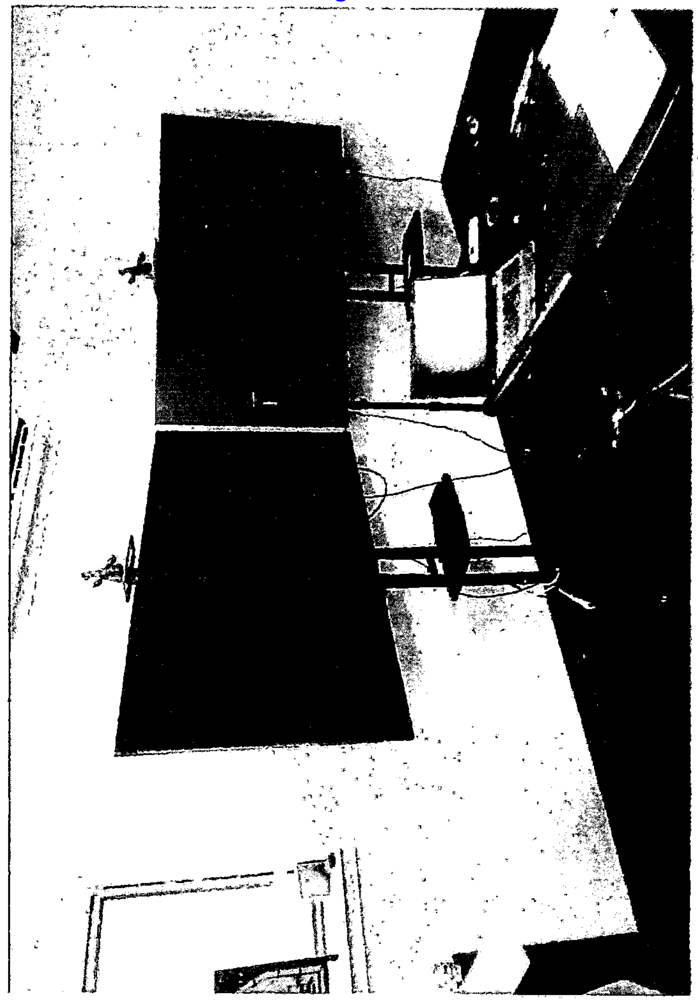


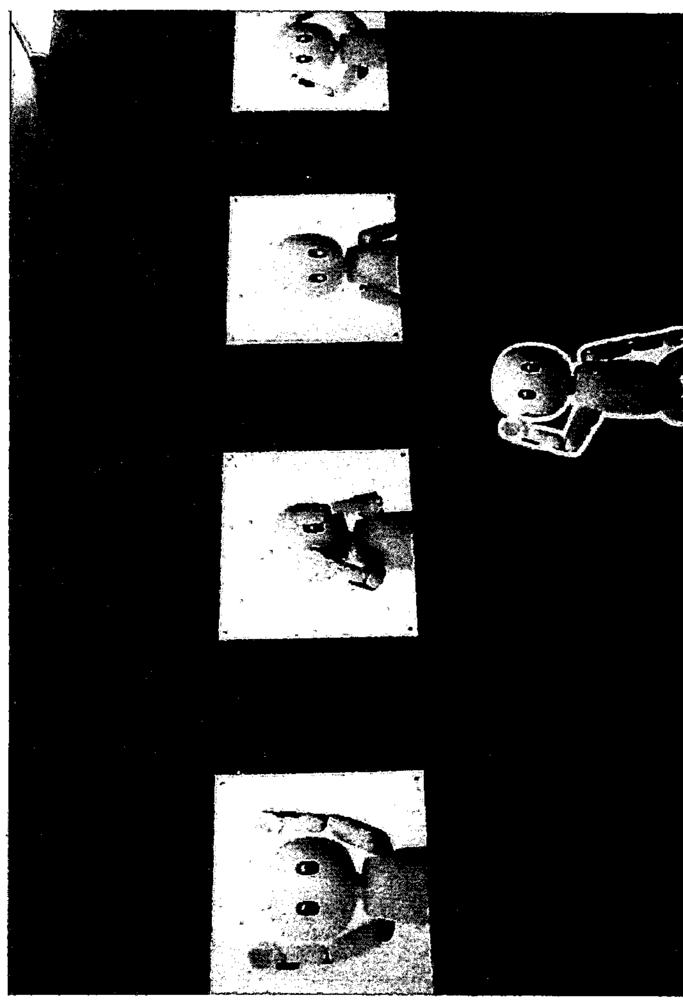


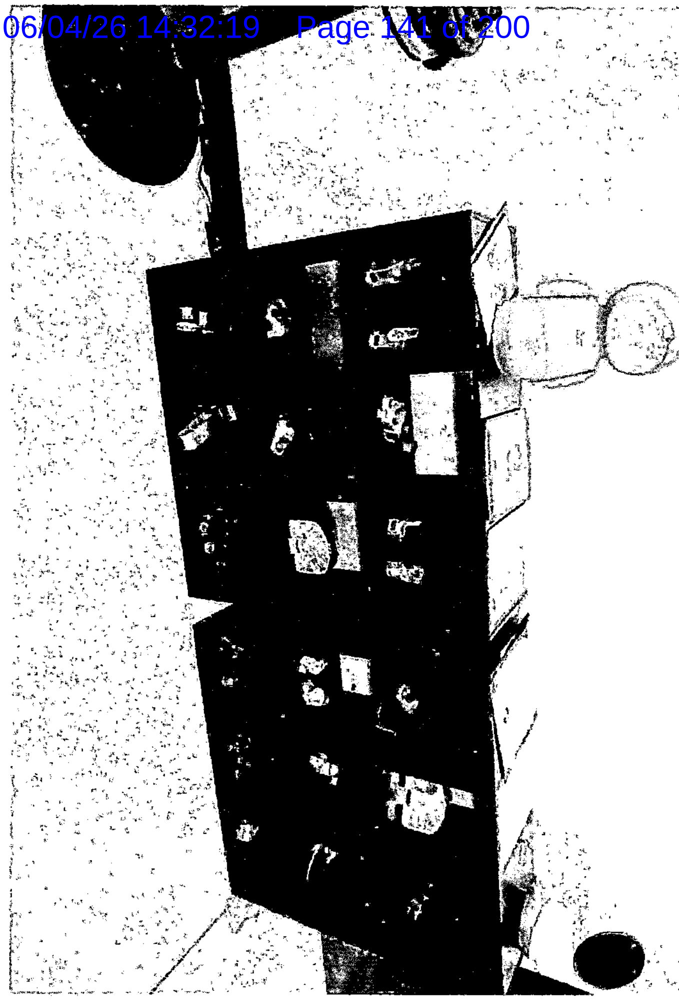


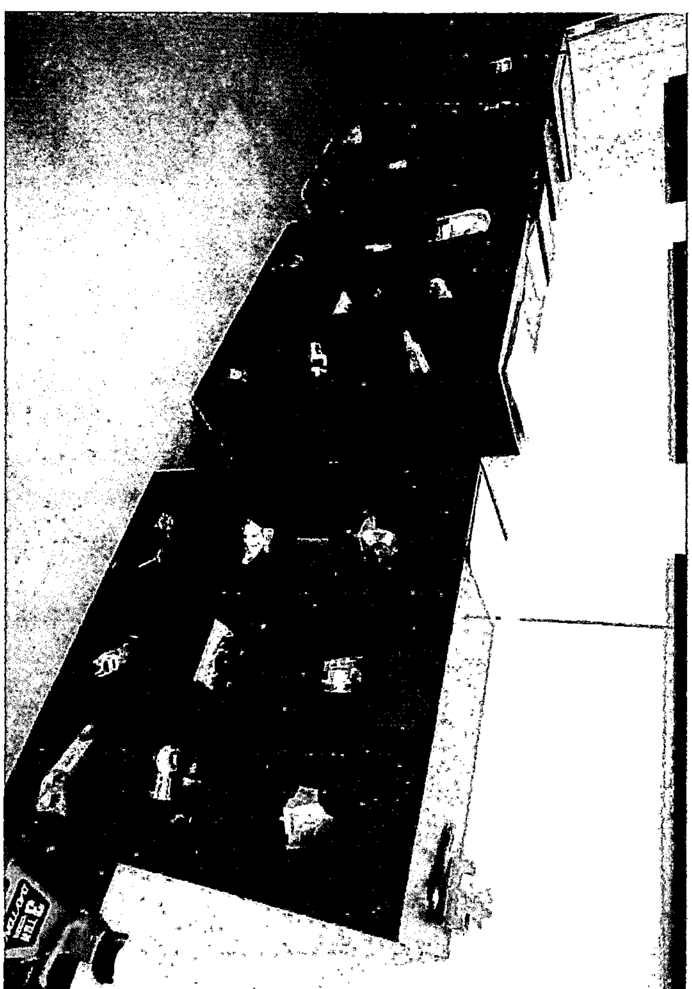


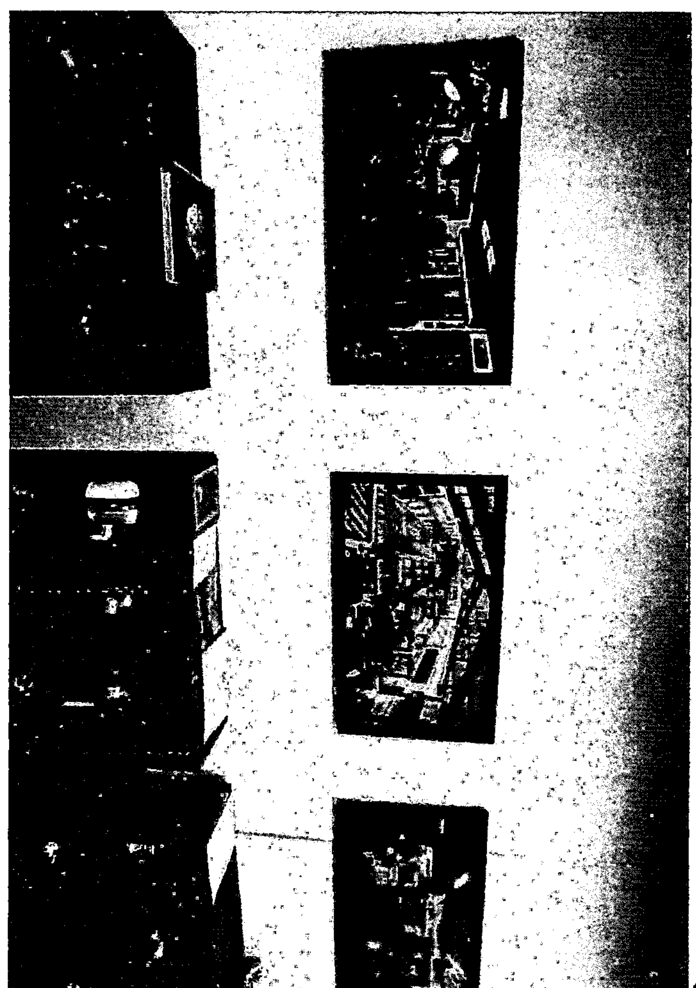


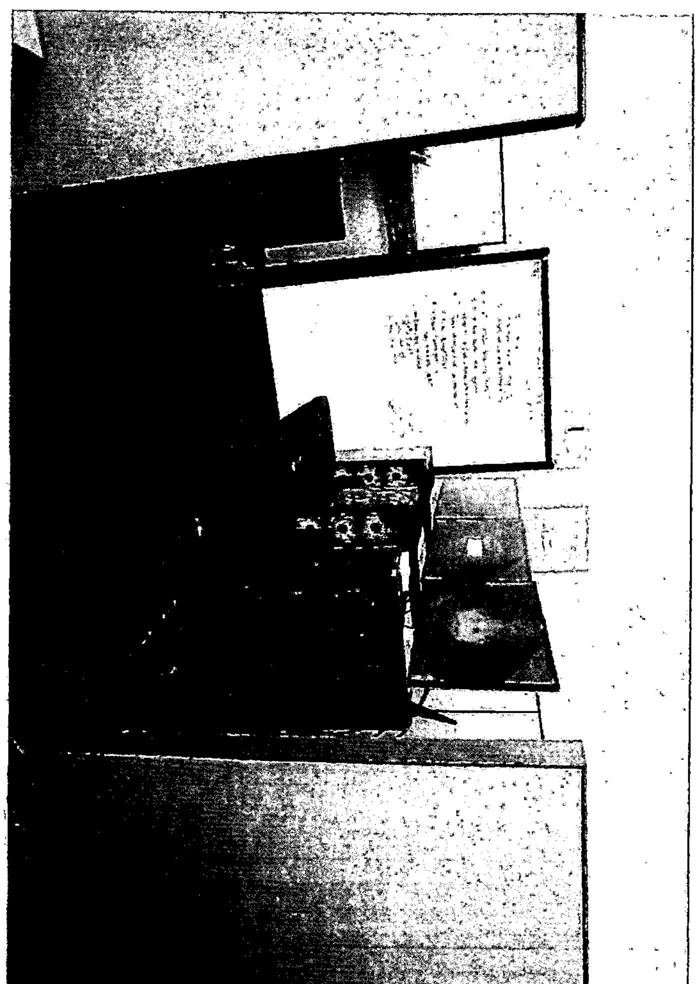


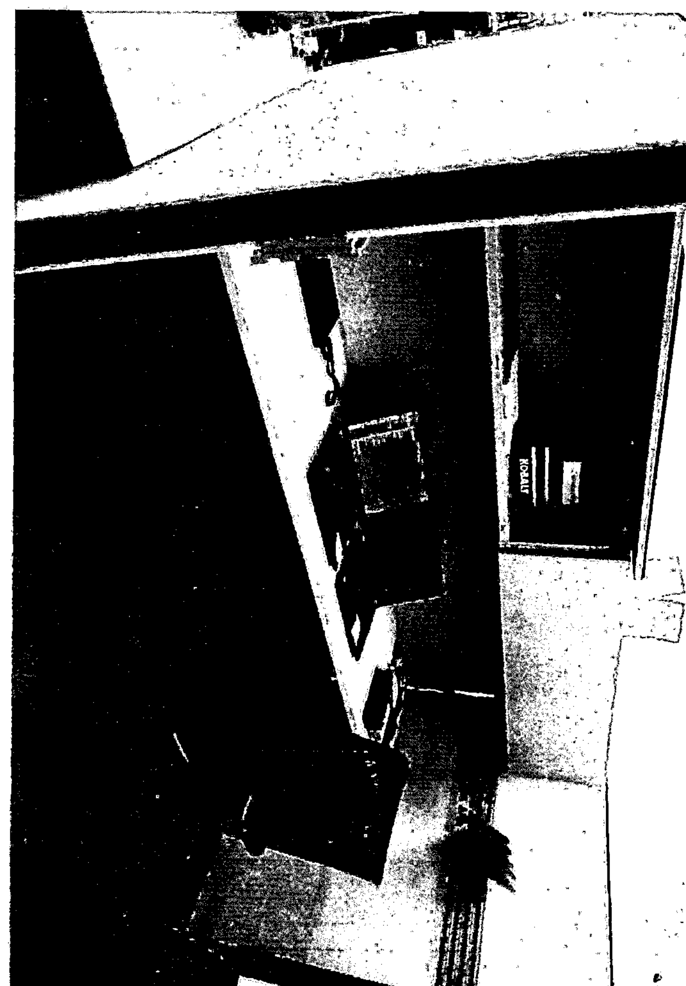










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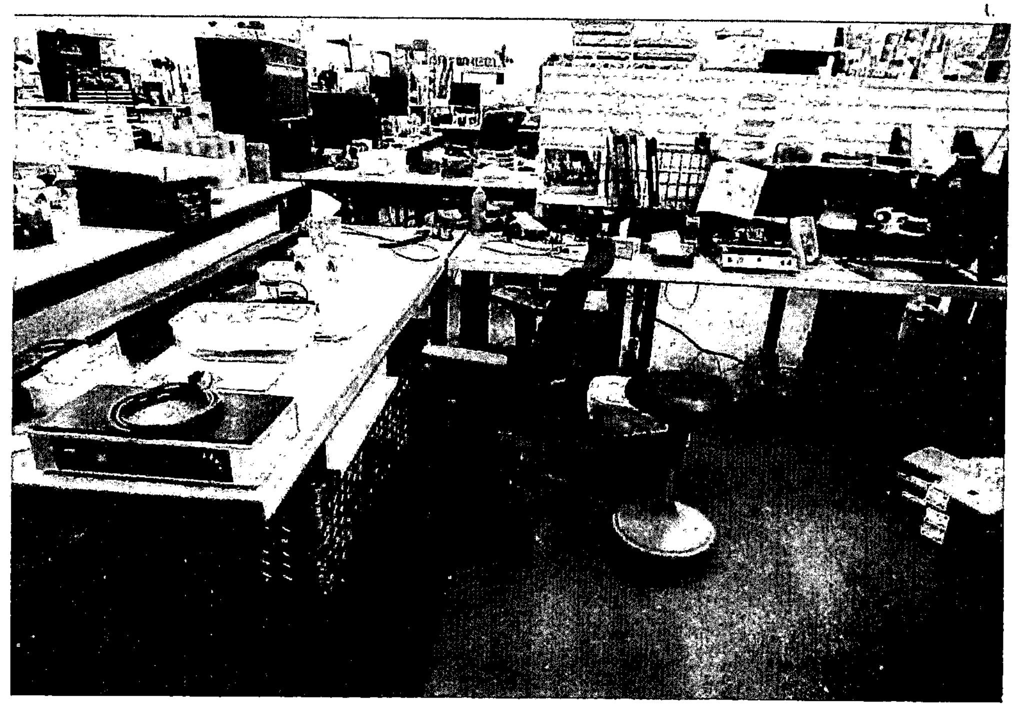

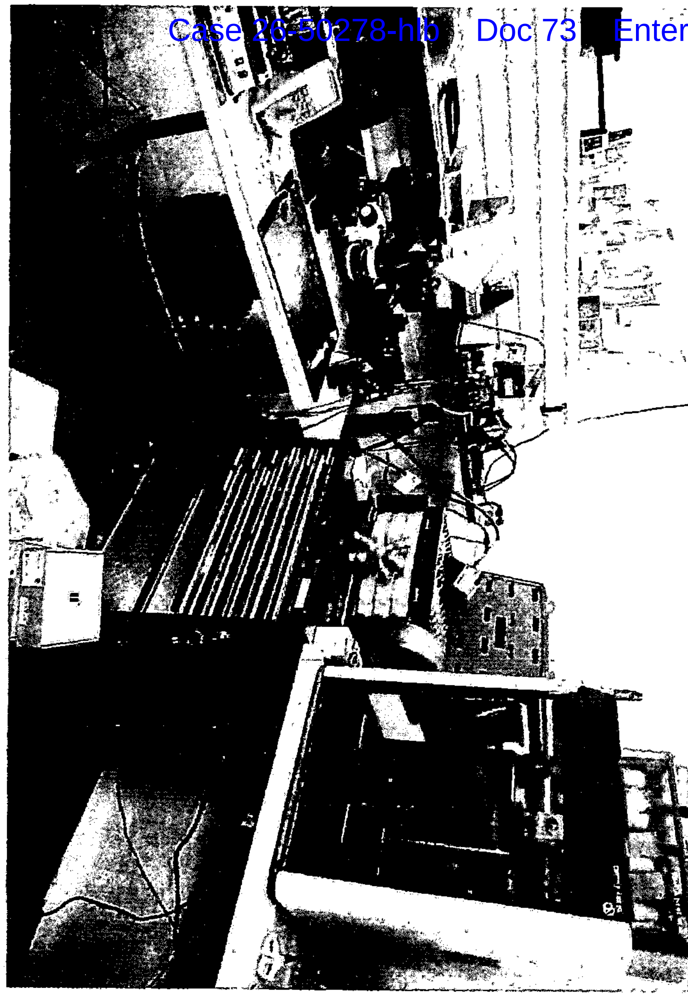

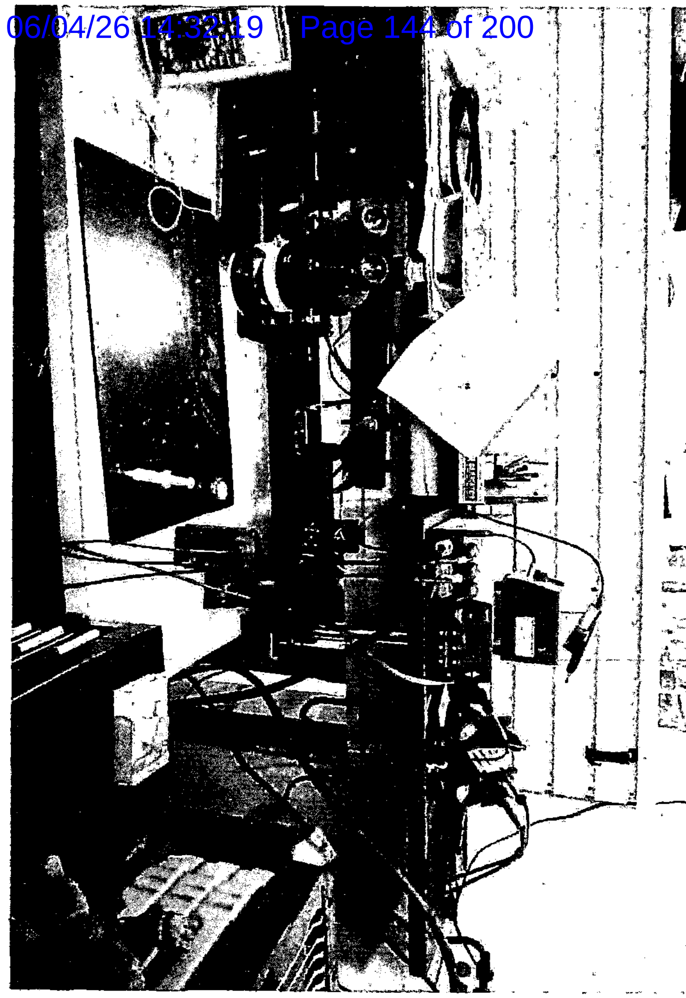

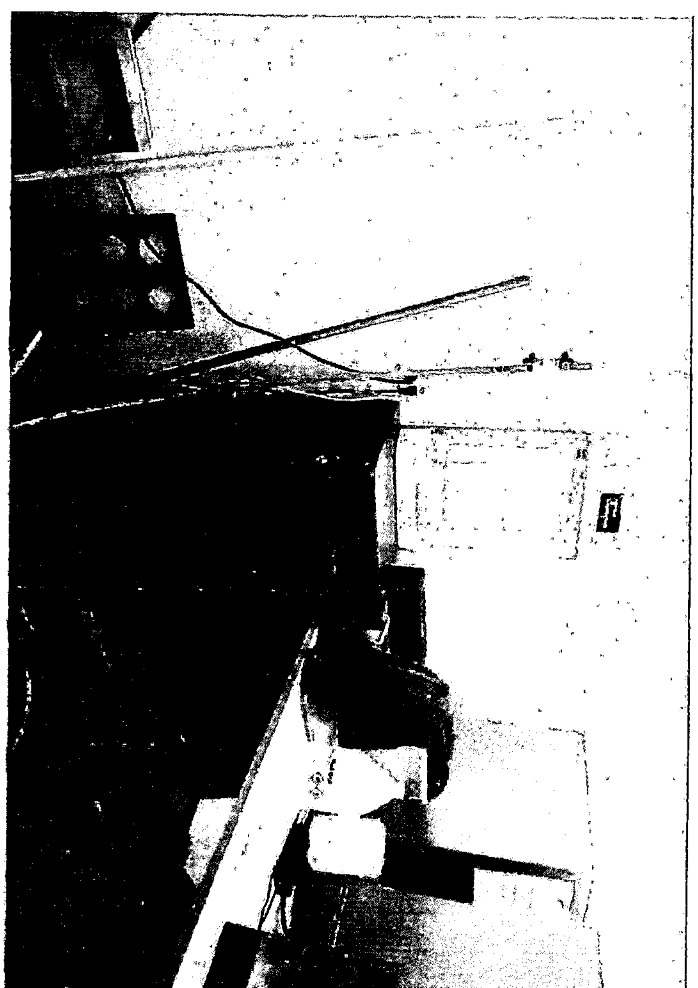

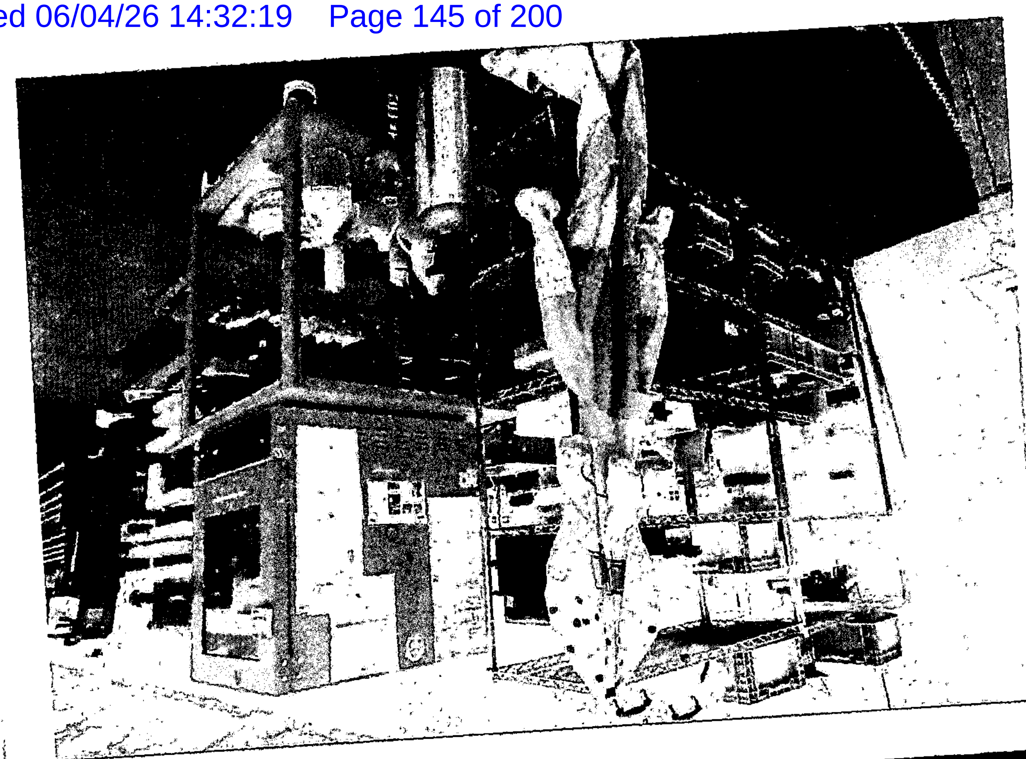

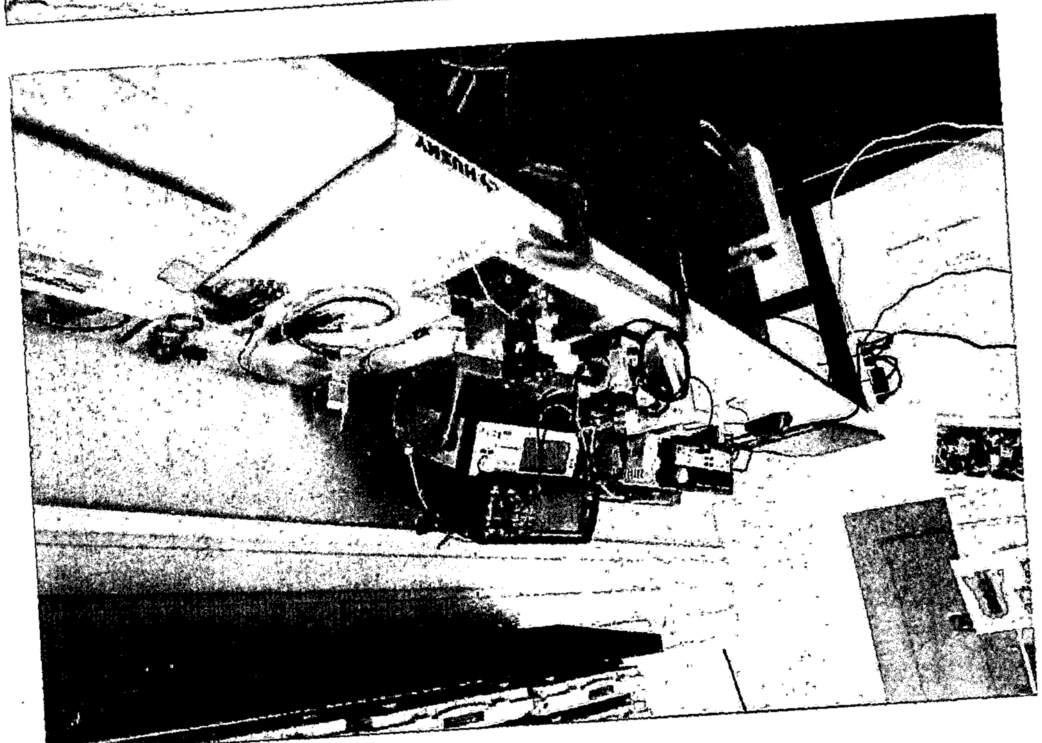

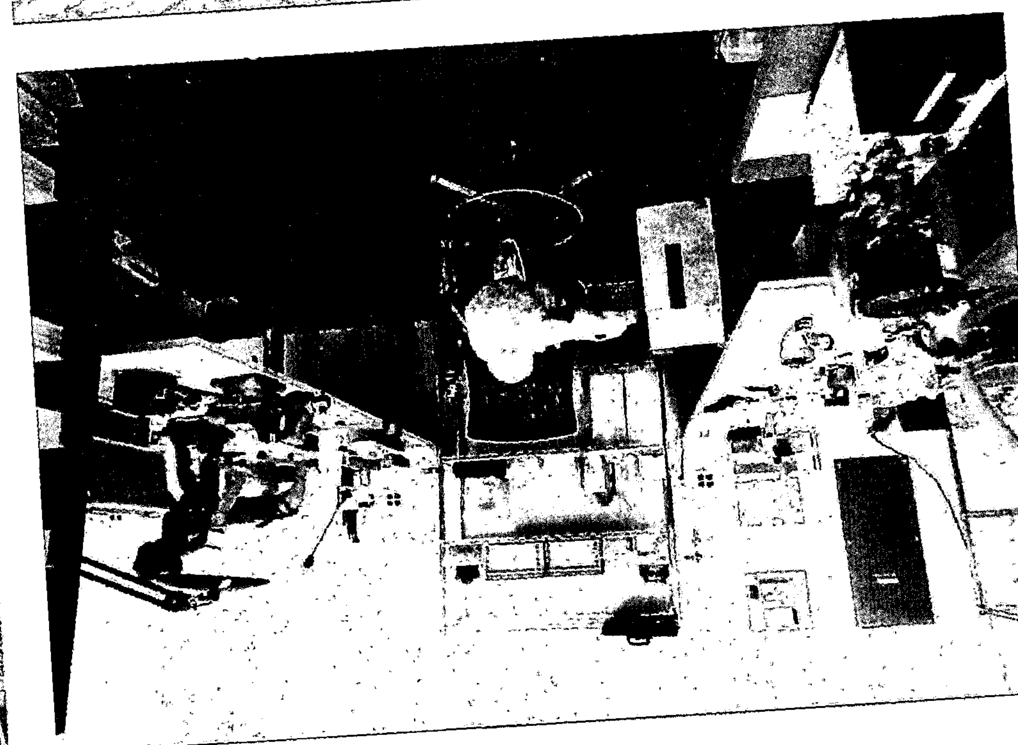

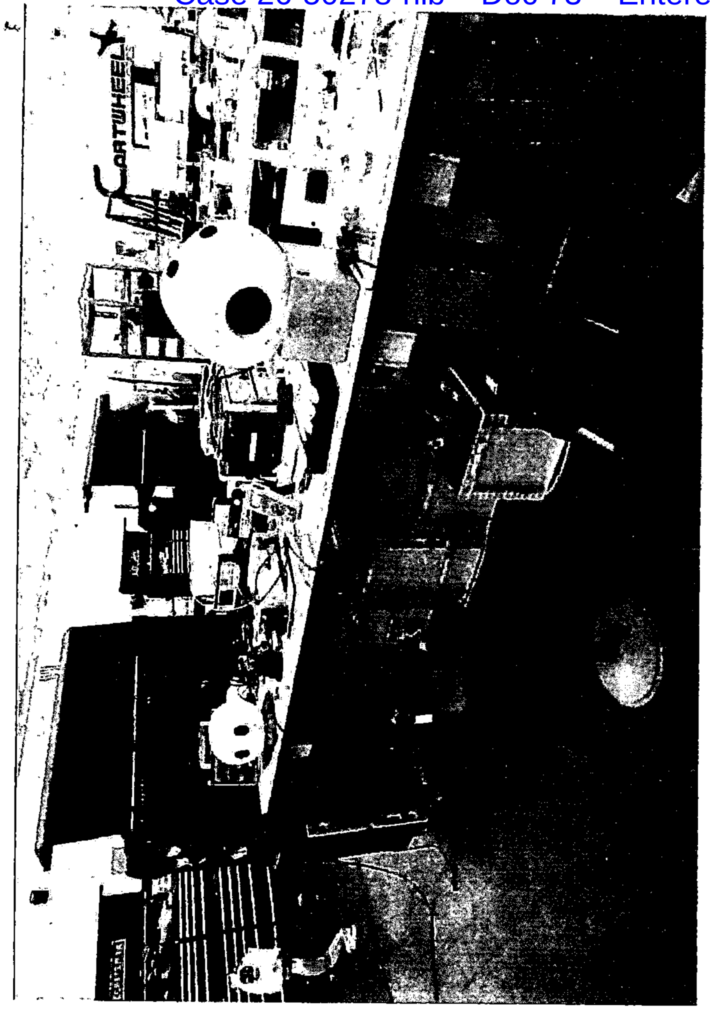
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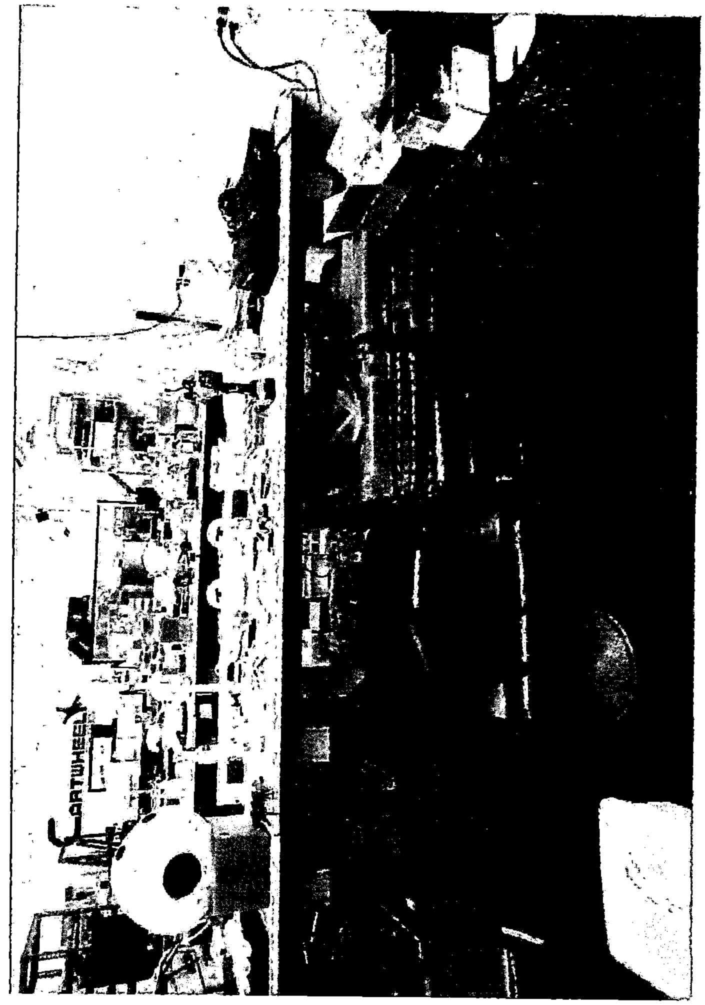
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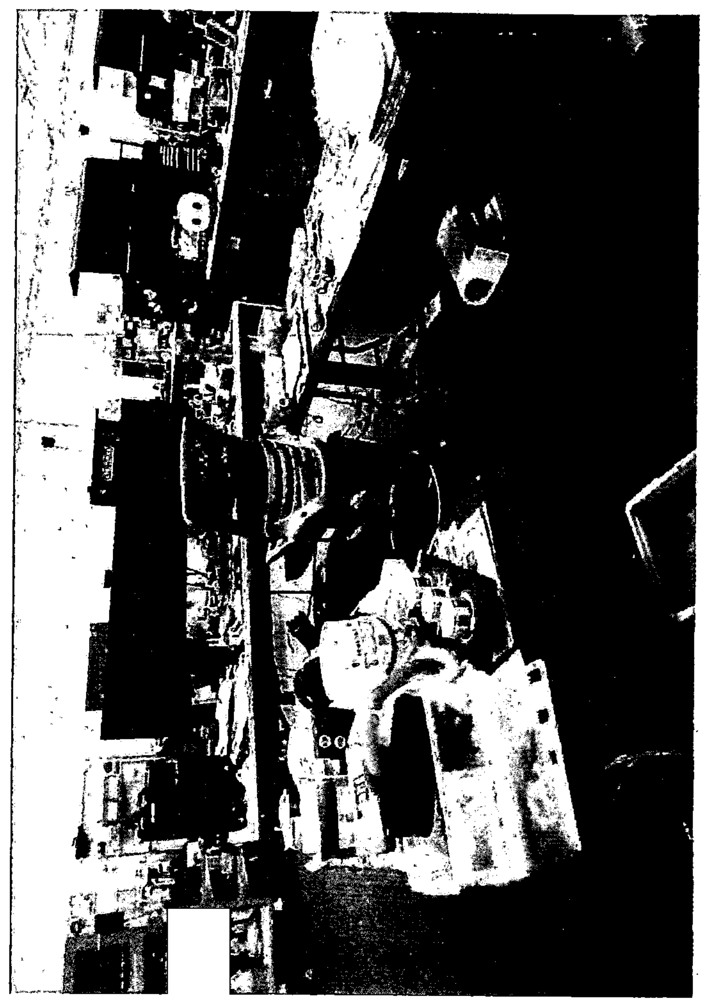

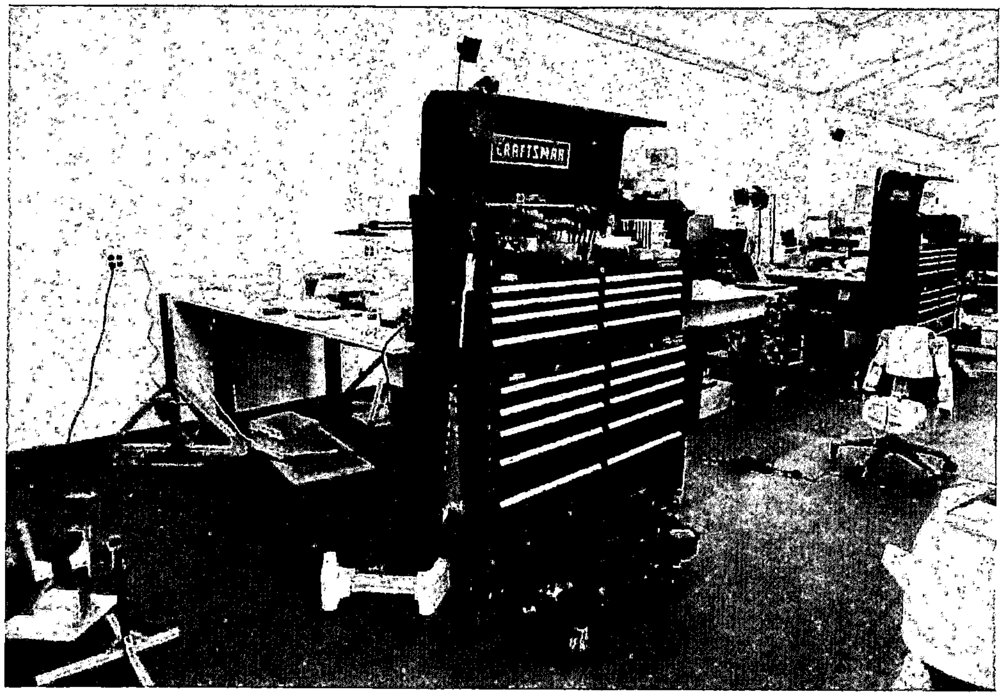
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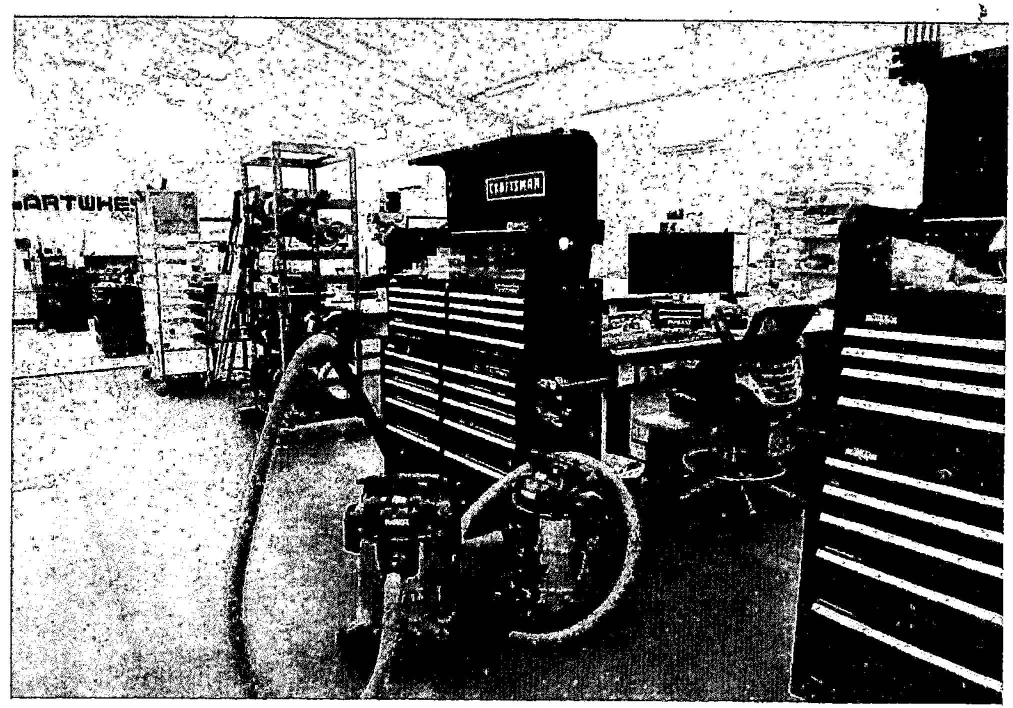
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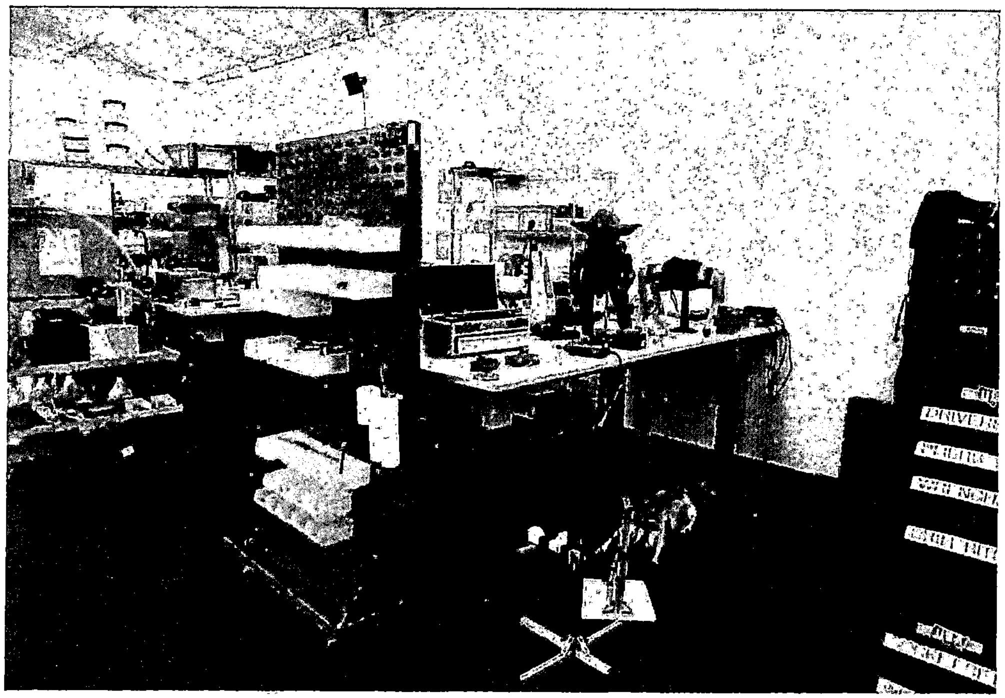

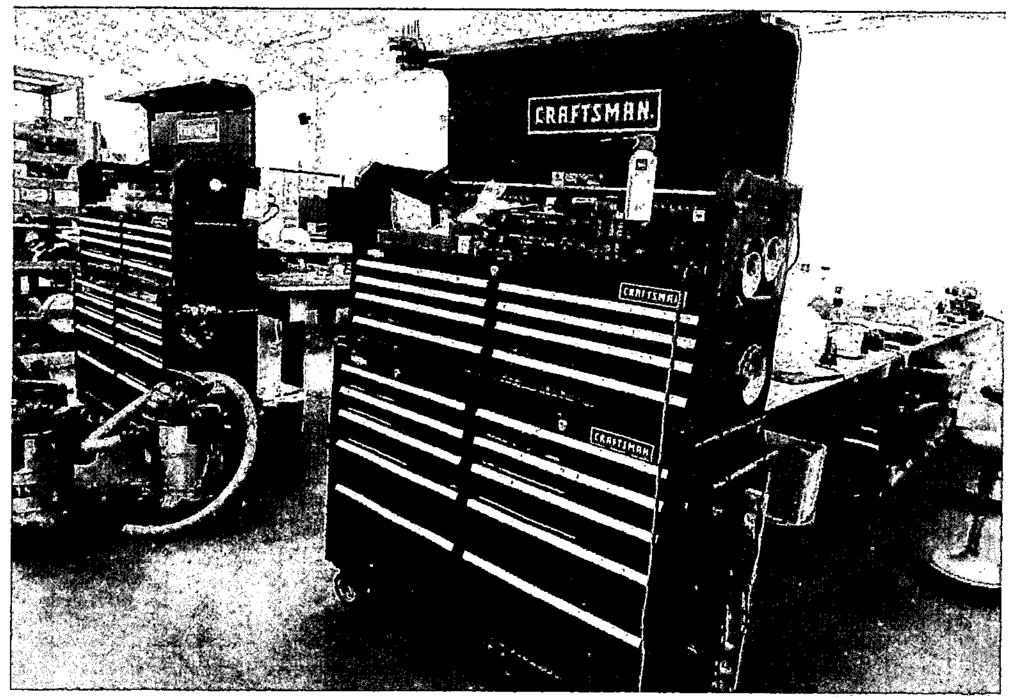
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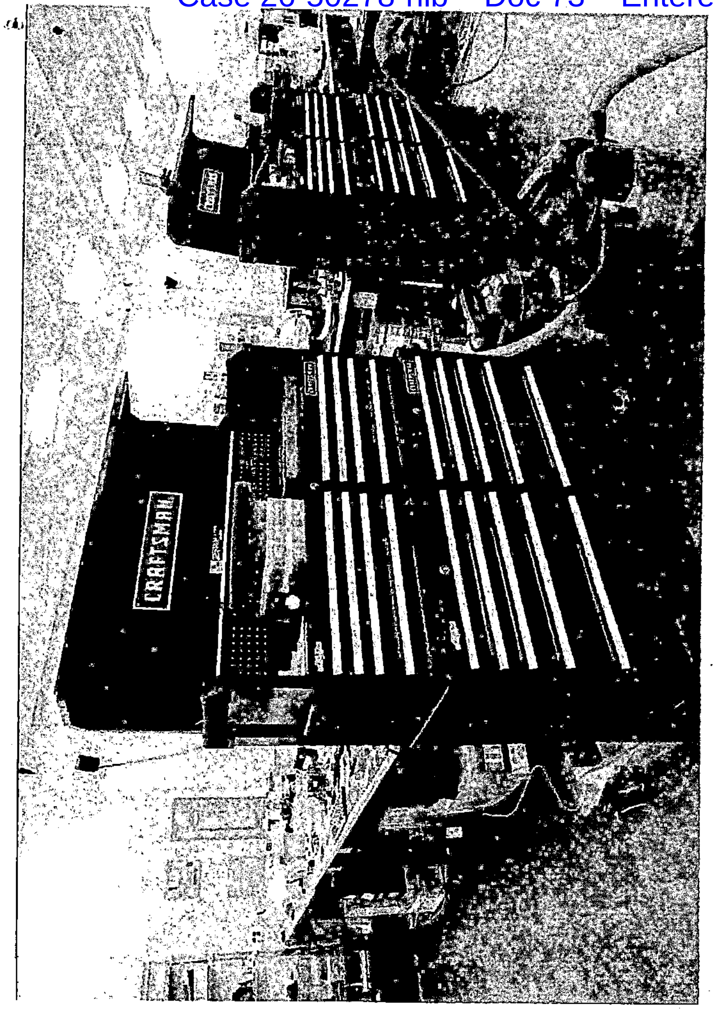
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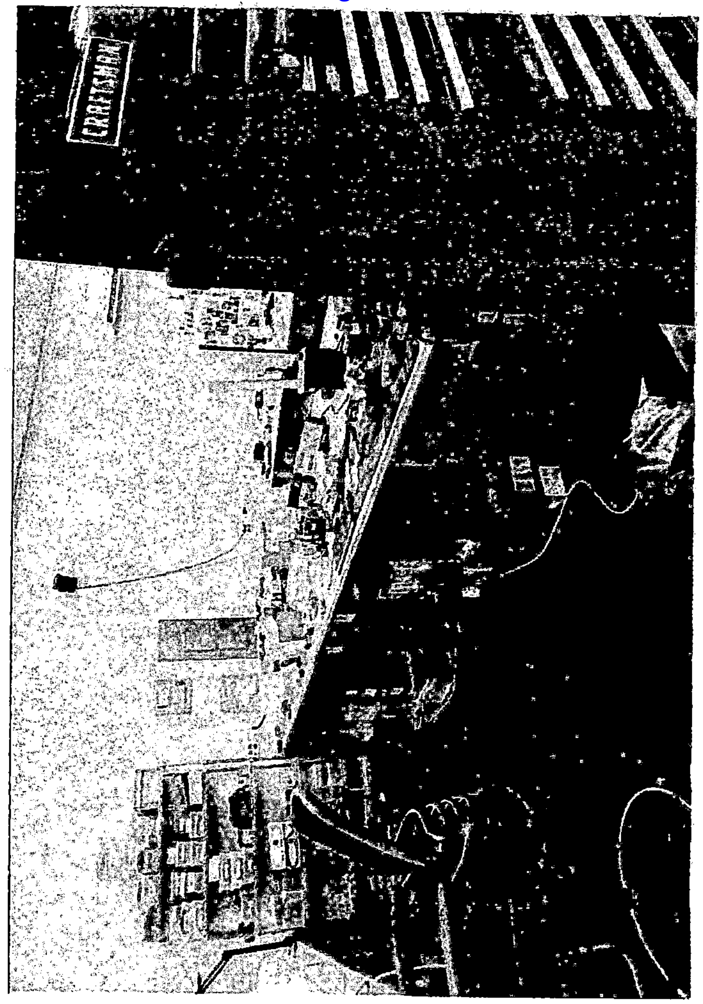
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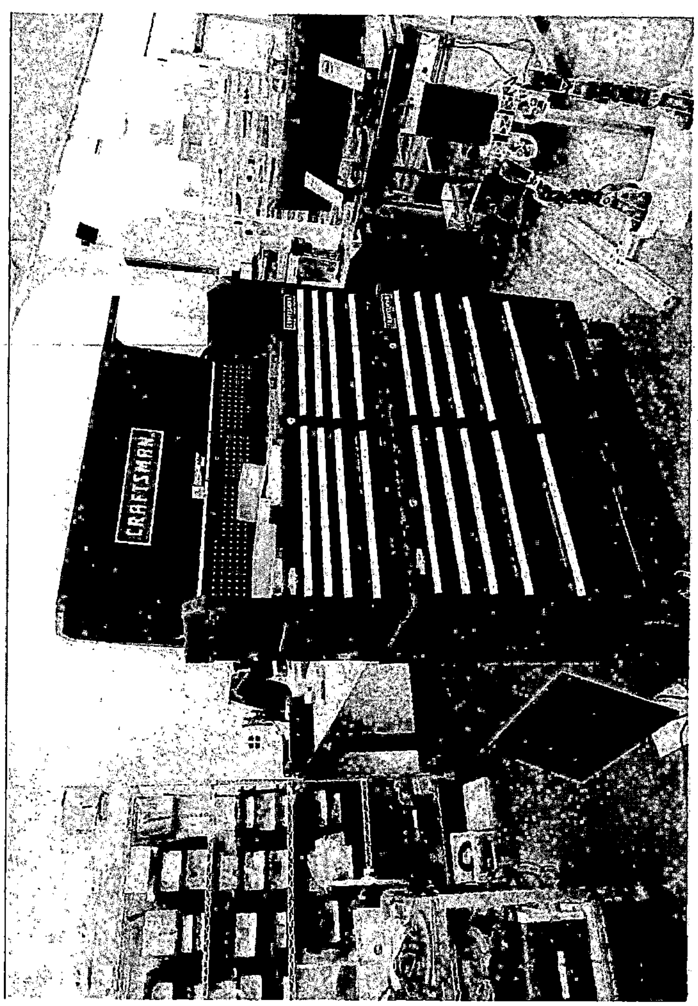
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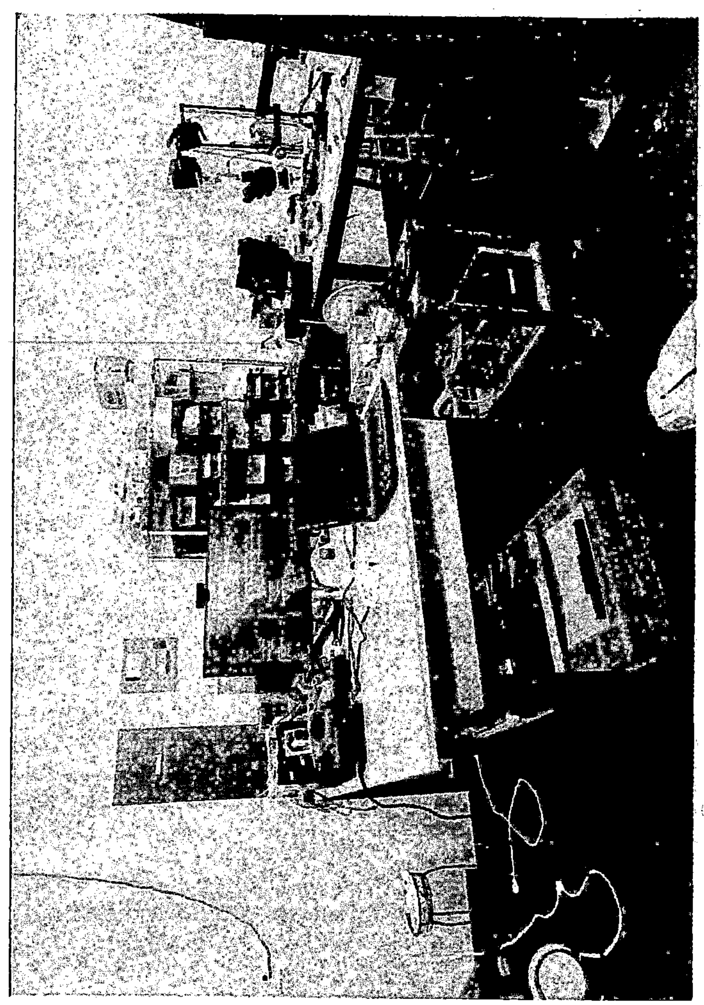

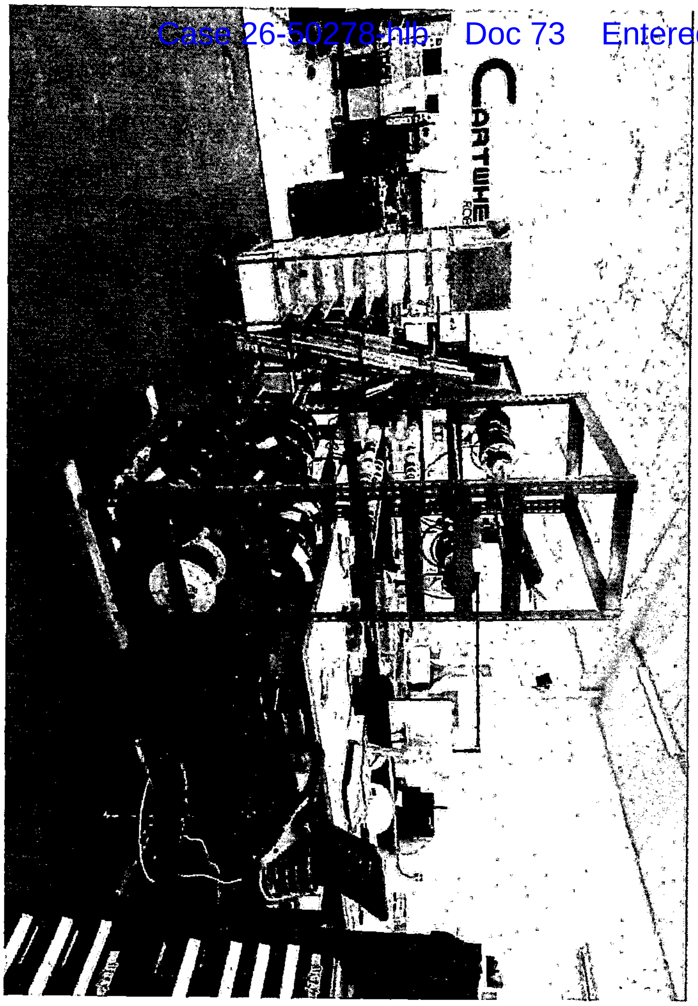

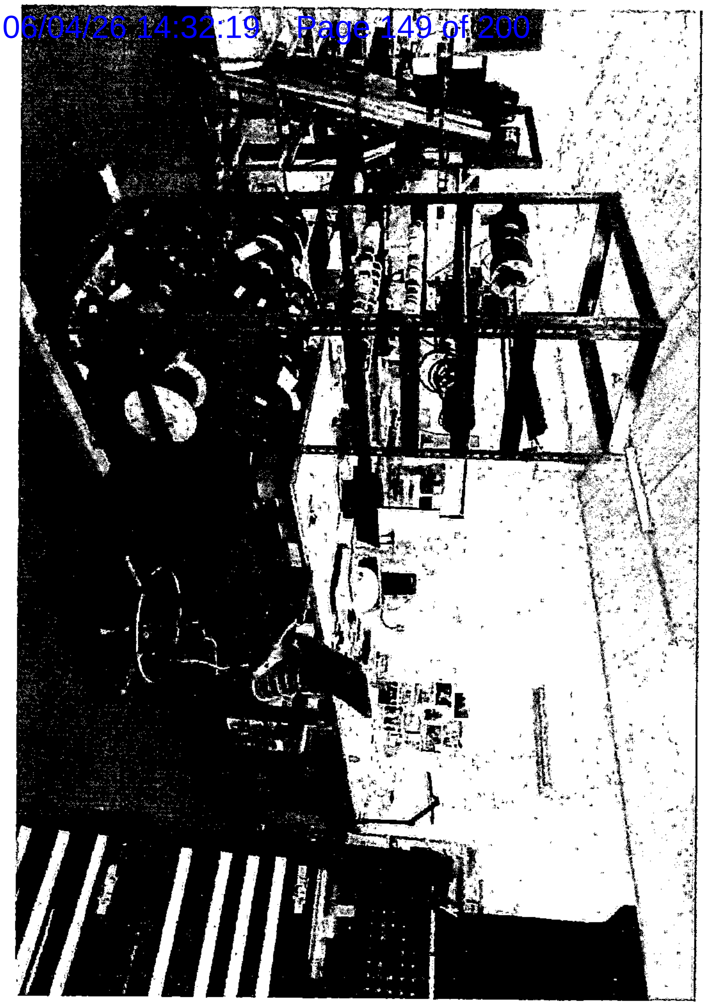

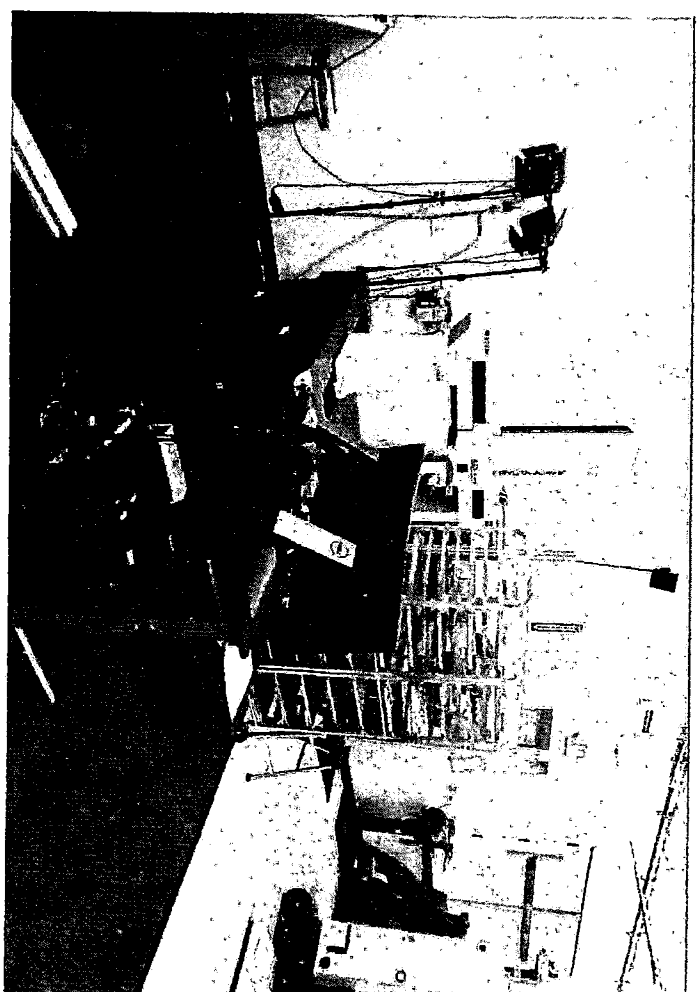


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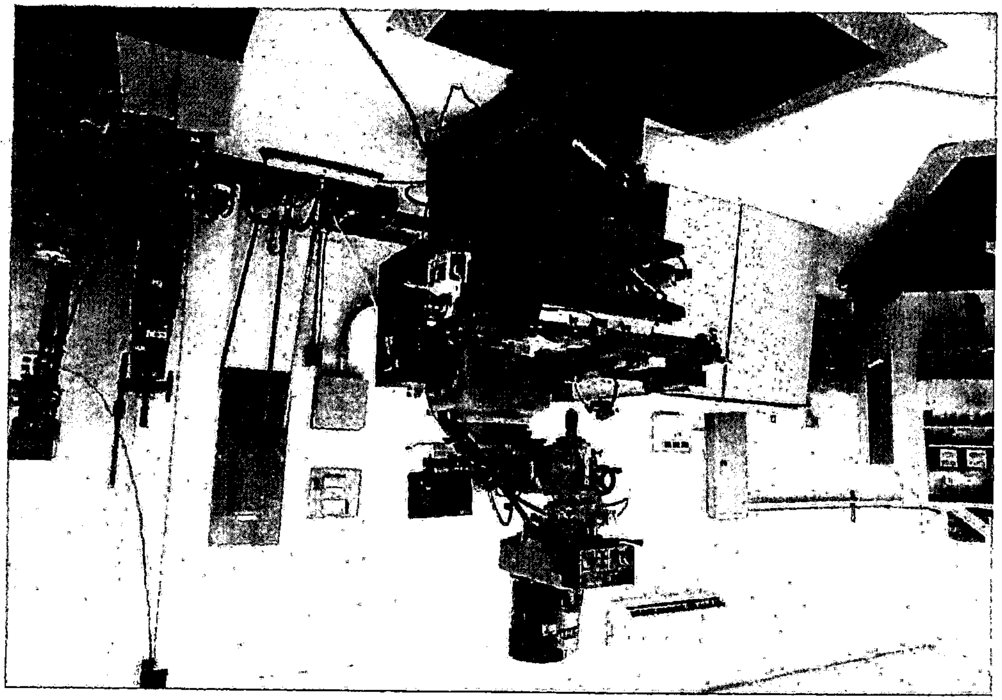

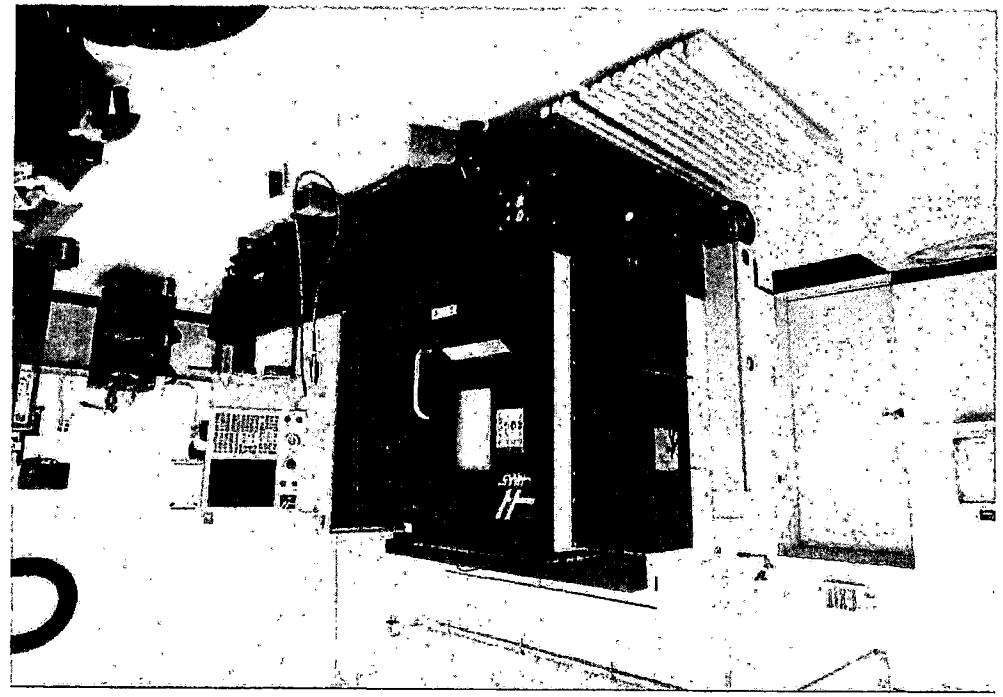

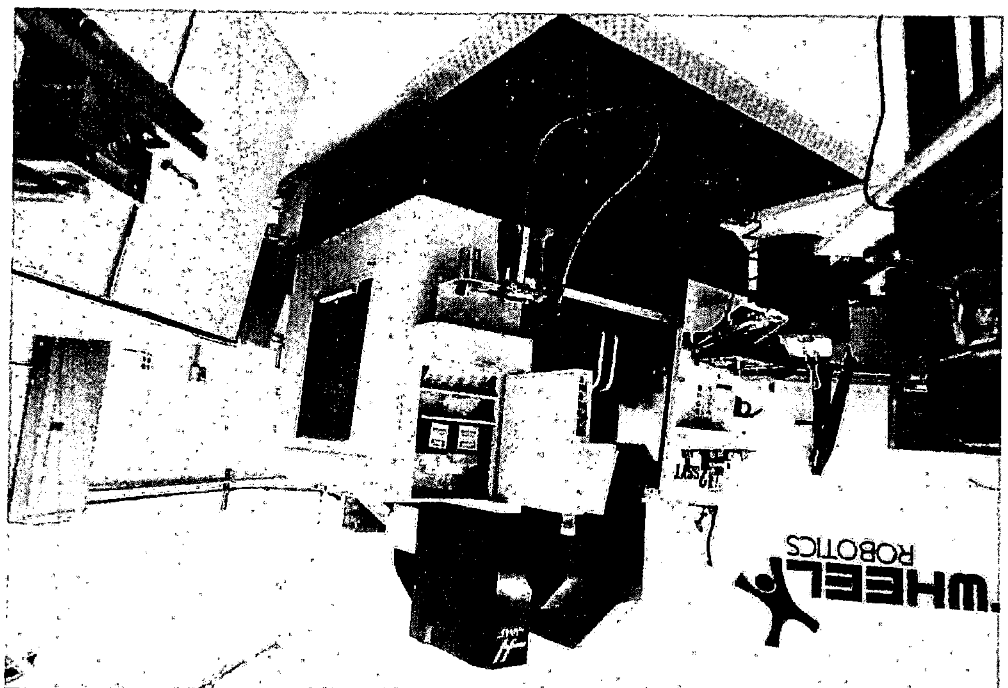
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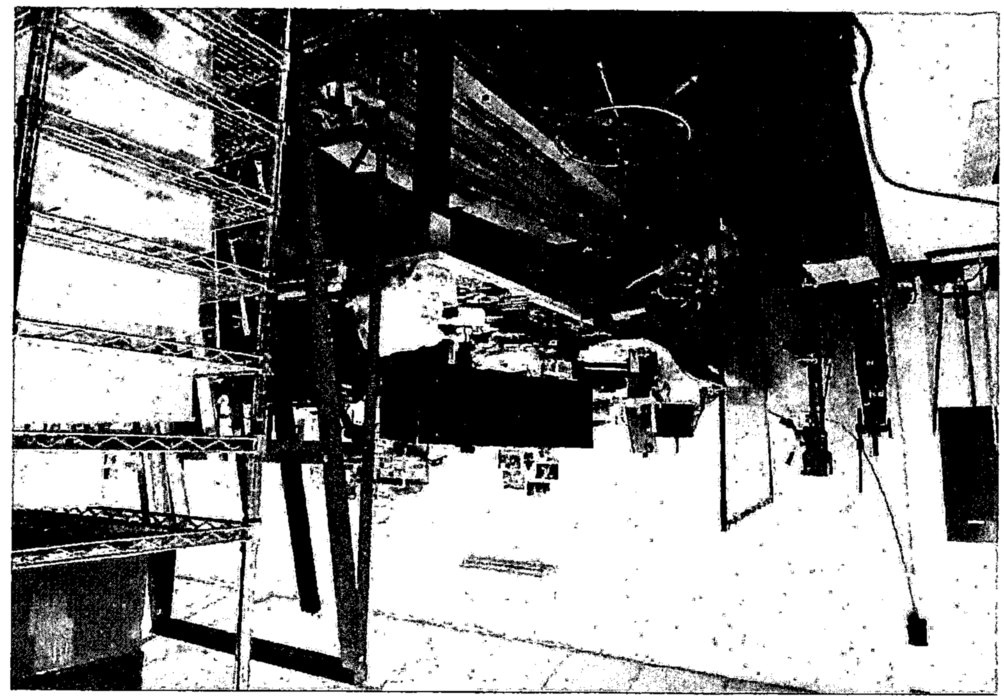
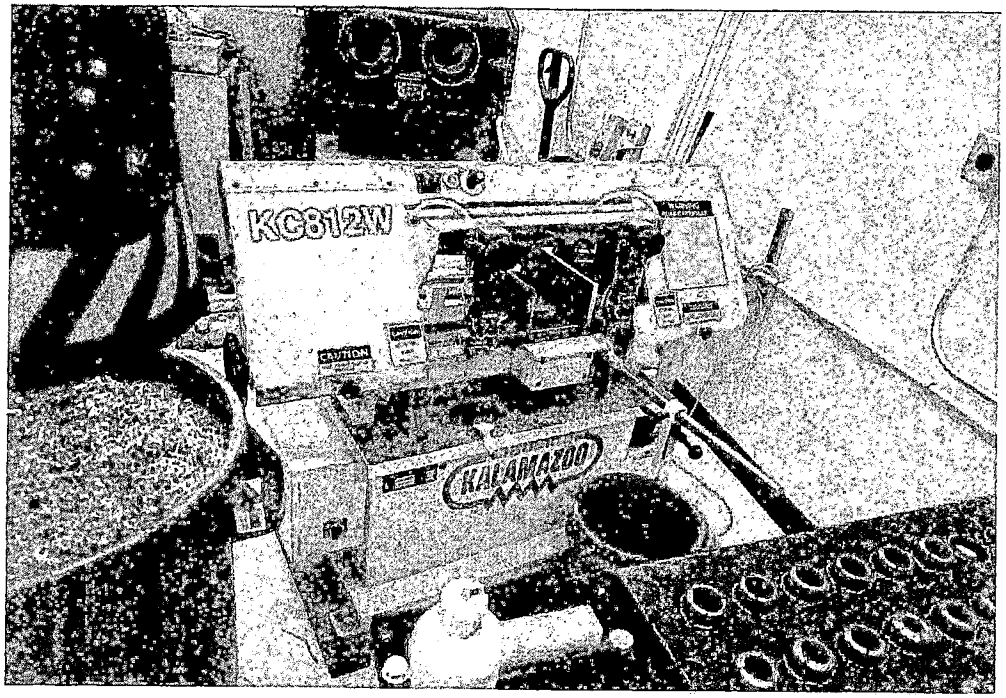
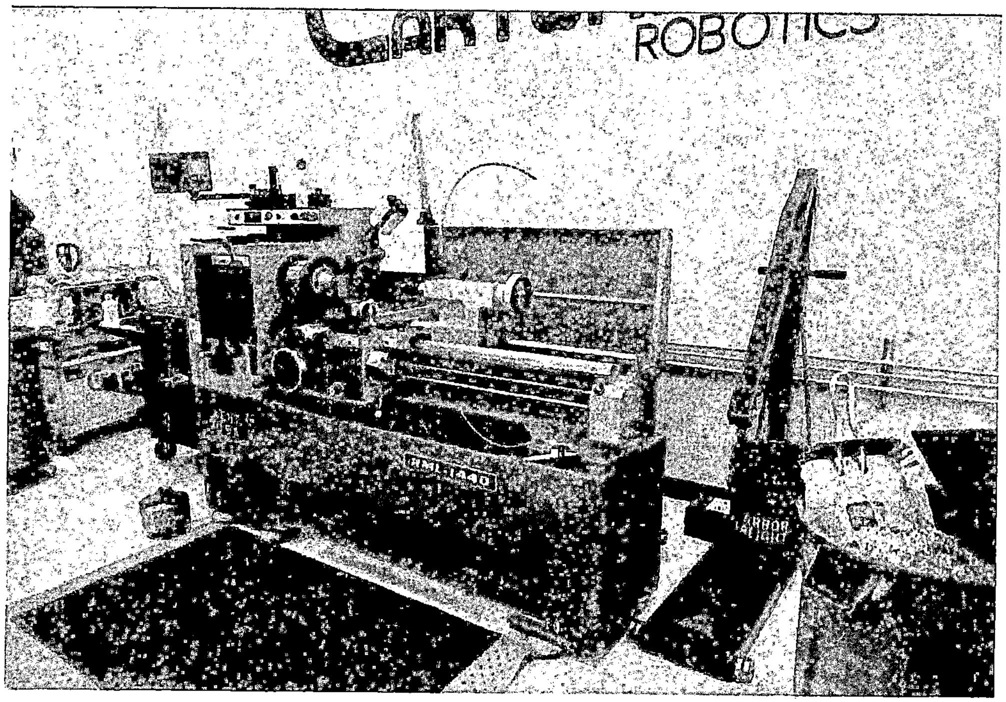
ROBOTICS




KC812W
CAUTION
KALAMAZOO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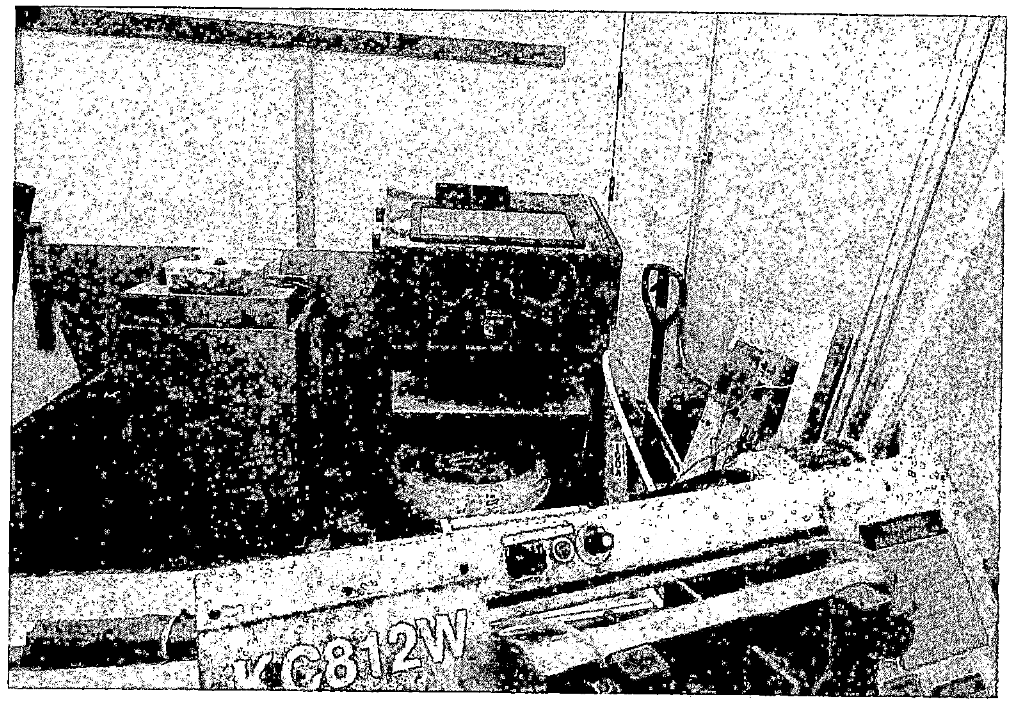
KC812W

Daniel Watson
2531 Woodson Ave
Henderson, Nevada 89052

Samantha Conway
Re: Cartwheel Robotics
6127 Reno Highway
Fallon, Nevada 89406

Intellectual property can be sold in bankruptcy liquidations, but in Cartwheels situation I don't believe there would be value at this time. My understanding is that no copyrights or patents have been issued, because the programs are in development and are unfinished. Without Scott's continued participation the existing code is not usable. Scott would have no obligation to continue to assist the new owner if the court sold the existing code.

Daniel C Watson

Exhibit L

SEVEN-DAY NOTICE OF EVICTION FOR NON-PAYMENT OF RENT

(NRS 40.253)

TO: Cartwheel Robotics Inc,
Tenant(s) Name

Tenant(s) Name

6127 Reno Hwy #2
Address

Fallon, NV 89406
City, State, Zip Code

508-525-5726
Telephone Number

FROM: 6127 Reno Hwy LLC
Landlord's Name

Cautonomous Ops, Inc).
Landlord's Name

6127 Reno Hwy ~~[illegible]~~ #1
Address

Fallon NV 89406
City, State, Zip Code

415-254-6409
Telephone Number

Bill@A-OPS.Com.
Email Address

Date of Service: 12/8/2025

PLEASE TAKE NOTICE that you are in default in payment of rent for the above-described premises in the sum of $105,451.79 (total rent due) for the period (beginning date covered by rent due) April 2023 to (ending date covered by rent due) July 2024. Rental payment(s) became delinquent on (first date rent was due but not paid) 11/8/2025.

A tenant(s) failure to pay rent or vacate the premises before close of business on the seventh judicial day[1] following the date of service of this notice may result in their landlord applying to the Justice Court for an eviction order. If the Court determines that the tenant is guilty of an unlawful detainer, it may issue a summary order for removal of the tenant or an order providing for the non-admittance of the tenant(s), directing the Sheriff to post the order in a conspicuous place on the premises not later than 24 hours after the order is received by the Sheriff. The Sheriff shall remove the tenant not earlier than 24 hours but not later than 36 hours after the posting of the order.

Pursuant to NRS 118A.390, a tenant may seek relief if a landlord unlawfully removes the tenant from the premises, or excludes them by blocking or attempting to block their entry upon the premises, or willfully interrupts or causes or permits the interruption of any essential service required by the rental agreement or Chapter 118A of the Nevada Revised Statutes.

YOU ARE HEREBY ADVISED OF YOUR RIGHT TO CONTEST THIS NOTICE by filing an Affidavit[2] no later than the end of business day on the seventh judicial day[1] following the date of service of this notice with the Fallon Justice Court stating that you have tendered payment or are not in default in payment of rent. **THE AFFIDAVIT FORM AND INFORMATION MAY BE OBTAINED** at the **New River Justice Court** located at 71 N. Maine St. Fallon, NV 89406.

1 Judicial days do not include the date of service, weekends, or certain legal holidays.
2 To file an Affidavit, you **MUST** bring this Notice and a $26.00 filing fee to the address listed above.

DECLARATION OF SERVICE

TO: CARTWHEEL ROBOTICS INC.
Tenant(s) Name

FROM: 6127 RENO HWY, LLC
Landlord's Name

____
Tenant(s) Name

CAUTONOMOUS OPS, INC).
Landlord's Name

6127 RENO HWY #2
Address

6127 RENO HWY #1
Address

FALLON NV 89406
City, State, Zip Code

FALLON, NV 89406
City, State, Zip Code

508-525-5726
Telephone Number

415-257-6409
Telephone Number

Check one: (must attach a copy of the Notice)

☒ Non-payment of Rent ☐ No Cause Notice ☐ Other: ______________
☐ Breach of Contract ☐ Nuisance/Waste Notice

On Dec 8, 2025 (date of service), I served this notice in the following manner (check only one):

☐ By delivering a copy to the tenant(s) personally, in the presence of a witness (server, witness, and tenant must all sign below);

OR

☐ I attempted personal service in the presence of a witness who signed below but the tenant(s) was absent from tenant's place of residence or business or found the tenant but tenant would not sign, so I left a copy with ______________ (name), a person of suitable age and discretion and mailed[1] a copy to tenant(s).

OR

☐ I attempted personal and substituted service above in the presence of a witness who signed below but because I could not find the tenant at tenant's place of residence or business and could not find a person of suitable age or discretion, I posted a copy in a conspicuous place on the property on the

______________ (e.g. front door, etc.) and mailed[1] a copy to the tenant(s).

12/8/2025	SCOTT LAVALLEY	[signature]
(Date)	(Print tenant's signature)	(Tenant's signature)
12/8/2025	Barbara LaValley	Barbara C LaValley
(Date)	(Print witness' signature)	(Witness' signature)

Pursuant to NRS 53.045, I declare under penalty of perjury that the foregoing is true and correct.

12/8/2025	WILLIAM LAVALLEY	[signature]
(Date)	(Print servers' name)	(Servers' signature)

1 When notice is also mailed you cannot include non-judicial days in the computation and you must add an additional three (3) calendar days for mailing (JCRCP 6(a)). Judicial days do not include the date of service, weekends, and certain holidays.
2 If mailing of notice is used you must file with the court a "certificate of mailing" issued by the United States Post Office per NRS 40.280(3).

SJC 07.01.2019

Exhibit M

NOTICE OF VOLUNTARY VACATION OF PREMISES

Date: December 12, 2025

To:
6127 Reno Hwy LLC
6127 Reno Hwy
Fallon, NV 89406

Re: **Premises Located at 6127 Reno Hwy, Fallon, NV 89406 – Notice of Voluntary Surrender and Confirmation of Asset Transfer**

Dear 6127 Reno Hwy LLC,

This letter is to formally notify you that **Cartwheel Robotics, Inc.** has **voluntarily vacated the premises** located at **6127 Reno Hwy, Fallon, NV 89406** as of **today, December 12, 2025, in** advance of the seven-day notice to vacate dated **December 8, 2025.**

We are surrendering possession now to avoid unnecessary burden on all parties and to allow you to take control of the premises immediately.

Additionally, please note the following:

1. **All tangible and intangible assets previously located at the premises were transferred to you pursuant to the Article 9 strict foreclosure on December 5, 2025.**
2. As a result, **no property belonging to Cartwheel Robotics, Inc. remains on site,** and anything located within the premises is property that is **already owned by you** under the strict foreclosure agreement.
3. The company has retained only its bank account and records necessary for final payroll, legal obligations, and dissolution activities, as agreed.

Possession of the premises has been surrendered as of today, and the keys have been left as instructed. As the strict foreclosure process has been fully completed and all assets previously located on the premises are now your property, no further action is required from Cartwheel Robotics, Inc. regarding access or turnover. Should you need any final documents or administrative information, we will make them available promptly.

Sincerely,
Cartwheel Robotics, Inc.

By: ______________________
Name: Scott LaValley
Title: CEO

Exhibit N

PO Box 2915
Bloomington, IL 61702-2915

State Farm

6127 RENO HWY LLC
6127 RENO HWY
FALLON NV 89406-8392

ST
0206-0000
3363143626

State Farm Fire and Casualty Company
A stock company with home offices in Bloomington, Illinois

Your State Farm Agent

Brad Stokes
Brad Stokes Insurance Agy Inc
2260 Reno Highway Suite A
Fallon NV 89406-5601
Bus: 775-423-3200
Email: brad.stokes.mrrh@statefarm.com

Amended Declarations

Policy number: 98-AP-5387-0
Policy period: 12 months
The policy period begins and ends at 12:01 am standard time at the premises location.

Effective date: December 19, 2025
Expiration date: August 4, 2026

DISTRIBUTORS POLICY

Automatic renewal - If the State Farm® policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

NAMED INSURED

6127 RENO HWY LLC

ENTITY

Corporation

POLICY PREMIUM

This is not a bill. *If an amount is due, then a separate statement will be sent prior to the due date. The premium(s) shown below are for the policy period and policy characteristics as described in this Declarations.*

Increase in premium: $873.75

Discounts applied:

Business Experience Rating
Protective Devices
Age of Building
Renewal Discount
Years in Business

REASONS FOR DECLARATIONS

Your policy is amended effective December 19, 2025 due to some recent policy changes you requested. Enclosed is a copy of your new endorsements, if any.

StateFarm®

SECTION I - PROPERTY SCHEDULE

Location number	Location of described premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase - Business Personal Property
001	6127 RENO HWY #1 FALLON NV 89406-8392	$283,200	$340,000	25%
002	6127 RENO HWY #2 FALLON NV 89406-8392	$516,600	$5,800 Upper Bldg S/B #2	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

AUXILIARY STRUCTURES

Location number	Description	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property
002	2A-Storage, Equipment, or Laundry	$18,000	$10,000
002	2B-Storage, Equipment, or Laundry	$15,000	$10,000

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: 274.8
Cov B - Consumer Price Index: 324.8

SECTION I - DEDUCTIBLES

BASIC DEDUCTIBLE $1,000

SPECIAL DEDUCTIBLES:

Employee Dishonesty: $250
Equipment Breakdown: $1,000
Money and Securities: $250

Other deductibles may apply - refer to policy.

CALL Brad 1/5/2026

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See schedule". If a coverage does not have a corresponding limit shown below, but has "Included" indicated, refer to that policy provision for an explanation of that coverage.

Coverage	Limit of Insurance
Accounts Receivable	See Schedule
Arson Reward	$5,000
Brands and Labels	$25,000
Collapse	Included
Damage to Non-owned Buildings from Theft, Burglary or Robbery	Coverage B Limit
Debris Removal	25% of covered loss

Exhibit O

Outlook

Re: intro, fallon landlord <-> EA

From bill LaValley <6127renohwyllc@gmail.com>
Date Tue 12/23/2025 8:44 PM
To John Pharr <j.pharr@engineeredarts.com>
Cc joe@empowerindustries.com <joe@empowerindustries.com>; Scott LaValley <scott.lavalley@cartwheelrobotics.com>; Nicolas Desmarais <nicolas.desmarais@appdirect.com>

1 attachment (265 KB)
2025-12-23 Simple Commercial Lease Proposal - EA.pdf;

I overlooked sending a PDF

On Tue, Dec 23, 2025 at 7:25 PM bill LaValley <6127renohwyllc@gmail.com> wrote:

> Hi John,
>
> Please see attached proposal for the Fallon property we discussed.
>
> Bill
>
> On Tue, Dec 23, 2025 at 11:59 AM John Pharr <j.pharr@engineeredarts.com> wrote:
>
>> Thanks Bill. I sent an invite a few minutes ago. Let me know if you have any issues.
>>
>> Best,
>> **John Pharr**
>> CFO
>>
>> ENGINEERED ARTS
>> **Engineered Arts LLC**
>>
>> On Tue, 23 Dec 2025 at 14:28, bill LaValley <6127renohwyllc@gmail.com> wrote:
>>
>>> Yes, works for me
>>>
>>> Bill
>>>
>>> On Tue, Dec 23, 2025, 11:16 AM John Pharr <j.pharr@engineeredarts.com> wrote:
>>>
>>>> Hey Bill,
>>>>
>>>> Hope you are doing well! Do you have time at 3 PM EST to chat? Would love to have a quick convo to introduce myself and how we may work together going forward.

Let me know!

Thx!
John Pharr
CFO

ENGINEERED ARTS
Engineered Arts LLC

On Tue, 23 Dec 2025 at 13:26, <joe@empowerindustries.com> wrote:

Thanks, Bill, it's a pleasure to meet you. John and I are speaking at 2 p.m. Eastern and will get back to you shortly. Thanks again. Joe

Joe Mardini

Consultant

Our Attitude Is Everything

Notre attitude est tout

My Discipline Creates My Destiny

https://www.linkedin.com/in/joemardini/

416-988-0294

If urgent please text

From: bill LaValley <6127renohwyllc@gmail.com>
Sent: December 23, 2025 1:22 PM
To: Scott LaValley <scott.lavalley@cartwheelrobotics.com>
Cc: John Pharr <j.pharr@engineeredarts.com>; Joe Mardini <joe@empowerindustries.com>; Nicolas Desmarais <nicolas.desmarais@appdirect.com>
Subject: Re: intro, fallon landlord <-> EA

Good morning,

Please feel free to call or email me re 6127 hwy property and/or the Cartwheel assets.

My cell: 415-254-6409

Hope to hear from your group soon.

Bill Lavalley

On Tue, Dec 23, 2025, 9:46 AM Scott LaValley <scott.lavalley@cartwheelrobotics.com> wrote:

> John/Joe — meet Bill LaValley, the landlord who currently controls the company's assets through the lease default and promissory note arrangements.
>
> Bill — meet John and Joe. John is the CFO of EA, and Joe is a consultant who works closely with Nick, the CEO of EA (Cc'd).
>
> I'll let you coordinate directly from here.
>
> Best, Scott
>
> CEO | Founder
> **SCOTT LAVALLEY**
>
> **Cartwheel Robotics**
> Scott@cartwheel.co
> (508)525-5726

Simple Commercial Lease Proposal

Landlord: 6127 Reno Hwy LLC
Property Address: 6127 Reno Hwy, Fallon, NV 89406
Date: January 1, 2026
Proposed Tenant: Engineered Arts

Property Overview

The property includes two commercial buildings on a shared site. This is a simple gross lease (not triple-net).

- **Rent:** $1.50 per square foot per month
- **Water & Sewage:** Included
- **Electricity:** Separately metered per building and paid by tenant
- **Trash:** Arranged and paid for by tenant
- **Operations:** 24/7 operations permitted
- **Parking:** Plenty of on-site parking available

Building 2 – Rear Building

- **Size:** 4,000 sq ft
- **Lease Term:** Month-to-month (term lease optional)
- **Monthly Rent:** $6,000
- **Upfront Payment:** First month's rent plus last month's rent paid in advance

Features:

- Dedicated single-phase 200A service
- Existing 3-phase inverter from prior tenant (approximately 24kw)
- Designed for equipment-heavy use with:
  - 7 zoned electrical subpanels
  - Dedicated 120V/240V split-phase 20A receptacles
  - Blue 15A receptacles wired for future battery UPS system (battery not installed; tenant may add)
- Infrastructure designed to support a future 400A main
- ADA-approved restroom, drinking fountain, and commercial sink
- Picnic area adjacent to Building 2 available for tenant use
- Four electrical heat pumps for heat/cold

Power Expansion Options:

- Additional single-phase power (up to 400A) available from adjacent power pole at minimal cost
- 3-phase power can be extended from across the highway if required (coordination and cost TBD)

Building 1 – Front Building

- **Size:** 2,000 sq ft
- **Lease Options:**
  - Entire building (requires one month notice to clear space), or
  - Partial building (size and configuration to be agreed)
- **Rent:** $1.50 per sq ft per month

Features:

- Dedicated single-phase 200A service
- ADA-approved restroom
- Small kitchenette
- Two electrical heat pumps for heat/cold

Shared Utilities & Site Features

- **Pump House / Utility Building:**
  - Available to house tenant air compressor equipment
  - Already plumbed to both buildings
  - No additional rent required
  - Electrical power supplied from Building 2
- **Water Supply:** On-site well with mineralized RO water system

Known Condition & Planned Remedy

- Occasional winter condensation occurs on west side of Building 2 (primarily NW corner).
- Landlord will remedy the issue by spray-foaming the ceiling.
- Timing and urgency will be coordinated with the tenant.
- Work may be completed all at once or in segments.

Landlord / Tenant Responsibilities

- **Landlord provides:**
  - Water and sewage
  - Property weed control
  - Outdoor lighting
- **Tenant responsible for:**
  - Electricity
  - Trash service
  - Interior maintenance related to tenant use
- **Snow removal:** Not provided by landlord (snowfall is rare and minimal)

Notes

This proposal is non-binding and intended to summarize key lease terms. Final terms to be documented in a simple commercial lease agreement.

Exhibit P

Gmail **william lavalley <billaops@gmail.com>**

Cartwheel

Scott Wiegand <scottwiegand@scalefirm.com> Wed, Feb 4, 2026 at 2:51 PM
To: william lavalley <billaops@gmail.com>, Eric Sternberger <eric@rflawllp.com>
Cc: cguerci@nvsmallbiz.org, bburke@foleyhoag.com

Messrs. Sternberger and LaValley:

This follows all earlier correspondence from the undersigned with Cartwheel Robotics, Inc. (the "Company") and its counsel, asserting certain demands and requesting certain information, to which we have had no response.

We send this notice on behalf of the holders of 2024A Convertible Promissory Notes issued by the Company (the "Notes"). Capitalized terms used but not defined herein shall have the meaning given such terms in the Notes.

Please be advised that pursuant to Section 4(a) of the Notes, an Event of Default has occurred, each of the Notes has accelerated, and all principal and accrued interest under the Notes is currently due and payable. In addition, be advised that the Company is responsible for the reasonable attorneys' fees and court costs incurred by Holders in enforcing and collecting on the Notes.

We are in also receipt of the below correspondence from William LaValley, who we understand is both the father of the Company's controlling shareholder, Scott LaValley (who also claims to be the Company's sole director), asserting certain rights in and to the assets of the Company as both a secured noteholder and landlord to the Company.

In certain of its statements, such correspondence also appears to be speaking for and on behalf of the Company, and makes assertions that are wholly untenable, including as relates to the Company's intangible assets.

Please be advised that we dispute the rights to assets of the Company asserted by William LaValley, for himself and the Company's landlord, and for and on behalf of the Company. Please also note that even assuming William LaValley and his related entities have the rights he claims with respect to the assets, whether as a secured creditor under Article 9 of the UCC or as landlord under Nevada law, Mr. LaValley and his entities are required to act in a commercially reasonable fashion, and none of the actions taken to date nor threatened are commercially reasonable.

Finally, we remind you, in addition to the claims of Noteholders vis a vis the Company under the Notes, under Delaware law, directors and officers of the Company owe a fiduciary obligation to creditors in insolvency situations.

The Majority Noteholders will pursue all rights and remedies, whether at law or in equity, as relates to the matters set forth above.

Regards,

Scott E. Wiegand

Scott E. Wiegand

scottwiegand@scalefirm.com

Office: 720-805-9040

Mobile: 702-635-1277

Scale LLP | www.scalefirm.com

From: william lavalley <billaops@gmail.com>
Sent: Monday, February 2, 2026 5:25 PM
To: Eric Sternberger <eric@rflawllp.com>
Cc: cguerci@nvsmallbiz.org; scottwiegand@scalefirm.com; bburke@foleyhoag.com
Subject: Re: Cartwheel

February 2, 2026

Dear Mr. Sternberger:

The following is intended to address the recovery of Cartwheel Robotics assets and not for a third-party acquisition of assets.

All Cartwheel Robotics Inc (Tenant) tangible property is secured; no computers or memory devices have been altered. No physical inventory count has been carried out, but what was left by Tenant has been secured.

The 6127 Reno Hwy LLC (Landlord) personal property insurance has been increased by $300,000 to protect the new Landlord personal property.

Some employee property has been returned and/or marked for future recovery.

The Subaru car loan has been paid off; the Landlord has the pink slip.

Three equipment leasing companies have been contacted and have provided lease payoff amounts, payoff documents available. These need to be paid off as the Landlord has asset interest that will be conveyed if the sale is consummated.

Tangible property has been grouped and ready for sale, some comingled with other Landlord property. Tenant will need to assist

Landlord in identifying what assets would need to be recovered. A liquidation strategy has been defined, and some prospective buyers have been identified, sale was to begin February 2, 2026.

There appears to be no Intellectual property defined, simply a bunch of computers and memory devices with company records. Access and ownership of this information will be conveyed if the Tenant assets are purchased in whole.

Landlord is now into a second month with unrentable property, incurring additional NV Energy costs, general property maintenance costs and loss of revenue.

A spreadsheet of amounts due is attached. This includes amounts needed to pay off the three leasing companies, get building rent current, pay outstanding NV Energy costs.

The payoff of the three leasing companies, payment to Landlord, cost of preparing any legal documents and cost associated to third party handling the conveyance of document and funds will all be borne by the buyer.

Any Sales tax, property tax or any other transaction charges are to be paid by buyer.

In your e-mail there was a request for various documents; all of these documents are already in the possession of Tenant, anything provided would be taken out of context from Tenants perspective.

Landlord will need an affirmative reply by close of business Wednesday February 4, 2026, if no response, assets will be sold to mitigate Landlord's loss.

Tenant needs to release all secured parties of liability.

If there is an intent to acquire the Tenant assets, arrangements can be made to examine the assets before closing.

Bill LaValley

Manager, 6127 Reno Hwy LLC

(415)254-6409

Item	Description	Sub	Amout Due Landlord	Other
Past due rent	Unpaid rent from 4/1/2023 through 7/31/2024	$87,075.00		
	Interest through to maturity date 2025/11/8	$18,376.79		
			$105,451.79	
Interest	Interest on Past due amount untill pait at 10%per annum ($105451.79 * 10% / 365 days) = $28.89 per day			

	Note due date	11/8/2025			
	Todays Date	2/4/2026			
	Additional interest	88		$2,542.32	
Unpaid rent	January 2026 rent		$6,000.00		
	February 2026 rent		$6,000.00	$12,000.00	
Last Months rent				$6,000.00	
Security deposit	This will cover damages and cleaning at end of month-to-month lease, unused amount to be refunded			$6,000.00	
NV Energy	Landlord rebills building 2 electrical bill to tennant for a previous month.				
	December bill	296.23			
	January deposit (amount overpaid will be refunded when NV Energy bill received)	400			
	February deposit (amount overpaid will be refunded when NV Energy bill received)	400		$1,096.23	
Subaru Car Loan	Landlord paidoff loan to secure asset, Jan 7, 2026, pink slip in hand		$3,278.07		
Geneva Capital Lease	CVO-5 Stand alone oven, vacuum pump and attachments (serial 04001122), Kent KTM-4VKF-E Verticle Mill (serial 11114863) and Lathe (serial 14422034165V). Payoff amount				$31,372.52
HAASCNC Lease	Estimated, waiting for actual payoff from leasing company				$141,000.00
Machinery Finance Lease	Estimated, waiting for actual payoff from leasing company				$14,108.00

Sub Totals by payee	$133,090.34	$186,480.52
Total amount to clear leases, rent , utilities and future property rent through February. Payments should be to an escrow account to handle payments to the various parties and convay personal property ownership. The cost of escrow and taxes or other fees to be paid by buyer.	$319,570.86	

From: Eric Sternberger <eric@rflawllp.com>
Sent: Friday, January 30, 2026 2:45 PM
To: william lavalley <billaops@gmail.com>
Subject: Re: Cartwheel

Thank you.

Eric Sternberger (he/him/his)

Partner

Ragghianti | Freitas LLP

1101 Fifth Avenue, Suite 100, San Rafael, CA 94901 • T 415.453.9433 • D 415.526.0108

www.RFLawllp.com • www.sternberger-adr.com

QR Code to download Contact to phone

From: william lavalley <billaops@gmail.com>

Date: Friday, January 30, 2026 at 2:08 PM
To: Eric Sternberger <eric@rflawllp.com>
Subject: Re: Cartwheel

Hi Eric,

I will try to get something back Monday end of day, still getting payoff info from leasing companies

Thanks,

Bill

From: Eric Sternberger <eric@rflawllp.com>
Sent: Thursday, January 29, 2026 3:27 PM
To: billaops@gmail.com <billaops@gmail.com>
Subject: Cartwheel

Dear Mr. LaValley:

I had a call with three attorneys for the creditors today. While they were disappointed that you would not have your attorney participate on a call with them, so they can discuss the assets, I conveyed the demand you made, which put simply was to get paid what is owed you and that they either promptly exit the premises or lease the space from you. You had stated the amount you would accept was $105,000. The creditors stated that in order to consider any offer, they would need your proposal in writing, and including the following.

1. Written confirmation that the tangible and intangible are currently safeguarded and well-preserved.
2. They additionally request confirmation that you will keep the assets safeguarded and well-preserved "pending resolution of the matters under discussion" between them as creditors and Cartwheel.
3. Evidence of the amount owing.
4. A list of the Cartwheel assets, both tangible and intangible, identifying which are subject to a security interest in your favor, and further identifying the current location of each asset. (I provided them a copy of the attached appraisals, which I have attached for your convenience.)
5. Copy of your promissory note.
6. Copy of your Security Agreement.
7. Copy of your notice of breach and any documentation confirming the transfer, assignment or surrender of the assets to you pursuant to the strict foreclosure or pursuant to your rights as a landlord under Nevada law.
8. A description of what you require to return the assets to Cartwheel. (E.g. Principal/Interest under eh Note; unpaid rent; expenses suffered; rent on a go-forward basis while the assets remain on premises.)

This letter should be written by your attorney, who will have their own opinion about what should be included or not included in a letter. The creditors attorneys request that the letter be delivered by end of day tomorrow, Friday, January 30th. Below are the names and emails of the attorneys for the creditors in case your attorney would like to respond directly to them. If necessary, I can facilitate the delivery of your attorneys' letter.

Scott Wiegand - Counsel for Reno Seed Fund

scottwiegand@scalefirm.com

Christine Guerci - Counsel for State of Nevada

cguerci@nvsmallbiz.org

Brendan Burke - Counsel for Engineered Arts

bburke@foleyhoag.com

If you would please have your attorney let me know if a letter will be provided and, if so, when?

Hope you are well,

Best - Eric

Eric Sternberger (he/him/his)

Partner

Ragghianti | Freitas LLP

1101 Fifth Avenue, Suite 100, San Rafael, CA 94901 • T 415.453.9433 • D 415.526.0108

www.RFLawllp.com • www.sternberger-adr.com

QR Code to download Contact to phone

Daniel Watson
2531 Woodson Ave
Henderson, Nevada 89052

Samantha Conway
Re: Cartwheel Robotics
6127 Reno Highway
Fallon, Nevada 89406

Intellectual property can be sold in bankruptcy liquidations, but in Cartwheels situation I don't believe there would be value at this time. My understanding is that no copyrights or patents have been issued, because the programs are in development and are unfinished. Without Scott's continued participation the existing code is not usable. Scott would have no obligation to continue to assist the new owner if the court sold the existing code.

Daniel C. Watson

APPRAISAL REPORT

Prepared For:

Samantha Conway, Chief Operating Officer
Re: Cartwheel Robotics, Incorporated
6127 Reno Highway
Fallon, Nevada 89406

Prepared By:

Daniel C. Watson
2531 Woodson Avenue
Henderson, Nevada. 89052

Member: Certified Appraisers Guild of America

Table of Contents

Summary

On November 24, 2025 I personally inspected the listed personal property at 6127 Reno Highway Fallon, Nevada 89406. This was done at the request of Samantha Conway.

Value

Fair Market Value

The fair market replacement value for the personal property is:

$274,607.00

This is not the appraisal report. The appraisal report must be read in its entirety.

Condition of Appraisal

The value stated in this report is based on the best judgment of the appraiser given the facts and conditions available at the date of the valuation.

The use of this report is limited to the purpose of determining the value of the personal property for bankruptcy liquidation purposes. This report is to be used in its entirety only.

Any additional research or testimony required by the client or the court will be billed at the current rates.

Disclosure of the contents of this report is governed by the Standards and Practices of the Certified Appraisers Guild of America.

Certification of Report

It should be noted that Daniel C. Watson is a disinterested party in this matter. No prohibited fee was assessed for this report.

Daniel C. Watson has successfully completed the personal property appraiser certification program with the Certified Appraisers Guild of America and is a member in good standing. This report was prepared in accordance with the Standards and Practices of the Certified Appraiser Guild of America, which has review authority of this report.

Daniel C. Watson has personally examined the subject property inventory list. The statements of fact contained in this report are true and correct to the best knowledge and belief of the appraiser..

Daniel C. Watson owned Las Vegas Auction, Inc. from 1974 to April 2008 and Nellis Auction from December 2010 to November 2012 and has varied experience as an auctioneer since 1975 and as an appraiser since 1976. Mr. Watson currently is an independent auctioneer and appraiser.

Daniel C. Watson CAGA
Tax ID 527-78-3329

Purpose of the Report

The purpose of this report is to determine Fair Market Value for bankruptcy liquidation purposes.

Method of Valuation

The method of valuation for this report is Fair Market Value based on comparable items sold at Nellis Auction and other local auction houses in the last two years, internet sales and the use of on line advertisement prices.

Definition of Value

Fair Market Value

Under the United States Treasury regulation 1.170-1© Fair Market Value is defined as:

The price at which the property would change hands between a willing buyer and a willing seller, neither being under compulsion to buy or sell and both having reasonable knowledge of relevant facts.

Basis of Appraisal

Valuation Date

The date of valuation for determining value is November 24, 2025.

Limitations of Property

There were no limitations on use or disposition of this property.

Description

See attached list – Attachment "A"

Factors Affecting Value

Marketability

This merchandise is the type of items that would have a large group of potential buyers.

Condition

The general condition of this inventory is very good.

Analysis

This merchandise is in very good condition and would sell to a large group of potential bidders. The nature of this specialized equipment and the remote location would present obstacles for a liquidation sale. The following listed prices are based on comparison to similar items sold by Nellis Auction and other local auction houses within the last two years, Ebay.com, machinio.com, affordable-machinery.com, sterlingmachinery.com, jmtest.com, machinesale.com, surplusrecord.com, craigslist.com, oferup.com and on line advertisements and also the use of price guides.

Appraiser Qualifications

Daniel C. Watson, CAGA
2531 Woodson Avenue
Henderson, Nevada 89052

Education

Graduate Personal Property Appraiser
Personal property appraiser education program
December 2009

Certified Appraisers Guild of America
Personal property appraiser certification program
February 1994

Authorized Nevada Motor Vehicle Dealer
1995-2008

Missouri Auction School
Auctioneer
January 1978

Northern Arizona University
Flagstaff, Arizona
B. S. Biochemistry
May 1971

Work Experience

Auctioneer and Appraiser

Fifty years as an Auctioneer selling a variety of furniture, antiques, jewelry, collectibles, art, restaurant equipment, medical equipment, tools, store inventories, office furniture, firearms, electronics, boats, aircraft, vehicles and heavy equipment in the Las Vegas area. We sold U. S. Bankruptcy Liquidations, Clark County Public Administrator Estate and bank foreclosure auctions.

Attachment "A"

1. CONAIR COMPUTER $450.00
2. CONAIR COMPUTER 450.00
3. CONAIR COMPUTER 450.00
4. BOXX COMPUTER APEXX S3 ....500.00
5. LENOVO THINKBOOK 14" G3 ACL...200.00
6. LENOVO THINKBOOK 350.00
7. BOXX COMPUTER SERVER...500.00
8. LENOVO THINKBOOK 14" G3 ACL...200.00
9. LENOVO IDEALPAD SLIM 7 PRO LAPTOP...225.00
10. SAMSUNG SSD EXTERNAL DRIVE 50.00
11. DELL COMPUTER 250.00
12. LENOVO THINKBOOK P 16 ....275.00
13. LENOVO THINKBOOK P 16 ....275.00
14. LENOVO THINKBOOK 9 16 ....275.00
15. LENOVO THINKBOOK P 16 ....275.00
16. LENOVO THINKBOOK 14" G3 ACL..200.00
17. LENOVO THINKBOOK 14" G3 ACL..200.00
18. SAMSUNG SSD 2TB EXTERNAL DRIVE 50.00
19. SAMSUNG T7 PORTABLE SSD DRIVE 50.00
20. SAMSUNG T5 PORTABLE SSD 2TB DRIVE 50.00
21. LENOVO THINKBOOK 14" G3 ACL..200.00

Attachment "A" Continued

22. DELL XPS TOWER 12TH GENERATION INTEL CORE 250.00

23. LENOVO THINKBOOK 14" G3 ACL..200.00

24. LENOVO COMPUTER 350.00

25. APPLE MACBOOK PRO COMPUTER 325.00

26. LENOVO COMPUTER 350.00

27. (60) CLEAR PLASTIC SHOE BOXES 15.00

28. (50) CLEAR PLASTIC SHOE BOXES 12.00

29. (40) CLEAR PLASTIC SHOE BOXES 10.00

30. DELL COMPUTER..400.00

31. BOXX COMPUTER LINUX AI SYSTEM 650.00

32. BOXX COMPUTER 650.00

33. LENOVO THINKBOOK 14" G3 ACL..200.00

34. T5 PORTABLE SSD 2TB DRIVE...50.00

35. T5 PORTABLE SSD 2TB DRIVE...50.00

36. DEWALT 20 VOLT BATTERY...30.00

37. DEWALT 20 VOLT BATTERY...30.00

38. COUCH 200.00

39. BAR-B-QUE GRILL 325.00

40. GRAINGER UV LIGHT ELECTRONIC INSECT KILLER 60.00

41. GRAINGER UV LIGHT ELECTRONIC INSECT KILLER 60.00

42. COUCH 200.00

43. BAMBU 3-D PRINTER H2S...425.00

Attachment "A" Continued

44. HP PRINTER 50.00

45. OFFICE CHAIR 30.00

46. OFFICE CHAIR 30.00

47. STANDING DESK..60.00

48. STANDING DESK..60.00

49. DAREX TOOL GRINDER G-13 ....950.00

50. OFFICE CHAIR 30.00

51. WIRE SPOOL STORAGE RACK 85.00

52. DELL 27" MONITOR...75.00

53. DELL 27" MONITOR...75.00

54. DELL 27"MONITOR..75.00

55. DELL 27" MONITOR...75.00

56. DELL 27" MONITOR...75.00

57. DELL 27" MONITOR...75.00

58. DELL 27" MONITOR...75.00

59. DELL 27" MONITOR...75.00

60. CRAFTSMAN TOOL BOX TOP 1 ....150.00

61. CRAFTSMAN TOOL BOX BOTTOM 1 ....275.00

62. CRAFTSMAN TOOL BOX TOP 2 ....150.00

63. CRAFTSMAN TOOL BOX BOTTOM 2 ....275.00

64. SAMSUNG 70" TV 275.00

65. FRIGIDAIRE REFRIGERATOR...250.00

Attachment "A" Continued

66. PRECISION GRANITE SURFACE PLATE W/ STEEL STAND...........................700.00

67. CREST 7 GALLON ULTRASONIC CLEANER P2600D....................................650.00

68. EPSON DOCUMENT SCANNER ES-580W..90.00

69. MITUTOYO 2.6-2" MICROMETER 468-269 ....375.00

70. AMSCOPE MICROSCOPE W/ RING LIGHT & BASE PLATE............................325.00

71. CHEMICAL REFRIGERATOR 70.00

72. WILTON VICE 75.00

73. STANDING DESK WOBBLE STOOL...35.00

74. STANDING DESK WOBBLE STOOL...35.00

75. STANDING DESK WOBBLE STOOL...35.00

76. STANDING DESK WOBBLE STOOL...35.00

77. DREMEL TOOL W/ ACCESSORIES..50.00

78. BROTHER LABEL MAKER 35.00

79. BK PRECISION LCR BENCH METER 1,200.00

80. BK PRECISION 4-TERNINAL TEST FIXTURE TL89F2 ....30.00

81. BK PRECISION TEST FIXTURE TL89K1 ....30.00

82. MSC COUNTING BENCH SCALE 8101-15..250.00

83. DYMO LABEL WRITER 4XL 45.00

84. DYMO SCALE M25-US...25.00

85. DELL 27" MONITOR..75.00

86. DELL 27" MONITOR..75.00

87. DELL 27" MONITOR..75.00

Attachment "A" Continued

88. KALAMAZOO BAND SAW KC812W 1,750.00

89. DELL 27" MONITOR..75.00

90. WAVLINK AC1200 OUTDOOR WIFI EXTENDER..25.00

91. MESH DRAFTING CHAIR..60.00

92. MESH DRAFTING CHAIR..60.00

93. MESH DRAFTING CHAIR..60.00

94. MESH DRAFING CHAIR..60.00

95. WELLER HEAT GUN 6966C..20.00

96. AMSCOPE MICROSCOPE W/ LIGHT RING & CLAMP..325.00

97. MAIL CART..30.00

98. PALLET JACK..175.00

99. BALDOR 8107WD GRINDER..750.00

100. USA DAKE ARBOR PRESS STAND..150.00

101. USA DAKE ARBOR PRESS..400.00

102. WHITE BOARD..100.00

103. WHITE BOARD..100.00

104. FLUKE 233 REMOTE DISPLAY MULTIMETER..120.00

105. FLUKE 233 REMOTE DISPLAY MULTIMETER..120.00

106. FLUKE 289 TRUE=RMS LOGGING MULTIMETER..150.00

107. SAMSUNG 70" TV..275.00

108. PROSHARK ETHERNET ANALYZER..200.00

109. MITUTOYO GAUGE BLOCK SET 2262A3..800.00

Attachment "A" Continued

110. KENT DTS-12F CNC DRILL PRESS..1,600.00

111. ABLAZE 1.5 GALLON VACUUM DEGASSING CHAMBER PUMP..30.00

112. ABLAZE 1.5 GALLON VACUUM DEGASSING CHAMBER CONTAINER.....30.00

113. MITUTOYO SOLAR DIGIMATIC INDICATOR 543-502 ....60.00

114. TV STAND 1 ....50.00

115. TV STAND 2 ....50.00

116. TRIUMPH TWIST DRILL COMPANY INDEX STEEL DRILL SET 50.00

117. MITUTOYO 12" ELECTRONIC HEIGHT GAUGE...425.00

118. MITUTOYO 1-1.2" MICROMETER 468-267 ....200.00

119. MITUTOYO 2-2.25" MICROMETER 468-270 ....200.00

120. MITUTOYO 1.2-1.6" MICROMETER 468-268 ....200.00

121. MITUTOYO MICROMETER SET 293-961-30...200.00

122. MITUTOYO GRADUATION HORIZONTAL DIAL TEST INDICATOR 45.00

123. APC UPS 1500VA BATTERY BACKUP 75.00

124. MITUTOYO 0-6" DIGIMATIC CALIPER 500-196-30 ....40.00

125. MITUTOYO 0-8" CALIPER 500-197-30..40.00

126. GASKET & WASHER PUNCH SET (THIN MATERIAL) 85.00

127. HAMMER DRIVEN GASKET & WASHER PUNCH SET.................................120.00

128. EERO PRO 6 HIGH SPEED MESH ROUTER AX 5400 ....65.00

129. EERO PRO 6 HIGH SPEED MESH ROUTER AX 5400 ....65.00

130. EERO PRO 6 HIGH SPEED MESH ROUTER AX 5400 ....65.00

131. MEISEI TOOLS HOTWEEZER...400.00

Attachment "A" Continued

132. APC UPS 1500VA BATTERY BACKUP BX1500M...75.00

133. APC UPS 1500VA BATTERY BACKUP BX1500M...75.00

134. APC UPS 1500VA BATTERY BACKUP BX1500M...75.00

135. DEWALT SHOP VACUUM..35.00

136. PAPER SHREDDER..30.00

137. 10 PAIR 6x1/8" ACCURACY PARALLEL SET..40.00

138. 9 PAIR 6x1/4" ACCURACY PARALLEL SET..40.00

139. TAPMATIC REVERSING TAPPING HEAD RX50-3JT..250.00

140. MANFROTTO 3-SECTION TRIPOD..125.00

141. MITUTOYO 0-6" DIGIMATIC CALIPER 500-196-30..40.00

142. MITUTOYO 0-6" DIGIMATIC CALIPER 500-196-30..40.00

143. MITUTOYO 0-4" DIGIMATIC CALIPER 500-195-30..40.00

144. MITUTOYO 0-4" DIGIMATIC CALIPER 500-195-30..40.00

145. MITUTOYO 0-4" DIGIMATIC CALIPER 500-195-30..40.00

146. SPI DIGITAL DUROMETER 15-136-5..50.00

147. BIOMETRIC SAFE..65.00

148. APC UPS 1550VA BATTERY BACKUP BX1500M..75.00

149. WERA TORQUE LIMITING SCREWDRIVER 4-8.8 N/M..50.00

150. CDI TORQUE LIMITING SCREWDRIVER 1 MAX IN/OZ 611NSM..50.00

151. WERA TORQUE SCREWDRIVER KIT 1..45.00

152. WERA TORQUE SCREWDRIVER KIT 2..45.00

153. WERA TORQUE SCREWDRIVER KIT 3..45.00

Attachment "A" Continued

154. FILING CABINET..45.00

155. FLUKE DIGITAL THERMOMETER FLUKE-52-2..85.00

156. KURT VERSALOCK VISE 3600V..200.00

157. KURT VERSALOCK VISE 3600V 200.00

158. LOGITECH WIRELESS STREAMING CAMERA 1 ....85.00

159. LOGITECH WIRELESS STREAMING CAMERA 2 ....85.00

160. LOGITECH WIRELESS STREAMING CAMERA 3 ....85.00

161. BEAM CLAMP 35.00

162. CHAIN HOIST 200.00

163. GIBRALTAR 52 PIECE BLOCK & CLAMP SET 30.00

164. HEAVY DUTY LIFT CART 475.00

165. OFFICE CHAIR 25.00

166. OFFICE CHAIR 25.00

167. OFFICE CHAIR 25.00

168. OFFICE CHAIR 25.00

169. OFFICE CHAIR 25.00

170. MESH DRAFTING CHAIR....................................60.00

171. MESH DRAFTING CHAIR....................................60.00

172. BK PRECISION WAVEFORM GENERATOR 4054B 350.00

173. ZERO SMOG EL FUME EXTRACTOR 275.00

174. MOUSER OSCILLOSCOPE MSO24....................................950.00

175. DELL 27" MONITOR....................................75.00

Attachment "A" Continued

176. DELL 27" MONITOR....................................75.00

177. DELL 27" MONITOR....................................75.00

178. DELL 27" MONITOR....................................75.00

179. EERO PRO 6E HIGH SPEED MESH ROUTER AX 5400....................................65.00

180. EERO PRO 6E HIGH SPEED MESH ROUTER AX 5400 ....65.00

181. ULINE VERTICAL BAR RACK 100.00

182. CRAFTSMAN BOTTOM TOOL BOX 3 ....275.00

183. CRAFTSMAN UPPER TOOL BOX 3 ....150.00

184. BK PRECISION MULTI-RANGE DC POWER SUPPLY 9202B 250.00

185. BK PRECISION MULTI-RANGE DC POWER SUPPLY 9202B 250.00

186. BK PRECISION MULTI-RANGE DC POWER SUPPLY 9202B 250.00

187. EERO PRO 6 HIGH SPEED MESH ROUTER AX 5400 ....65.00

188. EERO PRO 6 HIGH SPEED MESH ROUTER AX 5400 ....65.00

189. EERO PRO 6 HIGH SPEED MESH ROUTER AX 5400 ....65.00

190. HP LASERJET PRO MFP M281CDW....................................75.00

191. SCAFFOLDING....................................500.00

192. AIR FRYER....................................30.00

193. INGERSOL RAND AIR COMPRESSOR POLYSEP PSG-7 15 HP 9,500.00

194. GVM RGB LED LIGHTING KIT 800D....................................40.00

195. GOPRO HERO 11 CAMERA....................................90.00

196. DELL 27" MONITOR 75.00

197. RAZER GAMING KEYBOARD HUNTSMAN 25.00

Attachment "A" Continued

198. DEWALT IMPACT WRENCH MAX XR 20V 45.00

199. EVOLVE DRAFTING CHAIR....................................60.00

200. UNIVERSAL INTERNAL NES26 THREAD REPAIR TOOL 60.00

201. WIHA RATCHET & MICROBITS 65 PIECE SET 50.00

202. TRIUMPH TWIST DRILL COMPANY DRILL SET 090560T123 ....85.00

203. SONOS SPEAKERS SONOS ONE SL (2)..250.00

204. SONOS SPEAKERS SONOS ONE SL (4)..400.00

205. SAMSUNG 970 EVO PLUS DRIVE..80.00

206. SAMSUNG 970 EVO PLUS DRIVE..80.00

207. SAMSUNG 970 EVO PLUS DRIVE..80.00

208. DEWALT 20V MAX XR BUSHLESS TOOL KIT (6) TOOLS 225.00

209. DELL 27" MONITOR...75.00

210. DELL 27" MONITOR...75.00

211. DELL 27" MONITOR...75.00

212. DELL 27" MONITOR...75.00

213. DELL 27" MONITOR...75.00

214. CRAFTSMAN TOP TOOL BOX 4 ....150.00

215. CRAFTMAN BOTTOM TOOL BOX 4 ....275.00

216. FLUKE 52-2 60HZ INPUT DIGITAL THERMOMETER..................................125.00

217. AMSCOPE SMSET 0520 BARLOW LENS SET 50.00

218. GVM RGB LED LIGHTING KIT 800D...40.00

219. PRESET TORQUE WRENCH ¼" DR 40-200CNM..40.00

Attachment "A" Continued

220. PROGRAMABLE KEYBOARD XK-0979 ....70.00

221. FLUKE PRESSURE GUAGE 15PSIA 275.00

222. BK MULTI-RANGE PROGRAMABLE DC POWER SUPPLY 250.00

223. BK MULTI-RANGE PROGRAMABLE DC POWER SUPPLY 250.00

224. BK MULTI-RANGE DC POWER SUPPLY...250.00

225. BX 1500M BACKUP BATTERY POWER SUPPLY 75.00

226. GVM RGB LED LIGHTING KIT 800D...40.00

227. BAMBU 3-D PRINTER H2S...425.00

228. CRAFTSMAN UPPER TOOL BOX 175.00

229. CRAFTSMAN LOWER TOOL BOX...250.00

230. UBIQUITI UNIFI SWITCH USW-24..50.00

231. UBIQUITI UNIFI ROUTER UDM-PRO..125.00

232. HARBOR FREIGHT SAND BLASTER 100.00

233. CRAFTSMAN UPPER TOOL BOX 5 ....175.00

234. CRAFTSMAN LOWER TOOL BOX 5...250.00

235. 3-D PRINTER DRYER..30.00

236. GALOMB BENCH TOP INJECTION MOLDER...1,100.00

237. MITUTOYO INDICATING MICROMETER 0-1" 510-131...............................200.00

238. DELL 27" MONITOR..75.00

239. DELL 27" MONITOR..75.00

240. DELL 27" MONITOR..75.00

241. DELL 27" MONITOR..75.00

Attachment "A" Continued

242. DELL 27" MONITOR..75.00

243. STAINLESS STEEL BAKERS RACK 65.00

244. STAINLESS STEEL BAKERS RACK 65.00

245. STAINLESS STEEL BAKERS RACK 65.00

246. STAINLESS STEEL BAKERS RACK 65.00

247. HARBOR FREIGHT 18LB VIBRATING BOWL 50.00

248. 800LB HAND DOLLY 30.00

249. HAAS SHOP LIFT 425.00

250. BAMBU 3-D PRINTER H2S 425.00

251. HAKKO BOARD HEATER 200.00

252. QUINCY LAB MODEL 40 LAB OVEN..400.00

253. QUINCY LAB MODEL 40 LAB OVEN..400.00

254. STEAM DECK CONTROLLER 120.00

255. DELL 27" MONITOR..75.00

256. DELL 27" MONITOR..75.00

257. APC UPS BATTERY BACKUP BX1500M..75.00

258. APC UPS BATTERY BACKUP BX1500M..75.00

259. OFFICE CHAIR 25.00

260. OFFICE CHAIR 25.00

261. OFFICE CHAIR 25.00

262. OFFICE CHAIR 25.00

263. OFFICE CHAIR 25.00

Attachment "A" Continued

264. OFFICE CHAIR 25.00

265. (2) 5-TIER BAKERS RACKS 100.00

266. R8 COLLET SETS 175.00

267. SPI WORKSHOP SQUARES 40.00

268. (10) BLACK TABLES 200.00

269. GAUGE PIN SETS 325.00

270. (6) SHOP BUILT 4'x8' WORK BENCHES 300.00

271. MOUSER TEST PROBES 300.00

272. HDMI SWITCH..50.00

273. (2) 6-TIER BAKERS RACKS 120.00

274. (3) GRAY STORGE CRATES..120.00

275. SPI GRANITE INDICATOR TRANSFER STAND 30-579-7..50.00

276. TMX COLLET CHUCK 3-862-0505P 200.00

277. 150-PC WRENCH SET..50.00

278. (2) 6-TIER BAKERS RACKS 120.00

279. (2) PRECISION SCREWDRIVER 51-PIECE SETS..100.00

280. (10) SHOP BUILT 4'x8' WORK BENCHES..500.00

281. MITUTOYO 1.2" SETTING RING 177-289..40.00

282. BALDOR CAST IRON PEDESTAL BLD GA16 ....100.00

283. MITUTOYO 2" SETTING RING 177-187..40.00

284. MITUTOYO MICROMETER STAND 156-101-10..25.00

285. (4) NEAFI XL LED TASK LAMP 140.00

Attachment "A" Continued

286. KEURIG COFFEE MAKER..25.00

287. GRAY STORAGE CRATE..40.00

288. LOGITECH KEYBOARD & MOUSE 20.00

289. CADMOUSE PRO 20.00

290. ASSORTED TEST LEADS 100.00

291. CUSHION-LOK DRAINAGE MAT 125.00

292. GAUGE PIN SETS..60.00

293. SPI HARDNESS CALIBRATION BLOCK KIT 15-138-1....................................50.00

294. (2) LOGITECH WEBCAMS..20.00

295. MITUTOYO 1.6" SETTING RING..40.00

296. LOGITECH WEBCAM..20.00

297. PEPLINK CAT-12 MAX TRANSIT DUO PRO W/ ANTENNA.........................325.00

298. COLLET SET..200.00

299. (4) BLACK FOLDING CHAIRS..20.00

300. SPI SETUP BLOCKS W/ PIN VISE..50.00

301. (2) NEAFI XL LED TASK LAMPS..70.00

302. THREAD INSERT HAND INSTALL TOOL..35.00

303. 150 PIECE WRENCH SET..50.00

304. (2) CUSHION-LOK DRAINAGE MATS..250.00

305. SHANK DRILL CHUCK 31411..150.00

306. (4) LOGITECH WEBCAMS..80.00

307. (10) BLACK TABLES..200.00

Attachment "A" Continued

308. RED PLASTIC ORGANIZER BOXES..100.00

309. 8-PIECE COLLET 16C 1/8" LYN 160-SET-08..125.00

310. BATHROOM SHELVING..70.00

311. (2) MITUTOYO MICROMETER STANDS..50.00

312. METRIC COARSE THREAD REPAIR KIT..40.00

313. (2) PICNIC BENCHES..200.00

314. (2) LOGITECH WEBCAMS..40.00

315. MICROWAVE OVEN 25.00

316. LYNDEX 69-PIECE COLLET SET 175.00

317. MITUTOYO 1" SETTING RING 177-184..40.00

318. ROKOKO ESTEVE MOTION CAPTURE SYSTEM 1,000.00

319. HAAS ROTARY TABLE 5^{TH} AXIS DRIVE 20,000.00

320. VACUUM OVEN CVO-5 ....5,200.00

321. VACUUM OVEN STAND 400.00

322. KENT LATHE RML-1440VT 16,000.00

323. KENT MILL KTM-4VKF-E 7,000.00

324. CASCADE SCIENCE VACUUM PUMP TEFC/IP44 IK08................................900.00

325. HAAS VF-20Y LATHE ST-20Y 69,000.00

326. HAAS VF2SSYT VERTICAL MILL VF2SSYT 46,000.00

327. 210 MM ROTARY TABLE HRT210 ....6,500.00

328. MITUTOYO CRYSTA-APEX V574 CMM V574 ....26,000.00

329. HAAS 6" TAIL STOCK..500.00

Attachment "A" Continued

330. (7) BLACK PRESSED WOOD ORGANIZER SHELF UNITS...........................140.00

331. (4) DIGITAL PRINTS W/ OBAY WILLIAMS "ROBOTS" 100.00

332. FRAMED PAINTING BY OBAY WILLAIMS "ROBOTS"..................................85.00

333. JIBO ROBOT 125.00

334. MOXIE ROBOT...50.00

335. ASSORTED COMPUTER CABLES & PARTS 150.00

336. ASSORTED UNLISTED HAND TOOLS 300.00

337. 2022 SUBARU OUTBACK #4S4BTADCN3227079 (92,422 MILES)............14,800.00
(CRACKED WINDSHIELD & TIRES NEED TO BE REPLACED)

Total $274,607.00

Billing Statement

November 24, 2025

Samantha Conway, Chief Operations Officer
Re: Cartwheel Robotics, Incorporated
6127 Reno Highway
Fallon, Nevada 89406

RE: Personal Property Appraisal /

12.5 hours @ $75.00 per hour $937.50