

Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of Delaware

Case number (if known): _____ Chapter 15

☐ Check if this is an amended filing**Official Form 401****Chapter 15 Petition for Recognition of a Foreign Proceeding**

12/15

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write debtor's name and case number (if known).

1. Debtor's name3MotionAI Inc.**2. Debtor's unique identifier****For non-individual debtors:**☐ Federal Employer Identification Number (EIN) ____ - ____ - ____☒ Other 5044593. Describe identifier Ontario Corporate Number.**For individual debtors:**☐ Social Security number: xxx - xx- ____ - ____☐ Individual Taxpayer Identification number (ITIN): 9 xx - xx - ____ - ____☐ Other _____. Describe identifier _____.**3. Name of foreign representative(s)**TDB Restructuring Limited**4. Foreign proceeding in which appointment of the foreign representative(s) occurred**Ontario Superior Court of Justice (Commercial List)Court File No. BK-25-03267656-0032, Estate No. 32-3267656**5. Nature of the foreign proceeding**

Check one:

- ☒ Foreign main proceeding
- ☐ Foreign nonmain proceeding
- ☐ Foreign main proceeding, or in the alternative foreign nonmain proceeding

6. Evidence of the foreign proceeding

- ☐ A certified copy, translated into English, of the decision commencing the foreign proceeding and appointing the foreign representative is attached.
- ☐ A certificate, translated into English, from the foreign court, affirming the existence of the foreign proceeding and of the appointment of the foreign representative, is attached.
- ☒ Other evidence of the existence of the foreign proceeding and of the appointment of the foreign representative is described below, and relevant documentation, translated into English, is attached.
Order (Initial Proposed Order and SISP Order) dated 10/1/25 and Certificate of Filing of Notice of Intention to Make a Proposal dated 9/3/25

7. Is this the only foreign proceeding with respect to the debtor known to the foreign representative(s)?

- ☐ No. (Attach a statement identifying each country in which a foreign proceeding by, regarding, or against the debtor is pending.)
- ☒ Yes

Debtor 3MotionAI Inc. Case number (if known) _____
Name

8. Others entitled to notice

Attach a list containing the names and addresses of:

- (i) all persons or bodies authorized to administer foreign proceedings of the debtor,
- (ii) all parties to litigation pending in the United States in which the debtor is a party at the time of filing of this petition, and
- (iii) all entities against whom provisional relief is being sought under § 1519 of the Bankruptcy Code.

9. Addresses**Country where the debtor has the center of its main interests:**Canada**Debtor's registered office:**
19-511 Maple Grove Road, Suite 61029
Number Street
P.O. BoxOakville, Ontario L6J 7P5City State/Province/Region ZIP/Postal CodeCanadaCountry**Individual debtor's habitual residence:****Address of foreign representative(s):**Number Street11 King Street West, Suite 700Number StreetP.O. BoxP.O. BoxCity State/Province/Region ZIP/Postal CodeToronto, Ontario M5H 4C7City State/Province/Region ZIP/Postal CodeCountryCanadaCountry**10. Debtor's website (URL)**https://3motionai.com**11. Type of debtor***Check one:*☒ Non-individual (*check one*):☒ Corporation. Attach a corporate ownership statement containing the information described in Fed. R. Bankr. P. 7007.1.☐ Partnership☐ Other. Specify: _____☐ Individual

Debtor 3MotionAI Inc. Case number (if known) _____

Name

12. Why is venue proper in this district?

Check one:

- ☐ Debtor's principal place of business or principal assets in the United States are in this district.
- ☒ Debtor does not have a place of business or assets in the United States, but the following action or proceeding in a federal or state court is pending against the debtor in this district:
VelocityEHS Holdings Inc. v. 3MotionAI, Inc., Case 2024-0957 -MTZ, CONF, DE Court of Chancery
- ☐ If neither box is checked, venue is consistent with the interests of justice and the convenience of the parties, having regard to the relief sought by the foreign representative, because:

13. Signature of foreign representative(s)

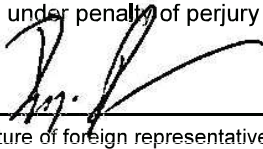
I request relief in accordance with chapter 15 of title 11, United States Code.

I am the foreign representative of a debtor in a foreign proceeding, the debtor is eligible for the relief sought in this petition, and I am authorized to file this petition.

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

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

x

per: 

Signature of foreign representative

**TDB Restructuring Limited in its capacity
as Proposal Trustee and Foreign Representative
and not in its personal or corporate capacity
By: Bryan A. Tannenbaum
Its: Managing Director**

Executed on

10/22/2025

MM / DD / YYYY

x

Signature of foreign representative

Printed name

Executed on

MM / DD / YYYY

14. Signature of attorney

x



Signature of Attorney for foreign representative

Date

10/22/2025

MM / DD / YYYY

Frederick B. Rosner

Printed name

The Rosner Law Group LLC

Firm name

824 North Market Street, Suite 810

Number Street

Wilmington

City

DE

State

19801

ZIP Code

(302) 319-6300

Contact phone

rosner@teamrosner.com

Email address

#3995

Bar number

DE

State

VERIFICATION OF CHAPTER 15 PETITION

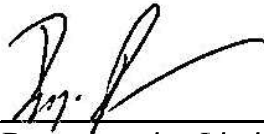
Pursuant to 28 U.S.C. §1746, Bryan A. Tannenbaum declares as follows:

I am the Managing Director of TDB Restructuring Limited, which was appointed by the Ontario Superior Court of Justice (Commercial List) as the foreign representative of 3Motion Inc. (“3Motion”). I have full authority to verify the foregoing chapter 15 petition for recognition of foreign main proceeding, including each of the attachments and appendices thereto, and I am informed and believe the allegations contained therein are true and accurate to the best of my knowledge, information, and belief. A true and accurate copy of the Initial order entered on October 1, 2025 by the Ontario Superior Court of Justice (Commercial List) is attached as Exhibit A to the *Declaration of Bryan A. Tannenbaum, as Managing Director of TDB, in Support of (I) Verified Chapter 15 Petition and (II) Foreign Representative’s Motion for Orders Granting Provisional and Final Relief in Aid of Foreign Proceeding, and (III) Certain Related Relief*, filed contemporaneously herewith.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 23 day of October, 2025.

per:



TDB Representative Limited
Foreign Representative of 3MotionAI Inc.
By: Bryan A. Tanenbaum
Title: Managing Director

**CORPORATE OWNERSHIP STATEMENT PURSUANT TO
FEDERAL RULES OF BANKRUPTCY PROCEDURE 1007 AND 7007.1**

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, TDB Restructuring Limited respectfully represents that the following is a corporation, other than governmental units, that directly or indirectly own 10% or more of any class of 3MotionAI Inc.'s equity:

1. None

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----X
In re: Chapter 15
3MotionAI Inc., Case No. 25-____ (____)
Debtor in a foreign proceeding.
-----X

**FOREIGN REPRESENTATIVE’S STATEMENT
PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 1007(a)(4)**

TDB Restructuring Limited (“TDB Restructuring”), in its capacity as the authorized foreign representative (the “Foreign Representative”) of the above-captioned debtor (the “Debtor”), which is the subject of a proceeding under the BIA (the “BIA Proceeding”), Court File No. BK-25-03267656-0032, pending in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”), hereby submits this statement (this “Statement”) pursuant to Rule 1007(a)(4) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and states as follows:

A. Corporate Ownership Statement.

1. The following corporate ownership statement is made pursuant to Rules 1007(a)(4)(A) and 7007.1 of the Federal Rules of Bankruptcy Procedure: no corporation, directly or indirectly, owns 10% or more of any class of equity interest in the Debtor.

B. List of Administrators of Foreign Proceedings.

2. The following is a list containing the names and addresses of all persons or bodies “authorized to administer foreign proceedings” of the Debtor:

TDB Restructuring Limited
Attn: Byran A. Tannenbaum, Managing Director
11 King Street West, Suite 700
Toronto, Ontario M5H 4C 7
Canada

C. Litigation Parties in the United States

3. The following is a list containing the names and addresses of all parties to litigation pending in the United States in which the Debtor is a party at the time of the filing of the petition:

VelocityEHS Holdings, Inc.
c/o Fasken Martineau Dumoulin LLP
Attn: Mitch Stephenson, Esq.
2400 – 333 Bay Street
Toronto, Ontario M5H 2T6
Canada

D. Parties Against Whom Provisional Relief is Sought Under Section 1519

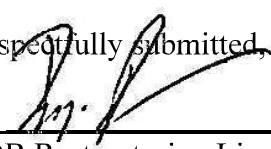
4. The Foreign Representative is seeking provisional relief pursuant to section 1519 against including, but not limited to, the parties set forth on the attached Exhibit A.

5. The Foreign Representative reserves the right to seek additional provisional and/or interim relief pursuant to, without limitation, sections 105 and 1519 of the Bankruptcy Code (as well as any applicable Bankruptcy Rules) at a later date if the Foreign Representative deems such relief necessary and appropriate under the circumstances.

I declare under penalty of perjury under the laws of the United States of America that, based upon my knowledge, information and belief, the foregoing is true and correct.

Dated: October 22, 2025

Respectfully submitted,

per: 

TDB Restructuring Limited solely in its capacity as
Proposal Trustee and Foreign Representative and
not in its personal or corporate capacity
By: Bryan A. Tannenbaum
Title: Managing Director

EXHIBIT A

VelocityEHS Holdings, Inc.
c/o Fasken Martineau Dumoulin LLP
Attn: Mitch Stephenson, Esq.
333 Bay Street, Suite 2400
Toronto, ON M5H 2T6
CANADA
mstephenson@fasken.com

VelocityEHS Holdings, Inc.
c/o Weil, Gotshal & Manges LLP
Attn: Joshua S. Amsel, Esq., Matthew S.
Connors, Esq., Naveed Hada, Esq., and Eric B.
Grayson, Esq.
767 Fifth Avenue
New York, NY 10053
joshua.amsel@weil.com
matthew.connors@weil.com
naveed.hada@weil.com
eric.grayson@weil.com

VelocityEHS Holdings, Inc.
c/o Ross Aronstam & Moritz LLP
Attn: Bradley R. Aronstam, Esq. and
Kevin A. Rudolph, Esq.
Hercules Building
1313 North Market Street, Suite 1001
Wilmington, DE 19801
garonstam@ramllp.com
krudolph@ramllp.com

Accentiko Inc.
c/o Blaney McMurtry LLP
Attn: John C. Wolf and Brendan Jones
2 Queen Street East, Suite 1500
Toronto, ON M5C 3G5
CANADA
jwolf@blaney.com
bjones@blaney.com

Accentiko Inc.
8 The Greet, STEB
Dover, DE 19901

West Tech Fitness Group Inc.
c/o Chiumminto Law P.C.
Attn: Joseph Chiumminto, Esq.
3300 Highway 7, Suite 600
Concord, ON L4K 4M3
CANADA
joseph@chiumminto.com

Canada Revenue Agency
Attn: Pat Confalone
1 Front Street West
Toronto, ON M5J 2X6
CANADA
pat.confalone@cra-arc.gc.ca

Attorney General of Canada
Department of Justice
Ontario Regional Office, Tax Law Section
120 Adelaide Street West, Suite 400
Toronto, ON M5H 1T1
CANADA
AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca

Ministry of Finance (Ontario)
Insolvency Unit
777 Bay Street, Suite 11
Toronto, ON M5G 2C8
CANADA
insolvency.unit@ontario.ca

Office of the Superintendent of
Bankruptcy of Canada
Innovation, Science, and Economic
Development Canada
151 Yonge Street, Suite 400
Toronto, ON M5C 2W7
CANADA
osbservice-bsfservice@ised-isde.gc.ca

Victor Insurance Managers Inc.
Attn: David Cook
1440 Blair Towers Place, Suite 500
Ottawa, ON K1J 9B8
CANADA
info.ca@victorinsurance.com
newclaims.ca@victorinsurance.com

Alexander Kaziuka
201-111 Lawton Boulevard
Toronto, ON M4V 1Z9
CANADA

AI Innovation
Verdant Shreeji Enclave Nr.
Science City
Sola Ahmedabad 380060
INDIA

Aakash Infosoft Pvt. Ltd.
A1306 Sankalp Iconic Tower
Opp ISRO Colony Road
Iskcon Ambi Road
Ahmedabad 380054
INDIA

Datadog Inc.
Dept CH 17763
Palatine, IL 60055-7763

Benchmark Digital Partners
Attn: R Mukund, Founder & CEO
5181 Natorp Boulevard, Suite 610
Mason, OH 45050
rmukund@gensuitellc.com

Chris Paliare
155 Wellington Street West, 35th Floor
Toronto, ON M5V 3H1
CANADA
Chris.paliare@paliareroland.com

Fuller Landau LLP
151 Bloor Street West, 12th Floor
Toronto, ON M5S 1S4
CANADA

Dimensional Strategies Inc.
34 Minowan Mikan Lane
Toronto, ON M6J 0G3
CANADA

Ergo Health & Safety Solutions, Inc..
221 East Lake Street, Suite 101
Addison, IL 60101

Glenoban Ventures Corp.
52 Hedgewood Drive
Markham, ON L3R 6K3
CANADA

Gary Clementi
pstoyan@grllp.com

Gavin Tighe
2 Adelaide Street West, Suite 3600
Toronto, ON M5H 4E3
Canada
gtighe@grllp.com

Nandaka Investments LLC
c/o R Mukund, Benchmark
5181 Natorp Boulevard, Suite 610
Mason, OH 45050
r.mukund@benchmarkgensuite.com

Hype Coast Digital Inc.
511 Lacolle Way, #8166
Ottawa, ON K4A 5B6
CANADA

Jim Nikopoulos
MJ Capital
185 Berry Street, Suite 550
San Francisco, CA 94107
jim@mjcapi.com

Richard Walsh
113 Kennemer Court
Johns Creek, GA 30097

Paul Stoyan
c/o Gardiner Roberts
3600 – 22 Adelaide Street West
Toronto, ON M5H 4E3
CANADA
pstoyan@grllp.com

Pilot PMR
107-250 The Esplanade
Toronto, ON M5A 1J2
CANADA

Steve Sadler
Enghouse Systems Limited
80 Tiverton Court, Suite 800
Markham, ON L3R 0G4
CANADA
Steve.Sadler@enghouse.com

Roxman Investments Inc.
19 - 511 Maple Drove Road, Suite 61029
Oakville, ON L6J 7P5
CANADA

Shapiro Family Trust
sdshapiro28@gmail.com

Taligent CPA Professional Corporation
150 Jardin Drive, Unit 9
Concord, ON L4K 3P9

Upperhand Inc.
55 Caledon Mountain Drive
Belfountain, ON L7K 0G1
CANADA
jturner@upperhandlabs.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

-----X
In re: Chapter 15
3MotionAI Inc., Case No. 25-____ (____)
Debtor in a foreign proceeding.
-----X

**FOREIGN REPRESENTATIVE’S STATEMENT
REGARDING KNOWN FOREIGN PROCEEDING**

I, Bryan A. Tannenbaum, pursuant to 28 U.S.C. §1746, hereby declare under penalty of perjury under the laws of the United States as follows:

1. I am a Managing Director of TDB Restructuring Limited (“TDB Restructuring”), a Licensed Insolvency Trustee who has been named the Proposal Trustee under a Notice of Intention to Make a Proposal (the “NOI”) filed by the above-captioned debtor (“3Motion” or the “Debtor”), under section 50.4 (1) of Canada’s Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended (the “BIA”). A copy of the NOI is attached hereto as Exhibit A.

2. 3Motion’s filing of the NOI, confirmed by a Certificate of Filing issued by the Office of the Superintendent of Bankruptcy Canada, commenced a proceeding under the BIA (the “BIA Proceeding”), Court File No. BK-25-03267656-0032, pending in the Ontario Superior Court of Justice (Commercial List) (the “Canadian Court”). A copy of the Certificate of Filing is attached hereto as Exhibit B.

3. By Order issued in the BIA Proceeding, dated October 1, 2025, the Canadian Court, among other things, appointed TDB Restructuring, the Proposal Trustee, “as foreign representative of this proceeding further to section 279 of the BIA for purposes of making an application for recognition of this proceeding under Chapter 15 of the US Bankruptcy Code and to seek such other interim and other relief as may be available to 3Motion under the laws of the United States of

America (“USA”) and the States composing same, including without limitation under the laws of the State of Delaware (the USA and the States composing same are variously herein as the “US”, and the “United States”), and further thereto, an Order requesting the aid of assistance of the courts of the US, including the US bankruptcy courts and the courts of the State of Delaware, in enforcing the stay of proceedings which arose as a result of this proceeding and otherwise giving effect to this order and other orders made in this proceeding.” A certified copy of the Order is attached hereto as Exhibit C.

4. I respectfully submit this statement, as required under sections 1515 (b) and (c) of title 11 of the United States Code (the “Bankruptcy Code”), in support of the verified chapter 15 petition filed by TDB Restructuring, the Foreign Representative, seeking recognition by the Court of the BIA Proceeding as a foreign main proceeding.

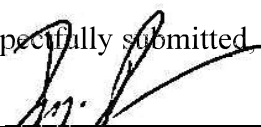
5. The Foreign Representative hereby submits the NOI, the Certificate of Filing and the Order pursuant to the requirements of section 1515(b) of the Bankruptcy Code.

6. Pursuant to the requirements of section 1515(c) of the Bankruptcy Code, to my knowledge, the BIA Proceeding is the only insolvency proceeding of any kind pending with respect to 3Motion and, thus, is the only known “foreign proceeding” with respect to 3Motion, as that term is defined in section 101(23) of the Bankruptcy Code. As noted, 3Motion is subject to the BIA Proceeding and the relevant Court file number is 32-3267656.

7. I declare under penalty of perjury under the laws of the United States of America that, based upon my knowledge, information and belief, the foregoing is true and correct.

Dated: October 23, 2025

Respectfully submitted

per: 

TDB Restructuring Limited solely in its capacity as
Proposal Trustee and Foreign Representative and not
in its personal or corporate capacity

By: Bryan A. Tannenbaum
Title: Managing Director

FOREIGN REPRESENTATIVE STATEMENT

EXHIBIT A

Notice of Intention to Make a Proposal

District of:
Division No. -
Court No.
Estate No.

- FORM 33 -
Notice of Intention To Make a Proposal
(Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
3MotionAI Inc.
of the Town of Oakville
in the Province of Ontario

Take notice that:

1. I, 3MotionAI Inc., an insolvent person, state, pursuant to subsection 50.4(1) of the Act, that I intend to make a proposal to my creditors.
2. TDB Restructuring Limited of 11 King Street W., Suite 700, Box 27, Toronto, ON, M5H 4C7, a licensed trustee, has consented to act as trustee under the proposal. A copy of the consent is attached.
3. A list of the names of the known creditors with claims of \$250 or more and the amounts of their claims is also attached.
4. Pursuant to section 69 of the Act, all proceedings against me are stayed as of the date of filing of this notice with the official receiver in my locality.

Dated at the City of Toronto in the Province of Ontario, this 2nd day of September 2025.



3MotionAI Inc.
Insolvent Person

To be completed by Official Receiver:

Filing Date

Official Receiver

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
 3MotionAI Inc.
 of the Town of Oakville
 in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
A1 Innovation	Verdant Shreeji Enclave Nr. Science City Sola Ahmedabad 380060 India		26,112.67
Aakash Infosoft Pvt. Ltd.	A1306 Sankalp Iconic Tower Opp ISRO Colony Road Iskcon Ambli Road Ahmedabad 380054 India		106,995.88
Accentiko Inc.	8 The Greet, STEB Dover DE 19901 USA		381,377.61
Alexander Kaziuka	201-111 Lawton Blvd Toronto ON M4V 1Z9		13,560.00
Baker & Hostetler	45 Rockefeller Plaza New York NY 10111-0100 USA		226,766.26
Benchmark Digital Partners			7,131.67
Chris Paliare			100,000.00
Datadog, Inc.	DEPT CH 17763 Palatine IL 60055-7763 USA		5,017.01
Dimensional Strategies Inc	34 Minowan Mikan Lane Toronto ON M6J0G3		33,900.00
Ergo Health & Safety Solutions, Inc.	221 E. Lake St. Suite 101 Addison IL 60101 USA		15,345.00
Fuller Landau LLP	151 Bloor St. W., 12th Floor Toronto ON M5S 1S4		11,300.00
Gardiner Roberts LLP	Bay Adelaide Centre - East Tower, 22 Adelaide St W, Ste. 3600 Toronto ON M5H4E3		141,356.18
Gary Clementi			100,000.00
Gavin Tighe			250,000.00
Glenoban Ventures Corp	52 HEDGEWOOD DRIVE MARKHAM ON L3R 6K3		11,865.00

District of:
 Division No. -
 Court No.
 Estate No.

- FORM 33 -
 Notice of Intention To Make a Proposal
 (Subsection 50.4(1) of the Act)

In the Matter of the Proposal of
 3MotionAI Inc.
 of the Town of Oakville
 in the Province of Ontario

List of Creditors with claims of \$250 or more.			
Creditor	Address	Account#	Claim Amount
Hype Coast Digital Inc.	511 Lacolle Way #8166 Ottawa ON K4A 5B6		1,243.00
Jim Nikopoulos			100,000.00
Nandaka Investmens LLC			1,725,000.00
Paul Stoyan			250,000.00
Pilot PMR	07-250 The Esplanade, ON M5A 1J2 Toronto ON		47,460.00
Richard Walsh	113 Kennemer Ct Johns Creek, GA 30097 USA		17,150.06
Roxman Investments Inc	19 - 511 Maple Grove Rd., Suite 61029 Oakville ON L6J 7P5		250,000.00
Shapiro Family Trust			25,000.00
Steve Sadler			500,000.00
Taligent CPA Professional Corporation	150 Jardin Drive, Unit 9, Concord ON L4K 3P9		7,037.06
Upperhand Inc.	55 Caledon Mountain Dr, Belfountain ON L7K 0G1		42,375.00
Total			4,395,992.40



3MotionAI Inc.
 Insolvent Person

FOREIGN REPRESENTATIVE STATEMENT

EXHIBIT B

Certificate of Filing of Notice of Intent



Industry Canada
Office of the Superintendent
of Bankruptcy Canada

Industrie Canada
Bureau du surintendant
des faillites Canada

District of: Ontario
Division No.: 09 - Mississauga
Court No.: 32-3267656
Estate No.: 32-3267656

In the Matter of the Notice of Intention to make a proposal of:

3MotionAI Inc.

Insolvent Person

TDB Restructuring Limited
Licensed Insolvency Trustee

Date of the Notice of Intention:

September 03, 2025

CERTIFICATE OF FILING OF A NOTICE OF INTENTION TO MAKE A PROPOSAL
Subsection 50.4 (1)

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify that the aforementioned insolvent person filed a Notice of Intention to Make a Proposal under subsection 50.4 (1) of the Bankruptcy and Insolvency Act;

Pursuant to subsection 69. (1) of the Act, all proceedings against the aforementioned insolvent person are stayed as of the date of filing of the Notice of Intention.

Date: September 03, 2025, 12:49

E-File/Dépôt Electronique

Official Receiver

Canada

Federal Building - Hamilton, 55 Bay Street N, 9th Floor, Hamilton, Ontario, Canada, L8R3P7, (877)376-9902

FOREIGN REPRESENTATIVE STATEMENT

EXHIBIT C

Certified Copy of BIA Order

Court File No. BK-25-03267656-0032

Estate No. 32-3267656

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

WEDNESDAY, THE 1st

)

JUSTICE CAVANAGH

)

DAY OF OCTOBER, 2025

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



IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A
PROPOSAL OF 3MOTIONAI INC. FILED IN THE CITY OF
MISSISSAUGA, IN THE PROVINCE OF ONTARIO

THIS DOCUMENT IS A
TRUE COPY OF THE DOCUMENT
ON FILE IN THIS OFFICE

LA PRÉSENT ATTESTE QUE CE
DOCUMENT, DONT CHACUNE
DES PAGES EST REVÊTUE DU
SCÉAU DE LA COUR SUPÉRIEURE
DE JUSTICE À TORONTO, EST UNE
COPIE CONFORME DU DOCUMENT
CONSERVÉ DANS CE BUREAU

DATED AT TORONTO THIS
FAT A TORONTO LE

9 DAY OF October 2025
JOUR DE

ORDER

(INITIAL PROPOSAL ORDER and SISP ORDER)

REGISTRAR

Nezha Ouel
GREFFIER

THIS MOTION, made by 3MotionAI Inc. (“3Motion”) pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985 c. B-3 (the “BIA”), for an order, among other things: (a) extending the time for 3Motion to file a proposal under section 50.4(9) of the BIA until November 14, 2025; (b) approving the First Report of the Proposal Trustee (each as defined herein); (c) enhancing certain powers of the Proposal Trustee; (d) approving the DIP Term Sheet and authorizing 3Motion to access the DIP Facility (each as defined herein); (e) establishing the Charges (as defined herein), (f) for an order, among other things, approving a sale and investment solicitation process (the “SISP”) in respect of 3Motion; (g) approving the termination of Reed Hanoun and his reengagement as a consultant; and (h) appointing the Proposal Trustee as foreign representative of this proceeding for purposes of a petition and related proceedings to be filed under Chapter 15 of the US Bankruptcy Code; and (i) requesting foreign judicial assistance with the recognition and enforcement of this proceeding, the stay it creates and order made in this proceeding; was heard this day by videoconference.

ON READING the affidavit of Reed Hanoun affirmed on September 29, 2025 (the “**Hanoun Affidavit**”), the First Report (the “**First Report**”) of TDB Restructuring Limited in its capacity as proposal trustee of 3Motion (the “**Proposal Trustee**”) dated September 29, 2025, and on being advised that 3Motion filed a Notice of Intention to Make a Proposal (“**NOI Proceeding**”) pursuant to section 50.4(1) of the BIA on September 3, 2025 (the “**NOI Filing Date**”), and on hearing the submissions of

the respective counsel for 3Motion, the Proposal Trustee, the DIP Lender (as defined herein) and such other counsel and parties as are listed on the Participant Information Form, no one else appearing although duly served as appears from the Lawyer's Certificate of Service of Christopher Besant dated September 29, 2025 regarding service of the Motion Record, and the Lawyer's Certificate of Service of Saisha Mahil dated September 30, 2025 regarding service of the Factum, filed;

SERVICE AND INTERPRETATION

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion, Motion Record and First Report are hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used but not defined in this Order shall have the meanings given to them in the First Report and the Hanoun Affidavit, as applicable.
3. **THIS COURT ORDERS** that all references to currency herein shall be in Canadian dollars.
4. **THIS COURT ORDERS** that the Proposal Trustee is authorized and directed to administer the NOI Proceeding in carrying out its duties and responsibilities as proposal trustee under the BIA and in accordance with this Order, including, without limitation:
 - (a) sending notices to creditors of 3Motion;
 - (b) calling and conducting any meetings of creditors of 3Motion;
 - (c) issuing reports in respect of the estate of 3Motion;
 - (d) preparing, filing, advertising and distributing any and all filings or notices relating to the administration of the estate of 3Motion;
 - (e) taxing its fees and those of its counsel; and,
 - (f) seeking any relief before this Court.

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DATED AT TORONTO THIS 9 DAY OF October 20 25
 FAIT À TORONTO LE 9 JOURS DE Octobre 20 25

REGISTRAR *[Signature]* GREFFIER

EXTENSION OF TIME TO FILE A PROPOSAL

5. **THIS COURT ORDERS** that pursuant to section 50.4(9) of the BIA, the time for 3Motion to file a proposal is hereby extended up to and including November 14, 2025.

APPROVAL OF FIRST REPORT

6. **THIS COURT ORDERS** that the First Report, as well as the actions, conduct and activities of the Proposal Trustee as described therein, be and are hereby approved; provided, however, that only the Proposal Trustee, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

POSSESSION OF PROPERTY

7. **THIS COURT ORDERS** that 3Motion shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, 3Motion shall continue to carry on business in a manner consistent with the preservation of their respective businesses (collectively, the “**Business**”) and Property.

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, 3Motion are and shall be entitled but not required to pay all reasonable expenses incurred in carrying on the Business in the ordinary course after the NOI Filing Date, subject to the terms of the DIP Term Sheet. Without limiting the foregoing, subject to the terms of the DIP Term Sheet, 3Motion shall be entitled, but not required, to pay the following expenses, whether incurred prior to or after the date of this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay, and expenses payable on or after the date of this Order, incurred in the ordinary course of the Business and consistent with existing compensation policies and arrangements;
- (b) the fees and disbursements of any Assistants (as defined herein) retained or employed by 3Motion, at their standard rate and charges; and
- (c) with the consent of the Proposal Trustee and the DIP Lender, amounts owing for goods or services supplied to 3Motion prior to the NOI Filing Date up to the maximum aggregate amount of \$100,000, if, in the opinion of 3Motion and the Proposal Trustee, those goods and services are critical to the Business or were part of the process of preparing for the filing of the Proposal.

PROPOSAL TRUSTEE

9. **THIS COURT ORDERS** that the Proposal Trustee continues to be and is hereby authorized to take all steps required to fulfill its duties under the BIA or as an officer of this Court, including to perform such duties as are required to give effect to the terms of this Order and such other orders as may be made by this Court from time to time.

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DATED AT TORONTO THIS 9 DAY OF October 20 25
FAT A TORONTO LE JOUR DE

REGISTRAR *Hayden* GNEPPIER

10. **THIS COURT ORDERS** that, without limiting the duties and powers of the Proposal Trustee under the BIA, the Proposal Trustee is authorized, but not obliged, to do any of the following in the name of and on behalf of 3Motion, where the Proposal Trustee considers it necessary or desirable, provided that such exercise of power is consistent with the terms of the DIP Term Sheet:

(a) to exercise any rights and powers that may be exercised by one or more directors or officers of 3Motion in their capacity as director or officer, including, without limitation, to:

- (i) perform any functions or duties, and enter into such agreements or incur such obligations as the Proposal Trustee considers necessary or desirable in order to facilitate or assist the Proposal Trustee in fulfilling its obligations under this or any other orders of this Court or pursuant to the BIA, including but not limited to the solicitation, negotiation and completion of one or more sales of or investments in 3Motion, the Property or the Business, the taking of other steps to realize upon any of the Property, and the distribution of the net proceeds of any of the foregoing;
- (ii) engage, retain or terminate the services of any officers, employees, consultants, agents, representatives, advisors, or other persons or entities (collectively, “**Assistants**”), from time to time as the Proposal Trustee deems necessary or appropriate to assist with the exercise of the duties of the Proposal Trustee herein and as set forth under the BIA, with liberty to retain such further Assistants as the Proposal Trustee deems reasonably necessary or desirable in the ordinary course of Business or for the carrying out of the terms of this Order or any other Order of this Court;
- (iii) initiate, prosecute and/or continue the prosecution of any and all proceedings and defend all proceedings now pending or hereafter instituted with respect to 3Motion or the Property, and, subject to further Order of this Court, to settle or compromise any such proceedings;
- (iv) engage, deal, communicate, negotiate and, with further Order of this Court, settle with any creditor or other stakeholder of 3Motion, including any governmental authority;
- (v) deal with any taxing or regulatory authority, including to execute any appointment or authorization form on behalf of 3Motion that any taxing or regulatory authority may require;
- (vi) claim any and all insurance refunds or tax refunds to which 3Motion are entitled, on behalf of 3Motion; and,
- (vii) file or take such actions necessary for the preparation and filing of, on behalf of and in the name of 3Motion (i) any tax returns and (ii) the 3Motion’s employee-related remittances, T4 statements and records of employment for 3Motion’s former employees;

(b) monitor 3Motion’s receipts and disbursements;

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DATED AT TORONTO THIS 9 DAY OF October 20 25
FAIT À TORONTO LE 9 JOUR DE Octobre 20 25

REGISTRAR *Wayne* GREFFIER

- (c) review all disbursements of 3Motion in the amount of \$25,000 or greater and, if the Proposal Trustee deems the disbursement necessary or appropriate to maintain or facilitate the Business, to approve such disbursement;
- (d) report to this Court at such times and intervals as the Proposal Trustee may deem appropriate with respect to the Property, the Business and other such matters as may be relevant to this NOI Proceeding;
- (e) assist 3Motion, to the extent required, in their dissemination to the DIP Lender and its counsel on a bi-weekly basis of financial and other information as set out in the DIP Term Sheet and as may otherwise be agreed upon by 3Motion and the DIP Lender;
- (f) advise 3Motion in the preparation of 3Motion's cash flow statements and other financial reporting reasonably required by the DIP Lender, which information shall be reviewed with the Proposal Trustee and delivered to the DIP Lender and its legal counsel on a periodic basis but not less than bi-weekly or as otherwise agreed to by the DIP Lender;
- (g) have full and complete access to the Property, including but not limited to the premises, books, records, data, including data in electronic form, and other financial records of 3Motion, to the extent necessary to perform its duties and obligations set out herein and under the BIA;
- (h) engage independent legal counsel or such other persons as the Proposal Trustee deems necessary or advisable;
- (i) perform such other duties as are required by this Order or any other Order of this Court; and,
- (j) take any steps reasonably incidental to the exercise of the powers hereby granted or the performance of any statutory obligations, and, in each case, where the Proposal Trustee takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of the directors and officers of 3Motion, and without interference.

11. THIS COURT ORDERS that the Proposal Trustee shall not take possession of the Property or the Business and shall not, in fulfilling its obligations hereunder or pursuant to the BIA, be deemed to have taken possession or control of the Property or the Business, or any part thereof.

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CONSERVE DANS CE BUREAU
DATED AT TORONTO THIS 9 DAY OF October 20 25
FAIT A TORONTO LE 9 JOUR DE
REGISTRAR
GREFFIER

12. **THIS COURT ORDERS** that the Proposal Trustee shall incur no liability or obligation as a result of its appointment or the carrying out of its duties under the BIA or the provisions of this Order or any other Orders which may be made by this Court, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded to the Proposal Trustee by the BIA or any other applicable legislation.

DIP FINANCING

13. **THIS COURT ORDERS** that 3Motion is hereby authorized and empowered to obtain and borrow under a credit facility (the “**DIP Facility**”) from West Tech Fitness Group Inc. (in such capacity, the “**DIP Lender**”) in order to finance 3Motion’s working capital requirements and other general corporate purposes and capital expenditures, provided that the aggregate borrowings under the DIP Facility shall not exceed the principal amount of \$750,000, unless permitted by further Order of the Court.

14. **THIS COURT ORDERS** that the DIP Facility shall be on the terms and subject to the conditions set forth in the DIP Facility Term Sheet between 3Motion’s and the DIP Lender dated as of DATE in the form attached to the Hanoun Affidavit with such minor modification and amendments that may be agreed to by the parties thereto and consented to by the Proposal Trustee (the “**DIP Term Sheet**”).

15. **THIS COURT ORDERS** that 3Motion is hereby authorized and empowered to execute and deliver such ancillary credit agreements, mortgages, charges, hypothecs and security documents, guarantees, and other definitive documents (collectively, including the DIP Term Sheet, the “**DIP Credit Documents**”) as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and 3Motion are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Credit Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

16. **THIS COURT ORDERS** that as security for the payment and performance by 3Motion their obligations under the DIP Term Sheet and any DIP Credit Documents, the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$750,000 plus interest, fees and expenses, unless permitted by further Order of the Court, and which shall not secure an obligation that exists before the NOI Filing Date. The DIP Charge shall have the priority set out in paragraph 25 hereof.

17. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order,

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DATED AT TORONTO THIS 9 DAY OF October 2025
FAIT À TORONTO LE 9 JOUR DE OCTOBRE 2025

REGISTRAR *Myra O'Neill* GREFFIER

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Charge or any of the DIP Credit Documents;
- (b) upon the occurrence of an Event of Default (as defined in the DIP Term Sheet) under the DIP Credit Documents, the DIP Lender, subject to the notice requirements under the DIP Credit Documents and any restrictions contained therein, may cease making advances to 3Motion and set off and/or consolidate any amounts owing by the DIP Lender to 3Motion against the obligations of 3Motion to the DIP Lender under the DIP Credit Documents or the DIP Lender Charge, make demand, accelerate payment and give other notices, or, upon two (2) business days' notice to 3Motion and the Proposal Trustee, exercise any and all other rights and remedies against 3Motion or the Property under or pursuant to the DIP Credit Documents and the DIP Charge, including, without limitation, to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against 3Motion and for the appointment of a trustee in bankruptcy of any of 3Motion; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of 3Motion or the Property.

18. THIS COURT ORDERS that this Order is subject to provisional execution and that if any of the provisions of this Order in connection with the DIP Term Sheet, the DIP Credit Documents, or the DIP Charge shall subsequently be stayed, modified, varied, amended, reversed or vacated in whole or in part (collectively, a "**Variation**"), such Variation shall not in any way impair, limit or lessen the priority, protections, rights or remedies of the DIP Lender, whether under this Order (as made prior to the Variation), the DIP Term Sheet, the DIP Credit Documents or the DIP Charge with respect to any advances made or obligations incurred prior to the DIP Lender receiving notice of the Variation, and the DIP Lender shall be entitled to rely on this Order as issued (including, without limitation, the DIP Charge) for all advances so made and other obligations set out in the DIP Term Sheet or the DIP Credit Documents.

19. THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any proposal filed by 3Motion under the BIA, with respect to any advances made under the DIP Credit Documents.

ADMINISTRATION CHARGE

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE DATED AT TORONTO THIS <u>9</u> DAY OF <u>October</u> 20 <u>25</u> FAIT A TORONTO LE <u>9</u> JOUR DE <u>October</u> 20 <u>25</u> REGISTRAR <u>[Signature]</u> GREFFIER	LA PRÉSENT ATTESTE QUE CE DOCUMENT, DON'T CHACUNE DES PAGES EST REVÊTUE DU Sceau de la Cour Supérieure de Justice à Toronto, est une copie conforme du document conservé dans ce bureau DATE À TORONTO LE <u>9</u> JOUR DE <u>October</u> 20 <u>25</u> <u>[Signature]</u>
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20. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee, and counsel to 3Motion shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on or subsequent to the NOI Filing Date, by 3Motion as part of the costs of these proceedings. 3Motion are hereby authorized and directed to pay the accounts of the Proposal Trustee, counsel to the Proposal Trustee and counsel to 3Motion a weekly basis, or as they may otherwise agree.

21. **THIS COURT ORDERS** that the Proposal Trustee, counsel to the Proposal Trustee and counsel to 3Motion shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which Administration Charge shall not exceed an aggregate amount of \$500,000, as security for payment of their respective professional fees and disbursements incurred at their standard rates and charges, both before and after the making of this Order, in respect of this proceeding. The Administration Charge shall have the priority set out in paragraph 25 hereof.

DIRECTORS AND OFFICERS INDEMNIFICATIONS AND CHARGE

22. **THIS COURT ORDERS** that 3Motion shall and does hereby indemnify its directors and officers against obligations and liabilities that they may incur as a director or officer of 3Motion after the NOI Filing Date, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director’s or officer’s gross negligence or wilful misconduct.

23. **THIS COURT ORDERS** that the directors and officers of 3Motion shall be entitled to the benefit of and are hereby granted a charge (the “**D&O Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$150,000, as security for the indemnity provided in paragraph 22 of this Order. The D&O Charge shall have the priority set out in paragraph 25 herein.

24. **THIS COURT ORDERS** that notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the D&O Charge, and (b) the directors and officers of 3Motion shall only be entitled to the benefit of the D&O Charge to the extent that they do not have coverage under any directors and officers insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 22 of this Order.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

25. **THIS COURT ORDERS** that the priorities of the Administration Charge, the DIP Charge, and the D&O Charge (collectively, the “**Charges**”), as among them, with respect to the Property shall be as follows:

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DATED AT TORONTO THIS 23 DAY OF October 2025
Fait à Toronto le 23 jour de Octobre 2025

REGISTRAR *[Signature]* GREFFIER

First – the DIP Charge (to the maximum amount of \$750,000 plus interest, fees and expenses);

Second – the Administration Charge (to the maximum amount of \$500,000); and,

Third – the D&O Charge (to the maximum amount of \$150,000).

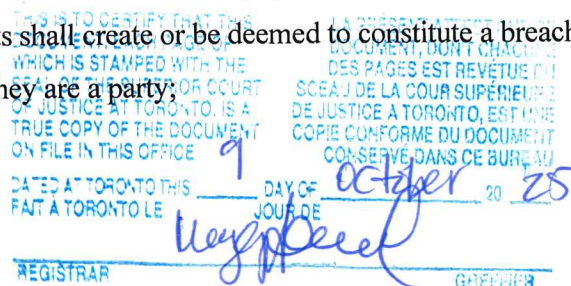
26. **THIS COURT ORDERS** that the filing, registration or perfection of the Charges shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

27. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts (including any statutory, deemed or constructive trust), liens, charges and encumbrances, claims of secured creditors, statutory or otherwise and any other claims (collectively, “**Encumbrances**”) in favour of any Person.

28. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, 3Motion shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless 3Motion also obtains the prior written consent of the Proposal Trustee and the beneficiaries of the Charges (collectively, the “**Chargees**”), or further Order of this Court.

29. **THIS COURT ORDERS** that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the BIA or otherwise, or any bankruptcy order or receivership order subsequently made; (c) the filing of any, or the deemed occurrence of any, assignments for the general benefit of creditors made pursuant to the BIA; (d) the filing of any applications under the *Companies’ Creditors Arrangement Act* (Canada); (e) the provisions of any federal or provincial statutes; or (f) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease or other agreement (collectively, an “**Agreement**”) which binds 3Motion, and notwithstanding any provision to the contrary in any Agreement:

- (a) neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the DIP Credit Documents shall create or be deemed to constitute a breach by 3Motion of any Agreement to which they are a party;



- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from 3Motion entering into the DIP Term Sheet, the creation of the Charges, or the execution, delivery or performance of the DIP Credit Documents; and
- (c) the payments made by 3Motion pursuant to this Order, the DIP Credit Documents and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

SERVICE OF DOCUMENTS

30. **THIS COURT ORDERS** that the Guide Concerning Commercial List E-Service (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at [https://www.ontariocourts.ca/scj/practice/regional-practice directions/eservice-commercial/](https://www.ontariocourts.ca/scj/practice/regional-practice%20directions/eservice-commercial/)) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure* (the “**Rules**”), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(d) of the Rules and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL:

31. **THIS COURT ORDERS** that 3Motion, the Proposal Trustee and their respective counsel are at liberty to serve or distribute this Order, and other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding copies thereof by electronic message to 3Motion’s creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or judicial obligation and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

32. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, 3Motion and the Proposal Trustee and their respective counsel and agents are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery, email or facsimile transmission to 3Motion’s creditors or other interested parties at their respective addresses (including email addresses) as last shown on the records of 3Motion and that any such service or distribution shall be deemed to be received on the earlier of (a) the date of transmission

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thereof, if sent by electronic message on or prior to 5:00 p.m. Eastern Time; (b) the next business day following the date of forwarding or transmission thereof, if sent by courier, personal delivery, facsimile transmission or electronic message sent after 5:00 p.m. Eastern; or (c) on the third business day following the date of forwarding thereof, if sent by ordinary mail.

SALE AND INVESTMENT SOLICITATION PROCESS

33. **THIS COURT ORDERS** that the terms of the SISP attached as **Schedule “A”** to this Order (the “SISP Terms”) be and are hereby approved.

34. **THIS COURT ORDERS** that 3Motion and the Proposal Trustee are hereby authorized, empowered and directed to take any and all actions as may be necessary or desirable to implement and carry out the SISP in accordance with the SISP Terms and the terms of this Order.

35. **THIS COURT ORDERS** that 3Motion, the Proposal Trustee, the DIP Lender and their respective affiliates, officers, directors, partners, employees, advisors, counsel and agents (each a “protected party”) shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind, to any person in connection with or as a result of participating and performing their duties under the SISP, except to the extent such losses, claims, damages, or liabilities result from the gross negligence or wilful misconduct of the applicable protected party.

36. **THIS COURT ORDERS** that 3Motion and the Proposal Trustee may apply to this Court for directions with respect to the SISP at any time during the term thereof.

37. **THIS COURT ORDERS** that pursuant to section 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS), 3Motion and the Proposal Trustee are authorized and permitted to send, or cause or permit to be sent, commercial electronic messages to an electronic address of prospective bidders or offerors and to their advisors, but only to the extent required to provide information with respect to the SISP in these proceedings.

38. **THIS COURT ORDERS** that pursuant to paragraph 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, 3Motion, the Proposal Trustee and their respective advisors are hereby authorized and permitted to disclose to prospective bidders or offerors that are party to a non-disclosure agreement (each, a “SISP Participant”), the DIP Lender, and their respective advisors, personal information of identifiable individuals (“Personal Information”) and records pertaining to 3Motion’s past and current employees and information on specific customers, but only to the extent required to negotiate or attempt to complete a transaction pursuant to the SISP. Each SISP Participant to whom any Personal Information is disclosed and the DIP Lender shall maintain and protect the privacy of

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DATED AT TORONTO THIS 9 DAY OF October 2025
FAIT À TORONTO LE 9 JOUR DE OCTOBRE 2025

REGISTRAR *[Signature]* GREFFIER

such Personal Information with security safeguards appropriate to the sensitivity of the Personal Information and as may otherwise be required by applicable federal or provincial legislation. Each SISP Participant to whom any Personal Information is disclosed and the DIP Lender shall limit the use of such Personal Information to its participation in the SISP.

39. THIS COURT ORDERS that nothing contained in this Order approves the sale or the vesting of any Property of 3Motion pursuant to a Successful Bid (as defined in the SISP Terms) and that this Order is without prejudice to any interested person's ability to oppose the approval of a Successful Bid.

KERP

40. THIS COURT ORDERS that the Termination Agreement and the Consulting Agreement as those terms are defined in the Affidavit of Reed Hanoun sworn September 29, 2025 are hereby approved.

FOREIGN REPRESENTATIVE

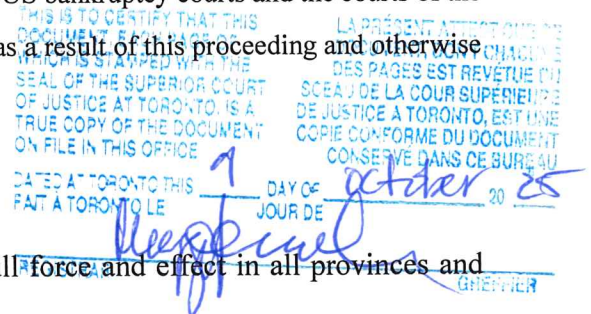
41. THIS COURT ORDERS that the Proposal Trustee is hereby appointed as foreign representative of this proceeding further to section 279 of the BIA for purposes of making an application for recognition of this proceeding under Chapter 15 of the US Bankruptcy Code and to seek such other interim and other relief as may be available to 3Motion under the laws of the United States of America ("USA") and the States composing same, including without limitation under the laws of the State of Delaware (the USA and the States composing same are variously herein as the "US", and the "United States"), and further thereto, an Order requesting the aid of assistance of the courts of the US, including the US bankruptcy courts and the courts of the State of Delaware, in enforcing the stay of proceedings which arose as a result of this proceeding and otherwise giving effect to this order and other orders made in this proceeding.

GENERAL

42. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada.

43. THIS COURT ORDERS that 3Motion, the Proposal Trustee, and the DIP Lender may, from time to time, apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

44. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, agency or regulatory or administrative bodies, having jurisdiction in Canada, the United States of America or any other jurisdiction, to give effect to this Order and to assist 3Motion, the Proposal Trustee and their

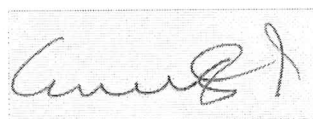
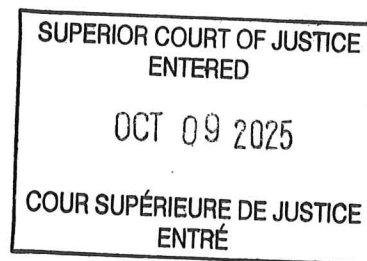


respective agents in carrying out the terms of this Order. All courts, tribunals, agencies and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to 3Motion and to the Proposal Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Proposal Trustee in any foreign proceeding, or to assist 3Motion and the Proposal Trustee and their respective agents in carrying out the terms of this Order.

45. THIS COURT ORDERS that each of 3Motion and the Proposal Trustee be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Proposal Trustee is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

46. THIS COURT ORDERS that any interested party, including 3Motion, the Proposal Trustee and the DIP Lender, may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to 3Motion, the Proposal Trustee and the DIP Lender, or upon such other notice, if any, as this Court may order.

47. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date of this Order without the need for entry or filing.

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Hayden
 REGISTRAR CHIEF CLERK

SCHEDULE "A"

Sale and Investment Solicitation Process for 3MotionAI Inc.

SISP Procedures

Introduction

On September 3, 2025, 3MotionAI Inc. (the "**Company**") filed a Notice of Intention to Make a Proposal ("**NOI Proceedings**") under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 (as amended, the "**BIA**"). TDB Restructuring Limited. was appointed as proposal trustee (in such capacity, variously referred to below as the "**Proposal Trustee**" and the "**Trustee**").

On October 1, 2025 the Ontario Superior Court (Commercial List) (the "**Court**") granted an order (the "**SISP Order**") that, among other things, authorizes the Company, with the assistance of the Proposal Trustee, to conduct a sale and investment solicitation process ("**SISP**") for the sale of the Company's property, assets and undertakings (collectively, the "**Property**"). The SISP shall be conducted by the Proposal Trustee in the manner set forth herein..

All interested parties are encouraged to submit offers pursuant to this SISP.

Overview of the Company

1. The Company is a technology company which develops, markets and licenses software for the 3D analysis of human motion for use in application such as injury rehabilitation and the training of athletes (the "**Business**").
2. The purpose of the SISP is to market and solicit offers for the sale and/or investment in the Business. The following describes the procedures (the "**Bidding Procedures**") by which the Proposal Trustee will solicit offers and by which interested parties may participate and submit offers within the SISP.

Opportunity

3. The SISP is intended to solicit interest in, and opportunities for: (i) one or more sales or partial sales of all, substantially all, or certain portions of the Business; and/or (ii) for an investment in, restructuring, recapitalization, refinancing or other form of reorganization of the Company or its Business; and/or (iii) one or more sales or partial sales of all, substantially all, or certain portions of the Property. Bids considered pursuant to the SISP may include one or more of an investment, restructuring, recapitalization, refinancing or other form of reorganization of the Business and affairs of the Company as a going concern or a sale (or partial sales) of all, substantially all, or certain aspects of the Property (the "**Opportunity**").
4. All interested parties are encouraged to submit bids based on any form of Opportunity that they may elect to advance pursuant to the SISP.

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5. The Bidding Procedures describe the manner in which prospective bidders may gain access to due diligence materials, the manner in which bidders may participate in the SISP, the requirements for, receipt, and negotiation of bids received, the process for the ultimate selection of a Successful Bidder(s) (defined below) and the requisite approvals to be sought from the Court in connection therewith. The Proposal Trustee shall conduct the SISP in the manner set forth herein.
6. The Proposal Trustee may at any time and from time to time, modify, amend, vary or supplement, whether material or immaterial the SISP or the Bidding Procedures, if necessary or useful in order to give effect to the substance of the SISP, the Bidding Procedures and the SISP Order.
7. The Proposal Trustee shall post on the Proposal Trustee's case management website, <https://tdbadvisory.ca/insolvency-case/3motionai-inc/> (the "**Proposal Trustee Website**") as soon as practicable, any such modification, amendment, variation or supplement to the Bidding Procedures and the Company and/or Proposal Trustee shall inform interested parties impacted by such modifications.
8. In the event of a dispute as to the interpretation or application of the SISP or Bidding Procedures, the Court will have exclusive jurisdiction to hear and resolve such dispute.
9. No bidder may request or receive any form of bid protection or break fee as part of any bid made pursuant to the SISP.

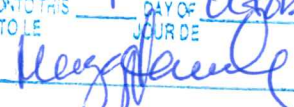
Marketing and Solicitation of Interest – Notice of SISP

10. The Proposal Trustee shall be entitled, but not obligated, to arrange for a notice of the SISP to be published in any newspaper or industry journal as the Proposal Trustee considers appropriate.
11. The Proposal Trustee shall prepare:
 - (a) a list of potential buyers (collectively, "**Interested Parties**" and individually an "**Interested Party**");
 - (b) a short confidential information memorandum or other similar document describing what is for sale ("**CIM**");
 - (c) an initial offering summary ("**Solicitation Letters**");
 - (d) a form of non-disclosure agreement ("**NDA**"); and
 - (e) an electronic data room ("**VDR**").

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12. The Trustee shall have the right but not the obligation to require bidders to use a form of asset purchase agreement it approves.
13. The Proposal Trustee will send the Solicitation Letters and the form of the NDA to all applicable Interested Parties in accordance with the milestones set out below and to any other Interested Party who requests a copy of the Solicitation Letters and NDA, or who is identified as an Interested Party, as soon as reasonably practicable after such request or identification, as applicable.
14. The Proposal Trustee will also post copies of the Solicitation Letters and NDA on the Proposal Trustee Website.
15. The Proposal Trustee will have sole responsibility for managing all communication with Interested Parties prior to and after receipt of Bids. This shall include facilitating the delivery of all communications, contacting prospective bidders and providing them with the Solicitation Letters, coordinating the execution of NDAs, managing the process of answering inquiries from prospective bidders, soliciting and tracking all Bids, facilitating communication between the Company and its advisors, and reviewing and negotiating transaction documentation.
16. All requests for information in respect of the SISP must be made through the Proposal Trustee.

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Timeline

17. The following table sets out the key milestones and deadlines in the SISP, which milestones and deadlines may be extended by up to fourteen (14) days by the Proposal Trustee, or for a longer period by Court order:

Event	Milestone
1. Prepare for Process Launch Includes creation of Solicitation Letters, target list, marketing material, CIM, NDA and VDR.	As soon as practicable after the granting of the SISP Order.
2. Launch SISP Distribute the Solicitation Letters to potential Interested Parties and publish notice of the SISP on the Proposal Trustee Website.	No later than October 7, 2025
3. Bid Deadline Deadline for submissions of binding Bids.	5:00 p.m. on October 21, 2025
5. Selection of Successful Bidder The Proposal Trustee will choose the Successful Bid.	No later than October 24, 2025
6. Approval Order – Successful Bid(s) Deadline for receiving the Approval Order in respect of the Successful Bid.	As soon as practicable after the selection of Successful Bidder, and no later than November 5, 2025, unless the Proposal Trustee Otherwise permits, and subject to Court availability.
7. Closing – Successful Bid(s) Anticipated closing date of the Successful Bid.	As soon as practicable after the Approval Order and, in any event, no later than November 21] 2025 unless the Proposal Trustee otherwise permits ("Outside Date")

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Participation in SISP

18. Any Interested Party who wishes to participate in the SISP must provide to the Proposal Trustee:
 - (a) an executed NDA and a letter setting forth the identity of the Interested Party, the contact information for such Interested Party, and full disclosure of the direct and indirect principals of the Interested Party. The NDA shall include an acknowledgement of the terms of the SISP and the Bidding Procedures; and
 - (b) if the Proposal Trustee considers it necessary, such form of financial disclosure that allows the Proposal Trustee to make a reasonable determination as to the Interested Party's financial and other capabilities to consummate a transaction.
19. If an Interested Party (i) has delivered an executed NDA; and (ii) if necessary, has provided the Proposal Trustee with satisfactory evidence of its capability to consummate a transaction based on its financing, experience, and other relevant considerations, then such Interested Party will be determined by the Proposal Trustee, to be a **"Potential Bidder"**.
20. Each Potential Bidder will be prohibited from communicating with any other Potential Bidder with respect to matters relating to the SISP during the term of the SISP, without the consent of the Proposal Trustee.
21. The Proposal Trustee will also provide each Potential Bidder with a copy of the CIM, Solicitation Letter and access to the VDR. Potential Bidders must rely solely on their own independent review, investigation, and/or inspection of all information on the assets in connection with their participation in the SISP and any transaction resulting therefrom. The Company, the Proposal Trustee, and each of its respective directors, officers, agents, counsel, and advisors make no representation or warranty, express or implied, whatsoever as to the information (including, without limitation, with respect to its accuracy or completeness): (i) contained in the Solicitation Letters or the VDR; (ii) provided through the due diligence process or otherwise made available pursuant to the SISP; or (iii) otherwise made available to a Potential Bidder except to the extent contemplated in any definitive documentation duly executed and delivered by the Successful Bidder(s) (as defined below) and approved by the Court.

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22. At any time during the SISP, the Proposal Trustee may eliminate a Potential Bidder from the SISP, in which case such party will no longer be a Potential Bidder for the purposes of the SISP.
23. The Company and Proposal Trustee shall afford each Potential Bidder such access to applicable due diligence materials and information pertaining to the Business of the Company as the Proposal Trustee deems appropriate in its reasonable business judgment. Due diligence access may include access to the VDR, on-site inspections, and other matters which a Potential Bidder may reasonably request and which the Proposal Trustee deems appropriate. The Proposal Trustee will designate one or more representatives to coordinate all reasonable requests for additional information and due diligence access from each Potential Bidder and the manner in which such requests must be communicated.
24. The Proposal Trustee shall not be obligated to furnish any information relating to the Company's Business and Property to any person other than to Potential Bidders.

Submission of Qualified Bids

25. The Bid Deadline for submission of binding offers by a Potential Bidder (a "**Bid**") is October 21, 2025 (the "**Bid Deadline**"). Bids must be submitted by e-mail with the title "**3MotionAI Inc. – Binding Bid**" prior to the Bid Deadline to Bryan Tannenbaum at btannenbaum@tdbadvisory.ca
26. A Bid submitted by a Potential Bidder will only be considered a "**Qualified Bid**" (and the bidder making such bid, the "**Qualified Bidder**") if it complies at a minimum with the following:
 - (a) it is received by the Bid Deadline;
 - (b) it includes an executed binding transaction document(s), including all exhibits and schedules contemplated thereby, all in a form satisfactory to the Trustee, describing the terms and conditions of the proposed transaction, including any liabilities proposed to be assumed, the purchase price, the structure and financing of the proposed transaction, and any regulatory or other third-party approvals required;
 - (c) It assigns a separate price for each of the six different product software offering of the Company to which the bid pertains, in order to assist in the comparison of bids. The six software product offerings of the Company are summarized in Appendix 1 hereof;
 - (d) it includes full details of the bidder's intended treatment of the Company's stakeholders under or in connection with the proposed bid, including the Company's secured creditors, unsecured creditors, employees, customers, suppliers, contractual counterparties and equity holders;
 - (e) it is accompanied by a cover letter providing the Proposal Trustee with the following information:

- (i) identity of the Potential Bidder and representatives thereof who are authorized to appear and act on behalf of the Potential Bidder for all purposes regarding the contemplated transaction; and the identity of each entity or person that will be sponsoring, participating in or benefiting from the transaction contemplated by the Bid;
 - (ii) written evidence, satisfactory to the Proposal Trustee of the ability to consummate the transaction within the timeframe contemplated by the SISP and to satisfy any obligations or liabilities to be assumed on closing of the

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transaction, including, without limitation, a specific indication of the sources of capital;

- (iii) all material conditions to closing including, without limitation, any internal, regulatory or other approvals and any form of agreement or other document required from a government body, stakeholder or other third party, and an estimate of the anticipated timeframe and any anticipated impediments for obtaining such approvals; and
 - (iv) acknowledgments and representations of the Qualified Bidder that it: (i) has had an opportunity to conduct any and all due diligence regarding the Company and its Property prior to making a Bid; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Business in making its Bid; (iii) did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Company or the completeness of any information provided in connection therewith, other than as expressly set forth in the Bid or other transaction document submitted with the Bid; (iv) promptly will commence any governmental or regulatory review of the proposed transaction by the applicable competition, antitrust or other applicable governmental authorities; and (v) will bear its own costs and expenses (including all legal and advisor fees) in connection with the proposed transaction;
- (f) it is accompanied by a deposit in the amount of not less than 10% of the cash purchase price payable on closing or total new investment contemplated, as the case may be (the "**Deposit**"), along with acknowledgement that if the Qualified Bidder is selected as the Successful Bidder (as defined below), that the Deposit will be non-refundable subject to approval of the Successful Bid (as defined below) by the Court and the terms described below;

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- (g) it is binding and irrevocable until the earlier of (i) the approval of the Successful Bid by the Court, and (ii) thirty (30) calendar days following the Bid Deadline, provided that if such bid is selected as a Successful Bid, it shall remain irrevocable until the closing of the transaction contemplated by the Successful Bid;
- (h) it is not conditional upon any condition or contingency relating to due diligence, financing or any other material conditions precedent to the bidder's obligation to complete the transaction;
- (i) it contemplates closing of the transaction by not later than the Outside Date;
- (j) it does not provide for any break fee or expense reimbursement, it being understood and agreed that no bidder will be entitled to any such bid protections; and
- (k) it contains such other information as may be reasonably requested by the Proposal Trustee.

Assessment of the Bids and Selection of the Successful Bid

- 27. Notwithstanding the foregoing, the Proposal may waive compliance with any one or more of the requirements above and deem any such non-compliant bid to be a Qualified Bid, provided that doing so shall not constitute a waiver by the Proposal Trustee of the requirements of the paragraphs above or an obligation on the part of the Proposal Trustee to designate any other Bid as a Qualified Bid. The Proposal Trustee will be under no obligation to negotiate identical terms with, or extend identical terms to, each Potential Bidder.
- 28. Any Qualified Bids accepted pursuant to the SISP will be strictly Trustee subject to Court approval.
- 29. The Proposal Trustee may following the receipt of any Qualified Bid, seek clarification with respect to any of the terms or conditions of such Qualified Bid and/or request and negotiate one or more amendments to such Qualified Bid.
- 30. The Proposal Trustee shall evaluate Qualified Bids with a view to selecting the best or otherwise highest bid. The Qualified Bid selected by the Proposal Trustee as the best or highest bid shall constitute the "Successful Bid".
- 31. In selecting a Successful Bid, the Proposal Trustee shall have the discretion to conduct an auction on such terms and conditions as the Proposal Trustee deems appropriate and beneficial to the process. The terms of the auction will be communicated to all interested parties in a timely manner to ensure fair and transparent participation.

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32. In the event that the Proposal Trustee, determines that there are no Qualified Bids, The Trustee may but shall not be required to return to Court for directions.
33. Any Successful Bid will be subject to approval by the Court.

Finalizing and Approving the Successful Bid(s)

34. Following selection of the Successful Bid, if any, the Proposal Trustee, with the assistance of its advisors, shall seek to finalize any remaining necessary definitive agreement(s) with respect to the Successful Bid in accordance with the milestones set out in the chart above. Once the necessary definitive agreement(s) with respect to a Successful Bid have been finalized, as determined by the Proposal Trustee, the Company shall apply to the Court, on notice to the service list, for an order or orders approving such Successful Bid and/or the mechanics to authorize the Company to complete the transaction contemplated thereby, as applicable, and authorizing the Company to: (a) enter into any and all necessary agreements and related documentation with respect to the Successful Bid; (b) undertake such other actions as may be necessary to give effect to such Successful Bid; and (c) implement the transaction contemplated in such Successful Bid (each, an **"Approval Order"**).
35. All Qualified Bids (other than the Successful Bid) shall be deemed rejected on and as of the date of the closing of the Successful Bid, with no further or continuing obligation of the Proposal Trustee to any unsuccessful Qualified Bidders.

Deposits

36. The Deposit(s):
 - (a) shall be paid by a Qualified Bidder to the Proposal Trustee and shall upon receipt be retained by the Proposal Trustee and deposited in a non-interest-bearing trust account.
 - (b) received from the Successful Bidder, shall:
 - (i) be applied to the purchase price to be paid by the applicable Successful Bidder whose Successful Bid is the subject of the Approval Order, upon closing of the approved transaction; and
 - (ii) shall otherwise be held and refundable in accordance with the terms of the definitive documentation in respect of any Successful Bid, provided that all such documentation shall provide that the Deposit shall be retained by the Proposal Trustee and forfeited by the Successful Bidder if the Successful Bid fails to close by the Outside Date, and such failure is attributable directly to any failure or omission of the Successful Bidder to fulfil its obligations under the terms of the Successful Bid;
37. Deposits received from Qualified Bidders that are not the Successful Bidder shall be refunded in full to the Qualified Bidders that paid the Deposit as soon as reasonably practicable following the selection of the Successful Bidder.

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Amendment

38. The Proposal Trustee shall have the right at any time to: (i) make material amendments to the SISP (including by extending the Bid Deadline); and (ii) make non-material amendments to the SISP, in each case if, in the Proposal Trustee's reasonable judgment, such material or non-material amendment is likely to enhance the procedure for conducting the SISP or maximize the value of a transaction pursuant to the SISP. The Proposal Trustee shall advise the Service List in the NOI Proceedings of any material amendment to the SISP.

"As is, Where is"

39. Any transaction will be on an "as is, where is" basis without surviving material representations or warranties, nature, or description by the Proposal Trustee, the Company, or any of their respective directors, officers, agents, advisors, or other representatives unless otherwise agreed in a definitive agreement.

Confidentiality

40. For greater certainty other than as shall be required in connection with seeking Approval Order, neither the Company nor the Proposal Trustee will share: (i) the identity of any Potential Bidder or (ii) the terms of any Bid, or Qualified Bid with any other bidder without the consent of such party (including by way of email).

Further Orders

41. At any time during the SISP, the Proposal Trustee may apply to the Court for advice and directions with respect to any aspect of this SISP and the Bidding Procedures including, but not limited to, the continuation of the SISP or with respect to the discharge of its powers and duties hereunder.

Additional Terms

42. In addition to any other requirement of these Bidding Procedures:
- (a) The Proposal Trustee, as applicable, shall at all times prior to the selection of a Successful Bid use commercially reasonable efforts to facilitate a competitive bidding process in the SISP including, without limitation, by actively soliciting participation by all persons who would be customarily identified as high potential bidders in a process of this kind or who may be reasonably proposed by the Proposal Trustee or the Company's stakeholders as a potential bidder.
 - (b) Any consent, approval or confirmation the Proposal Trustee is ineffective unless provided in writing and any approval required pursuant to the terms hereof is in addition to, and not in substitution for, any other approvals required by the BIA or as otherwise required at law in order to implement a Successful Bid. For the avoidance of doubt, a consent, approval or confirmation provided by email shall be deemed to have been provided in writing for the purposes of this paragraph.

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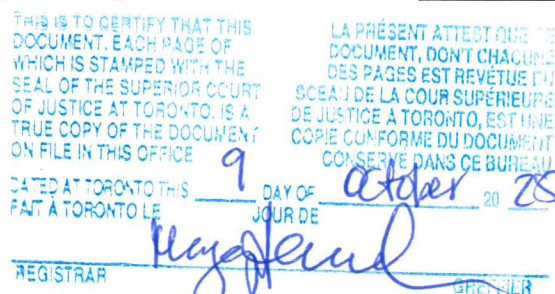
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- (c) All Potential Bidders shall at all times be granted information, access and facilitation that is no less complete and timely than is granted by the Proposal Trustee, or their representatives, to other Potential Bidders to the SISP. This shall include, without limitation, reasonable access to the Company's books, records, financial information, management, advisors and business partners. The Proposal Trustee shall review all information and materials provided by the Company or its representatives, and the secured creditors or their representatives and, to the extent that the Proposal Trustee is of the view that any such information or materials are materially relevant to a Potential Bidder, then such information or materials shall be promptly posted to the VDR or otherwise made available to all Potential Bidders. Nothing in this paragraph creates binding obligations of third parties.
43. To the extent that DIP Lender or any officer, director, employee, or other non-arm's length party of the Company participates in a bid which is submitted by the bid deadline set in the SISP (including any extensions of that deadline by the Proposal Trustee or by Court order, for one or more assets, that bid shall disclose a list of the insider participants to the Proposal Trustee. After the bid deadline, the listed participants shall not have or receive any consent or consultation rights from the Proposal Trustee in respect of the SISP in respect of the assets they have bid for, nor from that point forward, any non-public details of the other bidders or bids for such assets.
44. The Proposal Trustee, acting reasonably, may impose such other reasonable restrictions as it determines would be useful to help ensure that insider participation in the SISP does not, or would not be reasonably likely to, create an unfair advantage for any party or otherwise jeopardize the integrity or competitiveness of the SISP, and in exercised this discretion, the Proposal Trustee shall be guided by the principle that it is the intent of these rules that as far as is practical, insiders not get an unfair advantage by acquiring knowledge of other bids competing with their own, while recognizing that bidders are likely to want to consult with insiders in formulating their bids, the Proposal Trustee may need information relevant to other bids from insiders, and recognizing that until the bid deadline, it will not be known which insiders actually decide to participate in bids if any.
45. Nothing in preceding two paragraphs shall limit the rights of the DIP Lender to approve any Transaction as provided under the DIP Term Sheet or to be provided with reasonably sufficient information to exercise that right.

Contact

46. All questions and enquiries regarding the SISP should be directed to the Proposal Trustee by emailing Nisan Thurairatnam at nthurairatnam@tdbadvisory.ca.



APPENDIX 1

The following are the Company's six distinct software product offerings, each consisting of individual App and platform access:

RiskAI

RiskAI automates ergonomic risk assessments for workplace tasks using a single camera. It applies recognized methods like REBA and NIOSH to identify high-risk postures and task demands, producing objective scores, visual overlays, and reports. The system helps safety teams scale evaluations across job sites while reducing the time and subjectivity of manual assessments. By digitizing the ergonomics process, RiskAI makes it possible to evaluate entire workforces consistently, highlight recurring risk factors, and document improvements over time with reliable, repeatable data.

**PerformAI**

PerformAI measures athletic performance through tests such as vertical jump, pushups, squats, single-leg stance, and forward bound. Using video input, it delivers objective data on power, stability, endurance, and mobility. The platform enables athletes and coaches to track progress, identify weaknesses, and target training with consistent, repeatable results. PerformAI is designed for use across training environments, from weight rooms to practice fields, giving performance staff a common framework to benchmark athletes, compare results across teams, and build individualized development plans.

**HealthAI**

HealthAI focuses telehealth and remote MSK care to assess mobility and range-of-motion testing for general health and rehabilitation. It evaluates neck, shoulder, trunk, hip, and wrist movements along with functional tasks like lunges and deadlifts. Clinicians and wellness professionals receive clear mobility scores and movement data to guide treatment, monitor recovery, and promote long-term health. The system supports preventive care as well as clinical interventions, offering a scalable way to screen populations, track rehabilitation progress, and measure the outcomes of therapy or wellness programs.

**SportsAI**

SportsAI delivers multi-sport biomechanics analysis using unique activity specific analysis for each sport. The framework now supports baseball pitching, hitting, quarterback throwing, and golf swing assessments, each with task-specific performance metrics. Results include detailed movement analysis, visual overlays, and scoring that can be integrated into athlete development programs and performance platforms. By consolidating multiple sports into a single system, SportsAI provides consistent measures of mechanics and efficiency, allowing coaches, trainers, and organizations to evaluate athletes across disciplines with the same trusted methodology.

**ROSA**

The Rapid Office Strain Assessment (ROSA) improves office ergonomics through a quick, guided process that helps employees adjust their workstations and receive real-time feedback to reduce discomfort and injury risk. Proven effective in published studies, ROSA lowers downtime and boosts well-being at a fraction of consultant costs. Enhanced with computer vision technology, ROSA combines self-assessment with automated video analysis to deliver greater accuracy and scalability in office ergonomics. This hybrid approach allows organizations to address everyday workstation risks quickly, collect consistent data across large office populations, and take proactive steps to reduce long-term strain and injury.

**ProPlayAI**

ProPlayAI provides detailed pitching mechanics analysis through a dedicated web and mobile app. Athletes record a single video to receive a full kinematic breakdown, including stride length, hip-shoulder separation, trunk rotation, and arm speed. The system offers validated, lab-grade accuracy in an accessible format, helping pitchers and coaches refine mechanics and reduce injury risk. Built specifically for baseball, ProPlayAI delivers insights trusted by professional and amateur baseball organizations alike, making advanced biomechanics accessible to every level of the game.



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Estate No. 32-3267656

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C., 1985, C. B-3, AS AMENDED
IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF 3MOTIONAI INC. IN THE CITY OF
MISSISSAUGA, IN THE PROVINCE OF ONTARIO

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST
PROCEEDING COMMENCED AT
TORONTO

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