

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE	)	WEDNESDAY, THE 6TH
	)	
JUSTICE J. DIETRICH	)	DAY OF AUGUST, 2025

IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF 1001270243 ONTARIO INC.  
("ResidualCo")

**ORDER  
(CCAA Termination and Scheduling Order)**

**THIS MOTION**, made by ResidualCo, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, (the "CCAA") for an order, among other things: (i) approving the Fourth Report (as defined herein), and the Monitor's activities, conduct and decisions set out therein; (ii) approving the fees and disbursements of the Monitor and its legal counsel; (iii) terminating this CCAA proceeding and discharging the Monitor at the CCAA Termination Time (as defined below); (iv) terminating the Court-ordered charges approved in this CCAA proceeding effective as at the CCAA Termination Time; and (v) setting down a schedule for the WEPP Motion (as defined in the Fourth Report), was heard this day by judicial videoconference in Toronto, Ontario.

**ON READING** the notice of motion of ResidualCo dated July 28, 2025, the fourth report of Richter Inc. ("**Richter**"), in its capacity as Monitor in this CCAA proceeding (in such capacity, the "**Monitor**"), dated June 28, 2025 filed (the "**Fourth Report**"), and on hearing the submissions of counsel for ResidualCo, counsel for the Monitor, the Attorney General of Canada (the "**AG**"),

counsel for Employment and Social Development Canada, and those other parties listed on the counsel slip, no one else appearing although duly served as appears from the lawyer's certificates of service of Mike Noel sworn June 28 and August 1, 2025, filed,

## **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them in the amended and restated initial order dated March 26, 2025 (as amended, and may be further amended and restated from time to time, the "ARIO").

## **APPROVAL OF FOURTH REPORT**

2. **THIS COURT ORDERS** that the Fourth Report and the activities, conduct and decisions of the Monitor set out therein are hereby ratified and approved, provided that only the Monitor, 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.

## **APPROVAL OF FEES OF THE MONITOR AND ITS COUNSEL**

3. **THIS COURT ORDERS** that the professional fees and disbursements of the Monitor for the period between June 7, 2025 and July 18, 2025, in the amount of \$42,218.25, plus harmonized sales tax ("HST") of \$5,488.37, for a total of \$47,706.62, as further set out in the Fourth Report and the affidavit of Karen Kimel sworn July 28, 2025, attached as Appendix "B" to the Fourth Report, are hereby approved.

4. **THIS COURT ORDERS** that the professional fees and disbursements of McMillan LLP ("McMillan"), counsel to the Monitor, for the period between June 10, 2025 and July 18, 2025, in the amount of \$62,794.26, plus HST of \$8,163.25, for a total of \$70,957.51, as further set out in

the Fourth Report and the affidavit of Tushara Weerasooriya sworn July 28, 2025, attached as Appendix “C” to the Fourth Report, are hereby approved.

5. **THIS COURT ORDERS** that the estimated professional fees and disbursements to the CCAA Termination Time of the Monitor and McMillan in the amount of \$65,000, exclusive of HST, as further set out in the Fourth Report, are hereby approved.

#### **TERMINATION OF CCAA PROCEEDING**

6. **THIS COURT ORDERS** that, upon service by the Monitor of an executed certificate substantially in the form attached hereto as **Schedule “A”** (the “**Termination Certificate**”) on the Service List in this CCAA proceeding certifying that, to the best of the knowledge and belief of the Monitor, all matters to be attended to in connection with this CCAA proceeding have been completed, the within CCAA proceeding shall be terminated without any other act or formality (the “**CCAA Termination Time**”), save and except as provided in this Order, and provided that nothing herein impacts the validity of any Orders made in this CCAA proceeding or any action or steps taken by any Person pursuant thereto.

7. **THIS COURT ORDERS** that the Monitor is hereby directed to file a copy of the Termination Certificate with the Court as soon as is practicable following the service thereof on the service list in this CCAA proceeding.

8. **THIS COURT ORDERS** that the Charges shall be and are hereby terminated, released and discharged at the CCAA Termination Time without any further act or formality.

#### **DISCHARGE OF MONITOR**

9. **THIS COURT ORDERS** that effective at the CCAA Termination Time, Richter shall be and is hereby discharged from its duties as the Monitor and shall have no further duties, obligations

or responsibilities as Monitor from and after the CCAA Termination Time, provided that, notwithstanding its discharge as Monitor, Richter shall have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to this CCAA proceeding following the CCAA Termination Time, as may be required or appropriate (“**Monitor Incidental Matters**”).

10. **THIS COURT ORDERS** that, notwithstanding any provision of this Order, the Monitor’s discharge or the termination of this CCAA proceeding, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor shall continue to have the benefit of, all of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO, the Approval and Reverse Vesting Order dated June 18, 2025, or any other Order of this Court in this CCAA proceeding or otherwise, all of which are expressly continued and confirmed following and after the CCAA Termination Time, including in connection with any Monitor Incidental Matters and other actions taken by the Monitor following the CCAA Termination Time with respect to Synaptive Medical Inc. (“**Synaptive**”), ResidualCo or this CCAA proceeding.

11. **THIS COURT ORDERS** that effective upon the filing of the Termination Certificate, the Monitor (in its personal and corporate capacity and in its capacity as the Monitor), its counsel, and each of their respective affiliates, officers, directors, partners, employees and agents, as applicable (collectively, the “**Monitor Released Parties**”) are hereby released and forever discharged from any and all Claims that may be made against the Monitor Released Parties that relate to or arise out of any act, omission, transaction, dealing or other occurrence, on or before the date the Termination Certificate is filed with the Court and in respect of this CCAA proceeding, including in carrying out any Monitor Incidental Matters or carrying out the terms of any Order granted in the CCAA proceedings (collectively, the “**Monitor Released Claims**”), and any such Monitor Released Claims are hereby irrevocably and permanently released, stayed, extinguished, and

forever barred and the Monitor Released Parties shall have no liability in respect therefore, save and except for any gross negligence or wilful misconduct on the part of the Monitor Released Parties.

#### **FIRST DIRECTOR RELEASE**

12. **THIS COURT ORDERS** that effective upon the filing of the Termination Certificate, Dylan White, in his capacity as the sole officer and director of ResidualCo (the “**First Director**”), is hereby released and forever discharged from any and all Released Claims (as defined in the Approval and Reverse Vesting Order dated June 18, 2025) that may be made against the First Director that relate to or arise out of any act, omission, transaction, dealing or other occurrence on or before the date the Termination Certificate is filed with the Court and in respect of this CCAA proceeding and any such Released Claims are hereby irrevocably and permanently released, stayed, extinguished and forever barred and the First Director shall have no liability in respect therefor, save and except for gross negligence or wilful misconduct on the part of the First Director.

#### **CERTAIN CLAIMS UNAFFECTED**

13. **THIS COURT ORDERS** that Ms. Christie Kedzior's claims in relation to the termination of her employment with Synaptive Medical USA, Inc. are not affected by this Order.

#### **WEPP MOTION SCHEDULE**

14. **THIS COURT ORDERS** that the schedule for the WEPP Motion (as defined in the Fourth Report) attached hereto as **Schedule “B”** is hereby approved and ratified, and Synaptive, the Monitor and the AG are hereby directed to comply therewith in respect of the WEPP Motion (as defined in the Fourth Report), subject to such amendments as those parties may collectively agree to in writing.

## **GENERAL**

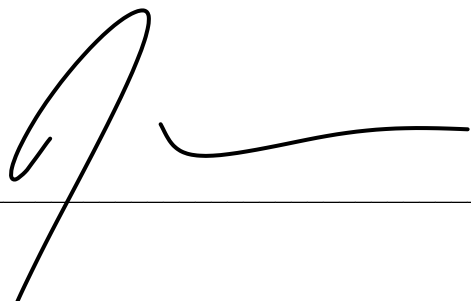
15. **THIS COURT ORDERS** that ResidualCo, the Monitor or the AG may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.

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

17. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the European Union or elsewhere, to give effect to this Order and to assist ResidualCo, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to ResidualCo and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist ResidualCo and the Monitor and their respective agents in carrying out the terms of this Order.

18. **THIS COURT ORDERS** that each of ResidualCo and the Monitor be at liberty and is 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 Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in jurisdictions outside Canada.

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



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A handwritten signature in black ink, consisting of a large, stylized capital 'P' followed by a horizontal line that extends to the right. The signature is positioned above a horizontal line.

**SCHEDULE “A”  
FORM OF TERMINATION CERTIFICATE**

Court File No. CV-25-00739279-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF 1001270243 ONTARIO INC.  
 (“**ResidualCo**”)

**TERMINATION CERTIFICATE**

**RECITALS**

1. Richter Inc. (“**Richter**”) was appointed as the Monitor of Synaptive Medical Inc. (“**Synaptive**”), the original Applicant in the within proceeding commenced under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to an initial order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated March 19, 2025, as amended and restated by an order of this Court dated March 26, 2025 (as amended and restated, the “**ARIO**”).
2. Pursuant to the Approval and Reverse Vesting Order granted on June 18, 2025 (the “**RVO**”), at the Completion Time (as defined in the RVO), which occurred on June 26, 2025, Synaptive ceased to be an applicant in this CCAA proceeding and ResidualCo was added as an applicant in this CCAA proceeding.
1. Pursuant to an Order of this Court dated August 6, 2025 (the “**CCAA Termination Order**”), among other things, Richter shall be discharged as the Monitor and this CCAA proceeding shall be terminated upon the service of this Termination Certificate on the service list in this CCAA proceeding, all in accordance with the terms of the CCAA Termination Order.
2. Unless otherwise indicated herein, capitalized terms used in this Termination Certificate shall have the meaning given to them in the CCAA Termination Order.



**THE MONITOR CERTIFIES** the following:

3. To the knowledge of the Monitor, all matters to be attended to in connection with the within CCAA proceeding (Court File No. CV-25-00739279-00CL) have been completed.

**ACCORDINGLY**, the CCAA Termination Time as defined in the CCAA Termination Order has occurred.

DATED at Toronto, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**Richter Inc., in its capacity of the Monitor of  
ResidualCo, and not in its personal or  
corporate capacity**

Per: \_\_\_\_\_

Name:

Title:

**SCHEDULE “B”  
WEPP MOTION SCHEDULE**

<b>Event</b>	<b>Date</b>
Delivery of the Applicant’s Motion Record	August 27, 2025
Delivery of Attorney General’s Responding Record / Responding Record(s) of Other Parties, if any	September 17, 2025
Delivery of Reply Record of the Applicant	September 24, 2025
Delivery of the Applicant’s Factum / Monitor’s Factum, if any	October 8, 2025
Delivery of Attorney General’s Factum / Factum(s) of Other Parties, if any	October 29, 2025
Delivery of the Applicant’s Reply Factum / Monitor’s Reply Factum, if any	November 5, 2025
<b>Hearing Date</b>	<b>November 12, 2025</b>

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,  
R.S.C. 1985, c.C-36, AS AMENDED

Court File No. CV-25-00739279-00CL

AND IN THE PLAN OF COMPROMISE OR ARRANGEMENT OF  
1001270243 ONTARIO INC.

Applicant

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

**ORDER**  
**(CCAA Termination and Scheduling Order)**

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Lawyers for 1001270243 Ontario Inc. (a.k.a.  
ResidualCo)