

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

B E T W E E N :

**EXPORT DEVELOPMENT CANADA**

Applicant

- and -

**SYNAPTIVE MEDICAL INC.**

Respondent

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended**

**APPLICATION RECORD  
VOLUME 1 OF 2  
(Appointing Receiver)**

April 24, 2026

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Lawyers for the Applicant, Export  
Development Canada

TO: **THE SERVICE LIST**

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# **TAB 1**



Court File No.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
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**NOTICE OF APPLICATION  
(Appointing Receiver)**

**TO THE RESPONDENT:**

**A LEGAL PROCEEDING HAS BEEN COMMENCED** by the applicant. The claim made by the applicant appears on the following page.

**THIS APPLICATION** will come on for a hearing

- In person
- By telephone conference
- By video conference

on April 28, 2026 at 12:00 p.m. EST, or as soon after that time as the application can be heard.

**IF YOU WISH TO OPPOSE THIS APPLICATION**, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

**IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION**, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

**IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.**

Date: April 23, 2026

Issued by: \_\_\_\_\_  
Local Registrar

Address of Court Office: 330 University Ave, 7<sup>th</sup> Floor  
Toronto, Ontario M5G 1R7

TO: **THE SERVICE LIST**

## APPLICATION

1. The Applicant, Export Development Canada (“**EDC**”), brings this application on consent of the Respondent for:
  - (a) an order substantially in the form of the draft order included at Tab 3 of the application record (the “**Receivership Order**”), among other things:
    - (i) abridging the time for service of the notice of application and the application record herein and validating service thereof;
    - (ii) appointing Richter Inc. (“**Richter**”) as receiver and manager (in such capacity, the “**Receiver**”), without security, of the assets, undertakings, and properties of the Respondent, Synaptive Medical Inc. (the “**Debtor**” or “**Synaptive**”), acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the “**Property**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, RSO 1990, c C.43, as amended (the “**CJA**”);
    - (iii) empowering the Receiver, if appointed, to, *inter alia*:
      - (A) take possession of and exercise control over the Property;
      - (B) market and sell any or all of the Property;

- (C) to borrow funds on a priority basis under receiver's certificates on the form attached at Schedule "B" to the Receivership Order to fund the costs of the receivership;
  - (D) to file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor, and to act as the trustee in bankruptcy of the Debtor; and
  - (E) take any steps reasonably incidental to the exercise of the aforementioned powers or the performance of any statutory obligations;
- (iv) awarding EDC its costs of this proceeding, including legal fees, disbursements, and HST thereon; and
- (b) such further and other relief as counsel may advise and this Honourable Court may deem just.

2. The grounds for this application are:

***Background***

- (a) The complete factual basis for this application is set forth in the Affidavit of Jessica Markic, to be sworn (the "**Markic Affidavit**"), included at Tab 2 of the application record. Capitalized terms used but not defined herein have the meanings given to them in the Markic Affidavit.

- (b) Synaptive is a privately-held Canadian medical technology company specializing in neuro-imaging and precision intervention. Synaptive is incorporated pursuant to the *Business Corporations Act* (Ontario) with its registered office in Mississauga, Ontario.
- (c) Synaptive is indebted to EDC pursuant to the following:
  - (i) a senior secured promissory note between Synaptive and EDC (the “**Senior Note**”), pursuant to which Synaptive agreed to pay EDC the principal amount of USD \$6,000,000, together with interest at a rate equal to 8.00% per annum; and
  - (ii) a junior secured promissory note between Synaptive and EDC (the “**Junior Note**” and together with the Senior Note, the “**Notes**”), pursuant to which Synaptive agreed to pay EDC the principal amount of USD \$11,420,380.87, together with interest at a rate equal to 8.00% per annum.
- (d) As of April 16, 2026, Synaptive is indebted to EDC pursuant to the terms of the Notes in the following amounts, inclusive of interest and fees accrued to such date but exclusive of enforcement costs:
  - (i) pursuant to the Senior Note, the total amount of USD \$6,392,000; and
  - (ii) pursuant to the Junior Note, the total amount of USD \$12,166,512.42 (together, the “**Indebtedness**”).
- (e) Fees, costs, expenses, and interest have accrued and will continue to accrue until the Indebtedness is paid in full.
- (f) The obligations of Synaptive owing to EDC under the Notes are secured by, as applicable:
  - (i) a senior general security agreement in favour of EDC dated as of June 26, 2025 (the “**Senior Note GSA**”); and

- (ii) a subordinate general security agreement in favour of EDC dated as of June 26, 2025 (the “**Junior Note GSA**”, and together with the Senior Note GSA, the “**GSAs**”).
- (g) EDC’s security interests created by the GSAs are perfected by registrations under the *Personal Property Security Act* (Ontario).
- (h) Synaptive is currently in default of its obligations under the Notes because Synaptive is insolvent, has admitted in writing its inability to pay its Indebtedness (as defined under the Notes) generally as it becomes due, and has threatened to cease carrying on all or a substantial part of its business, each of which is an Event of Default under the Notes, as evidenced by the occurrence of the following events that have occurred and are continuing:
  - (i) Synaptive delivered a Cash Flow Forecast to EDC on March 26, 2026 that projected that Synaptive would deplete its cash reserves in or around the week of April 17, 2026;
  - (ii) On or around April 16, 2026, Synaptive admitted in writing that it would be unable to meet its ongoing payroll obligations and would furlough the majority of its employees by April 17, 2026;
  - (iii) On or around April 17, 2026, Synaptive did in fact furlough 90 of its employees, leaving only 4 to maintain baseline operations; and
  - (iv) Since April 17, 2026, all but one of Synaptive’s directors have resigned, and the remaining director intends to resign imminently.

*The Appointment of the Receiver is Just and Appropriate*

- (i) EDC seeks the urgent appointment of Richter as the Receiver.
- (j) EDC has delivered notices of the defaults to Synaptive, made demand upon Synaptive for repayment of the Indebtedness, and delivered to Synaptive Notices of Intention to Enforce a Security pursuant to section 244(1) of the BIA (the “**244 Notices**”). Synaptive has since waived the ten (10) day notice period prescribed by section 244 of the BIA and has consented to the appointment of the Receiver.
- (k) Under the terms of the Notes and the GSAs, EDC is entitled to appoint a receiver in respect of the Property of Synaptive upon the occurrence of an Event of Default thereunder.
- (l) Richter has provided written consent to act as the Receiver.
- (m) As Synaptive is facing an imminent liquidity crisis and an impending governance gap at the board level, the urgent appointment of the Receiver is an expedient and appropriate remedy to preserve and realize the value of the Property.
- (n) The urgent appointment of the Receiver is just and appropriate in the circumstances.
- (o) As it is anticipated that the Receiver will not have sufficient funds in the estate to meet necessary, interim expenditures while the Receiver further explores a proposed transaction from certain employees of Synaptive, it is appropriate that the Receiver be authorized to borrow funds on a priority basis under Receiver’s certificates to fund the costs of the receivership, subject to the monetary limit set forth in the Receivership Order.

- (p) The monetary limit of \$400,000 is intended to maintain baseline operations and preserve the opportunity for a going-concern sale to the aforementioned employee group for approximately three weeks.
- (q) If no acceptable offer has materialized by the end of such period, the Receiver intends to transition to a liquidation strategy which will likely require assigning Synaptive into bankruptcy.
- (r) The Receiver has instructed its independent legal counsel, McMillan LLP, to provide an opinion on EDC's security over Synaptive before the hearing of this application.
- (s) All secured parties with PPSA registrations against Synaptive will be served with this application.

***Other Grounds:***

- (t) Sections 13.3(2), 243, and 244 of the BIA, and the BIA generally;
  - (u) Sections 11, 96, and 101 of the CJA, and the CJA generally;
  - (v) Rules 1.04, 1.05, 2.01, 2.03, 3.02, 14.05(3)(g), 16, 17.02 (a) and (f), 38, 40.01 and 45.01 of the *Rules of Civil Procedure*, RRO 1990, Reg. 194, as amended; and
  - (w) Such further and other grounds as counsel may advise and this Honourable Court may permit.
3. **THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the application:

- (a) the Markic Affidavit;
- (b) the consent of Richter to act as Receiver dated April 22, 2026;
- (c) the consent to order of Synaptive dated April 23, 2026; and
- (d) such other material as counsel may advise and this Honourable Court may permit.

April 23, 2026

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Lawyers for the Applicant

EXPORT DEVELOPMENT CANADA

Applicant **-and-** SYNAPTIVE MEDICAL INC.

Respondent

Court File No.

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

**Proceeding commenced at  
Toronto**

**NOTICE OF APPLICATION  
(Appointing Receiver)**

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Lawyers for the Applicant

# **TAB 2**

Court File No. CL-26-00000173-0000

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

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**AFFIDAVIT OF JESSICA MARKIC  
(Sworn April 24, 2026)**

I, Jessica Markic, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Special Risk Manager of the Applicant, Export Development Canada (“EDC”). I have been directly involved in matters relating to the borrowings of Synaptive Medical Inc. (“Synaptive”) and in the CCAA Proceedings (defined below). As such, I have personal

knowledge of the matters to which I depose in this affidavit, unless otherwise indicated. Where I do not possess personal knowledge, I have stated the source of my information, and in all such cases believe it to be true.

## **Overview**

2. I swear this affidavit in support of EDC's application for an order (the "**Receivership Order**"), among other things, appointing Richter Inc. ("**Richter**"), as receiver and manager (in such capacity, the "**Receiver**"), without security, of the assets, undertakings, and properties of Synaptive (the "**Property**").<sup>1</sup>

3. EDC is a Crown corporation established under the *Export Development Act* (Canada) for the purposes of: (a) supporting and developing domestic business; (b) supporting and developing Canada's export trade and Canadian capacity to engage in that trade and to respond to international business opportunities; and (c) providing development financing and other forms of development support in a manner that is consistent with Canada's international development priorities.

4. As of April 16, 2026, Synaptive is indebted to EDC pursuant to the terms of the Senior Note in the total amount of USD \$6,392,000, including interest and fees accrued to such date (exclusive of enforcement costs) (the "**Senior Note Indebtedness**"). As of April 16, 2026, Synaptive is also indebted to EDC pursuant to the terms of the Junior Note in the total amount of USD \$12,166,512.42, including interest and fees accrued to such date (exclusive of enforcement

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<sup>1</sup> Capitalized terms used but not defined in this Overview are defined below.

costs, the “**Junior Note Indebtedness**”, and together with the Senior Note Indebtedness, the “**Indebtedness**”). Interest and fees continue to accrue on the Indebtedness until paid.

5. Synaptive’s obligations to EDC are secured by the GSAs executed by Synaptive. EDC’s security interests under the GSAs are perfected by registrations under the *Personal Property Security Act* (Ontario) (“**PPSA**”).

6. In March 2025, Synaptive commenced the CCAA Proceedings. In June 2025, Synaptive exited the CCAA Proceedings as a going-concern after the issuance of an Approval and Reverse Vesting Order, whereby the equity in Synaptive was wholly purchased by the Purchaser.

7. Synaptive is now facing an urgent liquidity crisis. In April 2026, Synaptive defaulted on its obligations to EDC by, among other things, becoming insolvent, admitting in writing its inability to pay its indebtedness generally as it becomes due, and threatening to cease to carry on all or a substantial part of its business, each of which is an Event of Default under the Notes, as evidenced by the occurrence of the following events:

- (a) Synaptive delivered a cash flow forecast to EDC on March 26, 2026 that projected that Synaptive will deplete its cash reserves in or around the week of April 17, 2026;
- (b) on or around April 16, 2026, Synaptive admitted in writing that it would be unable to meet its ongoing payroll obligations and would furlough the majority of its employees by April 17, 2026;
- (c) on or around April 17, 2026, Synaptive furloughed all but 4 employees; and

(d) since that time, all but one of Synaptive’s directors have resigned, and EDC has been advised by Synaptive’s legal counsel that the remaining director intends to resign imminently (together, the “**Defaults**”).

8. EDC has given Synaptive notice of such Defaults, made demand upon Synaptive for repayment of the Indebtedness, and delivered to Synaptive Notices of Intention to Enforce a Security pursuant to the *Bankruptcy and Insolvency Act* (Canada) (the “**244 Notices**”). Synaptive has waived the ten (10) day notice period prescribed by the 244 Notices and has consented to the issuance of the Receivership Order, all with a view toward having the Receiver appointed before the last remaining director of Synaptive resigns.

9. EDC is entitled to appoint a receiver pursuant to the terms of the GSAs. EDC believes that, without the urgent appointment of the Receiver, Synaptive will face a governance gap and may be forced to make an assignment into bankruptcy, which will erode the value of the Property and the possibility of maintaining Synaptive as a going-concern through a reverse vesting transaction. EDC believes that the appointment of the Receiver will protect the value of the Property, which is EDC’s collateral, preserve any chance of a going-concern transaction in respect of Synaptive and the Property, and allow for the implementation of an orderly sale of such Property for the benefit of all stakeholders under the supervision of this Court.

### **Synaptive**

10. Synaptive is a privately-held Canadian medical technology company specializing in neuro-imaging and precision intervention. Synaptive was incorporated pursuant to the *Business Corporations Act* (Ontario). According to a Corporate Profile Report (current as of April 20, 2026)

(the “**Synaptive Profile Report**”), Synaptive’s registered office is located at 5055 Satellite Drive, Mississauga, Ontario. A copy of the Synaptive Profile Report is attached as **Exhibit “A”**.

11. The Synaptive Profile Report indicates that the current directors of Synaptive are Joshua Bernstock, Eric Schultz, and Michael Teacher. EDC has been informed by Synaptive’s legal counsel that Eric Schultz is now the sole director. The Synaptive Profile Report also indicates that the officers of Synaptive are Magnus Momsen and Dylan White. Synaptive’s website at URL <https://www.synaptivemedical.com/> also indicates that Shawn Campbell is the Chief Operations Officer.

12. As of April 16, 2026, Synaptive had approximately 94 hourly and salaried employees across Canada, the United States, and various other countries. Some of the employees are employed by Synaptive USA, Inc., which EDC understands is Synaptive’s U.S. sister corporation. On April 17, 2026, Synaptive issued furlough notices to 90 employees.

13. All significant assets and operations of Synaptive are located in Canada. Key decisions are made in Canada and major contracts are negotiated and/or approved from Canada. Most employees are also located in Canada.

14. Synaptive leases two industrial/commercial facilities in Ontario from which it operates: one in London and one in Mississauga. The London facility, located at 15875 Robin’s Hill Road, has a rentable area of approximately 6,050 square feet, is used for industrial activities, and the lease expires on July 31, 2028. The Mississauga facility, located at 5055 Satellite Drive, has a rentable area of approximately 54,787 square feet, is used for warehousing, manufacturing,

and research and development of medical devices, and the lease expires on September 30, 2034, subject to renewal.

15. Synaptive specializes in hardware and software products focused on surgical planning and navigation, robotic digital microscopy, and magnetic resonance imaging. They are primarily sold in Canada and the United States. I understand that the majority of Synaptive's customers are hospitals with neurosurgery centres in the U.S. market.

16. Synaptive's assets also include a global intellectual property ("IP") portfolio, made up of patents, licenses, trademarks, and trade secrets. As of March 2025, Synaptive has filed over 1,275 patent applications in a number of jurisdictions, including Canada, the U.S., Europe, China, and Japan.

17. Synaptive's operations are subject to significant regulatory oversight. In Canada, Synaptive's products cannot be sold without Health Canada approvals and related licenses. In the U.S., Synaptive's products and operations are regulated by the Food and Drug Administration. Synaptive's international sales are also subject to applicable regulatory requirements in the countries in which products are sold. That review process varies from country to country.

## **The CCAA Proceedings**

### *The Initial Filing*

18. On March 19, 2025 (the "**Filing Date**"), Synaptive was granted protection under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**" and such proceedings being the "**CCAA Proceedings**") and Richter was appointed as monitor (in such capacity, the "**Monitor**"). A copy of the Initial Order dated as of March 19, 2025 and the Amended and Restated

Initial Order dated as of March 26, 2025 issued in the CCAA Proceedings are attached as **Exhibits “B”** and **“C”**, respectively.

19. I understand that information in connection with the CCAA Proceedings can be found on the Monitor’s case website at: <https://www.richter.ca/insolvencycase/synaptive-medical-inc/>.

20. At the Filing Date, EDC was the senior secured creditor of Synaptive. Synaptive was indebted to EDC pursuant to:

- (a) a loan facility and security agreement (as amended from time to time) with Espresso Capital Ltd., and which was assigned to EDC on August 30, 2023 (the **“Espresso Facility”**). As of March 10, 2025, Synaptive’s indebtedness under the Espresso Facility was approximately USD \$6,020,000; and
- (b) a series of 75 convertible promissory notes issued by Synaptive between November 1, 2022 and December 23, 2024 to various investors in an aggregate amount of USD \$49,684,800 (the **“EDC Convertible Notes”**) under which EDC acted as lead investor. EDC advanced an aggregate principal amount of USD \$40,000,000 under the EDC Convertible Notes.

21. Based on EDC’s involvement in the CCAA Proceedings, I understand that Synaptive sought protection under the CCAA due to significant and growing financial difficulties, including but not limited to:

- (a) Synaptive’s sales had not adequately supported its cost structure;

- (b) an ongoing substantial drain on Synaptive’s cash position, including costs associated with Synaptive’s ongoing research and development efforts, maintaining Synaptive’s substantial IP portfolio, and its significant employee base; and
- (c) market uncertainty caused by the threat of tariffs imposed by and against the U.S.

22. To facilitate the CCAA Proceedings, EDC, as lender (in such capacity, the “**DIP Lender**”), and Synaptive, as borrower, entered into a debtor-in-possession facility loan agreement dated as of March 18, 2025, under which the DIP Lender agreed to provide financing to Synaptive up to the maximum amount of \$7,000,000 to provide Synaptive with liquidity during the CCAA Proceedings.

*The SISP*

23. In the CCAA Proceedings, the Court granted an Order (the “**SISP Approval Order**”) approving a sale and investment solicitation process (“**SISP**”) to be implemented by the Monitor, to solicit interest in and opportunities for (a) one or more sales or partial sales of all or substantially all, or certain portions of, Synaptive’s business and assets; and/or (b) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of Synaptive or its business. A copy of the SISP Approval Order is attached as **Exhibit “D”**.

24. The SISP was a two-phased process requiring the submission of (a) non-binding letters of intent (“**LOIs**”) that met the requirements under the SISP; and (b) in the case of parties whose LOIs met the requirements under the SISP, binding bids (“**Bids**”) that met the requirements under the SISP.

25. As noted above, the Monitor was responsible for implementing the SISP in accordance with its terms, which required consulting with or obtaining the written consent of the DIP Lender at key stages of the process.

26. Ultimately, six parties submitted LOIs, three of which were determined to meet the qualification criteria under the SISP.

27. One party submitted an acceptable Bid, being 1001253954 Ontario Inc. (the “**Purchaser**”). The Monitor subsequently designated the Purchaser as the successful bidder under the SISP and proceeded to negotiate definitive documents in respect of a transaction. EDC was regularly consulted during those negotiations.

*The Subscription Agreement*

28. On June 12, 2025, Synaptive and the Purchaser entered into a share subscription agreement (the “**Subscription Agreement**”) and the transaction contemplated therein (the “**Transaction**”). A copy of the Subscription Agreement is attached to this affidavit as **Exhibit “E”**.

29. The Subscription Agreement involved the Purchaser acquiring 100% of the equity of Synaptive through a reverse vesting structure, with the result that Synaptive would continue as a going-concern. The Subscription Agreement also provided that Synaptive shall issue the following new promissory notes, in accordance with the terms outlined under the Subscription Agreement:

- (a) the senior rollover note in the principal amount of USD \$6,000,000, issued to EDC in satisfaction of all amounts outstanding under the senior-ranking Espresso Facility; and
- (b) the junior rollover notes in the principal amount of USD \$14,000,000, issued to holders of the second-ranking EDC Convertible Notes in satisfaction of all amounts outstanding under such notes (the USD \$14,000,000 principal amount of the junior rollover notes was to be allocated on a *pro rata* basis among the holders of Synaptive's senior debentures, with approximately 80% allocated to EDC and approximately 20% allocated to the other holders).

30. Synaptive subsequently brought a motion seeking an Approval and Reverse Vesting Order (“**RVO**”) that, among other relief, approved the Subscription Agreement and the Transaction contemplated therein, and authorized and directed Synaptive to issue the Notes. On June 18, 2025, the Court granted the RVO. A copy of the RVO and the related Endorsement of the Court is attached as **Exhibit “F”**.

31. I am advised by Mitch Stephenson, a Partner with Fasken Martineau DuMoulin LLP (“**Fasken**”), legal counsel to EDC, that the Court held that the Subscription Agreement represented the best and only viable outcome for Synaptive, its creditors, and other stakeholders, including the medical patients who benefit from Synaptive's tools and systems.

32. I am also advised by Mr. Stephenson that the Court held that the RVO was fair and reasonable for the following reasons (without limitation):

- (a) The reverse vesting structure was necessary because of the highly regulated nature of Synaptive's business. Synaptive holds various licenses and regulatory clearances to sell its medical devices in numerous jurisdictions, which would require considerable time, effort, cost, and risk to transfer, to the extent that such transfers were even possible.
- (b) A reverse vesting structure was more advantageous to the Purchaser than an asset purchase because, without a reverse vesting structure, there would be substantial delay, cost, and risk associated with transferring Synaptive's licenses, clearances, and IP, along with the loss of any tax attributes in Synaptive.
- (c) No stakeholder would be any worse off under the reverse vesting structure, as there was no other viable going-concern alternative to the Subscription Agreement.

33. The Subscription Agreement closed on June 26, 2025. At that time, Synaptive was removed as an applicant in the CCAA Proceedings, and 1001270243 Ontario Inc. (the "**ResidualCo**") was added in its stead. Synaptive is no longer a party to the CCAA Proceedings.

34. The CCAA Proceedings remain ongoing. I understand that while the Monitor obtained an Order authorizing its discharge upon the filing of a termination certificate, the Monitor has not yet filed that certificate due to an ongoing dispute regarding the entitlement of terminated employees of Synaptive to relief under the *Wage Earner Protection Program Regulations* (Canada).

### **The EDC Loan Documents**

35. Following the Subscription Agreement, Synaptive is indebted to EDC pursuant to the Notes, which are secured by the related GSAs (each as defined below).

#### The Notes

36. Pursuant to the terms of a senior secured promissory note between Synaptive and EDC (the “**Senior Note**”), Synaptive agreed to pay EDC the principal amount of USD \$6,000,000, together with interest at a rate equal to 8.00% per annum, compounded yearly, in accordance with the terms of the Senior Note. A copy of the Senior Note is attached as **Exhibit “G”**.

37. The Senior Note provides that upon the occurrence or existence of any Event of Default (as defined therein) and at any time thereafter during the continuance of such Event of Default, EDC may, by written notice to Synaptive, declare the aggregate outstanding Obligations (as defined therein) immediately due and payable and may exercise any other right, power, or remedy granted to EDC under the Senior Note, the Senior Note GSA (defined below), or otherwise permitted to be exercised by EDC by applicable law.

38. Pursuant to the terms of a junior secured promissory note between Synaptive and EDC (the “**Junior Note**” and together with the Senior Note, the “**Notes**”), Synaptive agreed to pay EDC the principal amount of USD \$11,420,380.87 together with interest at a rate equal to 8.00% per annum, compounded yearly, in accordance with the terms of the Junior Note. A copy of the Junior Note is attached as **Exhibit “H”**.

39. The Junior Note also provides that additional promissory notes having the terms substantially identical to the Junior Note would be issued by Synaptive to the investors listed in

Schedule A thereunder (the “**Investors**”), with the aggregate initial principal amount of all such notes to be USD \$14,000,000.

40. The Junior Note provides that upon the occurrence or existence of any Event of Default (as defined therein), and at any time thereafter during the continuance of such Event of Default, unless waived in writing by a Required Majority (defined below), EDC, with the prior written consent of the Required Majority, may by written notice declare the aggregate outstanding Obligations (as defined therein) to be immediately due and payable. Further, EDC may, with the prior written consent of the Required Majority, exercise any other right, power or remedy granted to EDC under the Junior Note, the Junior Note GSA (defined below), or otherwise permitted to be exercised by EDC by applicable law.

41. Under the terms of the Junior Note, a Required Majority means the Investors holding at least 50% of the aggregate outstanding principal amount of the Notes, which must include EDC for so long as it remains collateral agent under the Junior Note GSA (defined below). As of April 17, 2026, EDC held over 50% of the outstanding principal amount of the Notes and thus did not require any further consents to exercise its default rights under the Junior Note.

42. The Notes each provide that an Event of Default occurs where, among other events:

- (a) Synaptive becomes insolvent or admits in writing its inability to pay its Indebtedness (as defined under the Notes) generally as it becomes due; and
- (b) Synaptive ceases or threatens to cease to carry on all or a substantial part of its business.

The GSAs

43. As security for the payment and performance of the obligations owing under the Senior Note (the “**Senior Note Obligations**”), Synaptive executed a senior general security agreement in favour of EDC dated as of June 26, 2025 (the “**Senior Note GSA**”). A copy of the Senior Note GSA is attached as **Exhibit “I”**.

44. Further, as security for the payment and performance of the obligations owing under the Junior Note (the “**Subordinate Note Obligations**”), Synaptive executed a subordinate general security agreement in favour of EDC dated as of June 26, 2025 (the “**Junior Note GSA**” and together with the Senior Note GSA, the “**GSAs**”). A copy of the Junior Note GSA is attached as **Exhibit “J”**.

45. Pursuant to the terms of the GSAs, Synaptive, among other things, mortgaged, charged, and granted to EDC a security interest in all of Synaptive’s present and after-acquired personal property.

46. The Notes and the GSAs expressly give EDC the right, among other remedies, to appoint a receiver upon default by Synaptive under the Notes.

PPSA Registrations

47. EDC’s security interests created by the GSAs are perfected by registrations under the PPSA. A copy of the Ontario Personal Property Security Registration System search results (currency dated April 19, 2026) (the “**PPSA Search Results**”) disclosing financing statements registered against Synaptive in favour of EDC is attached as **Exhibit “K”**.

48. The PPSA Search Results also disclose the following active financing statements registered by third parties against Synaptive:

- (a) There are four financing statements registered in favour of De Lage Landen Financial Services Canada Inc. Three of those financing statements have collateral classifications of “Equipment”, “Accounts”, and “Other”, and appear to be in respect of certain office equipment. One of those financing statements has collateral classifications of “Equipment”, “Accounts”, “Other”, and “Motor Vehicle Included”, and appears to be in respect of a motor vehicle.
- (b) There is one financing statement registered in favour of Hewlett-Packard Financial Services Canada Company with collateral classifications of “Inventory”, “Equipment”, “Accounts”, and “Other”, and which appears to be in respect of certain office equipment.
- (c) There is one financing statement registered in favour of Constantine Zachos with collateral classifications of “Inventory”, “Equipment”, “Accounts”, “Other” and “Motor Vehicle Included”. I understand that Mr. Zachos is a holder of the Junior Note.
- (d) There is one financing statement registered in favour of Royal Bank of Canada (“**RBC**”) with collateral classifications of “Accounts” and “Other”. I understand that Synaptive holds credit card facilities with RBC.

49. I am advised by Mr. Stephenson that the above-noted parties will be provided with notice of this application.

*The Subordination Agreement*

50. Synaptive, EDC in its capacity as holder of the Senior Note (“**Senior Holder**”), and EDC in its capacity as collateral agent for the Subordinate Parties (as defined therein) are also parties to a subordination, intercreditor, and collateral agency agreement dated as of June 26, 2025 (the “**Subordination Agreement**”, and together with the Notes and the GSAs, the “**EDC Loan Documents**”). A copy of the Subordination Agreement is attached as **Exhibit “L”**.

51. The Subordination Agreement provides, among other things, that:

- (a) each of the Subordinate Investors (as defined therein) irrevocably appointed and authorized EDC as the collateral agent for the Subordinate Investors to act on its behalf as the subordinate collateral agent;
- (b) The Subordinate Note Obligations, as and when due and payable, whether at maturity, by acceleration or otherwise, shall be wholly postponed and subordinated to the Senior Note Obligations; and
- (c) All liens and collateral held on behalf of any Subordinate Party as security for the Subordinate Note Obligations shall be wholly postponed and subordinated and junior in all respects to the Senior Note Security.

**Synaptive’s Financial Difficulties and EDC’s Demands**

52. Following the closing of the Transaction, Synaptive has continued to face cash flow issues. While the Subscription Agreement contemplated an equity raise by Synaptive of at least USD \$22,500,000, Synaptive was only able to raise approximately USD \$12.8 million before

closing. EDC waived the closing condition on the understanding that Synaptive would raise the difference post closing. Synaptive was ultimately unsuccessful in raising any additional amounts.

53. Over the last several months, Synaptive's liquidity challenges have reemerged. On March 26, 2026, Synaptive delivered a cash flow forecast to EDC that projected that Synaptive would deplete its cash reserves in or around the week of April 17, 2026.

54. In or around the beginning of April 2026, Synaptive began working with Richter to identify potential financing options and other initiatives to address Synaptive's liquidity concerns. EDC has remained in regular discussion with Richter regarding those options.

55. EDC is aware that, in early April, certain investors came forward with a proposal to inject additional equity into Synaptive. While EDC was never provided with a term sheet or other definitive terms in respect of such equity injection, EDC understands that the equity injection was contemplated in the context of a further CCAA proceeding, either to be funded by EDC or to be funded by the investors through debtor-in-possession financing that would rank in priority to the indebtedness owing under the Notes. EDC was not prepared to finance further CCAA proceedings or to have its interests subordinated in the manner proposed above. EDC understands that the lack of funding was one of the reasons the investors were no longer prepared to proceed with their proposed equity injection.

56. On or around April 16, 2026, Synaptive acknowledged that it would be unable to meet its ongoing payroll obligations and would furlough the majority of its employees by April 17, 2026. EDC was also informed by Richter that the directors of Synaptive intended to resign in

light of concerns regarding payroll obligations and that the directors were prepared to assign Synaptive into bankruptcy on or around April 17, 2026 prior to their resignation.

57. Synaptive was also in default of its obligations under the Notes because it was insolvent, admitted in writing its inability to pay its Indebtedness (as defined under the Notes) as it becomes due, and threatened to cease to carry on all or a substantial part of its business, as a result of the Defaults described above.

58. On April 17, 2026, Fasken issued separate demand letters to Synaptive, on behalf of EDC, notifying Synaptive of certain Defaults, demanding repayment of the Indebtedness owing under the Senior Note and the Junior Note, and enclosing 244 Notices (the “**Demand Letters**”). Copies of the Demand Letters are collectively attached as **Exhibit “M”**.

59. Synaptive has waived the ten (10) day notice period prescribed by the 244 Notices (the “**Waivers**”) and has consented to the issuance of the Receivership Order (the “**Consent to Order**”). A copy of the Waivers and the Consent to Order are attached as **Exhibits “N”** and “**O**”, respectively.

60. Since delivering the Demand Letters and 244 Notices, certain of Synaptive’s employees have come forward with a potential transaction that would result in an equity injection of approximately USD \$6,000,000. The employees are working with Richter to determine the terms of the potential transaction, and I have been advised by Richter that the employees have now retained counsel.

61. It is anticipated that a reverse vesting transaction structure will be needed to make any such transaction viable for the same reasons that this structure was needed in the CCAA Proceeding.

**Urgent Appointment of the Receiver is Appropriate**

62. As set forth above, Synaptive is in default of its obligations to EDC under the Notes. As of the date of this affidavit, Synaptive remains in default of those obligations.

63. Synaptive is facing an imminent liquidity crisis. EDC is of the view that the urgent appointment of the Receiver by this Court is an expedient and appropriate remedy to preserve and realize the value of the Property, for the following reasons:

- (a) Synaptive has advised that it has or will soon run out of cash and may imminently make an assignment into bankruptcy, which will likely eliminate the prospect of a going-concern sale and would erode the value of the Property.
- (b) The appointment of the Receiver is necessary in order to address the resignation of the board of directors of Synaptive. All directors except Eric Schultz have resigned, and Mr. Schultz has also indicated that he intends to resign imminently. The absence of any directors at Synaptive could deteriorate the value of the Property if, for example, there are no remaining directors or officers who can ensure that Synaptive's IP registrations do not lapse.
- (c) The appointment of the Receiver will provide an opportunity to further explore the proposed transaction from certain employees of Synaptive and the further equity injection contemplated therein.

(d) EDC is of the view that a realization process in the context of a receivership will result in greater value for all stakeholders than compared to a liquidation scenario in a bankruptcy proceeding. For reasons similar to those noted in the CCAA Proceedings, it is expected that a reverse vesting structure may also be necessary to effect a transaction in the proposed receivership proceedings, particularly in light of the multiple licenses held by Synaptive and to preserve Synaptive's tax attributes.

(e) The Property is encumbered by the registered interests of multiple secured parties. EDC is of the view that it would be beneficial to all parties for the Property to be sold in a transparent, court-supervised process.

64. In EDC's view, the urgent appointment of the Receiver is necessary to address Synaptive's liquidity crisis and to address an impending governance gap at the board level.

65. EDC is entitled to appoint the Receiver pursuant to the terms of the Notes and GSAs.

66. EDC has issued the 244 Notices and Synaptive has waived the ten (10) day notice period. Synaptive has also consented to the appointment of the Receiver.

67. Richter has consented to its appointment as Receiver. A copy of Richter's consent to act is attached as **Exhibit "P"**.

68. EDC has included a provision in the proposed Receivership Order that empowers the Receiver, if appointed, to file an assignment in bankruptcy on behalf of Synaptive, or to consent

to the making of a bankruptcy order against Synaptive. I understand that, in the absence of a transaction, the Receiver would pivot to a liquidation of the Property. A bankruptcy would facilitate the liquidation and minimize the costs associated therewith.

69. I understand that McMillan LLP, legal counsel for Richter, is currently in the process of reviewing EDC's security and that its security opinion will be finalized prior to the hearing in respect of this application.

70. Finally, the Receivership Order sought in this application also empowers the Receiver, if appointed, to borrow funds on a priority basis under receiver's certificates in a total principal sum of up to \$400,000, on the usual terms, to fund the costs of the receivership. I am advised by Karen Kimel, a Senior Vice President at Richter, that there will be expenditures in the interim period, including rent for May, costs associated with IP registrations and renewals, payments to independent contractors, and insurance premiums, for which the Receiver will likely not have sufficient funds at its disposal.

71. I am also advised by Ms. Kimel that the proposed borrowing authority and borrowing charge would permit the Receiver to maintain the status quo and preserve the opportunity for a going-concern solution during an anticipated three-week period. If no offer is received to act as a stalking horse in a sale process by the end of that three-week period, it is anticipated that the receivership will transition from a sale process to a liquidation.

**SWORN** by Jessica Markic of the City of Toronto in the Province of Ontario, before me on April 24, 2026 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Signed by:

*Julia (Yun Ji) Chung*

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Commissioner for Taking Affidavits  
(or as may be)

**JULIA CHUNG (LSO: 90012D)**

Signed by:

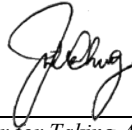
*Jessica Markic*

1951347DB6EE421...

(Signature of deponent)

**JESSICA MARKIC**

This is **Exhibit “A”** referred to in the Affidavit of Jessica Markic sworn before me this 24<sup>th</sup> day of April, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*  
Julia Chung (LSO # 90012D)



## Profile Report

SYNAPTIVE MEDICAL INC. as of April 20, 2026

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	SYNAPTIVE MEDICAL INC.
Ontario Corporation Number (OCN)	1872530
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	April 30, 2012
Registered or Head Office Address	5055 Satellite Drive, Unit 1, Mississauga, Ontario, L4W5K7, Canada

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Minimum Number of Directors 1  
Maximum Number of Directors 10

**Active Director(s)**

**Name** JOSHUA BERNSTOCK  
**Address for Service** 5055 Satellite Drive, Unit 1, Mississauga, Ontario, L4W5K7,  
Canada  
**Resident Canadian** No  
**Date Began** June 26, 2025

**Name** ERIC SCHULTZ  
**Address for Service** 5055 Satellite Drive, Unit 1, Mississauga, Ontario, L4W5K7,  
Canada  
**Resident Canadian** No  
**Date Began** June 26, 2025

**Name** MICHAEL TEACHER  
**Address for Service** 5055 Satellite Drive, Unit 1, Mississauga, Ontario, L4W5K7,  
Canada  
**Resident Canadian** No  
**Date Began** August 07, 2025

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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**Active Officer(s)**

**Name** MAGNUS MOMSEN  
**Position** Chief Financial Officer  
**Address for Service** 5055 Satellite Drive, Unit 1, Mississauga, Ontario, L4W5K7,  
Canada  
**Date Began** January 10, 2022

**Name** DYLAN WHITE  
**Position** Secretary  
**Address for Service** 5055 Satellite Drive, Unit 1, Mississauga, Ontario, L4W5K7,  
Canada  
**Date Began** February 19, 2021

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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**Corporate Name History**

**Name**

SYNAPTIVE MEDICAL INC.

**Effective Date**

April 30, 2012

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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### Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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### Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

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*V. Quintanilla W.*

Director/Registrar

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## Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: DYLAN WHITE	April 01, 2026
CIA - Notice of Change PAF: DYLAN WHITE	August 15, 2025
CIA - Notice of Change PAF: JOSHUA BERNSTOCK	June 26, 2025
BCA - Articles of Reorganization	June 26, 2025
CIA - Notice of Change PAF: HARLEY CHOMMANY	May 02, 2024
Annual Return - 2022 PAF: DYLAN WHITE	August 31, 2023
CIA - Notice of Change PAF: DYLAN WHITE	April 27, 2023
CIA - Notice of Change PAF: DYLAN WHITE	February 17, 2023
BCA - Articles of Amendment	February 06, 2023
Annual Return - 2021 PAF: Dylan WHITE	October 31, 2022
Annual Return - 2020 PAF: Dylan WHITE	October 31, 2022
Annual Return - 2019 PAF: Dylan WHITE	October 31, 2022
CIA - Notice of Change PAF: Matthew ATKEY	September 09, 2022
CIA - Notice of Change	March 23, 2022

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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PAF: Gloria CHIU

CIA - Notice of Change  
PAF: Gloria CHIU February 09, 2022

CIA - Notice of Change  
PAF: MATTHEW ATKEY - OTHER August 17, 2021

CIA - Notice of Change  
PAF: MATTHEW ATKEY - OTHER April 29, 2021

CIA - Notice of Change  
PAF: MATTHEW ATKEY - OTHER February 05, 2021

CIA - Notice of Change  
PAF: MATTHEW ATKEY - OTHER November 13, 2020

CIA - Notice of Change  
PAF: MATTHEW ATKEY - OTHER November 05, 2020

Annual Return - 2019  
PAF: SANDRA CLARKE - DIRECTOR September 27, 2020

Annual Return - 2018  
PAF: SANDRA CLARKE - DIRECTOR July 26, 2020

CIA - Notice of Change  
PAF: MATTHEW ATKEY - OTHER June 17, 2020

BCA - Articles of Amendment  
December 06, 2019

Annual Return - 2017  
PAF: SANDRA CLARKE - DIRECTOR July 21, 2019

Annual Return - 2018  
PAF: SANDRA CLARKE - DIRECTOR July 21, 2019

CIA - Notice of Change  
PAF: SANDRA CLARKE - OFFICER April 16, 2019

CIA - Notice of Change  
PAF: DYLAN WHITE - OTHER August 15, 2018

Annual Return - 2017  
July 22, 2018

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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PAF: PETER DANS - DIRECTOR

CIA - Notice of Change  
PAF: DANIEL MILLAR - OTHER  
October 11, 2017

CIA - Notice of Change  
PAF: DANIEL MILLAR - OTHER  
September 06, 2017

Annual Return - 2016  
PAF: PETER DANS - DIRECTOR  
July 23, 2017

BCA - Articles of Amendment  
June 30, 2017

CIA - Notice of Change  
PAF: CHRISTINA BOCK - OTHER  
April 19, 2017

CIA - Notice of Change  
PAF: CHRISTINA BOCK - OTHER  
January 06, 2017

Annual Return - 2014  
PAF: PETER DANS - DIRECTOR  
December 25, 2016

Annual Return - 2013  
PAF: PETER DANS - OFFICER  
December 25, 2016

Annual Return - 2015  
PAF: PETER DANS - DIRECTOR  
December 18, 2016

CIA - Notice of Change  
PAF: DANNY MILLAR - OTHER  
November 10, 2016

BCA - Articles of Amendment  
October 19, 2016

CIA - Notice of Change  
PAF: MATTHEW ATKEY - OTHER  
June 26, 2015

CIA - Notice of Change  
PAF: JACOB WEINSTOCK - OTHER  
January 07, 2015

Annual Return - 2012  
PAF: DAVE GALLOP - DIRECTOR  
November 09, 2013

CIA - Notice of Change  
PAF: JEAN D. DUGUAY - OTHER  
August 19, 2013

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

CIA - Initial Return  
PAF: JEAN D. DUGUAY - OTHER

May 11, 2012

BCA - Articles of Incorporation

April 30, 2012

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

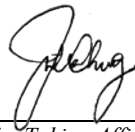
Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

*V. Quintanilla W.*

Director/Registrar

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This is **Exhibit “B”** referred to in the Affidavit of Jessica Markic sworn before me this 24<sup>th</sup> day of April, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**Julia Chung (LSO # 90012D)**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) WEDNESDAY, THE 19th  
JUSTICE OSBORNE )  
DAY OF MARCH, 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 SYNAPTIVE MEDICAL INC.

(the “**Applicant**”)

**INITIAL ORDER**

**THIS APPLICATION**, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) for this Initial Order was heard this day by judicial videoconference via Zoom.

**ON READING** the affidavit of Magnus Momsen sworn March 18, 2025 and the exhibits thereto (the “**Momsen Affidavit**”) and the Pre-Filing Report of Richter Inc. (“**Richter**”) as the proposed monitor dated March 18, 2025, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, the proposed monitor and the other parties listed on the counsel slip, and no one appearing for any other party although duly served as appears from the affidavit of service of Elizabeth Nigro sworn March 18, 2025, and on reading the consent of Richter to act as the Court-appointed monitor of the Applicant (in such capacity, the “**Monitor**”),

## **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings given to them in the Momsen Affidavit.

## **APPLICATION**

3. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

## **POSSESSION OF PROPERTY AND OPERATIONS**

4. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, licenses, 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, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and the Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.
5. **THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system currently in place as described in the Momsen Affidavit or

replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. **THIS COURT ORDERS** that, subject to the terms of the Definitive Documents (as defined below), the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the date of this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable prior to, on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

7. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein and subject to the terms of the DIP Term Sheet, the Applicant shall be entitled but not required to pay

all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after the date of this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers' insurance) and software, regulatory and intellectual property maintenance; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

8. **THIS COURT ORDERS** that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of: (i) employment insurance; (ii) Canada Pension Plan; (iii) Quebec Pension Plan; and (iv) income taxes and all other amounts related to such deductions or employee wages payable for periods following the Initial Filing Date pursuant to the *Income Tax Act*, the *Canada Pension Plan*, the *Employment Insurance Act* or similar provincial statutes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior

to the date of this Order but not required to be remitted until on or after the date of this Order; and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

9. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease, but for greater certainty excluding accelerated rent or penalties, fees or other charges as a result of the insolvency of the Applicant or the making of this Order) or as otherwise may be negotiated between the Applicant and the landlord from time to time (“**Rent**”), for the period commencing from and including the date of this Order, monthly in payments on the first day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. **THIS COURT ORDERS** that, except as specifically permitted herein (including, for greater certainty, in connection with the Definitive Documents), the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of the

Applicant's Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

#### **NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY**

11. **THIS COURT ORDERS** that until and including March 26, 2025 (the "**Initial Stay Period**"), or such later date as this Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

12. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall: (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

## **NO INTERFERENCE WITH RIGHTS**

13. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, term sheet, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

## **CONTINUATION OF SERVICES**

14. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

## **NON-DEROGATION OF RIGHTS**

15. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any

Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

#### **NO PRE-FILING VS POST-FILING SET-OFF**

16. **THIS COURT ORDERS** that no Person (including without limitation any account bank that provides a Cash Management System) shall be entitled to set off (or exercise any right of consolidation in respect of) any amounts that: (a) are or may become due to the Applicants in respect of obligations arising prior to the date hereof with any amounts that are or may become due from Applicants in respect of obligations arising on or after the date of this Order; or (b) are or may become due from the Applicants in respect of obligations arising prior to the date hereof with any amounts that are or may become due to the Applicants in respect of obligations arising on or after the date of this Order, in each case without the consent of the Applicant and the Monitor, or with leave of this Court.

#### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

17. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise, arrangement or refinancing or sale transaction in respect of the Applicant, the Business or the Property, if one is filed, is sanctioned or approved by this Court or is refused by the creditors of the Applicant or this Court.

## **DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE**

18. **THIS COURT ORDERS** that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, 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.

19. **THIS COURT ORDERS** that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1,100,000, as security for the indemnity provided in paragraph 18 of this Order. The Directors' Charge shall have the priority set out in paragraphs 37 and 39 herein.

20. **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 Directors' Charge; and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' 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 18 of this Order.

## **APPOINTMENT OF MONITOR**

21. **THIS COURT ORDERS** that Richter is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps

taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

22. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicant, to the extent required by the Applicant, in its dissemination to the DIP Lender (as defined below) and its counsel, on the intervals set out in the DIP Term Sheet or as may otherwise be agreed between the Applicant, the Monitor and the DIP Lender, of financial and other information as agreed to between the Applicant and the DIP Lender which may be used in these proceedings, all as set out in the DIP Term Sheet;
- (d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender under the DIP Term Sheet, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel in accordance with the DIP Term Sheet, or as otherwise agreed to by the DIP Lender;
- (e) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant,

to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;

(f) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(g) perform such other duties as are required by this Order or by this Court from time to time.

23. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

24. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall

not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

25. **THIS COURT ORDERS** that that the Monitor shall provide the DIP Lender and any other creditor of the Applicant with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

26. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

27. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a bi-weekly basis and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers, as applicable, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

28. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

29. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, if any, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$250,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 37 and 39 hereof.

#### **DIP FINANCING**

30. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from Export Development Canada (the "**DIP Lender**") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$1,000,000 unless permitted by further Order of this Court.

31. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the DIP facility loan agreement between the Applicant and the DIP Lender dated as of March 18, 2025 (the "**DIP Term Sheet**"), filed.

32. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, with the DIP Term Sheet, the

“**Definitive Documents**”), as may be contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is 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 Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

33. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lender’s Charge**”) on the Property, which DIP Lender’s Charge shall not secure an obligation that exists before this Order is made. The DIP Lender’s Charge shall have the priority set out in paragraphs 37 and 39 hereof.

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

- (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 Lender’s Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents, the DIP Lender may terminate the commitments under the DIP Term Sheet and declare the obligations thereunder to be immediately due and payable and refuse to permit further advances thereunder, and with leave of the Court sought on not less than two (2) days notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the Definitive Documents and the DIP Lender’s Charge, including without limitation, to set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the DIP Term Sheet, the

- Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; 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 the Applicant or the Property.

35. **THIS COURT ORDERS** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "**BIA**"), with respect to any advances made under the Definitive Documents.

36. **THIS COURT ORDERS** that if any of the provisions of this Order in connection with the Definitive Documents or the DIP Lender's 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), under the DIP Term Sheet or the Definitive Documents with respect to any advances made or obligations incurred prior to the DIP Lender being given notice of the Variation, and the DIP Lender shall be entitled to rely on this Order as issued (including, without limitation, the DIP Lender's Charge) for all advances so made and other obligations set out in the DIP Term Sheet and the Definitive Documents.

## **VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

37. **THIS COURT ORDERS** that the priorities of the Directors' Charge, the Administration Charge and the DIP Lender's Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$250,000);

Second – DIP Lender's Charge; and

Third – Directors' Charge (to the maximum amount of \$1,100,000).

38. **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.

39. **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, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

40. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Directors' Charge and the Administration Charge, or further Order of this Court.

41. **THIS COURT ORDERS** that the Charges and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) and/or the DIP Lender 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) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) 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, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicant, 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 Definitive Documents shall create or be deemed to constitute a breach by the Applicant of any Agreement to which it is 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 the Applicant entering into the Definitive Documents, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Applicant pursuant to this Order, the Definitive 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.

42. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.

#### **SERVICE AND NOTICE**

43. **THIS COURT ORDERS** that the Monitor shall: (a) without delay, publish in *The Globe and Mail (National Edition)* a notice containing the information prescribed under the CCAA; (b) within five (5) days after the date of this Order: (i) make this Order publicly available in the manner prescribed under the CCAA; (ii) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1,000; and (iii) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

44. **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/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure 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: [www.richter.ca/insolvencycase/synaptive-medical-inc](http://www.richter.ca/insolvencycase/synaptive-medical-inc).

45. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Applicant and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **COMEBACK HEARING**

46. **THIS COURT ORDERS** that the comeback motion in these CCAA proceedings shall be heard on March 26, 2025 at 12:00 p.m. EST.

#### **GENERAL**

47. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

48. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

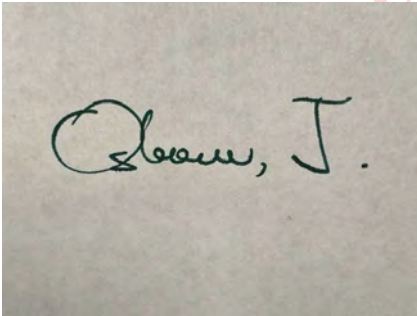
49. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other foreign jurisdiction, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in 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 the Applicant 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 the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

50. **THIS COURT ORDERS** that each of the Applicant 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 a jurisdiction outside Canada.

51. **THIS COURT ORDERS** that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

A rectangular box containing a handwritten signature in black ink that reads "Osborne, J.". The signature is written in a cursive style.

Digitally signed  
by Osborne J.

Date:

2025.03.19

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**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,  
R.S.C. 1985, c.C-36, AS AMENDED  
AND IN THE PLAN OF COMPROMISE OR ARRANGEMENT OF  
SYNAPTIVE MEDICAL INC.**

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

**Applicant**

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**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

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**INITIAL ORDER**

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**Torys LLP**

79 Wellington St. W., Suite 3000  
Box 270, TD Centre  
Toronto, ON M5K 1N2  
Fax: 416.865.7380

**Adam Slavens (LSO#: 54433J)**

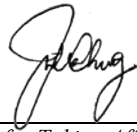
416.865.7333 | [aslavens@torys.com](mailto:aslavens@torys.com)

**Mike Noel (LSO#: 80130F)**

416.865.7378 | [mnoel@torys.com](mailto:mnoel@torys.com)

Lawyers for Synaptive Medical Inc.

This is **Exhibit “C”** referred to in the Affidavit of Jessica Markic sworn before me this 24<sup>th</sup> day of April, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**Julia Chung (LSO # 90012D)**



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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) WEDNESDAY, THE 26th  
JUSTICE OSBORNE )  
DAY OF MARCH, 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 SYNAPTIVE MEDICAL INC.

(the "**Applicant**")

**AMENDED AND RESTATED INITIAL ORDER  
(Amending and Restating Initial Order dated March 19, 2025)**

**THIS MOTION**, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order amending and restating the initial order of Justice Osborne (the "**Initial Order**") issued on March 19, 2025 (the "**Initial Filing Date**") was heard this day by judicial videoconference via Zoom.

**ON READING** the affidavit of Magnus Momsen sworn March 18, 2025 and the exhibits thereto (the "**Momsen Affidavit**"), the Pre-Filing Report of Richter Inc. ("**Richter**") as the proposed monitor dated March 18, 2025, and the First Report of Richter, in its capacity as the Court-appointed monitor of the Applicant (in such capacity, the "**Monitor**") dated March 24, 2025, filed, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, the Monitor and the other parties listed on the counsel slip, and no one appearing for

any other party although duly served as appears from the affidavits of service of Elizabeth Nigro sworn March 19 and 24, 2025,

### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is 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 in this Order and not otherwise defined herein shall have the meanings given to them in the Momsen Affidavit.

### **APPLICATION**

3. **THIS COURT ORDERS AND DECLARES** that the Applicant is a company to which the CCAA applies.

### **PLAN OF ARRANGEMENT**

4. **THIS COURT ORDERS** that the Applicant shall have the authority to file and may, subject to further Order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**Plan**”).

### **POSSESSION OF PROPERTY AND OPERATIONS**

5. **THIS COURT ORDERS** that the Applicant shall remain in possession and control of its current and future assets, licenses, 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, the Applicant shall continue to carry on business in a manner

consistent with the preservation of its business (the “**Business**”) and the Property. The Applicant is authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

6. **THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system currently in place as described in the Momsen Affidavit or replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under the Plan (if any) with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

7. **THIS COURT ORDERS** that, subject to the terms of the Definitive Documents (as defined below), the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to, on or after the Initial Filing Date:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable prior to, on or after the Initial Filing Date, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

8. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein and subject to the terms of the DIP Term Sheet, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after the Initial Filing Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers' insurance) and software, regulatory and intellectual property maintenance; and
- (b) payment for goods or services actually supplied to the Applicant following the Initial Filing Date.

9. **THIS COURT ORDERS** that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect

- of: (i) employment insurance; (ii) Canada Pension Plan; (iii) Quebec Pension Plan; (iv) income taxes and all other amounts related to such deductions or employee wages payable for periods following the Initial Filing Date pursuant to the *Income Tax Act*, the *Canada Pension Plan*, the *Employment Insurance Act* or similar provincial statutes;
- (b) all goods and services or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the Initial Filing Date, or where such Sales Taxes were accrued or collected prior to the Initial Filing Date but not required to be remitted until on or after the Initial Filing Date, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

10. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease, but for greater certainty excluding accelerated rent or penalties, fees or other charges as a result of the insolvency of the Applicant or the making of this Order) or as otherwise may be negotiated

between the Applicant and the landlord from time to time (“**Rent**”), for the period commencing from and including the Initial Filing Date, monthly in payments on the first day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the Initial Filing Date shall also be paid.

11. **THIS COURT ORDERS** that, except as specifically permitted herein (including, for greater certainty, in connection with the Definitive Documents), the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of the Initial Filing Date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of the Applicant’s Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

## **RESTRUCTURING**

12. **THIS COURT ORDERS** that the Applicant shall, subject to such requirements as are imposed by the CCAA and subject to the terms of the Definitive Documents, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$100,000 in any one transaction or \$500,000 in the aggregate;
- (b) in accordance with paragraphs 13 and 14 of this Order, vacate, abandon or quit any leased premises and/or disclaim any real property lease and any ancillary agreements relating to the leased premises in accordance with section 32 of the CCAA;

- (c) disclaim such other arrangements or agreements of any nature whatsoever with whomever, whether oral or written, as the Applicant deems appropriate, in accordance with section 32 of the CCAA;
- (d) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (e) pursue all avenues of refinancing of its Business or the Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business.

13. **THIS COURT ORDERS** that the Applicant shall provide each relevant landlord with notice of its intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days' notice to such landlord and any such secured creditors. If the Applicant disclaims a lease governing a leased premises in accordance with section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in subsection 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

14. **THIS COURT ORDERS** that if a notice of disclaimer is delivered pursuant to section 32 of the CCAA, then: (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice; and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

#### **NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY**

15. **THIS COURT ORDERS** that until and including June 20, 2025, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

16. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and

suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall: (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on; (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

### **NO INTERFERENCE WITH RIGHTS**

17. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, term sheet, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

### **CONTINUATION OF SERVICES**

18. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the Initial Filing Date are paid by the Applicant in accordance with normal payment

practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

### **NON-DEROGATION OF RIGHTS**

19. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided on or after the Initial Filing Date, nor shall any Person be under any obligation on or after the Initial Filing Date to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

### **NO PRE-FILING VS POST-FILING SET-OFF**

20. **THIS COURT ORDERS** that no Person (including without limitation any account bank that provides a Cash Management System) shall be entitled to set off (or exercise any right of consolidation in respect of) any amounts that: (a) are or may become due to the Applicants in respect of obligations arising prior to the date hereof with any amounts that are or may become due from Applicants in respect of obligations arising on or after the date of this Order; or (b) are or may become due from the Applicants in respect of obligations arising prior to the date hereof with any amounts that are or may become due to the Applicants in respect of obligations arising on or after the date of this Order, in each case without the consent of the Applicant and the Monitor, or with leave of this Court.

### **PROCEEDINGS AGAINST DIRECTORS AND OFFICERS**

21. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any

of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the Initial Filing Date and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise, arrangement or refinancing or sale transaction in respect of the Applicant, the Business or the Property, if one is filed, is sanctioned or approved by this Court or is refused by the creditors of the Applicant or this Court.

### **DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE**

22. **THIS COURT ORDERS** that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, 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 the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$1,100,000, as security for the indemnity provided in paragraph 22 of this Order. The Directors' Charge shall have the priority set out in paragraphs 42 and 44 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 Directors' Charge; and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' 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.

## **APPOINTMENT OF MONITOR**

25. **THIS COURT ORDERS** that, as of the Initial Filing Date, Richter is appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

26. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) assist the Applicant, to the extent required by the Applicant, in its dissemination to the DIP Lender (as defined below) and its counsel, on the intervals set out in the DIP Term Sheet, or as may otherwise be agreed between the Applicant, the Monitor and the DIP Lender, of financial and other information as agreed to between the Applicant

- and the DIP Lender which may be used in these proceedings, all as set out in the DIP Term Sheet;
- (d) advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender under the DIP Term Sheet, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel in accordance with the DIP Term Sheet, or as otherwise agreed to by the DIP Lender;
  - (e) advise the Applicant in its development of the Plan (if any) and any amendments to the Plan (if any);
  - (f) assist the Applicant, to the extent required by the Applicant, with holding and administering of creditors' or shareholders' meetings for voting on the Plan (if any);
  - (g) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;
  - (h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
  - (i) perform such other duties as are required by this Order or by this Court from time to time.

27. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the

Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

28. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

29. **THIS COURT ORDERS** that that the Monitor shall provide the DIP Lender and any other creditor of the Applicant with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is confidential, the Monitor shall not provide such information to

creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

30. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

31. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a bi-weekly basis and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers as applicable, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

32. **THIS COURT ORDERS** that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

33. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, if any, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property, which charge shall not exceed an aggregate amount of \$500,000, as security for their professional fees and disbursements incurred at the standard

rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 42 and 44 hereof.

## **DIP FINANCING**

34. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from Export Development Canada (the “**DIP Lender**”) in order to finance the Applicant’s working capital requirements and other general corporate purposes and capital expenditures.

35. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the DIP facility loan agreement between the Applicant and the DIP Lender dated as of March 18, 2025 (the “**DIP Term Sheet**”), filed.

36. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to borrow, in accordance with the terms of the DIP Term Sheet, provided that: (i) such borrowings shall not, individually or in the aggregate, exceed \$7,000,000 during the Stay Period; and (ii) such borrowings shall be on terms and subject to the conditions, and accrue interest at the rates, set out in the DIP Term Sheet.

37. **THIS COURT ORDERS** that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, with the DIP Term Sheet, the “**Definitive Documents**”), as may be contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is 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 Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

38. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lender’s Charge**”) on the Property, which DIP Lender’s Charge shall not secure an obligation that exists before the Initial Filing Date. The DIP Lender’s Charge shall have the priority set out in paragraphs 42 and 44 hereof.

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

- (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 Lender’s Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents, the DIP Lender may terminate the commitments under the DIP Term Sheet and declare the obligations thereunder to be immediately due and payable and refuse to permit further advances thereunder, and with leave of the Court sought on not less than two (2) days notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the Definitive Documents and the DIP Lender’s Charge, including without limitation, to set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the DIP Term Sheet, the Definitive Documents or the DIP Lender’s Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a

- receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; 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 the Applicant or the Property.

40. **THIS COURT ORDERS** that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the “**BIA**”), with respect to any advances made under the Definitive Documents.

41. **THIS COURT ORDERS** that if any of the provisions of this Order in connection with the Definitive Documents or the DIP Lender’s 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), under the DIP Term Sheet or the Definitive Documents with respect to any advances made or obligations incurred prior to the DIP Lender being given notice of the Variation, and the DIP Lender shall be entitled to rely on this Order as issued (including, without limitation, the DIP Lender’s Charge) for all advances so made and other obligations set out in the DIP Term Sheet and the Definitive Documents.

## **VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER**

42. **THIS COURT ORDERS** that the priorities of the Directors' Charge, the Administration Charge and the DIP Lender's Charge (collectively, the "**Charges**"), as among them, shall be as follows:

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

Second – DIP Lender's Charge; and

Third – Directors' Charge (to the maximum amount of \$1,100,000).

43. **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.

44. **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, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

45. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicant also obtains the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the Directors' Charge and the Administration Charge, or further Order of this Court.

46. **THIS COURT ORDERS** that the Charges and the Definitive Documents shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the “**Chargees**”) and/or the DIP Lender 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) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) 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, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Applicant, 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 Definitive Documents shall create or be deemed to constitute a breach by the Applicant of any Agreement to which it is 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 the Applicant entering into the Definitive Documents, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents; and
- (c) the payments made by the Applicant pursuant to this Order, the Definitive 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.

47. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.

### **SERVICE AND NOTICE**

48. **THIS COURT ORDERS** that the Monitor shall: (a) without delay from the Initial Filing Date, publish in *The Globe and Mail (National Edition)* a notice containing the information prescribed under the CCAA; (b) within five (5) days after the date of this Order: (i) make this Order publicly available in the manner prescribed under the CCAA; (ii) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1,000; and (iii) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

49. **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/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure 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: [www.richter.ca/insolvencycase/synaptive-medical-inc.](http://www.richter.ca/insolvencycase/synaptive-medical-inc.)

50. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Applicant and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

#### **GENERAL**

51. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

52. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

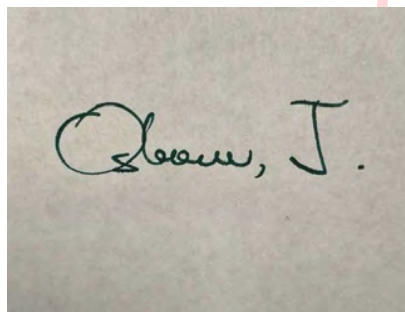
53. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other foreign jurisdiction, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in 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 the Applicant 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 the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

54. **THIS COURT ORDERS** that each of the Applicant 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 a jurisdiction outside Canada.

55. **THIS COURT ORDERS** that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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

A rectangular image showing a handwritten signature in black ink on a light-colored background. The signature reads "Osborne, J." in a cursive script.

Digitally signed  
by Osborne J.

Date:

2025.03.28

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

**AND IN THE PLAN OF COMPROMISE OR ARRANGEMENT OF  
SYNAPTIVE MEDICAL INC.**

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

**Applicant**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

**AMENDED AND RESTATED INITIAL ORDER  
(Amending and Restating Initial Order  
dated March 19, 2025)**

**Torys LLP**  
79 Wellington St. W., Suite 3000  
Box 270, TD Centre  
Toronto, ON M5K 1N2  
Fax: 416.865.7380

**Adam Slavens (LSO#: 54433J)**  
416.865.7333 | [aslavens@torys.com](mailto:aslavens@torys.com)

**Mike Noel (LSO#: 80130F)**  
416.865.7378 | [mnoel@torys.com](mailto:mnoel@torys.com)

Lawyers for Synaptive Medical Inc.

This is **Exhibit “D”** referred to in the Affidavit of Jessica Markic sworn before me this 24<sup>th</sup> day of April, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**Julia Chung (LSO # 90012D)**



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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE ) WEDNESDAY, THE 26th  
JUSTICE OSBORNE )  
DAY OF MARCH, 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 SYNAPTIVE MEDICAL INC.

(the "**Applicant**")

**SISP APPROVAL ORDER**

**THIS MOTION**, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") for an order, among other things, approving the Sale and Investment Solicitation Process in respect of the Applicant in the attached hereto as **Schedule "A"** (the "**SISP**") was heard this day by judicial videoconference via Zoom.

**ON READING** the affidavit of Magnus Momsen sworn March 18, 2025 and the exhibits thereto (the "**Momsen Affidavit**"), the Pre-Filing Report of Richter Inc. ("**Richter**") as the proposed monitor dated March 18, 2025 (the "**Pre-Filing Report**"), and the First Report of Richter, in its capacity as the Court-appointed monitor of the Applicant (in such capacity, the "**Monitor**") dated March 24, 2025 (the "**First Report**"), filed, and on hearing the submissions of counsel for the Applicant, the Monitor and the other parties listed on the counsel slip, and no one

appearing for any other party although duly served as appears from the affidavits of service of Elizabeth Nigro sworn March 19 and 24, 2025,

### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is 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 in this Order and not otherwise defined herein shall have the meanings given to them in the SISP.

### **SALE AND INVESTMENT SOLICITATION PROCESS**

3. **THIS COURT ORDERS** that the SISP (subject to any amendments thereto that may be made in accordance with the terms thereof and with the terms of this Order) be and is hereby approved and the Monitor and the Applicant are hereby authorized and directed to implement the SISP pursuant to the terms thereof and the terms of this Order. The Applicant and the Monitor are hereby authorized and directed to take any and all actions as may be necessary or desirable to implement and carry out the SISP in accordance with its terms and this Order.

4. **THIS COURT ORDERS** that the Applicant, the Monitor, and the DIP Lender and their respective affiliates, partners, directors, officers, employees, advisors, representatives, agents and controlling persons (each, a “**Protected Party**”) shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the SISP, except to the extent of such losses, claims, damages or liabilities arising or resulting from the gross negligence or wilful misconduct of a Protected Party in performing its

respective obligations or otherwise participating in the SISP, as determined by a final order of this Court.

5. **THIS COURT ORDERS** that in implementing the SISP, the Monitor shall have all of the benefits and protections granted to it under the CCAA, the Amended and Restated Initial Order dated March 26, 2025, and any other Order of this Court in the within proceeding.

6. **THIS COURT ORDERS** that, pursuant to clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS), the Applicant and the Monitor, and their respective counsel, 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 stakeholders and their advisors, but only to the extent required to provide information with respect to the SISP in these proceedings.

7. **THIS COURT ORDERS** that notwithstanding anything contained in this Order or in the SISP, the Monitor shall not take possession of the Property or be deemed to take possession of the Property.

#### **APPROVAL OF MONITOR'S REPORTS**

8. **THIS COURT ORDERS** that the Pre-Filing Report and the First 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.

#### **PROTECTION OF PERSONAL INFORMATION**

9. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and any similar legislation in any other applicable jurisdictions, the Monitor, the Applicant and each of their respective advisors are hereby authorized and permitted to disclose and transfer to prospective SISP participants that are party to a non-disclosure agreement with the Applicant (each, a “**SISP Participant**”) and their respective advisors personal information of identifiable individuals, including human resources and payroll information, records pertaining to the Applicant’s past and current employees, and information on specific customers, but only to the extent desired or required to negotiate or attempt to complete a transaction pursuant to the SISP (a “**Transaction**”). Each SISP Participant to whom such Personal Information is disclosed shall maintain and protect the privacy of 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 shall also limit the use of such information to its participation in the SISP and, if it does not complete a Transaction, shall return all such information to the Monitor or the Applicant, or, in the alternative, destroy all such information and provide confirmation of its destruction if requested by the Monitor or the Applicant. Any Successful Bidder(s) shall maintain and protect the privacy of such information and, upon closing of the Transaction(s) contemplated in the Successful Bid(s), shall be entitled to use the Personal Information provided to it that is related to the Business and/or Property acquired pursuant to the SISP in a manner that is in all material respects identical to the prior use of such information by the Applicant, and shall return all other Personal Information to the Monitor or the Applicant, or ensure that all other Personal Information is destroyed and provide confirmation of its destruction if requested by the Monitor or the Applicant.

## GENERAL

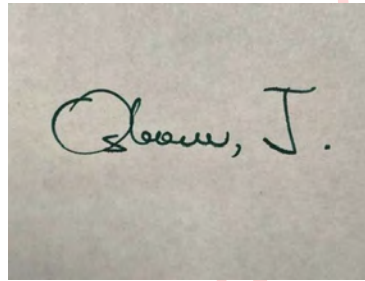
10. **THIS COURT ORDERS** that the Applicant, the Monitor or the DIP Lender may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of the powers and duties under the SISP.

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

12. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other foreign jurisdiction, to give effect to this Order and to assist the Applicant, 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 the Applicant 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 the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

13. **THIS COURT ORDERS** that each of the Applicant and the Monitor 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 Monitor is hereby 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.

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

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by Osborne J.

Date:

2025.03.28

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**SCHEDULE “A”**

**Sale and Investment Solicitation Process**

## SALE AND INVESTMENT SOLICITATION PROCESS

### Introduction

1. On March 19, 2025, Synaptive Medical Inc. (the “**Applicant**”) commenced a proceeding (the “**CCAA Proceeding**”) under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”).
2. On March 19, 2025, the Court granted an initial order that, among other things (as amended or amended and restated from time to time, the “**Initial Order**”), appointed Richter Inc. as monitor (in such capacity, the “**Monitor**”) in the CCAA Proceeding and approved a DIP Facility Loan Agreement dated as of March 18, 2025 (as amended, restated, modified, supplemented or replaced from time to time pursuant to the terms thereof, the “**DIP Term Sheet**”) between the Applicant and Export Development Canada (the “**DIP Lender**”).
3. Pursuant to an order dated March 26, 2025 (the “**SISP Approval Order**”), the Court approved a sale and investment solicitation process (the “**SISP**”) to be conducted in respect of the Business and/or Property of the Applicant in accordance with the procedures, terms and conditions set forth herein (these “**SISP Procedures**”).
4. These SISP Procedures set forth the process and procedures for: (i) soliciting bids from interested parties for executable transactions involving the Applicant’s properties, assets and undertakings (collectively, the “**Property**”, which includes the products of the Applicant (the “**Products**”)) and/or its business operations (the “**Business**”) including, without limitation, a sale of or investment in the Business, Property and/or shares of the Applicant and/or a reorganization, recapitalization, primary equity issuance or other similar transaction (the “**Opportunity**”), (ii) evaluating any such bids received (each a “**Bid**”) from any bidder in the SISP (each a “**Bidder**”), (iii) selecting any Successful Bid(s), and (iv) obtaining Court approval of any Successful Bid(s).
5. The SISP Approval Order (which includes these SISP Procedures) and any other orders of the Court made in the CCAA Proceedings relating to the SISP shall exclusively govern the process for soliciting and selecting Bids in respect of the Opportunity.
6. Unless otherwise indicated, capitalized terms used but not immediately defined are defined below.

### Role of the Monitor

7. The Monitor’s responsibilities under the SISP include:
  - (a) administering the SISP, in consultation with the Applicant and the DIP Lender as set forth herein;
  - (b) consulting with the Applicant and the DIP Lender in connection with these SISP Procedures and the closing of the transaction contemplated in the Successful Bid(s) in accordance with the provisions hereof;
  - (c) assisting the Applicant in responding to information requests, including, without limitation, by assisting the Applicant in preparing or modifying financial information, in furtherance of the SISP;

- (d) reporting to the Court in connection with the SISP and the closing of the transaction contemplated in the Successful Bid(s);
  - (e) conducting an Auction (as defined below), if necessary, in accordance with the Auction procedures contemplated herein; and
  - (f) assisting the Applicant with the closing of the transaction contemplated in the Successful Bid(s).
8. The Monitor shall post on the Monitor’s website, as soon as possible, any modification, amendment, variation or supplement to the SISP and inform Potential Bidders (defined below) reasonably impacted by any such modification, amendment, variation or supplement of same.
9. The Monitor may, in consultation with the Applicant, seek Court approval of an amendment to the SISP or may seek the Court’s directions in respect of the SISP, provided that the Applicant shall not seek approval of a material amendment to the SISP without the DIP Lender’s prior written consent.

**Milestones**

10. The following table sets out the key milestones under the SISP (the “**Milestones**”):

<b>Milestone</b>	<b>Deadline</b>
Commencement of SISP	March 26, 2025
Deadline to publish notice of SISP, deliver Teaser Letter and NDA to Known Potential Bidders	March 29, 2025
Deadline to set up the Data Room	April 2, 2025
Deadline for delivery of Insider Notices (“ <b>Insider Notice Deadline</b> ”)	April 11, 2025
Deadline for submission of Phase I LOIs (the “ <b>Phase I LOI Deadline</b> ”)	No later than 5:00 p.m. (Toronto time) on April 30, 2025
Determination of Qualified Bidders for Phase II (the “ <b>Qualification Deadline</b> ”)	No later than 5:00 p.m. (Toronto time) on May 2, 2025
Deadline for submission of Phase II Bids (the “ <b>Phase II Bid Deadline</b> ”)	No later than 5:00 p.m. (Toronto time) on May 16, 2025
Determination of Selected Bidders (the “ <b>Selected Bidder Deadline</b> ”)	No later than 5:00 p.m. (Toronto time) on May 20, 2025
Selection of the Successful Bid(s) and Back-Up Bid(s), and Notification of	No later than 5:00 p.m. (Toronto time) on May 23, 2025

Auction (if any) (“ <b>Successful Bidder / Auction Notice Deadline</b> ”)	
Auction Date (if required)	May 27, 2025
Deadline for finalizing transaction documents based on Successful Bid(s)	June 3, 2025
Filing of motion to approve the Successful Bid(s)	No later than 5:00 p.m. (Toronto time) on June 5, 2025
Hearing of the Sale Approval Motion	No later than June 13, 2025, subject to the availability of the Court
Outside Date for the Closing of the Successful Bid(s) (the “ <b>Outside Date</b> ”)	June 20, 2025

11. Subject to any order of the Court, the Milestones may be amended or extended by the Monitor, in consultation with the Applicant and with the prior written consent of the DIP Lender, provided that such extensions in aggregate shall not exceed two (2) weeks.

**Solicitation of Interest; Notice of the SISP**

12. As soon as reasonably practicable, but, in any event, by no later than March 29, 2025, the Monitor shall:
- (a) in consultation with the Applicant, prepare a list of potential bidders, including: (i) parties that have approached the Applicant or the Monitor indicating an interest in the Opportunity; (ii) local and international strategic and financial parties who the Monitor, in consultation with the Applicant, believes may be interested in the Opportunity; and (iii) parties that showed an interest in the Applicant, its Business, and/or its Property by way of previous, out-of-court strategic reviews and/or sales processes, in each case whether or not such party has submitted a letter of intent or similar document (collectively, the “**Known Potential Bidders**”);
  - (b) cause a notice of the SISP (and such other relevant information that the Monitor, in consultation with the Applicant and the DIP Lender, considers appropriate) (the “**Notice**”) to be published in *The Globe and Mail (National Edition)* and any other newspaper or journal as the Monitor, in consultation with the Applicant and the DIP Lender, considers appropriate, if any;
  - (c) cause a press release to be issued with Canada Newswire or a comparable newswire entity setting out the information contained in the Notice and such other relevant information that the Monitor, in consultation with the Applicant and the DIP Lender, considers appropriate;
  - (d) prepare: (i) in consultation with the Applicant and the DIP Lender, a process summary (the “**Teaser Letter**”) describing the Opportunity, outlining the process under the SISP and inviting recipients of the Teaser Letter to express their interest pursuant to the SISP; and

- (ii) a non-disclosure agreement in form and substance satisfactory to the Monitor and the Applicant and as approved by the DIP Lender which shall inure to the benefit of any purchaser of the Business or Property or any part thereof (an “NDA”); and
- (e) cause the Teaser Letter and NDA to be sent to each Known Potential Bidder and to any other party who requests a copy of the Teaser Letter and NDA or who is identified to the Monitor as a potential bidder as soon as reasonably practicable after such request or identification, as applicable.

### **Potential Bidders and Due Diligence Materials**

13. Any party who wishes to participate in the SISP (a “**Potential Bidder**”) must provide to the Monitor: (a) an executed NDA; (b) a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect principals of the Potential Bidder, as well as a signed copy of the SISP confirming the Potential Bidder’s commitment to comply with the SISP; and (c) any other information that the Monitor may reasonably request.
14. As soon as practicable, but, in any event, by no later than April 2, 2025, a confidential virtual data room (the “**Data Room**”) will be made available by the Monitor to each Potential Bidder who has satisfied the conditions set forth in paragraph 13 above and is otherwise deemed suitable to participate in the SISP by the Monitor in consultation with the Applicant and DIP Lender. The Data Room will contain due diligence materials and information relating to the Applicant, the Property and the Business as the Monitor, in consultation with the Applicant and the DIP Lender, deems appropriate, and may also include management presentations and other matters which a Potential Bidder may reasonably request and as to which the Monitor, in its judgment and in consultation with the Applicant and the DIP Lender, may agree. The Monitor will designate one or more representatives to coordinate all reasonable requests for additional information and due diligence access from Potential Bidders and the manner in which such requests must be communicated. Neither the Monitor nor the Applicant will be obligated to furnish any information relating to the Applicant, the Property or the Business to any person other than as is expressly provided for in the SISP. Furthermore, and for the avoidance of doubt, selected due diligence materials may be withheld from certain Potential Bidders if the Monitor, in consultation with the Applicant and the DIP Lender, determines that such access could negatively impact the fairness or integrity of the SISP, the ability to maintain the confidentiality of the confidential information subject to the NDA, the Business or the Property or the realizable value thereof.
15. Certain commercially sensitive information regarding the Applicant, the Business and/or Property, which may include, without limitation, copies of material customer and vendor agreements, details of the equity and capital structure of the Business, trade secrets or proprietary information relating to the Products, and meetings and communications with management and key employees (the “**Additional Confidential Information**”) will not be included in the Data Room and will be made available only to those Bidders who are designated as Qualified Bidders and intend to participate in Phase II of the SISP.
16. No representation or warranty is made as to the accuracy or completeness of the information in the Data Room. Potential Bidders and Bidders must rely solely on their own independent review, investigation and/or inspection of all such information and of the Property and the Business in connection with their participation in the SISP and any transaction they enter into with the Applicant in connection therewith. None of the Monitor, the Applicant, the DIP Lender, or any of their respective directors, officers, employees, agents, representatives, advisors or estates shall be

responsible for, and none of them will bear any liability with respect to, any information obtained by any person in connection with the SISP or the Opportunity.

17. Without limiting the generality of any term or condition of any NDA, and unless otherwise expressly agreed to by the Monitor or ordered by the Court, no Potential Bidder or Bidder shall be permitted to have any discussions with: (a) any counterparty to any contract with the Applicant (or any of them), any secured creditor of the Applicant, any current or former director, manager, shareholder, officer, member or employee of the Applicant (or any of them), other than in the normal course of business and wholly unrelated to the SISP and the Opportunity; or (b) any other Potential Bidder or Bidder regarding the SISP or the Opportunity or any Bids submitted or contemplated to be submitted pursuant thereto. In the event that the Monitor consents to any such discussion pursuant to the terms hereof, such discussion shall be made in the presence of the Monitor.

### **Phase I – Submission of Non-Binding Letters of Intent**

18. If a Potential Bidder wishes to submit a Bid, it must deliver a non-binding letter of intent (a “**Phase I LOI**”) that complies with all of the following requirements to the Monitor at the address specified in Schedule “1” attached hereto (including by email) so as to be received by the Monitor no later than 5:00 p.m. (Toronto Time) on April 30, 2025 (i.e., the Phase I LOI Deadline) or such other date or time as may be agreed by the Monitor, in consultation with the Applicant and with the prior written consent of the DIP Lender:
- (a) it has been duly executed by all required parties;
  - (b) it is received by the Phase I LOI Deadline;
  - (c) it provides written evidence, satisfactory to the Monitor, in consultation with the Applicant and the DIP Lender, of the Potential Bidder’s ability to fully fund and consummate the transaction within the timeframe contemplated by the SISP and to satisfy any obligations or liabilities to be assumed on closing of the transaction, including without limitation, a specific indication of the sources of capital;
  - (d) it identifies all proposed 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, any necessary finding or equity injections required, and an anticipated timeframe and any anticipated impediments for obtaining such approvals, along with information sufficient for the Monitor, in consultation with the Applicant and the DIP Lender, to determine that these conditions are reasonable and appropriate;
  - (e) it: (i) identifies the Potential Bidder and representatives thereof who are authorized to appear and act on behalf of the Potential Bidder for all purposes regarding the transaction; and (ii) fully discloses the identity of each entity or person that will be sponsoring, participating in or benefitting from the transaction contemplated by the Phase I LOI;
  - (f) it provides an outline of the due diligence completed to the date of submission of the Phase I LOI and any additional due diligence required to be conducted in order to submit a Phase II Bid;
  - (g) it clearly indicates:

- (i) that the Potential Bidder is seeking to acquire all, substantially all or a portion of the Property and/or Business, whether through an asset purchase agreement, a share purchase pursuant to a vesting order or a reverse vesting order (a “**Sale Proposal**”); and/or
  - (ii) that the Potential Bidder is offering to make an investment in, restructure, reorganize, recapitalize or refinance the Applicant or its Business (an “**Investment Proposal**”);
- (h) in the case of a Sale Proposal, it identifies or contains the following:
- (i) the purchase price or price range in Canadian or United States dollars and a description of any non-cash consideration, including any future royalty payments or other deferred payment, and key assumptions supporting the valuation;
  - (ii) if the purchase price involves a royalty, earn-out or other deferred payment, the Sale Proposal shall include a description of the Potential Bidder’s proposal and/or commitments for and relating to obtaining necessary regulatory approvals and the Potential Bidder’s commercialization strategy, manufacturing capabilities, proposed sale milestones and minimum sale amounts, budget and/or commitment for capital expenditures, direct marketing and sales initiatives and support and proposed product positioning within the Potential Bidder’s current product portfolio;
  - (iii) any contemplated purchase price adjustment;
  - (iv) whether the Potential Bidder wishes to purchase the shares or the Property;
  - (v) a description of the specific assets that are expected to be subject to the transaction and any assets expected to be excluded;
  - (vi) a description of those liabilities and obligations (including operating liabilities) which the Potential Bidder intends to assume and such liabilities and obligations it does not intend to assume;
  - (vii) information sufficient for the Monitor, in consultation with the Applicant and the DIP Lender, to determine that the Potential Bidder has the sufficient ability to satisfy and perform any liabilities or obligations assumed pursuant to subparagraph (vi) above;
  - (viii) a description of the anticipated tax planning, if any;
  - (ix) any other terms or conditions of the Sale Proposal that the Potential Bidder believes are material to the transaction;
- (i) in the case of an Investment Proposal, it identifies or contains the following:
- (i) a description of how the Potential Bidder proposes to structure the proposed investment, restructuring, recapitalization, refinancing or reorganization, and a description of any non-cash consideration;

- (ii) the aggregate amount of the equity and/or debt investment to be made in the Business or the Applicant in Canadian or United States dollars, including the cash and non-cash component thereof, including any contemplated adjustment to the investment;
  - (iii) the underlying assumptions regarding the *pro forma* capital structure;
  - (iv) a specific indication of the sources of capital for the Potential Bidder and the structure and financing of the transaction;
  - (v) a description of the specific assets that are to be included in the transaction and any assets that are to be excluded;
  - (vi) a description of those liabilities and obligations (including operating liabilities) which the Potential Bidder intends to assume and which liabilities and obligations it does not intend to assume;
  - (vii) information sufficient for the Monitor, in consultation with the Applicant and the DIP Lender, to determine that the Potential Bidder has sufficient ability to satisfy and perform any liabilities or obligations assumed pursuant to subparagraph (vi) above; and
  - (viii) any other terms and conditions of the Investment Proposal that the Potential Bidder believes are material to the transaction;
- (j) it provides that, if such Phase I LOI is selected as a Qualified Bid, the Bidder thereunder shall immediately pay a cash deposit (the “**Phase I Deposit**”) in an amount equal to 5% of the purchase price (in the case of a Sale Proposal) or imputed value (in the case of an Investment Proposal) that shall be paid to the Monitor in trust, which Phase I Deposit shall be held and dealt with in accordance with these SISP Procedures; and
- (k) it contains such other information as may be reasonably requested by the Monitor, in consultation with the Applicant and the DIP Lender.
19. The Monitor, in consultation with the Applicant and the DIP Lender, may seek to clarify the terms of a Phase I LOI with respect to any of the requirements specified in paragraph 18 and may, in consultation with the Applicant and with the prior written consent of the DIP Lender, accept a revised and/or clarified Phase I LOI provided that the initial Phase I LOI was received prior to the Phase I LOI Deadline.
20. The Monitor, in consultation with the Applicant and with the prior written consent of the DIP Lender, may waive compliance with any one or more of the requirements specified in paragraph 18 and deem any such non-complaint Phase I LOI to be a compliant Phase I LOI.
21. The Monitor will inform the Applicant and the DIP Lender as soon as practicable of any material development in connection with submission of Phase I LOIs and will remit copies of any Phase I LOIs received to each of them.

## **Evaluation of Phase I LOIs; Selection of Qualified Bidders**

22. The Monitor, in consultation with the Applicant and the DIP Lender, shall review and consider each Phase I LOI and any other materials submitted by a Potential Bidder. A Phase I LOI will be evaluated based upon several factors, including without limitation: (a) the net value provided by the Sale Proposal or Investment Proposal; (b) the identity, circumstances and ability of the Potential Bidder to successfully complete such transactions; (c) the proposed transaction documents, (d) factors affecting the speed, certainty and value of the transaction; (e) the Property included or excluded from the proposed transactions; (f) any related restructuring costs; and (g) the likelihood of consummating such transaction, each as determined by the Monitor in consultation with the Applicant and the DIP Lender.
23. The Monitor, in consultation with the Applicant and with the prior written consent of the DIP Lender, shall notify each Potential Bidder who submitted a Phase I LOI as to whether its Phase I LOI was selected to continue to Phase II of the SISP (each, a “**Qualified Bidder**”, and the corresponding Bid being a “**Qualified Bid**”) before the Qualification Deadline or at such later time the Monitor, in consultation with the Applicant and with the prior written consent of the DIP Lender, deems appropriate. Only Qualified Bidders may continue to participate in the SISP.
24. The Monitor shall be under no obligation to accept the highest or best Phase I LOI(s) or any Phase I LOI as a Qualified Bid(s). In the event that no Qualified Bidder is selected, the Monitor, in consultation with the Applicant and with the prior written consent of the DIP Lender, may extend the Phase I LOI Deadline or may terminate the SISP.
25. Subject to any order of the Court, and notwithstanding anything to the contrary contained herein, if the DIP Lender has not approved of any Potential Bidder being designated as a Qualified Bidder by the Qualification Deadline, the SISP shall automatically terminate at such time, unless otherwise agreed to by the DIP Lender.

## **Phase II – Submission of Phase II Binding Bids**

26. Any Qualified Bidder who wishes to make a binding offer with respect to a Sale Proposal or Investment Proposal contained in its Phase I LOI shall submit a binding Bid (a “**Phase II Bid**”) in accordance with paragraph 27 below to the Monitor at the address specified in Schedule “1” hereto (including by email), which Phase II Bid shall be delivered by such Qualified Bidder by no later than 5:00 p.m. (Toronto Time) on May 16, 2025 (i.e., the Phase II Bid Deadline), or such other date or time as may be agreed by the Monitor in consultation with the Applicant and with the prior written consent of the DIP Lender.
27. A Phase II Bid must meet the following conditions:
  - (a) it has been received by the Phase II Bid Deadline;
  - (b) it must include a duly authorized and executed definitive transaction document in respect of a Sale Proposal and/or Investment Proposal and shall include, among other things:
    - (i) an acknowledgement that the Phase II Bid is not conditional upon: (A) the outcome of unperformed due diligence by the Qualified Bidder including the review of any Additional Confidential Information; (B) obtaining financing; or (C) any other material closing condition, provided that a Phase II Bid may be conditional upon the Applicant obtaining the Approval Order and receiving the required approvals

- or amendments relating to the licences required to operate the Business and/or transfer of the Products, if necessary;
- (ii) any and all conditions and approvals required to complete the closing of the transaction; and
  - (iii) all terms in respect of such Sale Proposal and/or Investment Proposal, as applicable;
- (c) either individually or in combination with other Bids that make up one Phase II Bid, it shall be an offer to purchase or make an investment in some or all of the Applicant, Property or Business and shall be consistent with the necessary terms and conditions established by the Monitor, in consultation with the Applicant and the DIP Lender, and communicated to Qualified Bidders;
  - (d) it must include a letter stating that the Qualified Bidder's offer contained in the Phase II Bid: (i) is irrevocable until approval of the Successful Bid(s) by the Court; and (ii) if such Qualified Bidder is selected as a Successful Bidder or a Back-Up Bidder, its offer shall remain irrevocable until the closing of the transaction contemplated by such Phase II Bid;
  - (e) it must include written evidence of a firm, irrevocable commitment for financing or other evidence of the Qualified Bidder's ability to consummate the proposed transaction that will allow the Monitor, in consultation with the Applicant and the DIP Lender, to make a determination as to the Qualified Bidder's financial and other capabilities to consummate the proposed transaction;
  - (f) it must include written evidence, in form and substance satisfactory to the Monitor, in consultation with the Applicant and the DIP Lender, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution and delivery of such Phase II Bid, and identification of any anticipated shareholder, regulatory or other approvals outstanding, and the anticipated process and timeframe and any anticipated impediments for obtaining such approvals;
  - (g) it must not include any request for or entitlement to any break or termination fee, expense reimbursement or similar type of payment;
  - (h) it must fully disclose the identity of each entity that will be entering into the transaction or the financing thereof, or that is otherwise participating in or benefiting from such Phase II Bid, and the direct and indirect principals thereof;
  - (i) it must include acknowledgements and representations of the Qualified Bidder that the Qualified Bidder:
    - (i) has, to its satisfaction, had an opportunity to conduct any and all due diligence regarding the Opportunity and the Applicant prior to making its Phase II Bid;
    - (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or Property in making its Phase II Bid;
    - (iii) did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding

the Business, the Property, the Opportunity, or the Applicant, or the accuracy or completeness of any information provided to or obtained by the Bidder in connection therewith, except as may be expressly stated in the definitive transaction document(s) signed by the Applicant; and

- (iv) promptly will commence any governmental or regulatory review of the proposed transaction by the applicable competition or other governmental authorities if such a review is required;
  - (j) it is accompanied by a cash deposit (the “**Deposit**”) which, in combination with the Phase I Deposit, shall be in an amount not less than 10% of the purchase price (in the case of a Sale Proposal) or imputed value (in the case of an Investment Proposal) that shall be paid to the Monitor in trust, which Deposit shall be held and dealt with in accordance with these SISP Procedures;
  - (k) contains such other information as may be reasonably requested by the Monitor in consultation with the Applicant and the DIP Lender;
  - (l) contemplates that the Qualified Bidder will bear its own costs and expenses (including legal and advisor fees) in connection with the proposed transaction, and by submitting its Phase II Bid, is agreeing to refrain from and waive any assertion or request for reimbursement on any basis; and
  - (m) contemplates and reasonably demonstrates a capacity to close the transaction set out therein on or before June 20, 2025 (i.e., the Outside Date).
28. The Monitor will inform the Applicant and the DIP Lender as soon as practicable of any material development in connection with the submission of Phase II Bids and will remit copies of any Phase II Bids received to each of them.
29. Following the Phase II Bid Deadline, the Monitor, in consultation with the Applicant and the DIP Lender, will assess the Phase II Bids received. The Monitor, in consultation with the Applicant and with the prior written consent of the DIP Lender, may designate the most advantageous Phase II Bids that comply with the requirements set forth in paragraph 27 to be “**Selected Bid(s)**” (and the Qualified Bidder(s) having made the Selected Bid(s) as “**Selected Bidder(s)**”). Only Selected Bidders shall be eligible to participate in the Auction and/or become the Successful Bidder(s). The Monitor shall advise all Qualified Bidders not designated as a Selected Bidder of such decision as soon as reasonably practicable.
30. The Monitor, in consultation with the Applicant and with the prior written consent of the DIP Lender, may waive compliance with any one or more of the requirements set out in paragraph 27 and deem such non-compliant Phase II Bid(s) to be a Selected Bid(s).
31. The Monitor, in consultation with the Applicant and with the prior written consent of the DIP Lender, may aggregate separate Selected Bids from unaffiliated Selected Bidders to create one Selected Bid.
32. The Monitor, in consultation with the Applicant and the DIP Lender, shall be entitled to discuss and negotiate the Phase II Bid(s) prior to the Phase II Bid Deadline for purposes of amending or clarifying the terms and form thereof.

33. The Monitor may, in consultation with the Applicant and the DIP Lender, following the receipt of any Phase II Bid, either independently or following a request from the Applicant or the DIP Lender, seek clarification with respect to any of the terms or conditions of such Phase II Bid and/or request and negotiate one or more amendments to such Phase II Bid before determining if the Phase II Bid should be designated as a Selected Bid pursuant to paragraph 29.
34. The Monitor shall be under no obligation to accept the highest or best Phase II Bid(s) or any Phase II Bid(s) as a Selected Bid(s). In the event that there are no Selected Bidders or that no satisfactory Phase II Bid is received, the Monitor, in consultation with the Applicant and with the prior written consent of the DIP Lender, may extend the Phase II Bid Deadline or terminate the SISP.
35. Subject to any order of the Court, and notwithstanding anything to the contrary contained herein, if the DIP Lender has not approved of any Qualified Bidder being designated as a Selected Bidder before the Selected Bidder Deadline, the SISP shall automatically terminate at such time, unless otherwise agreed to by the DIP Lender.

### **Selection of Successful Bid(s)**

36. The Monitor, in consultation with the Applicant and the DIP Lender, will review and evaluate each Selected Bid upon several factors including, without limitation: (a) the amount of consideration being offered and, if applicable, the proposed form, composition and allocation of same (it being understood that, all else being equal, cash consideration is preferable to non-cash consideration, with the value of any non-cash consideration being determined by the Monitor in its business judgment, in consultation with the Applicant and the DIP Lender); (b) the value of any assumption of liabilities or waiver of liabilities not otherwise accounted for in item (a); (c) the identity, circumstances and ability of the Selected Bidder to successfully complete such transactions and the timing thereof (including factors such as the transaction structure and execution risk, including conditions to, timing of, and certainty of closing; termination provisions; financial wherewithal to meet all commitments; and required governmental or other approvals); (d) the proposed transaction documents; (e) factors affecting the speed, certainty and value of the transaction; (f) the assets and liabilities included or excluded from the Selected Bid; (h) any related restructuring costs; (i) any synergies between the Bidder's business and the Applicant's Business; (j) the likelihood of the Court's approval of the Selected Bid as a Successful Bid; and (k) the net benefit to the Applicant and its stakeholders, each in consultation with the Applicant and the DIP Lender.
37. Following such review and evaluation, if the Monitor receives one Phase II Bid that the Monitor: (a) designates as a Selected Bid, and (b) determines with respect to such Selected Bid, that it would be appropriate to consummate the transaction contemplated therein, then the Monitor shall, in consultation with the Applicant and with the prior written consent of the DIP Lender, designate such Selected Bid as a successful bid (the "**Successful Bid(s)**"), and the Selected Bidder(s) making such Bid(s), the "**Successful Bidder(s)**"), with or without negotiation of the Selected Bid.
38. At any stage of the SISP, the Monitor, in consultation with the Applicant and the DIP Lender, may ascribe monetary values to non-monetary terms of any Bid for the purposes of assessing and/or valuing such Bids, including without limitation, the value to be ascribed to any liabilities or contracts to be assumed or not assumed.
39. If the Monitor receives multiple Phase II Bids that are designated as Selected Bids, the Monitor, in consultation with the Applicant and with the prior written consent of the DIP Lender, shall direct such Selected Bidders to participate in an Auction to be conducted and administered by the Monitor in accordance with the terms set forth in these SISP Procedures (the "**Auction**").

40. As soon as reasonably practicable and by no later than the Successful Bidder / Auction Notice Deadline, the Monitor, in consultation with the Applicant and with the prior written consent of the DIP Lender, shall advise each Selected Bidder (i) whether it has been designated as a Successful Bidder and (ii) whether an Auction will be held and, if so, the date, time, location and the rules (if any) of the Auction.
41. The Monitor shall be under no obligation to accept the highest or best Selected Bid(s) or any Selected Bid(s) as a Successful Bid(s) or a Back-Up Bid(s) or to hold an Auction. In the event that there are no Successful Bidders and no Auction is to be held, the Monitor, in consultation with the Applicant and with the prior written consent of the DIP Lender, may extend the Successful Bidder / Auction Notice Deadline or terminate the SISP.
42. Subject to any order of the Court, and notwithstanding anything to the contrary contained herein, if the DIP Lender has not (i) approved of any Selected Bidder being designated as a Successful Bidder or (ii) agreed that an Auction should be held before the Successful Bidder / Auction Notice Deadline, the SISP shall automatically terminate at such time, unless otherwise agreed to by the DIP Lender.

#### **Auction Procedure**

43. Only Selected Bidders shall be eligible to participate in the Auction. No later than 5:00 p.m. (Toronto time) on the business day prior to the Auction, each Selected Bidder must inform the Monitor whether it intends to participate in the Auction. The Monitor will promptly thereafter inform in writing, or cause to be informed in writing, each Selected Bidder who has expressed its intent to participate in the Auction (the “**Auction Participants**”) of the identity of all other Selected Bidders that have indicated their intent to participate in the Auction.
44. The Auction shall be governed by the following procedures:
  - (a) **Participation at the Auction.** Only the Monitor, the Applicant, the Auction Participants, the DIP Lender and each of their respective advisors will be entitled to attend the Auction, and only the Auction Participants will be entitled to make any subsequent Overbids at the Auction. The Monitor shall provide all Auction Participants with the details of the Initial Bid by no later than 5:00 p.m. (Toronto time) on the business day prior to the Auction;
  - (b) **No Collusion.** Each Auction Participant shall be required to confirm on the record at the Auction that: (i) it has not engaged in any collusion with respect to the Auction and the SISP; and (ii) its bid and each subsequent Overbid is a good-faith, irrevocable offer, which, if accepted by the Monitor on the record of the Auction, forms a binding agreement between the parties, and that the Auction Participant intends to consummate the proposed transaction if selected as the Successful Bidder;
  - (c) **Minimum Overbid.** The Auction shall begin with the Selected Bid(s) that represents the highest or otherwise best Selected Bid(s) as determined by the Monitor, in consultation with the Applicant and with the prior written consent of the DIP Lender (the “**Initial Bid(s)**”), and any Bid made at the Auction by an Auction Participant subsequent to the Monitor’s announcement of the Initial Bid(s) (each, an “**Overbid**”) must proceed in minimum additional increments of \$100,000, or as otherwise declared by the Monitor during the Auction with the approval of the Applicant and the DIP Lender;

- (d) **Bidding Disclosure.** The Auction shall be conducted such that all Overbids will be made and received in one group video conference, on an open basis, and all Auction Participants will be entitled to be present for all bidding with the understanding that the true identity of each Auction Participant will be fully disclosed to all other Auction Participants and that all material terms of each subsequent Bid will be fully disclosed to all other Auction Participants throughout the entire Auction; provided, however, that the Monitor, in its discretion, may establish separate video conference rooms to permit interim, technical, or clarifying discussions between the Monitor and individual Auction Participants with the understanding that all formal Overbids will be delivered in one group video conference, on an open basis;
- (e) **Bidding Conclusion.** The Auction shall continue in one or more rounds and will conclude after each Auction Participant has had and refused the opportunity to submit an Overbid with full knowledge of the then-existing highest Initial Bid(s) or Overbid(s) (as the case may be), at which time the Monitor will declare the Auction to be concluded;
- (f) **No Post-Auction Bids.** No Overbids will be considered for any purpose after the Monitor has declared the Auction to be concluded; and
- (g) **Auction Procedures.** The Monitor, in consultation with the Applicant and the DIP Lender, shall be at liberty to modify or to set additional procedural rules for the Auction as it sees fit.

45. During the Auction, the Monitor, in consultation with the Applicant and the DIP Lender, will:

- (a) review Selected Bids and Overbids, as the case may be, considering the factors set out in paragraph 36, among others; and
- (b) identify the highest or otherwise best Selected Bid or Overbid received at any given time during the Auction, and, in consultation with the Applicant and with the approval of the DIP Lender, designate the highest or otherwise best such Bid or Bids at the conclusion of the Auction as the Successful Bid(s), and the Selected Bidder(s) making such bidder the Successful Bidder(s).

### **Back-Up Bids**

46. The Monitor may conditionally accept one or more (if for distinct and compatible transactions) Selected Bids, which acceptance will be conditional upon the failure of the transaction(s) contemplated by the Successful Bid(s) to close (the “**Back-up Bid**” and the Selected Bidder making such Back-up Bid being the “**Back-Up Bidder**”).

### **Sale Approval Motion Hearing**

47. The Successful Bid(s) and any Back-Up Bid(s) shall be selected by no later than May 23, 2025 (if no Auction is held) or May 27, 2025 (if an Auction is held), and the Monitor shall provide notice of such decision to the applicable Successful Bidder(s) and Back-Up Bidder(s) as soon as reasonably practicable thereafter. The definitive documentation in respect of the Successful Bid(s) must be finalized and executed by no later than June 3, 2025 which definitive documentation shall be conditional only upon the receipt of the Approval Order(s) (as defined below) and the express conditions set out therein and shall provide that the Successful Bidder(s) shall use all reasonable efforts to close the proposed transaction by no later than the Outside Date, or such longer period as

may be agreed to by the Monitor, with the prior written consent of the DIP Lender, and the applicable Successful Bidder(s).

48. The Monitor shall apply to the Court for one or more orders (the “**Approval Motion(s)**”): (i) approving the Successful Bid(s) and any Back-Up Bid(s) and authorizing the taking of such steps and actions and completing such transactions as are set out therein or required thereby; and (ii) granting a vesting order and/or reverse vesting order to the extent that such relief is contemplated by such Bid(s), as applicable, so as to vest title to any purchased assets in the name of the applicable Bidder(s) and/or vesting unwanted liabilities out of the Applicant (collectively, the “**Approval Order(s)**”). The Approval Motion(s) will be held on a date to be scheduled by the Monitor, in consultation with the Applicant, the DIP Lender and the Successful Bidder(s) and any Back-Up Bidder(s), and confirmed by the Court, which shall use its best efforts to schedule the Approval Motion(s) by no later than June 13, 2025, subject to the Court’s availability and the terms hereof. With the consent of the Applicant, the DIP Lender and the Successful Bidder(s) and any Back-Up Bidders, the Approval Motion(s) may be adjourned or rescheduled without further notice, by an announcement of the adjourned date at the Approval Motion(s) or in a notice to the service list of the CCAA Proceedings (the “**Service List**”) prior to the Approval Motion(s). The Monitor shall consult with the Applicant, the DIP Lender and the Successful Bidder(s) and any Back-Up Bidder(s) regarding the motion materials to be filed for the Approval Application(s).
49. All the Selected Bids other than the Successful Bid(s) and the Back-Up Bid(s), if any, shall be deemed to be rejected by the Applicant on and as of the date of approval of the Successful Bid(s) by the Court with no further or continuing obligation on the Monitor to such unsuccessful Selected Bidder(s), except for the return of the Deposit pursuant to paragraph 57.
50. If a Successful Bidder(s) fails to close the transaction contemplated by the Successful Bid(s) on or before the Outside Date for any reason, then the Applicant will be deemed to have accepted the Back-Up Bid(s) and will proceed with the transaction pursuant to the terms thereof. The Back-Up Bid(s) shall remain open for acceptance until the closing of the Successful Bid(s), or such other later date as the Applicant and the Back-Up Bidder may agree, acting reasonably (the “**Back-Up Bid Expiration Date**”).

### **Participation of Secured Lenders**

51. The Monitor, in consultation with the Applicant, may, as it deems appropriate, consult with secured creditors of the Applicant throughout the SISP upon such assurances as to confidentiality as the Monitor may require. To the extent any secured creditor is or is related to a Potential Bidder, the Monitor and Applicant shall not provide such secured lender with information that might create an unfair advantage or jeopardize the integrity of the SISP unless such secured creditor irrevocably confirms in writing to the Monitor that it shall not submit or participate directly in the submission of a Bid. The DIP Lender has provided such confirmation to the Monitor and shall therefore be entitled to the consent and consultation rights provided for herein.
52. Subject to any order of the Court, and notwithstanding anything to the contrary contained herein, following the Phase II Bid Deadline: (a) the DIP Lender may support any Phase II Bid(s) by agreeing to convert its debt to equity or otherwise be treated as an unaffected creditor in the transaction proposed in such Phase II Bid; and (b) the DIP Lenders’ decision to provide any such support shall not affect any of its rights hereunder, including its consultation and consent rights.

### **Insider Participation**

53. The Monitor shall not furnish any information to any officer, director, or employee of, or other non-arms' length party in relation to, the Applicant (each such person, an "**Insider**") where the Insider's receipt of such information might create an unfair advantage or jeopardize the integrity of the SISP, unless such Insider irrevocably confirms in writing to the Monitor that he, she or it shall not submit or participate directly or indirectly in the submission of a Bid (an "**Insider Notice**"). Any Insider who delivers an Insider Notice to the Monitor by the Insider Notice Deadline shall not be entitled to participate directly or indirectly as a Potential Bidder, Qualified Bidder, Selected Bidder, or Successful Bidder in the SISP and shall thereafter be entitled to receive such updates and information regarding the status of the SISP as the Monitor deems appropriate.

### **Deposits**

54. Any Phase I Deposit or Deposit shall be held by the Monitor in a single interest bearing account designated solely for such purpose. A Deposit paid by a Successful Bidder shall be dealt with in accordance with the definitive documents for the transactions contemplated by the applicable Successful Bid. Phase I Deposits, and any interest earned thereon, paid by Phase I Bidders not selected as either a Qualified Bidder or a Selected Bidder shall be returned to such Phase I Bidder within three (3) business days of being advised that it is not a Qualified Bidder or Selected Bidder, as the case may be. Deposits, and any interest thereon, paid by Qualified Bidders not selected as either a Successful Bidder or a Back-Up Bidder shall be returned to such Qualified Bidders within three (3) business days of Court approval of the Successful Bid(s). In the case of Back-Up Bid(s), the Deposit and any interest earned thereon shall be retained by the Monitor until the Back-Up Bid Expiration Date and returned to the Back-Up Bidder within three (3) business days thereafter or, if a Back-Up Bid becomes a Successful Bid, shall be dealt with in accordance with the definitive documents for the transaction contemplated by the Back-Up Bid.

### **"As is, Where is"**

55. Except to the extent otherwise set forth in a definitive sale or investment agreement with the Successful Bidder(s), any sale of the Property or investment in the Business or the Applicant will be on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Monitor, the Applicant, or any of their respective directors, officers, employees, agents, representatives, advisors or estates, and, in the event of a sale, all of the right, title and interest of the Applicant in and to the Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, financial and monetary claims and charges, options and interests therein and thereon pursuant to Court order(s), to the extent that the Court deems it appropriate to grant such relief and except as otherwise provided in such Court order(s).

### **Further Orders**

56. At any time during the SISP, the Monitor, the Applicant or the DIP Lender may apply to the Court for advice and directions with respect to any aspect of the SISP, including, but not limited to, the continuation of the SISP or with respect to the discharge of their powers and duties hereunder.

### **Confidentiality and Access to Information**

57. Unless expressly provided for herein, participants and prospective participants in the SISP shall not be permitted to receive any information that is not made generally available to all participants relating to the number or identity of Potential Bidders, Qualified Bidders, Selected Bidders or Successful Bidder(s), or the details of any Bids submitted or the details of any confidential discussions or correspondence between the Applicant, the Monitor, the DIP Lender and such other

Potential Bidders, Qualified Bidders, Selected Bidders or Successful Bidder(s) in connection with the SISP, except to the extent that the Monitor (in consultation with the Applicant and the DIP Lender, and with the consent of the applicable Bidders) are seeking to combine separate Bids to form a Selected Bid pursuant to the terms hereof.

58. All discussions regarding a Sale Proposal, Investment Proposal or Bid in the SISP should be directed through the Monitor. Under no circumstances should the management of the Applicant be contacted directly without the prior written consent of the Monitor and the DIP Lender. For greater certainty, the Monitor shall be present at any discussions between any Potential Bidder, Qualified Bidder, Selected Bidder or Successful Bidder and the Applicant (which includes any directors, officers, employees, agents, representatives, and advisors of the Applicant), unless otherwise expressly agreed to by the Monitor and the DIP Lender. Any such unauthorized contact or communication between any Bidder and the Applicant will result in the immediate disqualification of such Bidder from the SISP, unless otherwise agreed to by the Monitor and the DIP Lender.

### **Additional Terms**

59. In addition to any other requirement of the SISP:
- (a) The Monitor shall at all times prior to the selection of the Successful Bid(s) use commercially reasonable efforts to facilitate a competitive bidding process in the SISP including, without limitation, by actively soliciting participation by persons who would be customarily identified as high potential bidders in a process of this kind or who may be reasonably proposed by any of the Applicant's stakeholders as a high potential bidder.
  - (b) Any consent, approval or confirmation to be provided by the Monitor, the Applicant or the DIP Lender hereunder is ineffective unless provided expressly 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 CCAA Proceedings or any agreement between such parties or as otherwise required at law in order to implement a Successful Bid(s). 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 (b).
  - (c) Prior to the seeking the Court's approval for any transaction or Bid contemplated by these SISP Procedures, the Monitor will provide a report to the Court regarding the SISP and the Successful Bid(s) and any Back-Up Bid(s), parts of which may be filed under seal, including in respect of any and all Bids received.
60. The Monitor shall oversee and conduct the SISP in all respects, and, without limitation to that supervisory role, the Monitor will participate in the SISP in the manner set out in the SISP Order, including these SISP Procedures, the Initial Order and any other orders of the Court, and is entitled to receive all information in relation to the SISP. In the event that there is disagreement as to the interpretation or application of the SISP, the Court will have the jurisdiction to hear and resolve such dispute.
61. The SISP does not and will not be interpreted to create any liability, obligation, contractual or other legal relationship between the Monitor, the Applicant, and/or the DIP Lender on the one hand, and any Potential Bidder, Qualified Bidder, Selected Bidder, Successful Bidder and/or any other party on the other hand, other than as specifically set forth in a definitive agreement executed by the Applicant with the approval of the Monitor and the DIP Lender.

62. Without limiting the generality of the preceding paragraph, none of the Monitor, the Applicant, nor the DIP Lender shall have any liability or obligation whatsoever to any person or party (including to one another), including, without limitation, any Potential Bidder, Qualified Bidder, Selected Bidder, Successful Bidder, or any other creditor or other stakeholder of the Applicant, for any act or omission related to the process contemplated by these SISP Procedures. By submitting a Phase I LOI and/or a Phase II Bid, each respective interested party shall be deemed to have agreed that it has no claim against the Monitor, the Applicant, or the DIP Lender for any reason whatsoever in relation to the SISP or the Opportunity, other than as specifically set forth in a definitive agreement executed by the Applicant with the approval of the Monitor and the DIP Lender.
63. Participants in the SISP are responsible for all costs, expenses and liabilities, including, without limitation, finder's fees, broker's fees or any similar fees, incurred by them in connection with the submission of any Phase I LOI or Phase II Bid, due diligence activities, the Auction and any further negotiations or other actions whether or not they lead to the consummation of a transaction. Neither the Monitor, the Applicant, or the DIP Lender shall be liable to any person for any claim for brokerage commission, finder's fee or like payment in respect of the consummation of any transaction arising out of or in connection with the SISP. Any such claim shall be the sole liability of the parties that submitted such Successful Bid(s) and shall not affect the consideration to be paid by the Successful Bidder(s) under the applicable Successful Bid(s).
64. Notwithstanding anything contained herein, with the consent of the DIP Lender, the Monitor may at any time: (i) remove any portion of the Property and/or Business from the SISP; (ii) bring a motion to the Court to seek approval of a sale of, or investment in, all or part of the Business whether or not such sale or investment is in accordance with the terms or timelines set out in the SISP; and (iii) establish further or other procedures for the SISP, provided that the Service List shall be advised of any material modification to these SISP Procedures.
65. The Monitor, with the prior written consent of the Applicant and the DIP Lender, and in accordance with these SISP Procedures, shall have the right to modify the SISP if, in its reasonable business judgment, such modification would enhance the process or better achieve the objectives of the SISP; provided that the Service List shall be advised of any material modification to these SISP Procedures.
66. Notwithstanding anything to the contrary in the SISP Order, including these SISP Procedures, the Applicant, in consultation with, and with the approval of, the Monitor and the DIP Lender, may attempt to negotiate a stalking horse bid (a "**Stalking Horse Bid**") prior to the commencement of the SISP to provide certainty for the Applicant during the SISP, provided, however, that the Monitor must be present for any discussions with potential stalking horse bidders and the DIP Lender must approve of any such Stalking Horse Bid, which approval can be withheld in the sole and absolute discretion of the DIP Lender. If the Applicant, in consultation with, and with the approval of, the Monitor and the DIP Lender, accepts a Stalking Horse Bid, such Stalking Horse Bid shall be subject to approval by the Court and the Applicant shall bring a motion before the Court on notice to the Service List seeking the approval of the Stalking Horse Bid which motion shall be heard by no later than the Phase I LOI Deadline, together with approval of any necessary amendments to the SISP Order, including these SISP Procedures. All Potential Bidders shall be promptly informed of any Court approval of a Stalking Horse Bid and any related amendments to the SISP.

**Schedule “1”**

**Address of Monitor**

**To the Monitor:**

Richter Inc.  
181 Bay St. #3510  
Bay Wellington Tower  
Toronto ON M5J 2T3  
Canada

Attention: Karen Kimel

Email: [kkimel@richter.ca](mailto:kkimel@richter.ca)

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

**AND IN THE PLAN OF COMPROMISE OR ARRANGEMENT OF  
SYNAPTIVE MEDICAL INC.**

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

**Applicant**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

**SISP APPROVAL ORDER**

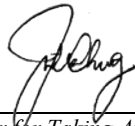
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416.865.7378 | [mnoel@torys.com](mailto:mnoel@torys.com)

Lawyers for Synaptive Medical Inc.

This is **Exhibit “E”** referred to in the Affidavit of Jessica Markic sworn before me this 24<sup>th</sup> day of April, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**Julia Chung (LSO # 90012D)**

**1001253954 ONTARIO INC.**

**AS THE PURCHASER**

**- AND -**

**SYNAPTIVE MEDICAL INC.**

**AS THE COMPANY**

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**SUBSCRIPTION AGREEMENT**

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**DATED JUNE 12, 2025**

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**Exhibit “A” - Approval and Reverse Vesting Order**

**Schedule “A” - Assumed Liabilities**

**Schedule “B” - Encumbrances to be Discharged**

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## SUBSCRIPTION AGREEMENT

This Subscription Agreement, dated as of June 12, 2025, is made by and among:

**1001253954 ONTARIO INC.,**

(the “**Purchaser**”)

- and -

**SYNAPTIVE MEDICAL INC.**, a corporation incorporated under the laws of Ontario

(the “**Company**”).

### RECITALS:

**WHEREAS** the Company is a private company, with a registered head office in Toronto, Ontario, and whose business consists primarily of the development of medical technology designed to improve surgical workflows and patient outcomes following neurosurgery and similar medical procedures;

**WHEREAS** the Company commenced a proceeding (the “**CCAA Proceeding**”) under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) and obtained an initial order from the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on March 19, 2025 as amended and restated on March 26, 2025;

**WHEREAS** the Company obtained an order (the “**SISP Order**”) from the Court on March 26, 2025, authorizing the Company to undertake a sale and investment solicitation process (the “**SISP**”) to solicit offers or proposals for a sale of or investment in respect of the Company and authorizing and directing the Monitor (as defined herein) and the Company to implement the SISP in accordance with the terms thereof;

**WHEREAS** the Monitor, in consultation with the Company, designated: (i) the Purchaser’s Phase I LOI (as defined in the SISP Procedures) as a Qualified Bid (as defined in the SISP Procedures) on May 12, 2025; and, subsequently, (ii) the Purchaser’s Phase II Bid (as defined in the SISP Procedures) as the Successful Bid (as defined in the SISP Procedures) on June 2, 2025, and accordingly, the Parties desire to consummate the Transactions (as defined herein) on the terms and subject to the conditions contained in this Agreement (as defined herein);

**WHEREAS** pursuant to the terms of the Approval and Reverse Vesting Order, (i) the Purchaser has agreed to subscribe for, and purchase from the Company, the Subscribed Shares and (ii) the Company has agreed to issue the Rollover Notes (as defined herein) to the Rollover Noteholders (as defined herein), each on the terms and conditions set out in this Agreement and in accordance with the Closing Sequence set out herein;

**NOW THEREFORE**, in consideration of the covenants and mutual promises set forth in this Agreement (including the recitals hereof) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions**

In this Agreement:

**“Administrative Expense Reserve”** means an amount not to exceed C\$9,610,000, to be paid to or retained by the Monitor on the Closing Date pursuant to Section 2.5 and held in trust by the Monitor for the benefit of Persons entitled to be paid the Administrative Expense Costs.

**“Administrative Expense Costs”** means: (a) the reasonable and documented out-of-pocket fees and costs of the Monitor and its professional advisors and the professional advisors of the Company and ResidualCo and in each case for services performed prior to and after the Closing Date, in each case, relating directly or indirectly to the CCAA Proceeding or this Agreement, including, without limitation, costs required to wind down and/or dissolve and/or bankrupt ResidualCo and costs and expenses required to administer the Excluded Assets, the Excluded Contracts, the Excluded Liabilities, and ResidualCo; and (b) amounts owing in respect of obligations secured by the CCAA Charges.

**“Administration Charge”** has the meaning given to it in the Initial Order.

**“Affiliate”** means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, the Person, and includes any Person in like relation to an Affiliate. A Person will be deemed to **“control”** another Person if the Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities, by contract or otherwise; and the term **“controlled”** will have a similar meaning.

**“Agreement”** means this Subscription Agreement, including the preamble and the Recitals, and all the Schedules attached hereto, as they may be amended, restated or supplemented from time to time in accordance with the terms hereof.

**“Applicable Law”** means, with respect to any Person, property, transaction, event or other matter, any transnational, foreign or domestic, federal, provincial, territorial, state, local or municipal (or any subdivision of them) law (including common law and civil law), constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, by-law (zoning or otherwise), Order (including any securities laws or requirements of stock exchanges and any consent decree or administrative Order) or other requirement having the force of law (**“Law”**), in each case relating or applicable to the Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

**“Approval and Reverse Vesting Order”** means an Order issued by the Court substantially in the form attached as **Exhibit “A”** to this Agreement, with such modifications as acceptable to the Purchaser, the Company, and the Monitor, each acting reasonably:

- (a) approving this Agreement and the Transactions;
- (b) vesting out of the Company all Excluded Assets, Excluded Contracts, Excluded Liabilities and Subsidiary Equity and discharging all Encumbrances to Be Discharged;
- (c) granting a permanent injunction in favour of the Company and the Purchaser in respect of any Claim relating to all Excluded Assets, Excluded Contracts, Excluded Liabilities and Subsidiary Equity and all Encumbrances to Be Discharged;
- (d) authorizing and directing the Company to file the Articles of Reorganization;
- (e) terminating and cancelling all Existing Equity as well as any agreement, contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans), or other documents or instruments governing and/or having been created or granted in connection with the share capital of the Company, if any for no consideration (other than the rights of the Purchaser under this Agreement);
- (f) authorizing and directing the Company to issue the Subscribed Shares to the Purchaser free and clear of any Encumbrances; and
- (g) authorizing and directing the Company to issue the Rollover Notes to the Rollover Noteholders.

**“Articles of Reorganization”** means articles of reorganization to change the conditions in respect of the Company’s authorized and issued share capital immediately prior to completion of the Transactions to provide for a redemption right in favour of the Company or any other provision acceptable to the Company and the Purchaser, acting reasonably, that would result in holders of Existing Equity ceasing to hold their Existing Equity on the Closing Time and receiving nil consideration (other than the rights of the Purchaser under this Agreement), which will be in form and substance satisfactory to the Purchaser, as confirmed in writing in advance of the filing thereof.

**“Assumed Liabilities”** means: (a) Liabilities specifically and expressly designated by the Purchaser as assumed Liabilities in **Schedule “A”**, as the Schedule may be amended, supplemented or restated by the Purchaser from time to time up to two Business Days prior to the Closing Date; and (b) Liabilities which relate to the Business pursuant to any Retained Contracts and Permitted Encumbrances (in each case, to the extent forming part of the Retained Assets) arising out of events or circumstances that occur after the Closing and including Liabilities in respect of the Continuing Employees except as set forth in Section 5.7.

**“Authorization”** means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Entity having jurisdiction with respect to any specified Person, property, transaction or event, or with

respect to any of the Person's property or business and affairs or from any Person in connection with any easements, contractual rights or other matters.

**"Books and Records"** means all books, records, files, papers, books of account and other financial data related to the Retained Assets and Assumed Liabilities in the possession, custody or control of the Company, including Tax Returns, sales and advertising materials, sales and purchase data, trade association files, research and development records, lists of present and former customers and suppliers, personnel, employment and other records, and all records, data and information stored electronically or digitally.

**"Business"** means the business and operations carried on by the Company in the ordinary course during the 12-month period prior to the date of this Agreement and as at the date of Closing.

**"Business Day"** means any day except Saturday, Sunday or any day on which banks are generally not open for business in Toronto, Ontario.

**"Causes of Action"** means any claims, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, choate or inchoate, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, breach of fiduciary duty, violation of local, provincial, federal, or foreign law, or breach of any duty imposed by law or in equity, including securities laws, negligence, and gross negligence; and (c) the right to object to or otherwise contest Claims.

**"Cash Consideration"** has the meaning set out in Section 2.2(a).

**"CCA"** has the meaning set out in the Recitals.

**"CCA Charges"** means the Administration Charge, the DIP Lender's Charge, and the Directors' Charge.

**"CCA Proceeding"** has the meaning set out in the Recitals.

**"CCPC"** has the meaning set out in Section 4.3.

**"Claims"** means all debts, obligations, expenses, costs, damages, losses, Causes of Action, Liabilities, Encumbrances (other than Permitted Encumbrances), accounts payable, indebtedness, contracts, leases, agreements, undertakings, claims, rights and entitlements of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise).

“**Closing**” means the completion of the Transactions in accordance with the Closing Sequence and the other provisions of this Agreement.

“**Closing Date**” means the date on which Closing occurs.

“**Closing Deliverables**” means all contracts, agreements, certificates and instruments required by this Agreement to be delivered at or before the Closing in order to effect the Transactions.

“**Closing Sequence**” has the meaning set out in Section 6.2.

“**Closing Time**” means the time on the Closing Date at which Closing occurs, as evidenced by the Monitor’s Certificate.

“**Company**” has the meaning set out in the Recitals.

“**Company Employees**” means all individuals who are employed by the Company, whether on a full-time or part-time basis, and including all individuals who are on an approved and unexpired leave of absence and all individuals who have been placed on temporary lay-off that has not expired.

“**Company Released Parties**” has the meaning set out in Section 5.8.

“**Conditions Certificates**” has the meaning set out in Section 7.4.

“**Continuing Employees**” means, collectively, the Company Employees (other than the Terminated Employees) and the Subsidiary Employees who accept offers of employment with the Purchaser (or its Affiliates).

“**Contracts**” means all contracts, agreements, deeds, licenses, leases, obligations, commitments, promises, undertakings, engagements, understandings and arrangements to which the Company is a party to or by which the Company is bound or under which the Company has, or will have at Closing, any right or liability or contingent right or liability (in each case, whether written or oral, express or implied) relating to the Business, including any Real Property Leases and any Contracts in respect of Employees.

“**Court**” has the meaning set out in the Recitals.

“**DIP Agreement**” means the DIP facility loan agreement dated March 18, 2025, between the Company and the DIP Lender, as may be amended and/or restated from time to time in accordance with its terms or replaced.

“**DIP Lender’s Charge**” has the meaning given to it in the Initial Order.

“**DIP Facility**” means the credit facility provided by the DIP Lender to the Company as part of the CCAA Proceeding, as described by the DIP Agreement.

“**DIP Lender**” means EDC, or any other lender under the DIP Facility from time to time.

“**Directors’ Charge**” has the meaning given to it in the Initial Order.

**“Discharged”** means, in relation to any Encumbrance against any Person or upon any asset, undertaking or property, including all proceeds thereof, the full, final, complete and permanent waiver, release, discharge, cancellation, termination and extinguishment of the Encumbrance against any Person or upon any asset, undertaking or property and all proceeds thereof.

**“Disclosed Personal Information”** means Personal Information that the Purchaser receives from the Company in connection with this Agreement.

**“EDC”** means Export Development Canada.

**“EDC Warrants”** means those warrants to purchase shares in the capital of the Purchaser issued by the Purchaser to EDC immediately following to the Closing Time, in the amount and substantially on the terms set out in **Schedule “L”**.

**“Employees”** means, collectively, the Company Employees and the Subsidiary Employees.

**“Encumbrances”** means all claims, Liabilities (direct, indirect, absolute or contingent), obligations, prior claims, right of retention, liens, security interests, floating charges, mortgages, pledges, assignments, conditional sales, warrants, adverse claims, charges, hypothecs, trusts, deemed trusts (statutory or otherwise), judgments, writs of seizure or execution, notices of sale, contractual rights (including purchase options, rights of first refusal, rights of first offer or any other pre-emptive contractual rights), restrictive covenants, easements, servitudes, rights of way, licenses, leases, encroachments, and all other encumbrances, whether or not they have been registered, published or filed and whether secured, unsecured or otherwise.

**“Encumbrances to Be Discharged”** means all Encumbrances on the Retained Assets, including, without limitation, the Encumbrances listed in **Schedule “B”** (as the Schedule may be amended, supplemented or restated by the Purchaser from time to time up to two Business Days prior to the Closing Date), the Administration Charge, the Directors’ Charge, and the DIP Lender’s Charge, and any other charge granted by the Court in the CCAA Proceeding, excluding only the Permitted Encumbrances.

**“Equity Interest”** means any capital share, capital stock, partnership, membership, joint venture, warrant, option or other ownership or equity interest, participation or securities (whether convertible, non-convertible, voting or nonvoting, whether preferred, common or otherwise, and including share appreciation, contingent interest or similar rights) in any Person.

**“Excluded Assets”** means: (a) all rights, covenants, obligations and benefits in favour of ResidualCo under this Agreement that survive Closing; and (b) those assets listed in **Schedule “C”**, as the Schedule may be amended, supplemented or restated by the Purchaser from time to time up to two Business Days prior to the Closing Date.

**“Excluded Contracts”** means all Contracts that are not Retained Contracts, including those Contracts listed in **Schedule “D”**, as the Schedule may be amended, supplemented or restated by the Purchaser from time to time up to two Business Days prior to the Closing Date.

**“Excluded Liabilities”** means all pre-filing Claims against the Company, including, without limitation, any amounts owing in respect of Taxes (including any Taxes arising on the transfer of

the Excluded Assets and the Excluded Liabilities to ResidualCo (other than any Taxes resulting from the application of Section 80 of the *Income Tax Act* (Canada), if any)), and all (pre and post-filing) Claims relating to or under the Excluded Contracts and Excluded Assets, Liabilities for Terminated Employees, in each case, other than Assumed Liabilities, including, among other things, the non-exhaustive list of those certain Liabilities set out in **Schedule “E”**, as the Schedule may be amended, supplemented or restated by the Purchaser from time to time up to two Business Days prior to the Closing Date. Without limiting the foregoing, Excluded Liabilities includes any Claims that are not Assumed Liabilities.

“**Existing Common Shares**” means the issued and outstanding common shares in the capital of the Company immediately prior to the Closing of the Transactions.

“**Existing Equity**” means all Equity Interests (including the Existing Common Shares) in the Company immediately prior to Closing.

“**Governmental Entity**” means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them, or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

“**GST/HST**” means all goods and services tax and harmonized sales tax imposed under Part IX of the *Excise Tax Act* (Canada).

“**Initial Order**” means the Initial Order granted by the Court on March 19, 2025 in the context of the CCAA Proceeding, as amended and restated on March 26, 2024, and as may be further amended, restated or varied from time to time.

“**Interim Period**” means the period from the date of this Agreement until the Closing Time.

“**Intellectual Property**” means: (a) all intellectual and/or industrial property in any jurisdiction, including patents, copyrights, trade-marks, industrial designs, trade names, brand names, business names and service marks (including registrations of and applications for all of the foregoing in any jurisdiction and renewals, divisions, extensions and reissues, where applicable, relating thereto); (b) all proprietary information, including trade secrets, know-how, equipment and parts lists and descriptions, instruction manuals, inventions, inventors’ notes, research data, blueprints, drawings and designs, formulae, processes, technology; and (c) all other intellectual property in any jurisdiction and in whatever form or format, of the Company, including but not limited to the list set out in **Schedule “F”**.

“**Junior Rollover Notes**” means those certain promissory notes issued to the Rollover Noteholders identified in Schedule “J” under the heading “*Junior Rollover Noteholder*”, each in the amounts and substantially on the terms set out in **Schedule “J”** and in form and substance satisfactory to EDC.

“**Law**” has the meaning set out in the definition of “**Applicable Law**”.

**“Liability”** means, with respect to any Person, any liability or obligation of a Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of the Person.

**“Material Adverse Effect”** means any change, effect, event, occurrence, state of facts or development that has or could reasonably be expected to: (a) have a material adverse effect on the business, assets, liabilities, financial conditions or results of operations of the Company, or (b) prevent the ability of the Company to perform its obligations under, or to consummate the Transactions contemplated by, this Agreement, taken as a whole; in each case except to the extent that any change, effect, event, occurrence, state of facts or development is attributable to: (i) general economic or business conditions, except to the extent such change disproportionately affects the Company relative to other participants in the industry; (ii) the credit, debt, securities, financial or capital markets in or affecting Canada, the United States or any other country or the global economy generally, or other general business, banking, financial or economic conditions (including: (A) any disruption in any of the foregoing markets; (B) any change in the currency exchange rates; or (C) any decline or rise in the price of any security, commodity, contract or index); (iii) hurricanes, tornados, floods, earthquakes, natural disasters or other acts of God or other calamities in Canada, the United States or any other country, or conditions arising from or relating to epidemics, pandemics or disease outbreaks; (iv) changes in global, national, regional, state or local political or social conditions, including the engagement and/or escalation by the United States or Canada in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States or Canada or any of their territories, possessions or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States or Canada; (v) conditions affecting generally the industry in which the Company or any of its subsidiaries participates, except to the extent such change disproportionately affects the Company relative to other participants in the industry; (vi) the public announcement of, entry into or pendency of, actions required or contemplated by or performance of obligations under, this Agreement or the Transactions, or the identity of the Parties, including any termination of, reduction in or similar adverse impact on relationships, contractual or otherwise, with any customers, suppliers, financing sources, licensors, licensees, distributors, partners, employees or others having relationships with the Company or any of its subsidiaries; (vii) changes in Applicable Law or the interpretation thereof; (viii) the imposition, or threatened imposition, of any Tariff, or any change, or threatened change, to the rate of any Tariff; (ix) any change in applicable accounting standards or other accounting requirements or principles; (x) the failure of the Company to meet or achieve the results set forth in any internal projections (but not the underlying facts giving rise to the failure unless the facts are otherwise excluded pursuant to the clauses contained in this definition); or (xi) any change resulting from compliance with the terms of, or any actions taken (or not taken) by any Party pursuant to or in accordance with, this Agreement.

**“Material Permits and Licenses”** means the permits, licenses, Authorizations, approvals or other evidence of authority issued to, granted to, conferred upon, or otherwise created for the Company, including, without limitation, those permits, licenses, Authorizations, approvals or other evidence of authority listed in **Schedule “G”**.

“**Monitor**” means Richter Inc. in its capacity as monitor of the Company in the CCAA Proceeding, and includes, as the context so requires, Richter Inc., in its capacity as monitor or trustee in bankruptcy of ResidualCo to the extent subsequently appointed.

“**Monitor’s Certificate**” means the certificate, substantially in the form attached as Schedule “A” to the Approval and Reverse Vesting Order, to be delivered by the Monitor in accordance with Section 7.4, and thereafter filed by the Monitor with the Court.

“**Order**” means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Entity.

“**Organizational Documents**” means any trust document, charter, certificate or articles of incorporation or amalgamation, articles of amendment, articles of association, articles of organization, articles of continuance, bylaws, as amended, partnership agreement or similar formation or governing documents of a Person (excluding individuals).

“**Outside Date**” means June 25, 2025, or any later date as the Parties may mutually agree.

“**Party**” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns and “**Parties**” means more than one of them.

“**Permitted Encumbrances**” means the Encumbrances related to the Retained Assets listed in Schedule “H”, as the Schedule may be amended, supplemented or restated by the Purchaser from time to time up to two Business Days prior to the Closing Date.

“**Person**” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Entity, and the executors, administrators or other legal representatives of an individual in that capacity.

“**Personal Information**” means all information relating to or capable of being associated with an identified or identifiable natural Person.

“**Purchase Price**” has the meaning set out in Section 2.2.

“**Purchaser Released Parties**” has the meaning set out in Section 5.9.

“**Real Property Leases**” means all leases, subleases and other occupancy Contracts with respect to all real or immovable property, and all plants, buildings, structures, improvements, appurtenances and fixtures (including fixed machinery and fixed equipment) thereon, forming part thereof or benefiting the real or immovable property.

“**Released Claims**” means all Claims and Orders, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including “claims” as defined in the CCAA and including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

“**Representative**” when used with respect to a Person means each director, officer, employee, consultant, subcontractor, financial adviser, legal counsel, accountant and other agent, advisor or representative of that Person.

“**ResidualCo**” means a corporation to be incorporated at least three Business Days in advance of Closing, to which the Excluded Assets, the Excluded Contracts and the Excluded Liabilities will be transferred as part of the Closing Sequence, which will have no issued and outstanding shares.

“**Retained Assets**” has the meaning set out in Section 2.4.

“**Retained Causes of Action**” means the Causes of Action of the Company existing as of Closing.

“**Retained Contracts**” means those Contracts listed in Schedule “I”, as the Schedule may be amended, supplemented or restated by the Purchaser from time to time up to two Business Days prior to the Closing Date.

“**Rollover Notes**” means the Senior Rollover Note and the Junior Rollover Notes.

“**Rollover Noteholders**” means those Persons listed on Schedule “J”.

“**Senior Rollover Note**” means that certain promissory note issued to the Rollover Noteholder identified in Schedule “J” under the heading “*Senior Rollover Noteholder*”, in the amount and substantially on the terms set out in Schedule “J” and in form and substance satisfactory to EDC.

“**SISP**” has the meaning set out in the Recitals.

“**SISP Order**” has the meaning set out in the Recitals.

“**SISP Procedures**” means the SISP procedures set out in Schedule “A” of the SISP Order.

“**Subscribed Shares**” means 100 common shares in the capital of the Company issued on Closing pursuant to the Transactions, to be issued by the Company to the Purchaser in accordance with the terms of this Agreement.

“**Subsidiaries**” means Synaptive Medical (Barbados) Inc., Synaptive Medical USA, Inc., Synaptive Medical International SA, Synaptive Medical (UK) Ltd., Synaptive Medical Pte. Ltd, Synaptive Medical (Germany) GmbH, Synaptive Medical (Australia) Pty Ltd. and Synaptive Medical Denmark ApS.

“**Subsidiary Employees**” means all individuals who are employed by the Subsidiaries, whether on a full-time or part-time basis, and including all individuals who are on an approved and unexpired leave of absence and all individuals who have been placed on temporary lay-off that has not expired, and “**Subsidiary Employee**” means any one of them.

“**Subsidiary Equity**” means the Equity Interests held by the Company in the Subsidiaries.

“**Target Closing Date**” means June 20, 2025, or any later date as the Parties may mutually agree.

“**Tariff**” means any tariff, duty or similar charge levied, directly or indirectly, by a Governmental Entity on any good or service upon, or in connection with, the import or export of such good or service into, or out of, any nation, province, territory, state or similar geographic or political subdivision.

“**Tax Returns**” means all returns, reports, declarations, designations, forms, elections, notices, filings, information returns, and statements in respect of Taxes that are filed or required to be filed with any applicable Governmental Entity, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form.

“**Taxes**” or “**Tax**” means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, global minimum taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, property transfer taxes, capital taxes, net worth taxes, production taxes, GST/HST, sales taxes, goods and services taxes, harmonized sales taxes, Tariffs, use taxes, license taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, governmental pension plan premiums and contributions, social security premiums, workers’ compensation premiums, employment/unemployment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, alternative or add on minimum taxes, customs duties, import and export taxes, countervailing and anti-dumping duties or other taxes of any kind whatsoever imposed or charged by any Governmental Entity and any instalments in respect thereof including amounts or refunds owing in respect of any form of COVID-19 economic support, together with any interest, penalties, or additions with respect thereto and any interest in respect of the additions or penalties and any liability for the payment of any amounts of the type described in this paragraph as a result any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Person, whether disputed or not.

“**Terminated Employees**” means those individuals employed by the Company whose employment has or will be terminated by the Company, including those listed on Schedule “K”, as the Schedule may be amended, supplemented or restated by the Purchaser from time to time up to two Business Days prior to the Closing Date.

“**Transactions**” means all of the transactions contemplated by this Agreement, including:

- (a) satisfaction of Administrative Expense Costs pursuant to Section 2.5 (including repayment of the DIP Facility);
- (b) the cancellation of all Existing Equity;
- (c) the issuance by the Company of the Subscribed Shares to the Purchaser and the completion of the other transactions set forth in the Closing Sequence, including the issuance of the Rollover Notes to the Rollover Noteholders;
- (d) the assignment by the Company to ResidualCo of the Excluded Assets, the Excluded Contracts, the Excluded Liabilities and the Subsidiary Equity; and
- (e) the filing of the Articles of Reorganization.

“**Working Capital Amount**” has the meaning set out in Section 2.2(b).

## **1.2 Actions on Non-Business Days**

If any payment is required to be made or other action (including the giving of notice) is required to be taken pursuant to this Agreement on a day which is not a Business Day, then the payment or action will be considered to have been made or taken in compliance with this Agreement if made or taken on the next succeeding Business Day.

## **1.3 Currency and Payment Obligations**

Except as otherwise expressly provided in this Agreement, all dollar amounts referred to in this Agreement are stated in the lawful currency of the United States of America. For the purposes of any currency conversions expressly contemplated pursuant to this Agreement, the parties shall refer to the daily exchange rate published by the Bank of Canada as of the date which is three (3) Business Days prior to the Closing Date.

## **1.4 Calculation of Time**

In this Agreement, a period of days will be deemed to begin on the first day after the event which began the period and to end at 5:00 p.m. (Eastern time) on the last day of the period. If any period of time is to expire hereunder on any day that is not a Business Day, the period will be deemed to expire at 5:00 p.m. (Eastern time) on the next succeeding Business Day.

## **1.5 Additional Rules of Interpretation**

- (a) *Consents, Agreements, Approval, Confirmations and Notice to be Written.* Any consent, agreement, approval or confirmations from, or notice to, any party permitted or required by this Agreement will be written consent, agreement, approval, confirmation, or notice, and e-mail will be sufficient.
- (b) *Gender and Number.* In this Agreement, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice versa.
- (c) *Headings and Table of Contents.* The inclusion in this Agreement of headings of Articles and Sections and the provision of a table of contents are for convenience of reference only and are not intended to be full or precise descriptions of the text to which they refer.
- (d) *Section References.* Unless the context requires otherwise, references in this Agreement to Articles, Sections, Schedules or Exhibits are to Articles or Sections of or Schedules or Exhibits to this Agreement, as applicable.
- (e) *Words of Inclusion.* Wherever the words “include”, “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” will not be considered to set forth an exhaustive list.

- (f) *References to this Agreement.* The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions will be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.
- (g) *Statute References.* Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any amendment, re-enactment, consolidation or replacement, reference herein to a particular provision will be read as referring to the amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith.
- (h) *Document References.* All references herein to any agreement (including this Agreement), document or instrument mean the agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules attached thereto.

**1.6 Schedules**

- (a) The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

**SCHEDULES**

Schedule “A”	Assumed Liabilities
Schedule “B”	Encumbrances To Be Discharged
Schedule “C”	Excluded Assets
Schedule “D”	Excluded Contracts
Schedule “E”	Excluded Liabilities
Schedule “F”	Intellectual Property
Schedule “G”	Material Permits and Licenses
Schedule “H”	Permitted Encumbrances
Schedule “I”	Retained Contracts
Schedule “J”	Rollover Notes
Schedule “K”	Terminated Employees
Schedule “L”	EDC Warrants

- (b) Unless the context otherwise requires, words and expressions defined in this Agreement will have the same meanings in the Schedules and the interpretation provisions set out in this Agreement apply to the Schedules. Unless the context otherwise requires, or a contrary intention appears, references in the Schedules to a designated Article, Section, or other subdivision refer to the Article, Section, or other subdivision, respectively, of this Agreement.

**ARTICLE 2**  
**SUBSCRIPTION FOR SUBSCRIBED SHARES; ASSUMPTION OF LIABILITIES**

**2.1 Deposit**

As a deposit for the Purchase Price, (i) the Purchaser paid to the Monitor, on behalf of the Company in accordance with the SISP Procedures, a deposit in the amount of \$650,000 (which, for greater certainty, represents an amount equal to or greater than 10% of the Cash Consideration) on May 14, 2025; (ii) the Purchaser paid to the Monitor, on behalf of the Company in accordance with the SISP Procedures, a deposit in the amount of US\$350,000 on June 6, 2025; and (iii) the Purchaser shall use its best efforts to pay to the Monitor, on behalf of the Company, an additional amount of US\$500,000 prior to 5:00 p.m. (ET) on June 11, 2025 by wire transfer of immediately available funds (collectively, the “**Deposit**”). The Deposit will be held in escrow by the Monitor in an interest-bearing account on behalf of the Company and be dealt with in accordance with the SISP Procedures and this Agreement. In the event of any conflict between the SISP Procedures and this Agreement, this Agreement shall govern.

**2.2 Total Transaction Value**

The total transaction value payable by the Purchaser on the Closing Date will be an amount equal to the aggregate of the following:

- (a) Cash Consideration: Cash in an amount equal to the United States Dollar equivalent of C\$9,610,000, being the total amount contemplated under the CCAA Charges (the “**Cash Consideration**”);
- (b) Working Capital Amount: Cash in a minimum amount equal to \$22,500,000 and a maximum amount of up to \$50,000,000, in each case *less* the Cash Consideration (the “**Working Capital Amount**”); and
- (c) Assumption of Assumed Liabilities: An amount equal to the Assumed Liabilities assumed by the Company on the Closing Date and in accordance with the Closing Sequence.

**2.3 Subscribed Shares**

- (a) Upon and subject to the terms and conditions of this Agreement, at the Closing and effective as of the Closing Time, the Company will issue to the Purchaser, free and clear from all Claims, Liabilities and Encumbrances, and the Purchaser will purchase from the Company, the Subscribed Shares in exchange for the Cash Consideration and the Working Capital Amount (the “**Purchase Price**”).
- (b) Pursuant to the Approval and Reverse Vesting Order, all Equity Interests of the Company outstanding prior to the issuance of the Subscribed Shares other than the Subscribed Shares will be cancelled, without consideration, and the Subscribed Shares will represent 100% of the outstanding Equity Interests in the Company after the issuance and cancellation, each in accordance with the Closing Sequence.

## **2.4 Retained Assets**

On the Closing Date, the Company will retain, free and clear of any and all Encumbrances other than Permitted Encumbrances, all of the assets owned by it on the date of this Agreement and any assets acquired by it up to and including Closing, including the Retained Contracts, the Books and Records, the Retained Causes of Action and the Intellectual Property, but excluding the Excluded Liabilities, the Excluded Assets, and the Excluded Contracts, which the Company will transfer to ResidualCo in accordance with Section 3.1(a) (collectively, the “**Retained Assets**”).

## **2.5 Administrative Expense Reserve**

On the Closing Date, the Monitor will be directed by the Company to retain the Cash Consideration to fund the Administrative Expense Costs. The Monitor will hold such monies in trust for the benefit of Persons entitled to be paid the Administrative Expense Costs. Any unused portion of the Administrative Expense Reserve after payment or reservation for all of the Administrative Expense Costs, as determined by the Monitor, will be transferred by the Monitor to the Company.

### **ARTICLE 3**

#### **TRANSFER OF EXCLUDED ASSETS, EXCLUDED CONTRACTS AND EXCLUDED LIABILITIES**

##### **3.1 Transfer of Excluded Assets, Excluded Contracts and Excluded Liabilities to ResidualCo**

- (a) On the Closing Date, in accordance with the Closing Sequence and pursuant to the Approval and Reverse Vesting Order, the Excluded Assets, the Excluded Contracts and the Excluded Liabilities will be transferred to and assumed by ResidualCo, and the same will be vested in ResidualCo pursuant to the Approval and Reverse Vesting Order.
- (b) Notwithstanding any other provision of this Agreement, neither the Purchaser nor the Company will assume or have any Liability for any Excluded Liabilities or any Liability related to the Excluded Assets or the Excluded Contracts and the Company and its assets, undertaking, business and properties will be fully and finally Discharged from all Excluded Liabilities and any Liabilities related to the Excluded Assets or the Excluded Contracts as at and from and after the Closing Time, pursuant to the Approval and Reverse Vesting Order.

### **ARTICLE 4**

#### **REPRESENTATIONS AND WARRANTIES**

##### **4.1 Representations and Warranties of the Company**

Subject to the Court issuing the Approval and Reverse Vesting Order and the Approval and Reverse Vesting Order becoming effective in accordance with its terms, the Company represents and warrants to the Purchaser on the date hereof and at Closing as follows and acknowledges and

agrees that the Purchaser is relying upon the representations and warranties in connection with the Transactions:

- (a) Incorporation and Status. The Company is a corporation incorporated and existing under the laws of the Province of Ontario, in good standing under that act and has the power and authority to enter into, deliver and perform its obligations under this Agreement.
- (b) Authorization. The execution, delivery and performance by the Company of this Agreement and the consummation of the Transactions have been authorized by all necessary corporate action on the part of the Company. Except for the issuance of the Approval and Reverse Vesting Order, no authorization, consent or approval of, or filing with or notice to, any Governmental Entity, court or other Person is required in connection with the execution, delivery or performance of this Agreement by the Company and each of the agreements to be executed and delivered by the Company hereunder or any of the Transactions.
- (c) No Conflict. The execution, delivery and performance by the Company of this Agreement does not or would not, with the giving of notice, the lapse of time, or both, or the happening of any other event or condition, result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Company, Applicable Law, or any Contracts (which, in the case of Contracts, would prohibit or seek to enjoin, restrict or prohibit the Transactions or reasonably be expected to materially delay the Company from fulfilling any of its obligations set forth in this Agreement).
- (d) Capitalization. Immediately following the Closing, the Subscribed Shares will constitute all of the issued and outstanding Equity Interests in the capital of the Company and the Purchaser will be the sole registered and beneficial owner of the Subscribed Shares, with good and valid title thereto, free and clear of all Encumbrances, in accordance with the Approval and Reverse Vesting Order.
- (e) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms subject only to the Approval and Reverse Vesting Order.
- (f) Subsidiaries. Other than the Subsidiaries, the Company does not hold any Equity Interests in any Person. Each of the Subsidiaries is inactive, does not own any assets and does not conduct any business or generate any revenue.
- (g) Liabilities. The accrued Liabilities under the Retained Contracts as of the date hereof do not exceed \$6,000,000.

## 4.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of the Company as follows and acknowledges and agrees that the Company is relying upon the representations and warranties in connection with the Transactions:

- (a) Incorporation and Status. The Purchaser is duly incorporated, organized or formed (as applicable), validly existing and in good standing under the Laws of the jurisdiction of its incorporation, organization or formation and has full power and authority to enter into, deliver and perform its obligations under, this Agreement.
- (b) Authorization. The execution, delivery and performance by the Purchaser of this Agreement has been authorized by all necessary corporate action. Except for the issuance of the Approval and Reverse Vesting Order, no authorization, consent or approval of, or filing with or notice to, any Governmental Entity, court or other Person is required in connection with the execution, delivery or performance of this Agreement by the Purchaser and each of the agreements to be executed and delivered by the Purchaser hereunder or any of the Transactions.
- (c) No Conflict. The execution, delivery and performance by the Purchaser of this Agreement and the completion of the Transactions does not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of the Organizational Documents of the Purchaser, Applicable Law, or any Contracts (which, in the case of Contracts, would: (i) prevent the Purchaser from paying the Purchase Price to the Monitor or assuming the Assumed Liabilities; (ii) prohibit or seek to enjoin, restrict or prohibit the Transactions; or (iii) reasonably be expected to materially delay the Purchaser from fulfilling any of its obligations set forth in this Agreement).
- (d) Execution and Binding Obligation. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms except in each case as the enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity and subject only to the Approval and Reverse Vesting Order.
- (e) No Commissions. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the Transactions based on any arrangement or agreement which would result in Liability for the Company.
- (f) Proceedings. As of the date hereof, there are no Causes of Action pending, or to the knowledge of the Purchaser, threatened against the Purchaser, which would: (i) prevent the Purchaser from paying the Purchase Price to the Monitor or assuming the Assumed Liabilities; (ii) prohibit or seek to enjoin, restrict or prohibit

the Transactions; or (iii) which would reasonably be expected to materially delay the Purchaser from fulfilling any of its obligations set forth in this Agreement.

- (g) Independent Advice. The Purchaser acknowledges that in connection with the Transactions contemplated hereunder, it has received no advice as to tax or legal ramifications relating to the Transactions from the Company and has been advised to seek independent advice from its legal, accounting and tax advisors prior to entering into this Agreement.

### **4.3 CCPC Status**

The Purchaser acknowledges and agrees that (i) the Company has ceased to be a “Canadian-controlled private corporation” (as defined in the *Income Tax Act (Canada)*) (“CCPC”) as of the date hereof as a result of the execution and delivery of this Agreement; and (ii) such change in CCPC status may have material adverse consequences to the Company and its shareholder(s); *provided* that none of any such consequences will constitute a Material Adverse Effect for purposes of this Agreement.

### **4.4 As is, Where is**

The Purchaser acknowledges and agrees that it has conducted to its satisfaction an independent investigation and verification of the Company, the Business, the Subscribed Shares, the Retained Assets, the Assumed Liabilities, the Retained Liabilities, the Excluded Assets, the Excluded Contracts and the Excluded Liabilities and of any income tax matter relating to any of them or of any of the transactions contemplated under this Agreement and, based solely thereon and the advice of its financial, legal and other advisors, have determined to proceed with the Transactions. The Purchaser has relied solely on the results of its own independent investigation and verification and, except for the representations and warranties of the Company expressly set forth in Section 4.1, the Purchaser understands, acknowledges and agrees that all other representations, warranties, guarantees, conditions and statements of any kind or nature, expressed or implied (including any relating to the future or historical financial condition, results of operations, prospects, assets or liabilities of the Company or the Business) are specifically disclaimed by the Company and its financial and legal advisors and the Monitor and its legal counsel. The Purchaser specifically acknowledges and agrees that, except for the representations and warranties of the Company expressly and specifically set forth in section 4.1: (a) the Purchaser is acquiring the Subscribed Shares on an “as is, where is” basis; and (b) none of the Company, the Monitor or any other person (including any representative of the Company or the Monitor, whether in any individual, corporate or any other capacity) is making, and the Purchaser is not relying on, any representations, warranties, guarantees, conditions or other statements of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, as to any matter concerning the Company, the Business, the Subscribed Shares, the Retained Assets, the Assumed Liabilities, the Retained Liabilities, the Excluded Assets, the Excluded Contracts and the Excluded Liabilities, this Agreement or the Transactions, any income tax matter relating to any of them or of any of the transactions contemplated under this Agreement or the accuracy or completeness of any information provided to (or otherwise acquired by) the Purchaser or any of its representatives, including with respect to merchantability, physical or financial condition, description, fitness for a particular purpose, or in respect of any other matter or thing whatsoever, including any and all

conditions, guarantees, statements, warranties or representations, express or implied, pursuant to any Applicable Law in any jurisdiction, which the Purchaser confirms do not apply to this Agreement, and are hereby waived in their entirety by the Purchaser.

## **ARTICLE 5 COVENANTS**

### **5.1 Target Closing Date**

The Parties will cooperate with each other and will use their commercially reasonable efforts to satisfy the conditions to Closing in its control and to effect the Closing by the Target Closing Date.

### **5.2 Motion for Approval and Reverse Vesting Order**

- (a) As soon as practicable after the date hereof, the Company will serve and file a motion seeking the issuance of the Approval and Reverse Vesting Order.
- (b) The Company will diligently use its commercially reasonable efforts to seek the issuance and entry of the Approval and Reverse Vesting Order and the Purchaser will reasonably cooperate with the Company in its efforts to obtain the issuance and entry of the Approval and Reverse Vesting Order. The Company's motion materials for the Approval and Reverse Vesting Order will be in form and substance satisfactory to counsel to the Purchaser, acting reasonably. The Company will provide counsel to the Purchaser a reasonable opportunity to review a draft of the motion materials to be served and filed with the Court, it being acknowledged that the motion materials should be served as promptly as reasonably possible following the execution of this Agreement, and will serve the materials on the service list prepared by the Company and reviewed by the Monitor, all parties to the Excluded Contracts and the Retained Contracts, all Persons holding Encumbrances and any material Claims, and on other interested parties, and in the manner as counsel to the Purchaser may reasonably require.
- (c) The Company will promptly (and in any event, no longer than 2 Business Days) inform counsel for the Purchaser of any and all threatened or actual objections to the motion for the issuance of the Approval and Reverse Vesting Order of which it becomes aware, and will promptly (and in any event, no longer than 2 Business Days) provide to the Purchaser a copy of all written objections received.

### **5.3 Interim Period**

- (a) During the Interim Period, except: (i) as expressly contemplated or permitted by this Agreement; (ii) as necessary in connection with the CCAA Proceeding; (iii) as otherwise provided in the Initial Order and any other Court Orders prior to the Closing Time; or (iv) as consented to by the Purchaser and the Company, the Company:
  - (i) will continue to operate the Business in the ordinary course, consistent with past practice and in substantially the same manner as conducted for the 12-

month period prior to the date of this Agreement, including preserving, renewing and keeping in full force its corporate existence as well as Material Permits and Licenses;

- (ii) will maintain and preserve in all material respects the business, organization, operations, assets, properties, goodwill and relationships of the Business with customers, suppliers, partners and other Persons having material business relations with the Business in the ordinary course including complying with all obligations under all of the Retained Contracts;
- (iii) will use commercially reasonable efforts to keep in full force and effect all of its existing insurance policies and give any notice or present any claim under any insurance policies consistent with past practices of the Company in the ordinary course of business;
- (iv) will continue to pay ordinary course Liabilities after the commencement of the CCAA Proceeding in the ordinary course of business; and
- (v) will not:
  - (i) take any action to amend its constating documents;
  - (ii) sell, lease, exchange, transfer or otherwise dispose of, or agree to sell, lease, exchange, transfer or otherwise dispose of, any Retained Asset;
  - (iii) undertake any material acquisition, purchase, lease or license of any asset material to the Company;
  - (iv) settle or compromise any litigation or claims relating to the Business or Retained Assets or that would impose any restrictions or Liabilities on the Business or the Purchaser's use of the Retained Assets after the Closing;
  - (v) permit, allow or suffer any assets that would be Retained Assets to be subjected to any newly created Encumbrance;
  - (vi) cancel or compromise any debt or claim that would be included in the Retained Assets or waive or release any material right that would be included in the Retained Assets;
  - (vii) terminate (other than for cause) or hire any employees, or materially change the term of any contract with any employee;
  - (viii) enter into or adopt any collective agreement or enter into negotiations in connection therewith (other than as required pursuant to Applicable Law);

- (ix) enter into, adopt, materially amend or modify or terminate any employee compensation plan other than as required pursuant to Applicable Laws or the terms of such employee compensation plan in effect as of the date hereof;
  - (x) take any action that would reasonably be expected to prevent or significantly impede or materially delay the completion of the Transactions contemplated hereunder, or the financial terms and value bargained for by the Purchaser hereunder;
  - (xi) make, revoke, or change any election relating to Taxes, file any amended Tax Return, request, enter into or obtain any Tax ruling with or from a Governmental Entity, or execute or file, or agree to execute or file, with any Governmental Entity any agreement or other document extending, or having the effect of extending, the period of assessment or collection of any Taxes; or
  - (xii) agree to do any of the foregoing.
- (b) During the Interim Period, except as contemplated or permitted by this Agreement or any Court Order, the Company will not enter into any transactions involving the Company or its assets or the Business without the prior approval of the Purchaser.

#### **5.4 Support Obligations**

- (a) During the Interim Period:
- (i) the Company will cooperate with the Purchaser with respect to all material steps required in connection with the Transactions;
  - (ii) the Company will promptly notify the Purchaser, in writing, of receipt of any notice, demand, request or inquiry by any Governmental Entity concerning the Transactions or the issuance by any Governmental Entity of any Order or ruling relating to any securities of the Company;
  - (iii) the Company will take all action as may be necessary so that the Transactions will be effected in accordance with Applicable Law;
  - (iv) the Company and the Purchaser will execute any and all documents and perform (or cause its agents and advisors to perform) any and all acts required in connection with this Agreement;
  - (v) the Company and the Purchaser will use commercially reasonable efforts to timely prepare and file all documentation and pursue all steps reasonably necessary to obtain all required material third-party consents and approvals as may be required in connection with the Transactions; and

- (vi) the Company will promptly notify the Purchaser of any Material Adverse Effect occurring from and after the date hereof.

## **5.5 Access During Interim Period**

During the Interim Period, the Company will give, or cause to be given, to the Purchaser and its Representatives, reasonable access during normal business hours to the Retained Assets, including the Books and Records, personnel, properties and Contracts, to conduct investigations of the financial and legal condition of the Business and the Retained Assets as the Purchaser may deem reasonably necessary or desirable to further familiarize itself with the Business and the Retained Assets, provided that the Purchaser will not be entitled to any confidential or privileged information, as determined by the Company and the Monitor, each acting reasonably (it being understood that the Company and the Monitor shall comply with reasonable requests by the Purchaser for such confidential or privileged information on a redacted or anonymized basis). Without limiting the generality of the foregoing: (a) the Purchaser and its Representatives will be permitted reasonable access during normal business hours to all documents relating to information scheduled or required to be disclosed under this Agreement and to the Employees; (b) subject to the ongoing reasonable oversight and participation of the Company and the Monitor, and with prior notice to the Monitor, the Purchaser and its Representatives will be permitted to contact and discuss the Transactions with Governmental Entities and the Company's customers and contractual counterparties; and (c) the Company will instruct its executive officers and senior business managers, employees, counsel, auditors and finance advisors of the Company to reasonably cooperate with the Purchaser and its Representatives regarding the foregoing. These investigations will be carried out at the Purchaser's sole and exclusive risk and cost, during normal business hours, and the Company will co-operate reasonably in facilitating the investigations and will furnish copies of all the documents and materials relating to matters as may be reasonably requested by or on behalf of the Purchaser, *provided* that: (i) the investigations will not unreasonably interfere with the Company's operations; (ii) the Purchaser will not conduct invasive or intrusive investigations, inspections, tests or audits in respect of the Retained Assets or the Excluded Assets, without the prior written consent of the Company, which consent will not be unreasonably withheld, conditioned or delayed and the Purchaser having given the Company at least two (2) Business Days' prior written notice; (iii) the Company will be entitled to have a Representative present during all the tests, inspections and investigations; and (iv) any damage to the Retained Assets or the Excluded Assets caused by the tests, land surveys, inspections and investigations will be promptly repaired by the Purchaser and the Purchaser will indemnify and save the Company harmless from all third party Claims imposed upon or asserted against it as a result of, in respect of or arising out of the tests, inspections and investigations, with the indemnity to survive Closing or termination of this Agreement, in the event this Agreement is terminated in accordance with its terms. No investigation made pursuant to this Section 5.5 by the Purchaser or its Representatives at any time prior to or following the date of this Agreement will affect or be deemed to modify any representation or warranty made by the Company herein.

## **5.6 Personal Information**

- (a) The Purchaser shall at all times comply with all Applicable Law governing the protection of Personal Information with respect to the Disclosed Personal Information.

- (b) The Purchaser shall not use or disclose any of the Disclosed Personal Information except as required to: (i) investigate the Company and the Business or to otherwise determine whether to proceed with the Transactions, (ii) perform its obligations under this Agreement, (iii) complete the Transactions or (iv) comply with Applicable Law. The Purchaser shall use commercially reasonable efforts to protect and safeguard all of the Disclosed Personal Information in a manner consistent with the degree of sensitivity of the Personal Information and as required by Applicable Law and maintain at all times the security and integrity of the Disclosed Personal Information.
- (c) If the Transactions are not completed for any reason, the Purchaser shall return all of the Disclosed Personal Information to the Company or destroy all of the Disclosed Personal Information at the Company's written request and, in the event of destruction, deliver to the Company a certificate confirming such destruction.
- (d) The Purchaser shall not, following the closing of the Transactions, without the consent of the Persons to whom the Disclosed Personal Information relates or as permitted or required by Applicable Law, use or disclose any of the Disclosed Personal Information for purposes other than those for which such Disclosed Personal Information was collected by the Company or any of its Subsidiaries.

## **5.7 Employees**

- (a) The Purchaser shall, or shall cause a subsidiary to, make offers of employment in writing to the Subsidiary Employees on or prior to the Target Closing Date and leave the offers open for acceptance up to and including one (1) day prior to the Closing Date, such that the number of Company Employees (excluding the Terminated Employees) plus the number of the Subsidiary Employees that receive offers of employment pursuant to this Section 5.7(a) equals, in the aggregate, at least 90% of the aggregate number of Employees as of the date hereof. Notwithstanding any other provision of this Agreement, the Purchaser has no obligation to offer employment to any particular Subsidiary Employee.
- (b) In the event that: (i) a Subsidiary Employee who receives an offer of employment rejects the offer in writing or fails to accept the offer of employment up to and including one (1) day prior to the Closing Date; or (ii) a Subsidiary Employee does not receive an offer of employment, the employee will be deemed to be a Terminated Employee.
- (c) All liabilities owing to any Terminated Employees as result of, or in respect of, their termination, including all amounts owing on account of, or damages in lieu of, statutory notice, termination payments, severance, benefits, bonuses or other compensation or entitlements, shall be deemed to be Excluded Liabilities.

## **5.8 Release by the Purchaser**

Except in connection with any obligations of the Company contained in this Agreement, any Closing Deliverables or the Approval and Reverse Vesting Order, effective as of the Closing Time,

the Purchaser hereby releases and forever discharges the Company, the Monitor, the DIP Lender, each of the foregoing parties' respective Affiliates and Representatives, each of the foregoing parties' respective successors and assigns, and all current officers, directors, partners, employees, agents, financial and legal advisors of each of them (the "**Company Released Parties**"), whether in this jurisdiction or any other, whether or not presently known to them or to the law, and whether in law or equity, of and from, and hereby unconditionally and irrevocably waives, any and all Released Claims that the Purchaser ever had, now has or ever may have or claim to have against any of the Company Released Parties in their capacity as the foregoing, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the Closing Time, save and except for Released Claims arising out of fraud or willful misconduct.

### **5.9 Release by the Company**

Except in connection with any obligations of the Purchaser contained in this Agreement, any Closing Deliverables or the Approval and Reverse Vesting Order, effective as of the Closing Time, the Company and ResidualCo hereby release and forever discharge the Purchaser, the Monitor, the DIP Lender, each of the foregoing parties' respective Affiliates and Representatives, each of the foregoing parties' respective successors and assigns, and all current and former officers, directors, partners, members, shareholders, limited partners, employees, agents, financial and legal advisors of each of them (the "**Purchaser Released Parties**"), whether in this jurisdiction or any other, whether or not presently known to them or to the law, and whether in law or equity, of and from, and hereby unconditionally and irrevocably waives, any and all Released Claims that the Company ever had, now has or ever may have or claim to have against any of the Purchaser Released Parties in their capacity as the foregoing, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the Closing Time, save and except for Released Claims arising out of fraud or willful misconduct.

### **5.10 Issuance of EDC Warrants**

The Purchaser agrees to issue the EDC Warrants with effect as of immediately following the Closing Time.

## **ARTICLE 6 CLOSING ARRANGEMENTS**

### **6.1 Closing**

The Closing will take place virtually by exchange of documents in PDF on the Closing Date, in accordance with the Closing Sequence (as defined herein), and will be subject to the escrow document release arrangements as the Parties may agree.

## 6.2 Closing Sequence

On the Closing Date, in accordance with and subject to the terms of the Approval and Reverse Vesting Order, Closing will take place in the following sequence (the “**Closing Sequence**”):

- (a) first, the following will occur concurrently:
  - (i) the Purchaser shall pay the Purchase Price to the Monitor, on behalf of the Company, and shall assume the Assumed Liabilities; and
  - (ii) the Company shall issue the Subscribed Shares to the Purchaser, and all right, title and interest of the Company in and to the Subscribed Shares shall vest absolutely and exclusively with the Purchaser;
- (b) second, the Monitor, on behalf of the Company, shall deposit the Administrative Expense Reserve to a separate interest-bearing account in accordance with this Agreement, which amount shall be used to pay all advisors’ expenses of the Company and the Monitor (including legal counsel fees) related to the CCAA Proceeding and the Transactions solely to the extent that the expenses are subject to CCAA Charges (including repayment of the DIP Facility);
- (c) third, the Company shall be deemed to transfer to ResidualCo the Excluded Assets, the Excluded Contracts and the Excluded Liabilities;
- (d) fourth, the Retained Assets shall be retained by the Company, in each case free and clear of and from any and all Claims, and for greater certainty, all of the Encumbrances, other than the Permitted Encumbrances, affecting or relating to the Retained Assets are hereby expunged and discharged as against the Retained Assets;
- (e) fifth, the Company shall issue the Rollover Notes and grant the related security to the Rollover Noteholders;
- (f) sixth, all Existing Equity (other than the Subscribed Shares and other than the Existing Common Shares, which will be cancelled in accordance with the Articles of Reorganization) as well as any agreement, Contract, plan, indenture, deed, certificate, subscription rights, conversion rights, pre-emptive rights, options (including stock option or share purchase or equivalent plans) or other documents or instruments governing and/or having been created or granted in connection with the share capital of the Company shall be deemed terminated and cancelled for no consideration; and
- (g) seventh, the Articles of Reorganization shall be filed and be effective.

The Purchaser, in consultation with the Company and the Monitor, acting reasonably, may change the order of the Closing Sequence or amend the Closing Sequence, *provided* that the amendment to the Closing Sequence does not materially alter or impact the Transactions or the consideration which the Company and/or its applicable stakeholders will benefit from as part of the Transactions.

### **6.3 The Purchaser's Closing Deliverables**

At or before the Closing, the Purchaser will deliver or cause to be delivered to the Company (or to the Monitor, if so indicated below) the following:

- (a) payment to the Monitor, on behalf of the Company, by wire transfer of immediately available funds, of an amount equal to the amount of the Cash Consideration *plus* the Working Capital Amount *less* the amount of the Deposit actually paid by the Purchaser to the Monitor, on behalf of the Company, prior to the Closing and any accrued interest on the Deposit;
- (b) a certificate dated as of the Closing Date and executed by an executive officer of the Purchaser confirming and certifying that each of the conditions in Sections 7.3(b), 7.3(c) and 7.3(d) have been satisfied;
- (c) fully executed copies of the EDC Warrants to EDC; and
- (d) any other agreements, documents and instruments as may be reasonably required by the Company to complete the Transactions provided for in this Agreement, all of which will be in form and substance satisfactory to the Parties, acting reasonably.

### **6.4 The Company's Closing Deliverables**

At or before the Closing, the Company will deliver or cause to be delivered to the Purchaser (or to EDC and the applicable Rollover Noteholders, if so indicated below) the following:

- (a) a certificate dated as of the Closing Date and executed by an executive officer of the Company confirming and certifying that each of the conditions in Sections 7.2(b), 7.2(d), 7.2(e) and 7.2(f) have been satisfied;
- (b) an issued Approval and Reverse Vesting Order in form and substance satisfactory to the Purchaser;
- (c) fully executed copies of the Rollover Notes and related security to EDC and the applicable Rollover Noteholders; and
- (d) any other agreements, documents and instruments as may be reasonably required by the Purchaser to complete the Transactions provided for in this Agreement, all of which will be in form and substance satisfactory to the Parties, acting reasonably.

### **6.5 The Company's Closing Sequence Deliverables**

Promptly following completion of the steps in the Closing Sequence, the Company will deliver or cause to be delivered to the Purchaser the following:

- (a) evidence satisfactory to the Purchaser, acting reasonably, of the filing of the Articles of Reorganization; and

- (b) share certificates representing the Subscribed Shares (or other acceptable evidence of ownership of the Subscribed Shares).

## **ARTICLE 7 CONDITIONS OF CLOSING**

### **7.1 Mutual Conditions**

The respective obligations of the Purchaser and the Company to consummate the Transactions are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the conditions listed below:

- (a) No Violation of Orders or Law. During the Interim Period, no Governmental Entity will have enacted, issued or promulgated any final or non-appealable Order or Law which has the effect of: (i) making any of the Transactions illegal; or (ii) otherwise prohibiting, preventing or restraining the consummation of any of the Transactions;
- (b) Court Approval. The following conditions will have been met: (i) the Approval and Reverse Vesting Order will have been granted by the Court; and (ii) the Initial Order, the SISP Order and the Approval and Reverse Vesting Order will not have been vacated, set aside or stayed; and
- (c) Purchaser Financing. The Purchaser has raised equity financing in an aggregate amount equal to at least US\$22,500,000.

The Parties acknowledge that the foregoing conditions are for the mutual benefit of the Company and the Purchaser. Any condition in this Section 7.1 may be jointly waived by the Company and by the Purchaser, in whole or in part, without prejudice to any of their respective rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any waiver will be binding on the Company or the Purchaser, as applicable, only if made in writing. Notwithstanding anything to the contrary contained herein, the Company and the Purchaser will take all commercially reasonable actions, steps and proceedings as are reasonably within its control to ensure that the conditions listed in this Section 7.1 are fulfilled at or before the commencement of the first step in the Closing Sequence.

### **7.2 The Purchaser's Conditions**

The Purchaser will not be obligated to complete the Transactions unless each of the conditions listed in Section 7.1 and in this Section 7.2 have been satisfied or waived:

- (a) The Company's Deliverables. The Company will have executed and delivered or caused to have been executed and delivered to the Purchaser (with a copy to the Monitor) at or prior to the Closing all the documents contemplated in Section 6.4;
- (b) Material Adverse Effect. There will not have been any Material Adverse Effect since the date hereof which is continuing;

- (c) No New Equity Issuances. The Company will not have issued any securities of the Company, or incurred any new debt obligations, except in each case as provided for in the Approval and Reverse Vesting Order and this Agreement;
- (d) No Breach of Representations and Warranties. Except as the representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting Order), each of the representations and warranties contained in Section 4.1 will be true and correct in all material respects: (i) as of the Closing Date as if made on and as of the Closing Date; or (ii) if made as of a date specified therein, as of the specified date;
- (e) Terminated Employees. The Company will have terminated the employment of the Terminated Employees, and all liabilities owing to any Terminated Employees in respect of the terminations, including all amounts owing on account of or damages in lieu of, statutory notice, termination payments, severance, benefits, bonuses or other compensation or entitlements, will be Excluded Liabilities which, pursuant to the Approval and Reverse Vesting Order, will be assigned and transferred as against the Company to and assumed by ResidualCo; and
- (f) No Breach of Covenants. The Company will have performed in all material respects (unless qualified by materiality, in which case the foregoing qualification will not apply) all covenants, obligations and agreements contained in this Agreement required to be performed by the Company on or before the Closing.

The Parties acknowledge that the foregoing conditions are included for the exclusive benefit of the Purchaser, and may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any waiver will be binding on the Purchaser only if made in writing, *provided* that if the Purchaser does not waive a condition(s) and completes the Closing, the condition(s) will be deemed to have been waived by the Purchaser. The Company will take all commercially reasonable actions, steps and proceedings as are reasonably within its control, subject to the CCAA and any Order of the Court, to ensure that the conditions listed in this Section 7.2 are fulfilled at or before the commencement of the first step in the Closing Sequence.

### **7.3 The Company's Conditions**

The Company will not be obligated to complete the Transactions unless each of the conditions listed in Section 7.1 and in this Section 7.3 have been satisfied or waived:

- (a) Purchaser's Deliverables. The Purchaser will have executed and delivered or caused to have been executed and delivered to the Company (with a copy to the Monitor) at or prior to the Closing all the documents and payments for the Purchaser contemplated in Section 6.3;
- (b) No Breach of Representations and Warranties. Except as the representations and warranties may be affected by the occurrence of events or transactions specifically contemplated by this Agreement (including the Approval and Reverse Vesting

Order), each of the representations and warranties contained in Section 4.2 will be true and correct in all material respects: (i) as of the Closing Date as if made on and as of the Closing Date; or (ii) if made as of a date specified therein, as of the specified date;

- (c) No Breach of Covenants. The Purchaser will have performed in all material respects all covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser on or before the Closing; and
- (d) Employees. The Purchaser will have made or caused to be made offers of employment in writing to the requisite number of the Employees in accordance with Section 5.7(a).

The Parties acknowledge that the foregoing conditions are included for the exclusive benefit of the Company, and may be waived by the Company in whole or in part, without prejudice to any of their rights of termination in the event of nonfulfillment of any other condition in whole or in part. Any waiver will be binding on the Company only if made in writing, *provided* that if the Company does not waive a condition(s) and completes the Closing, the condition(s) will be deemed to have been waived by the Company. The Purchaser will take all actions, steps and proceedings as are reasonably within the Purchaser's control as may be necessary to ensure that the conditions listed in this Section 7.3 are fulfilled at or before the commencement of the first step in the Closing Sequence.

#### **7.4 Monitor's Certificate**

When the conditions to Closing set out in Section 7.1, 7.2 and 7.3 have been satisfied and/or waived by the Company or the Purchaser, as applicable, each of the Company and the Purchaser or their respective counsel will deliver to the Monitor confirmation in writing that the conditions of Closing, as applicable, have been satisfied and/or waived and that the Parties are prepared for the Closing Sequence to commence (the "**Conditions Certificates**"). Upon receipt of the Conditions Certificates and the receipt of the Purchase Price, the Monitor will: (a) issue forthwith its Monitor's Certificate concurrently to the Company and counsel to the Purchaser, at which time the Closing Sequence will be deemed to commence and be completed in the order set out in the Closing Sequence, and Closing will be deemed to have occurred; and (b) file as soon as practicable a copy of the Monitor's Certificate with the Court (and will provide a true copy of the filed certificate to the Company and counsel to the Purchaser). In the case of (a) and (b) above, the Monitor will be relying exclusively on the Conditions Certificates without any obligation whatsoever to verify or inquire into the satisfaction or waiver of the applicable conditions, and the Monitor will have no liability to the Company or the Purchaser as a result of filing the Monitor's Certificate in accordance herewith.

## ARTICLE 8 TERMINATION

### 8.1 Grounds for Termination

- (a) Subject to Section 8.1(b), this Agreement may be terminated on or prior to the Closing Date:
  - (i) by mutual agreement of the Company and the Purchaser;
  - (ii) by either the Company or the Purchaser, upon the termination, dismissal or conversion of the CCAA Proceeding, *provided* that neither Party may terminate this Agreement pursuant to this Section 8.1(a)(ii) if the termination, dismissal or conversion of the CCAA Proceeding was caused by a breach of this Agreement by the Party proposing to terminate this Agreement;
  - (iii) by either the Company or the Purchaser, if the Court grants relief terminating the Stay Period (as defined in the Initial Order) with regard to any material assets or business of the Company and any appeal periods relating thereto will have expired;
  - (iv) by either the Company or the Purchaser, upon notice to the other Party, if the Court declines at any time to grant the Approval and Reverse Vesting Order, *provided* that the reason for the Approval and Reverse Vesting Order not being approved by the Court is not due to any act, omission or breach of this Agreement by the Party proposing to terminate this Agreement;
  - (v) by either the Company or the Purchaser, if a Governmental Entity issues a final, non-appealable Order permanently restraining, enjoining or otherwise prohibiting consummation of the Transactions where the Order was not requested, encouraged or supported by the Party proposing to terminate this Agreement;
  - (vi) by either the Company or the Purchaser, at any time following the Outside Date, if Closing has not occurred on or prior to 11:59 p.m. (Eastern time) on the Outside Date, *provided* that the reason for the Closing not having occurred is not due to any act, omission or breach of this Agreement by the Party proposing to terminate this Agreement;
  - (vii) by the Company, if there has been a material violation or breach by the Purchaser of any agreement, covenant, representation or warranty of the Purchaser in this Agreement which would prevent the satisfaction of, or compliance with, any condition set forth in Section 7.3, as applicable, by the Outside Date and the violation or breach has not been waived by the Company or cured by the Purchaser prior to the earlier of (A) 10 days following the date that the Company provided notice to the Purchaser of such breach and (B) the Outside Date, in each case unless the Company is

itself in material breach of its own obligations under this Agreement at the time;

- (viii) by the Purchaser, if there has been a material violation or breach by the Company of any agreement, covenant, representation or warranty of the Company in this Agreement which would prevent the satisfaction of, or compliance with, any conditions set forth in Section 7.2, as applicable, by the Outside Date and the violation or breach has not been waived by the Purchaser or cured by the Company prior to the earlier of (A) 10 days following the date that the Purchaser provided notice to the Company of such breach and (B) the Outside Date, in each case unless the Purchaser is itself in material breach of its own obligations under this Agreement at the time;
  - (ix) by the Company, if the Purchaser fails to satisfy the closing condition set forth in Section 7.1(c) by 11:59 p.m. (Eastern time) on the Outside Date; or
  - (x) by the Purchaser if there has been a Material Adverse Effect since the date hereof which is continuing as of the earlier of (A) 10 days following the date that the Purchaser provided notice to the Company of such Material Adverse Effect and (B) the Outside Date.
- (b) Prior to the Company agreeing or electing to any termination pursuant to Section 8.1(a), the Company will first obtain the prior written consent of the Monitor and the DIP Lender.
  - (c) Notwithstanding anything to the contrary contained herein, a Party shall not be permitted to terminate this Agreement pursuant to this Article 8 if the applicable termination event was caused by the breach of such Party or such Party's gross negligence, willful misconduct or bad faith.
  - (d) The Party desiring to terminate this Agreement pursuant to this Section 8.1 (other than pursuant to Section 8.1(a)(i)) will give written notice of the termination to the other Party or Parties, as applicable, specifying in reasonable detail the basis for the Party's exercise of its termination rights.

## **8.2 Effect of Termination**

- (a) If this Agreement is terminated pursuant to Section 8.1, all further obligations of the Parties under this Agreement will terminate and no Party will have any Liability or further obligations to any other Party hereunder, except, subject to Section 8.2(b), as contemplated in this article 8 (*Termination*), Sections 5.5 (*Access During Interim Period*), 5.6 (*Personal Information*), 9.3 (*Expenses*), 9.4 (*Public Announcements*), 9.5 (*Notices*), 9.9 (*Waiver and Amendment*), 9.12 (*Governing Law*), 9.13 (*Dispute Resolution*), 9.14 (*Attornment*), 9.15 (*Successors and Assigns*), 9.16 (*Assignment*), and 9.17 (*Third Party Beneficiaries*), which will survive the termination.

- (b) If the Agreement is terminated pursuant to Section 8.1(a)(vi) (to the extent that the Purchaser is the terminating party), Section 8.1(a)(vii) or Section 8.1(a)(ix), the Deposit plus any accrued interest will become the property of, and will be transferred to, the Company as liquidated damages (and not as a penalty) to compensate the Company for the expenses incurred and opportunities foregone as a result of the failure to close the Transactions. The Company agrees that, notwithstanding any other provision herein, the Deposit, plus any accrued interest, will be the exclusive remedy as against the Purchaser if the Agreement is terminated pursuant to Section 8.1(a)(vi) (to the extent that the Purchaser is the terminating party), Section 8.1(a)(vii) or Section 8.1(a)(ix).
- (c) If the Agreement is terminated pursuant to Section 8.1(a)(i), Section 8.1(a)(ii), Section 8.1(a)(iii), Section 8.1(a)(iv), Section 8.1(a)(v), Section 8.1(a)(vi) (to the extent that the Company is the terminating party), Section 8.1(a)(viii) or Section 8.1(a)(x), the Deposit will be forthwith (and within five (5) Business Days) refunded in full to the Purchaser (with any accrued interest, and without offset or deduction).

## **ARTICLE 9 GENERAL**

### **9.1 Transaction Structure**

The Purchaser, with the prior consent of the Company and the Monitor, acting reasonably, may amend the structure of the Transactions, including with respect to optimizing tax structures, *provided* that the amendment to the Closing Sequence does not materially alter or impact the Transactions or the consideration which the Company and/or its applicable stakeholders will benefit from as part of the Transactions.

### **9.2 Survival**

All representations, warranties, covenants and agreements of the Company or the Purchaser made in this Agreement or any other agreement, certificate or instrument delivered pursuant to this Agreement will not survive the Closing except where, and only to the extent that, the terms of any covenant or agreement expressly provide for rights, duties or obligations extending after the Closing, or as otherwise expressly provided in this Agreement.

### **9.3 Expenses**

Except as otherwise set forth herein, or if otherwise agreed in writing upon amongst the Parties, each Party will be responsible for its own costs and expenses (including any Taxes imposed on these expenses) incurred in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Transactions (including the fees and disbursements of legal counsel, bankers, agents, investment bankers, accountants, brokers and other advisers).

## 9.4 Public Announcements

- (a) All public announcements made in respect of the Transactions will be made solely by the Company, *provided* that the public announcements will be in form and substance acceptable to the Purchaser, acting reasonably, and that nothing herein shall obligate the Company to make any public announcement in respect of the Transactions. Notwithstanding the foregoing, nothing herein will prevent a party from making public disclosure in respect of the Transactions to the extent required by Applicable Law, *provided* that if any disclosure is to reference a Party hereto, the Party will be provided notice of the requirement so that the Party may seek a protective order or other appropriate remedy.
- (b) Subject to the above, the Purchaser will agree to the existence and factual details of this Agreement and the Transactions generally being set out in any public disclosure made by the Company or the Purchaser including, without limitation, press releases and court materials, and to the filing of this Agreement with the Court in connection with the CCAA Proceeding, *provided* that such disclosure will be subject to redactions as may be necessary to protect the commercial interests of the applicable Parties.
- (c) Except as required by Applicable Law, the Company will not, without the prior written consent of the Purchaser (not to be unreasonably withheld, conditioned or delayed), specifically name the Purchaser in any press release or other public announcement or statement or commentary or make any representation in relation thereto.

## 9.5 Notices

- (a) Mode of Giving Notice. Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement will be in writing and will be effectively given and made if: (i) delivered personally; (ii) sent by prepaid overnight courier service; or (iii) sent by e-mail, in each case, to the applicable address set out below:

If to the Company to:

**Synaptive Medical Inc.**  
5055 Satellite Drive  
Mississauga, ON L4W 5K7

Attention: Cameron Piron / Dylan White

E-mail: cameron.piron@synaptivemedical.com /  
dylan.white@synaptivemedical.com

**Torys LLP**  
79 Wellington Street West  
Suite 3000

Box 270, TD Centre  
Toronto, ON M5K 1N2

Attention: Adam Slavens / Mike Noel

E-mail: aslavens@torys.com / mnoel@torys.com

If to the Monitor to:

**Richter Inc.**

181 Bay St. #3510  
Bay Wellington Tower  
Toronto, ON M5J 2T3

Attention: Karen Kimel / Brett Miller

E-mail: kkimel@richter.ca / bmiller@richter.ca

with a copy to:

**McMillan LLP**

Brookfield Place, Suite 4400  
181 Bay Street  
Toronto, ON M5J 2T3

Attention: Tushara Weerasooriya / Stephen Brown-Okruhlik

E-mail: Tushara.Weerasooriya@mcmillan.ca /  
Stephen.Brown-Okruhlik@mcmillan.ca

If to the Purchaser to:

**1001253954 Ontario Inc.**

200 Bay Street  
Suite 2800  
Toronto, ON M5J 2J3

Attention: Tim Macready

E-mail: tim.macready@skillcapital.com

with a copy (which shall not constitute notice) to:

**Mintz LLP**

200 Bay Street  
Suite 2800  
Toronto, ON M5J 2J3

Attention: Cheryl Reicin

E-mail: creicin@mintz.com

- (b) Deemed Delivery of Notice. Any communication so given or made will be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing, *provided* that the day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 5:00 p.m. (Eastern time) on that day. Otherwise, the communication will be deemed to have been given and made and to have been received on the next following Business Day.
- (c) Change of Address. Any Party may from time to time change its address under this Section 9.5 by notice to the other Parties given in the manner provided by this Section 9.5.

## **9.6 Time of Essence**

Time is of the essence in this Agreement in all respects.

## **9.7 Further Assurances**

The Company, on the one hand, and the Purchaser, on the other hand, will, at the sole expense of the requesting Party, from time to time promptly execute and deliver or cause to be executed and delivered all further documents and instruments and will do or cause to be done all further acts and things in connection with this Agreement that the other Parties may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

## **9.8 Entire Agreement**

This Agreement and the deliverables delivered by the Parties in connection with the Transactions constitute the entire agreement between the Parties or any of them pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect to the subject matter herein. There are no conditions, representations, warranties, obligations or other agreements between the Parties with respect to the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as explicitly set out in this Agreement.

## **9.9 Waiver and Amendment**

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement will be binding unless: (a) executed in writing by the Company and the Purchaser (including by way of e-mail); and (b) the Monitor will have provided its prior consent. No waiver of any provision of this Agreement will constitute a waiver of any other provision nor will any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

## **9.10 Severability**

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of any prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of any provision in any other jurisdiction.

## **9.11 Remedies Cumulative**

The rights, remedies, powers and privileges herein provided to a Party are cumulative and in addition to and not exclusive of or in substitution for any rights, remedies, powers and privileges otherwise available to that Party.

## **9.12 Governing Law**

This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

## **9.13 Dispute Resolution**

If any dispute arises with respect to the interpretation or enforcement of this Agreement, including as to what constitutes a breach or material breach of this Agreement for the purposes of article 8 hereof, the dispute will be determined by the Court within the CCAA Proceeding, or by any other Person or in any other manner as the Court may direct.

## **9.14 Attornment**

Each Party agrees: (a) that any Causes of Action relating to this Agreement will be brought in the Court, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of the Court; (b) that it irrevocably waives any right to, and will not, oppose any Causes of Action in the Court on any jurisdictional basis, including *forum non conveniens*; and (c) not to oppose the enforcement against it in any other jurisdiction of any Order duly obtained from the Court as contemplated by this Section 9.14. Each Party agrees that service of process on the Party as provided in this Section 9.14 will be deemed effective service of process on that Party.

## **9.15 Successors and Assigns**

This Agreement will enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.

## **9.16 Assignment**

The Company may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Purchaser. Prior to Closing, the Purchaser may assign, upon written notice to the Company, all or any portion of its rights and obligations under this Agreement to an Affiliate, *provided* that the Affiliate is capable of making the same representations and warranties herein and completing the Transactions by the Outside Date. Any

purported assignment or delegation in violation of this Section 9.16 is null and void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations hereunder.

### **9.17 Third Party Beneficiaries**

Except with respect to: (a) the Monitor as expressly set forth in this Agreement (including, without limitation, pursuant to Section 4.4 and Section 7.4); (b) ResidualCo as it relates to all rights, covenants, obligations and benefits in favour of the Company under this Agreement that survive Closing and are transferred to ResidualCo as an Excluded Liability at the Closing; (c) ResidualCo as it relates to all rights, covenants, obligations and benefits in favour of the Company under this Agreement that survive Closing and are transferred to ResidualCo as an Excluded Asset at the Closing; and (d) EDC as it relates to all rights, covenants, obligations and benefits in favour of EDC under this Agreement, including, without limitation, the releases granted pursuant to Section 5.8 and Section 5.9, the issuance of the EDC Warrants pursuant to Section 5.10 and the issuance of the Rollover Notes and related security pursuant to Section 6.2(e), this Agreement is for the sole benefit of the Parties, and nothing in this Agreement, express or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

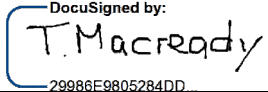
### **9.18 Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed to be an original and both of which taken together will be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Parties by e-mail in PDF or by other electronic transmission and the transmission will constitute delivery of an executed copy of this Agreement to the receiving Party.

*[Remainder of page intentionally left blank. Signature page follows.]*

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the date first above written.

**1001253954 ONTARIO INC.**

By:   
Name: Tim Macready

Title: Authorized Signatory

I have authority to bind the corporation

**SYNAPTIVE MEDICAL INC.**

By: \_\_\_\_\_  
Name:

Title:

I have authority to bind the corporation

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the date first above written.

**1001253954 ONTARIO INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have authority to bind the corporation

**SYNAPTIVE MEDICAL INC.**

By: \_\_\_\_\_

DocuSigned by:  
*Cameron Piron*  
5EE721EE2C2D461

Name: Cameron Piron

Title: President

I have authority to bind the corporation

## **Exhibit “A” - Approval and Reverse Vesting Order**

Form of Approval & Reverse Vesting Order to be settled between the Company and the Purchaser, subject to the usual terms for transactions of this nature, and as typically granted by the Ontario Superior Court of Justice (Commercial List).

## Schedule "A" - Assumed Liabilities

Nil.

### Schedule "B" - Encumbrances to be Discharged

File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
File No. 796772439 <b>PPSA</b>  20230831 1422 1590 8466 Reg. 4 year(s)	33	SYNAPTIVE MEDICAL INC.	CONSTANTINE ZACHOS 22 FRONT STREET WEST, 4TH FLOOR TORONTO ON M5J 2W5		X	X	X	X	X	
No Fixed Maturity Date										
File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
File No. 787953573 <b>PPSA</b>  20221027 1626 1590 5739 Reg. 4 year(s)	34	SYNAPTIVE MEDICAL INC.	EXPORT DEVELOPMENT CANADA 150 SLATER STREET OTTAWA ON K1A 1K3		X	X	X	X	X	
File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
File No. 780960645 <b>PPSA</b>  20220309 1049 1590 1758 Reg. 3 year(s)	35	SYNAPTIVE MEDICAL INC.	NATIONAL BANK FINANCIAL INC. ITF 2RK732A JAY REID 240 - 40TH AVENUE SW CALGARY AB T2S 0X3  MARK SHILLING #213, 5555 ELBOW DR. SW CALGARY AB T2V 1H7  YOOMI ASTLEY 73 ST. MARY STREET TORONTO ON M5S 0A4  TIMOTHY HAYES 197 QUEENSDALE AVE. TORONTO ON M4C 2B1		X	X	X	X	X	

File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
File No. 780961005 <b>PPSA</b>  20220309 1054 1590 1764 Reg. 4 year(s)	39	SYNAPTIVE MEDICAL INC.	ZACORP VENTURES INC. PO BOX 14, STATION B RICHMOND HILL ON L4E 0Y3		X	X	X	X	X	
File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
File No. 768786471 <b>PPSA</b>  20201223 1021 1590 0104 Reg. 5 year(s)	49	SYNAPTIVE MEDICAL INC.	BDC CAPITAL INC. 100-5 PLACE VILLE-MARIE MONTREAL QC H3B 5E7		X	X	X	X	X	
File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
File No. 768786822 <b>PPSA</b>  20201223 1032 1862 8048 Reg. 5 year(s)	50	SYNAPTIVE MEDICAL INC.	ESPRESSO CAPITAL LTD. 300-8 KING STREET EAST TORONTO ON M5C 1B5		X	X	X	X		
File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
20230922 0906 1590 1392  D ASSIGNMENT	51	SYNAPTIVE MEDICAL INC.	ESPRESSO CAPITAL LTD. (Assignor)  EXPORT DEVELOPMENT CANADA (Assignee) 150 SLATER STREET							

			OTTAWA ON K1A 1K3							

### **Schedule “C” - Excluded Assets**

1. The Subsidiary Equity.
2. The Administrative Expense Reserve.
3. All books, records, files, papers, books of account and other tax and financial data related to the Excluded Liabilities, including any applicable Tax Returns.

## Schedule “D” - Excluded Contracts

1. All Contracts for borrowed money.
2. All Contracts involving repayable contributions and no further funding to the Company.
3. All guaranties or sureties of the Company.
4. All agreements of the Company with Subsidiaries.
5. Supply Agreement between Synaptive Medical Inc. and Superconducting Systems Inc. dated January 17, 2019, as amended on July 26, 2021.
6. Distribution Agreement between Synaptive Medical Inc. and Medi Urge (Private) Limited.
7. Distribution Agreement between Synaptic Medical Inc. and Cichel (Beijing) Science & Technology Co., Ltd. Dated September 30, 2020 and amended July 25, 2024.
8. Warehousing Proposal between Synaptive Medical Inc. and Pacer Air Freight Ltd. dated November 1, 2021 and any related purchase orders.
9. Commercialization Agreement between Synaptive Medical Inc. and Panaxium SAS dated October 6, 2021.
10. Joint Development Agreement between Synaptive Medical Inc. and Panaxium SAS dated October 6, 2021, as amended on January 28, 2022.
11. All agreements involving the Company with Stryker Corporation or its affiliates, except for the Marketing and Support Services Agreement dated July 28, 2023.
12. Fifth Amended and Restated Unanimous Shareholders Agreement of Synaptive Medical Inc. dated February 6, 2023.
13. Registration Rights Agreement of Synaptive Medical Inc. dated December 6, 2019.
14. Fourth Amended and Restated Stock Option Plan of Synaptive Medical Inc.
15. Board Retainer Letter with Richard Hausmann dated July 8, 2021.
16. Board Retainer Letter with Timothy Scannell dated August 9, 2022.
17. Board Retainer Letter with Daniel Bordessa dated August 10, 2022.
18. License Agreement between Synaptive Medical Inc. and Sunnybrook Research Institute dated December 16, 2021.
19. Net Office Lease between Synaptive Medical Inc. and Richmond Street West (555) Inc. dated April 14, 2016 and amended August 15, 2016; June 10, 2019; July 15, 2021; and February 20, 2025.
20. Camera Supply Agreement between Synaptive Medical Inc. and Northern Digital Inc. dated March 9, 2015 and amended March 9, 2017; April 1, 2018; February 13, 2020; December 20, 2022.
21. Spheres Supply Agreement between Synaptive Medical Inc. and Northern Digital Inc. dated March 9, 2015 and amended March 9, 2017; August 8, 2018; October 13, 2019; March 9, 2020; March 9, 2023.
22. Regional Relief and Recovery Fund Contribution Agreement between Synaptive Medical Inc. and the Minister responsible for Federal Economic Development Agency for Southern Ontario dated June 29, 2020.

23. Collaborative Research Agreement between Synaptive Medical Inc. and University Health Network dated November 20, 2023.
24. Commitment Confirmation between Synaptive Medical Inc. and Jersey Shore University Medical Center dated March 15, 2023.

### **Schedule “E” - Excluded Liabilities**

1. Convertible notes and other indebtedness for borrowed money (other than the Liabilities pursuant to the Rollover Notes).
2. Liabilities under repayable contributions and other debt-like agreements that will not provide further funding to the Company (other than, for greater certainty, the Liabilities pursuant to the Rollover Notes).
3. All outstanding Causes of Action against the Company.

## **Schedule “F” - Intellectual Property**

All Intellectual Property of the Company in any jurisdiction and in whatever form or format, other than Excluded Contracts.

## **Schedule “G” - Material Permits and Licenses**

The permits, licenses, Authorizations, approvals or other evidence of authority issued to, granted to, conferred upon, or otherwise created for the Company, except for Excluded Contracts.

## Schedule "H" - Permitted Encumbrances

1. The security to be granted by the Company in connection with the issuance of the Rollover Notes pursuant to the terms of this Agreement.
- 2.

	File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
					CG	I	E	A	O	MV	
1.	File No. 512806311 <b>PPSA</b>  20250121 0937 1532 2928 Reg. 03 year(s)	2	SYNAPTIVE MEDICAL INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1			X	X	X		
<p>General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF 20 DELL MOBILE PRECISION WORKSTATION 5560 CTO, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.</p>											
2.	File No. 512809857 <b>PPSA</b>  20250121 0952 1532 3270 Reg. 03 year(s)	5	SYNAPTIVE MEDICAL INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1			X	X	X		
<p>General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF DELL WORKSTATIONS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.</p>											
	20250128 0941 4085 0469  A AMENDMENT	7	SYNAPTIVE MEDICAL INC.				X	X	X		

Reason for Amendment:  
UPDATE EQUIPMENT DESCRIPTION IN THE GENERAL COLLATERAL SECTION

General Collateral Description:  
DELETED ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF DELL WORKSTATIONS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM. ADDED ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF FIFTEEN (15) HP ELITEBOOK 840 G8 - 14" LAPTOPS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

	File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
					CG	I	E	A	O	MV	
3.	File No. 512812809 <b>PPSA</b>  20250121 0958 1532 3519 Reg. 05 year(s)	13	SYNAPTIVE MEDICAL INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1			X	X	X		

General Collateral Description:  
ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF DELL WORKSTATIONS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.THE FULL DEBTOR ADDRESS IS - 555 RICHMOND STREET WEST, SUITE 800ITE 800 TORONTO M5V 3B1

	20250128 0948 4085 0485  A AMENDMENT	16	SYNAPTIVE MEDICAL INC.				X	X	X		
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Reason for Amendment:  
UPDATE EQUIPMENT DESCRIPTION IN THE GENERAL COLLATERAL SECTION

General Collateral Description:  
DELETED ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF DELL WORKSTATIONS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM. ADDED ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF THIRTY-FIVE (35) DELL MOBILE PRECISION WORKSTATION 5680 LAPTOPS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
4. File No. 512812818 <b>PPSA</b>  20250121 0958 4085 7990 Reg. 05 year(s)	22	SYNAPTIVE MEDICAL INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1			X	X	X	X	
2015 YALE ERP040VT (VIN: G807N07790N)										
General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, AND SUCH OTHER GOODS FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF 2015 YALE ERP040VT FORKLIFT S/N G807N07790N, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.										
File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
5. File No. 508596111 <b>PPSA</b>  20240827 1500 1532 6127 Reg. 04 year(s)	25	SYNAPTIVE MEDICAL INC	HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY 1875 BUCKHORN GATE, SUITE 202 MISSISSAUGA ON L4W 5P1  COMPAGNIE DE SERVICES FINANCIERS HEWLETT-PACKARD CANADA 1875 BUCKHORN GATE, SUITE 202 MISSISSAUGA ON L4W 5P1		X	X	X	X	X	
Amount Secured: \$82599.36										
General Collateral Description: ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR "HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR										

TRADE NAME OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS, PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS, AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR OTHERWISE INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND FIXTURES, RACKS, ENCLOSURES AND NODES, AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, LICENSES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

	File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
					CG	I	E	A	O	MV	
10.	File No. 779905026 <b>PPSA</b>  20220125 1425 8077 6672 Reg. 4 year(s)	40	SYNAPTIVE MEDICAL INC	HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY 5150 SPECTRUM WAY MISSISSAUGA ON L4W 5G1  COMPAGNIE DE SERVICES FINANCIERS HEWLETT-PACKARD CANADA 5150 SPECTRUM WAY MISSISSAUGA ON L4W 5G1					X		

No Fixed Maturity Date

**General Collateral Description:**

ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR "HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS, PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS? AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR OTHERWISE INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND FIXTURES, RACKS, ENCLOSURES AND NODES? AND ALL PROCEEDS OF THE

FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, LICENCES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

	File No. / Reg. No.		Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
		No.				CG	I	E	A	O	MV	
13.	File No.	No.	52	SYNAPTIVE MEDICAL INC.	ROYAL BANK OF CANADA 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4				X	X		
	20151022 1530 1311 Reg. 5 year(s)	1435										
	20200918 1530 6612	1454	53	SYNAPTIVE MEDICAL INC.								
	B RENEWAL Renew 5 year(s)											

## Schedule “I” - Retained Contracts

1. License Agreement between Synaptive Medical (Barbados) Inc. (subsequently assigned to Synaptive Medical Inc.) and The University of Western Ontario dated November 14, 2013, as amended.
2. Master Research Agreement between Synaptive Medical Inc. and The University of Western Ontario dated January 1, 2014.
3. Master Engineering Services and Intellectual Property Licensing Agreement between Synaptive Medical Inc. and Macdonald, Dettwiler and Associates Inc. dated December 15, 2017, and the attachments and addendums thereto.
4. Software Restricted Use and End User License Agreement between Synaptive Medical Inc. and MacDonald, Dettwiler and Associates Inc. dated January 11, 2018.
5. Embedded Software license Agreement between Synaptive Medical Inc. and Creoir Oy dated January 2, 2023.
6. Sponsored Research Agreement between Synaptive Medical Inc. and The Trustees of the University of Pennsylvania, dated June 28, 2016.
7. Master Collaborative Research Agreement between Synaptive Medical Inc., Nova Scotia Health Authority, and Dr. Steven Beyea dated August 24, 2020.
8. Trade Mark Co-Existence Agreement between Medartis Holding AG and Synaptive Medical (Barbados) Inc. (subsequently assigned to Synaptive Medical Inc.).
9. Accusoft Corporation Software License.
10. Kakadu Software License.
11. AVC Patent Portfolio License between MPEG LA, L.L.C. and Synaptive Medical Inc. dated December 6, 2016.
12. Core License Agreement between PLDA, Inc. and Synaptive Medical Inc. dated December 7, 2016.
13. Codec License Agreement between x264, LLC and Synaptive Medical Inc. dated April 1, 2017.
14. All insurance policies of the Company.
15. All third party agreements with respect to employee benefit plans (excluding, for greater certainty, the Synaptive Medical Inc. stock option plan), including but not limited to:
  - Alliant [USA benefits];
  - Total Benefit Solutions [USA benefits];
  - Cowan [Canada benefits];
  - Allstate [critical illness];
  - RBC Life Insurance Company [Canada benefits];
  - Royal Bank of Canada [RRSP];
  - Sun Life [USA Life Insurance];
  - Navia [Flexible Spending Account Manager];
  - Ascensus Trust [401k custodian];

- HUB International [USA worker's compensation]; and
  - Allianz/Benefex [Germany pension].
16. All Real Property Leases, except in respect of the 555 Richmond Street West location.
  17. Industrial Building Lease between Synaptive Medical Inc. and Piret (Skymark Satellite) Holdings Inc. dated July 25, 2024.
  18. Commercial Lease between Synaptive Medical Inc. and Dancor of London Inc. dated July 7, 2021 and amended June 2, 2022.
  19. Marketing and Support Services Agreement between Synaptive Medical Inc. and Stryker Corporation dated July 28, 2023.
  20. Master Strategic Affiliation Agreement with Medical University of South Carolina, Medical University Hospital Authority, University Medical Associates of the Medical University of South Carolina and Synaptive Medical Inc. dated April 2, 2020.
  21. Purchasing Agreement between HCA Management Services, L.P. and Synaptive Medical Inc., as amended.
  22. Asset Purchase Agreement by and among Synaptive Medical (Barbados) Inc. (subsequently assigned to Synaptive Medical Inc.), Synaptive Medical Inc., ClearCanvas Incorporated, ClearCanvas Holdings Inc., Clinton Chau, Norman Young, Chinook Holdings Corp., Gal Holdings Corp., David Gallop and Wes Hodges dated November 27, 2014.
  23. Settlement Agreement between Karl Storz Endoscopy-America, Inc. and Synaptive Medical Inc. dated February 14, 2019.
  24. Software License Agreement between ClearCanvas Incorporated (as assigned to Synaptive Medical Inc.), as licensor, and Conavi Medical Inc. (formerly Colibri Technologies Inc.), as licensee, dated July 2013.
  25. All other outlicense agreements involving the Company in respect of ClearCanvas technology.
  26. All master sales agreements and similar agreements and related purchase orders with customers of the Company.
  27. All product support, onsite clinical services, and similar agreements with customers of the Company.
  28. Agreement between the Province of Nova Scotia Department of Public Works and Synaptive Medical Inc. dated October 29, 2024 and amended November 22, 2024.
  29. Design-Build Stipulated Price Contract between Synaptive Medical Inc. and Health Care Solutions Inc.
  30. Value Added Resellers Agreement between Synaptive Medical Inc. and Barco, Inc. dated January 10, 2017.
  31. Reseller Agreement between Synaptive Medical Inc. and Toshiba America Information Systems, Inc. (and assigned to Canon Medical Components USA, Inc.) dated October 23, 2017.

32. Reseller Agreement between Synaptive Medical Inc. and Sony Electronics Inc. dated April 1, 2020 and amended March 25, 2021; April 1, 2022; April 1, 2023; and April 1, 2024.
33. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2020-1007 (as amended).
34. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2020-1009 (as amended).
35. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2020-1023.
36. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2021-1098 (as amended).
37. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2022-3207.
38. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2022-3212.
39. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2022-4056.
40. Contribution Agreement between Synaptive Medical Inc. and the Minister of State (Federal Economic Development Agency for Southern Ontario) dated May 16, 2024.
41. OTF Grant Agreement between Synaptive Medical Inc. and the Ontario Minister of Economic Development, Job Creation and Trade dated March 14, 2023.
42. All Non-Disclosure Agreements and Permission to Use Data agreements to which the Company is a party, including but not limited to:
  - Permission to Use Date Form between Synaptive Medical Inc. and Advent Health;
  - Permission to Use Date Form between Synaptive Medical Inc. and Brisbane Private;
  - Permission to Use Date Form between Synaptive Medical Inc. and Inova;
  - Permission to Use Date Form between Synaptive Medical Inc. and IU Methodist (1);
  - Permission to Use Date Form between Synaptive Medical Inc. and IU Methodist (2);
  - Permission to Use Date Form between Synaptive Medical Inc. and MUSC (1);
  - Permission to Use Date Form between Synaptive Medical Inc. and MUSC (2);
  - Permission to Use Date Form between Synaptive Medical Inc. and Omaha (1);
  - Permission to Use Date Form between Synaptive Medical Inc. and Omaha (2);
  - Permission to Use Date Form between Synaptive Medical Inc. and Omaha (3);
  - Permission to Use Date Form between Synaptive Medical Inc. and Omaha (4);
  - Permission to Use Date Form between Synaptive Medical Inc. and Thomas Jefferson;
  - and
  - Permission to Use Date Form between Synaptive Medical Inc. and UPMC.
43. Letter of Intent and Bill of Sale between Synaptive Medical Inc. and 1001045838 Ontario Inc.

## Schedule “J” - Rollover Notes

<b>Senior Rollover Noteholder</b>	<b>Principal Amount</b>
Export Development Canada	\$6,000,000
<b>Total:</b>	<b>\$6,000,000</b>

### Terms of the Senior Rollover Note

- Maturity: 5 years from the issue date
- Interest: 8% per annum. Interest will be paid in cash or paid-in-kind at the election of the Company.
- Repayment Terms. The principal amount of the Senior Rollover Note shall be due on maturity and shall not be repayable early unless the Company pays (i) all accrued and unpaid interest and (ii) all remaining foregone interest on the Senior Rollover Note that would have been payable up to maturity (in the case of (ii) assuming payment in cash and no compounding).
- Priority: the Senior Rollover Note shall rank senior to all Junior Rollover Notes.
- Security: Secured by a general security agreement in form and substance satisfactory to EDC granting to EDC a first-ranking security interest in all of the present and after-acquired property of the Company.
- Covenants: Customary Senior Indebtedness covenants, substantially as provided under the existing Senior Indebtedness, including prohibition on additional indebtedness unless consented to be EDC and excluding financial covenants, covenants regarding the issuance of equity securities, covenants regarding management compensation, covenants regarding capital expenditures, covenants restricting changes to the constating documents of the Company that do not affect debtholders and other covenants affecting the operations of the Company that are not customarily requested by lenders.
- Financial Reporting: The Company shall provide the following information to the lender:
  - no later than 30 days after each month end, the balance sheet and income statement;
  - no later than 45 days following the first day of each financial year, the board approved annual budget;
  - commencing with the year ended December 31, 2026, within 180 days of each financial year end, annual audited financial statements including a balance sheet, income statement, cash flow statement, statement of shareholders’ equity and accompanying notes; and
  - within 5 days of the lender’s written request, such other information as the lender may reasonably request.
- Events of Default: Customary events of default, substantially as provided under the existing Senior Indebtedness.
- Governing Law: Ontario

<b>Junior Rollover Noteholder</b>	<b>Principal Amount<sup>1</sup></b>
Export Development Canada	[\$●]
[Debtholder 1]	[\$●]
[Debtholder 2]	[\$●]
<b>Total:</b>	<b>\$14,000,000</b>

**Terms of the Junior Rollover Notes**

- Maturity: 5 years from the issue date
- Interest: 8% per annum. Interest will be paid in cash or paid-in-kind at the election of the Company.
- Repayment Terms. The principal amount of the Junior Rollover Notes shall be due on maturity and shall not be repayable early unless the Company pays (i) all accrued and unpaid interest and (ii) all remaining foregone interest on the Junior Rollover Note that would have been payable up to maturity (in the case of (ii) assuming payment in cash and no compounding).
- Priority: the Junior Rollover Notes shall rank: (1) junior to the Senior Rollover Note; and (2) *pari passu* with one another.
- Security: Secured by a general security agreement in form and substance satisfactory to EDC granting to the Junior Rollover Noteholders a second-ranking security interest in all of the present and after-acquired property of the Company.
- Covenants: Customary Junior Indebtedness covenants, substantially as provided under the existing Junior Indebtedness, including prohibition on additional indebtedness unless consented to be EDC and excluding financial covenants, covenants regarding the issuance of equity securities, covenants regarding management compensation, covenants regarding capital expenditures, covenants restricting changes to the constating documents of the Company that do not affect debtholders and other covenants affecting the operations of the Company that are not customarily requested by lenders.
- Financial Reporting: The Company shall provide the following information to the lenders:
  - no later than 30 days after each month end, the balance sheet and income statement;
  - no later than 45 days following the first day of each financial year, the board approved annual budget;
  - commencing with the year ended December 31, 2026, within 180 days of each financial year end, annual audited financial statements including a balance sheet, income statement, cash flow statement, statement of shareholders’ equity and accompanying notes; and
  - within 5 days of a lender’s written request, such other information as such lender may reasonably request.

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<sup>1</sup> The aggregate \$14M of the Junior Rollover Notes to be allocated pro rata to the holders of senior debentures of the Company (~80% to EDC and ~20% to the other holders).

- Intercreditor provisions under existing Junior Indebtedness to be reflected in the Junior Rollover Notes, including the definition of “Required “Majority”.
- Events of Default: Customary events of default, substantially as provided under the existing Junior Indebtedness.
- Governing Law: Ontario

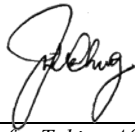
**Schedule “K” – Terminated Employees**

Nil.

### Schedule “L” – EDC Warrants

- Warrants to purchase a number of the most senior ranking class of shares outstanding in the capital of the Purchaser at the time of exercise equal to 5% of the fully diluted capitalization of the Purchaser as of the Closing Time (with such fully diluted capitalization calculated on the basis of and including all shares available for issuance, reserved or outstanding under the equity incentive plan of the Purchaser) (the “**Warrant Shares**”). Such 5% will be protected from dilution up to a total of US\$30,000,000 raised in one or more equity financings, following which the EDC Warrants will be subject to dilution, on a pro rata basis along with all other equity holders of the Purchaser, by any subsequent equity financings in excess of such US\$30,000,000 amount.
- Issued as of the Closing Time and fully vested at the time of issuance.
- Expiration on the earlier of (1) the 5-year anniversary of the Closing Date; and (2) the occurrence of a liquidity event involving the sale of the Company or the Purchaser or substantially all of their respective assets
- The Purchaser shall be obligated to provide 30-days prior written notice of any transaction or series of related transactions resulting in the occurrence of a liquidity event involving the sale of the Company or the Purchaser or substantially all of their respective assets and/or (2) which may adversely affect the ability of EDC to exercise the Warrants and/or sell Warrant Shares.
- Nominal exercise price.
- The right to receive proceeds upon the sale of the Warrant Shares shall be capped, in the aggregate, at an amount equal to: (1) the aggregate exercise price of the EDC Warrants; *plus* (2) US\$35,000,000.
- Governing Law: Ontario.
- Other terms and conditions which are customary and reasonably acceptable to the Purchaser and EDC.

This is **Exhibit “F”** referred to in the Affidavit of Jessica Markic sworn before me this 24<sup>th</sup> day of April, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**Julia Chung (LSO # 90012D)**

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

THE HONOURABLE	)	WEDNESDAY, THE 18 <sup>th</sup>
	)	
JUSTICE J. DIETRICH	)	DAY OF JUNE, 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 SYNAPTIVE MEDICAL INC.

(the “**Applicant**”)

**ORDER  
(Approval and Reverse Vesting Order)**

**THIS MOTION**, made by the Applicant 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 subscription agreement dated as of June 12, 2025 between the Applicant, as the company, and 1001253954 Ontario Inc. (the “**Purchaser**”), as the purchaser (the “**Subscription Agreement**”) and the Transactions (as defined in the Subscription Agreement); (ii) adding 1001270243 Ontario Inc. (“**ResidualCo**”) as an applicant to this proceeding (the “**CCAA Proceeding**”); (iii) transferring and vesting all of the Applicant’s right, title and interest in and to the Excluded Assets, Excluded Contracts, and Excluded Liabilities (each as defined in the Subscription Agreement) to and in ResidualCo; (iv) authorizing and directing the Applicant to file the Articles of Reorganization (as defined in the Subscription Agreement); (v) authorizing and directing the Applicant to issue the Rollover Notes to the Rollover Noteholders (each as defined

in the Subscription Agreement); (vi) releasing and discharging all Claims and Encumbrances against the Applicant and the Retained Assets (each as defined below); (vii) canceling and terminating, without consideration, all Existing Equity (as defined in the Subscription Agreement) other than the rights of the Purchaser under the Subscription Agreement; (viii) authorizing and directing the Applicant to issue the Subscribed Shares, and vesting in the Purchaser, all right, title and interest in and to the Subscribed Shares, free and clear of any Encumbrances (as defined herein); and (ix) granting certain ancillary relief, was heard this day by judicial videoconference in Toronto, Ontario.

**ON READING** the Motion Record of the Applicant dated June 12, 2025 (the “**Motion Record**”), filed, the Third Report of Richter Inc. (“**Richter**”), in its capacity as the Court-appointed monitor of the Applicant (in such capacity, the “**Monitor**”) dated June 14, 2025 (the “**Third Report**”), filed, and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, counsel for the Purchaser and those other parties listed on the Participant Information Form, and no one else appearing although duly served as appears from the lawyer’s certificates of service of Mike Noel dated June 13 and 16, 2025, filed, the affidavit of service of Kunalan Shelvarajah sworn June 16, 2025, filed, and the affidavit of service of Elizabeth Nigro sworn June 16, 2025, filed,

## **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion of the Applicant dated June 12, 2025 (the “**Notice of Motion**”) and Motion Record is hereby abridged and validated such that this Motion is properly returnable today, and further service of the Notice of Motion and the Motion Record is hereby dispensed with.

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them in the Subscription Agreement.

### **APPROVAL AND VESTING**

3. **THIS COURT ORDERS** that the Subscription Agreement and the Transactions be and are hereby approved, and that the execution of the Subscription Agreement by the Applicant is hereby authorized, approved and ratified, with such minor amendments as the parties thereto may deem necessary, with the consent of the Monitor. The Applicant is hereby authorized and directed to perform its obligations under the Subscription Agreement and to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transactions, including but not limited to, the filing of the Articles of Reorganization, the conveyance of the Subscribed Shares to the Purchaser, the cancellation of the Existing Equity (other than the rights of the Purchaser under the Subscription Agreement) and the issuance of the Rollover Notes and the related security to the Rollover Noteholders.

4. **THIS COURT ORDERS** that this Order shall constitute the only authorization required by the Applicant to proceed with the Transactions, and that no shareholder or other approval shall be required in connection therewith.

5. **THIS COURT ORDERS** that, upon the Monitor's delivery of a certificate substantially in the form attached hereto as **Schedule "A"** (the "**Monitor's Certificate**") to the Applicant and the Purchaser (the "**Effective Time**"), the following shall occur and shall be deemed to have occurred immediately prior to the Effective Time in the following sequence:

- (a) first, in consideration for the Purchase Price, the Applicant shall issue the Subscribed Shares to the Purchaser, and all of the right, title and interest in and to the Subscribed Shares shall vest absolutely in the Purchaser free and clear of and

from any and all debts, liabilities, obligations, indebtedness, contracts, leases, agreements, and undertakings of any kind or nature whatsoever, whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or equity and whether based in statute or otherwise, including any and all encumbrances, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”), including without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Initial Order or any other Order of the Court in this CCAA Proceeding; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry systems; (iii) any charges, security interests or claims evidenced by registrations pursuant to the *Land Titles Act* (Ontario), the *Registry Act* (Ontario), the *Land Registration Reform Act* (Ontario) or any other real property or real property related registry or recording system; and (iv) those Claims listed on **Schedule “B”** hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the Permitted Encumbrances listed on **Schedule “C”** hereto);

- (b) second, all of the Applicant’s right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in ResidualCo, with all applicable Claims and Encumbrances continuing to attach to the Excluded Assets in accordance with paragraph 10 of this Order;

- (c) third, all Excluded Contracts and Excluded Liabilities shall be channeled to, assumed by and vested absolutely and exclusively in ResidualCo, such that the Excluded Contracts and Excluded Liabilities shall become the obligations of ResidualCo, and shall no longer be obligations of the Applicant and all of the Retained Assets shall be and are hereby forever released and discharged from such Excluded Contracts and Excluded Liabilities and all related Claims and all Encumbrances affecting or relating to the Retained Assets are to be expunged and discharged as against the Retained Assets;
- (d) fourth, the Retained Assets shall be retained by the Applicant, free and clear of and from any and all Claims and Encumbrances, save and except for any accrued or future Claims arising from or in connection with any Retained Contract (each, a **“Retained Contract Claim”**);
- (e) fifth, the Applicant shall issue, or shall be deemed to issue, the Rollover Notes and related security to the Rollover Noteholders in accordance with, and on the terms set out in, the Subscription Agreement;
- (f) sixth, all Existing Equity (other than the Subscribed Shares and the Existing Common Shares), including, for greater certainty, all options, conversion privileges, equity-based awards, warrants, securities, debentures, loans, notes or other rights, agreements or commitments of any character whatsoever that are held by any Person (defined below) which are convertible or exchangeable for any securities of the Applicant or which require the issuance, sale or transfer by the Applicant, of any shares or other securities of the Applicant and/or the share capital of the Applicant, or otherwise relating thereto (which, for clarity, shall not include the EDC Warrants), shall be deemed terminated and cancelled without

consideration and the only Equity Interests of the Applicant that shall remain shall be the Subscribed Shares;

- (g) seventh, the Articles of Reorganization shall be filed or deemed to have been filed and the Existing Common Shares (except for the Subscribed Shares) shall be cancelled or deemed to have been cancelled in accordance therewith; and
- (h) eighth, the Applicant shall cease being the Applicant in this CCAA Proceeding, and the Applicant shall be released from the purview of the Initial Order and all other Orders of this Court granted in respect of this CCAA Proceeding, save and except for this Order, the provisions of which (as they relate to the Applicant) shall continue to apply in all respects.

6. **THIS COURT ORDERS AND DIRECTS** the Monitor to file with the Court a copy of the Monitor’s Certificate, forthwith after delivery thereof in connection with the Transactions.

7. **THIS COURT ORDERS** that the Monitor may rely on written notice from the Applicant, the Purchaser and Export Development Canada (“**EDC**”) regarding the fulfilment of conditions to closing under the Subscription Agreement and shall have no liability with respect to delivery of the Monitor’s Certificate.

8. **THIS COURT ORDERS** that upon delivery of the Monitor’s Certificate, and upon filing of a copy of this Order, together with any applicable registration fees, all governmental authorities and any other applicable registrar or government ministries or authorities exercising jurisdiction with respect to the Applicant, the Retained Assets or the Excluded Assets (collectively, the “**Governmental Authorities**”) are hereby authorized, requested and directed to accept delivery of such Monitor’s Certificate and a copy of this Order as though they were originals and to register such transfers and interest authorizations as may be required to give effect to the terms

of this Order and the Subscription Agreement. Presentment of this Order and the Monitor's Certificate shall be the sole and sufficient authority for the Governmental Authorities to make and register transfers of interest against any of the Property and the Monitor and the Purchaser are hereby specifically authorized to discharge the registrations on the Retained Assets and the Excluded Assets, as applicable.

9. **THIS COURT ORDERS** that the Monitor and the Applicant, as applicable, are authorized to distribute the Cash Consideration to the Persons entitled to be paid the Administrative Expense Costs (in accordance with their relative priority) and to distribute the Rollover Notes to the Rollover Noteholders and the EDC Warrants to EDC.

10. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims and Encumbrances, from and after the Effective Time, all Claims and Encumbrances transferred, assumed, released, expunged and discharged pursuant to paragraph 5 hereof shall attach to the Excluded Assets with the same priority as they had immediately prior to the Transactions, as if the Transactions had not occurred.

11. **THIS COURT ORDERS** that any right of set off of Canada Revenue Agency is preserved to the extent that: (i) any amounts that are, or become, due to the Applicant or ResidualCo with respect to obligations arising prior to March 19, 2025 (the "**Filing Date**") are applied against any amounts that are, or become due, from the Applicant or ResidualCo with respect to obligations arising prior to the Filing Date; or (ii) any amounts that are, or become, due to the Applicant or ResidualCo with respect to obligations arising after the Filing Date are applied against any amounts that are, or become due, from the Applicant or ResidualCo with respect to obligations arising after the Filing Date.

12. **THIS COURT ORDERS THAT:** (a) with respect to any Retained Contract that is a lease in respect of real property (each, a “**Retained Lease**”), and subject only to paragraphs 16, 17 and 18 this Order, all claims, obligations, rights, and interests under such Retained Lease of the respective parties to such Retained Lease are unaffected by this Order and, for greater certainty, subject only to paragraphs 16, 17 and 18 this Order: (i) no Claims of any landlord in respect of such Retained Lease shall be vested in or transferred to ResidualCo or expunged, barred, or released by operation of this Order; and (ii) nothing in this Order shall amend, vary, or be deemed to amend or vary, the terms of any of such Retained Lease; and (b) any Excluded Contract that is a lease in respect of real property may be disclaimed (each, a “**Disclaimed Lease**”) subject to and in accordance with the requirements of the CCAA prior to the Closing Date, and any Claims arising from such disclaimer shall vest in ResidualCo in accordance with this Order. Notwithstanding anything to the contrary herein: (I) no Disclaimed Lease shall vest in or be transferred or assigned to ResidualCo, and (II) no Retained Lease shall be assigned or assumed by operation of this Order unless completed in accordance with the applicable Retained Lease, including obtaining any required consent of the landlord that is party to such Retained Lease or an Order under section 11.3 of the CCAA is obtained assigning such Retained Lease to the Purchaser or an entity designated by the Purchaser.

13. **THIS COURT ORDERS** that nothing in this Order or the Subscription Agreement affects whatever lien rights Pacer Air Freight Ltd. (“**Pacer**”) may have pursuant to: (i) the Warehousing Proposal dated November 15, 2021, between Pacer and the Applicant; (ii) the *Repair and Storage Liens Act*, RSO 1990, c R.25, or both, and any such rights are preserved, with the rights to dispute the existence and extent of such lien rights fully reserved and preserved.

14. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended, the Applicant or the

Monitor, as the case may be, is authorized, permitted and directed to, at the Effective Time, disclose to the Purchaser, all human resources and payroll information in the Applicant’s records pertaining to past and current employees of the Applicant. The Purchaser shall maintain and protect the privacy of such information in accordance with applicable law and shall be entitled to use the personal information provided to it in a manner that is in all material respects identical to the prior use of such information by the Applicant.

15. **THIS COURT ORDERS** that, at the Effective Time and subject to paragraph 11, the Purchaser and the Applicant shall be deemed released from any and all Claims, Liabilities, or other obligations with respect to any Taxes (including penalties and interest thereon) of, or that are collectible by, or that relate to, the Applicant, but such release shall not apply to: (a) Taxes in respect of the business and operations conducted by the Applicant after the Filing Date; or (b) Taxes that are an Assumed Liability in the Subscription Agreement. For greater certainty, nothing in this paragraph shall release or discharge any Claims with respect to Taxes that are transferred to ResidualCo.

16. **THIS COURT ORDERS** that except to the extent expressly contemplated by the Subscription Agreement, all Contracts (excluding, for greater certainty, the Excluded Contracts, but including all other pending and executory contracts, agreements, leases and arrangements (whether oral or written)) to which the Applicant is a party at the time of delivery of the Monitor’s Certificate, will be and remain in full force and effect upon and following delivery of the Monitor’s Certificate and no individual, firm, corporation, governmental body or agency, or any other entity (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) who is a party to any such arrangement may accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise any right (including any right of set off, dilution

or other remedy) or make any demand under or in respect of any such arrangement and no automatic termination will have any validity or effect, by reason of:

- (a) any event that occurred on or prior to the delivery of the Monitor's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Applicant);
- (b) the insolvency of the Applicant or the fact that the Applicant sought or obtained relief under the CCAA;
- (c) any compromises, releases, discharges, cancellations, transactions, arrangements, reorganizations or other steps taken or effected pursuant to the Subscription Agreement, the Transactions or the provisions of this Order, or any other Order of the Court in this CCAA Proceeding; or
- (d) any transfer, assignment, or any change of control of the Applicant arising from the implementation of the Subscription Agreement, the Transactions or the provisions of this Order.

17. **THIS COURT ORDERS**, for greater certainty, that: (a) nothing in paragraph 16 hereof shall waive, compromise or discharge any obligations of the Applicant or the Purchaser in respect of any Assumed Liabilities and/or Retained Contract Claims; and (b) the designation of any Claim as an Assumed Liability and the designation of any contract as a Retained Contract is without prejudice to the Applicant's or the Purchaser's right to dispute the existence, validity or quantum of any such Assumed Liability and/or Retained Contract Claim; (c) nothing in this Order or the Subscription Agreement shall affect or waive the Applicant's or the Purchaser's rights and defences, both legal and equitable, with respect to any Assumed Liability and/or any Retained

Contract Claim, including, but not limited to, all rights with respect to entitlements to set offs or recoupments against such Assumed Liability and/or Retained Contract Claim.

18. **THIS COURT ORDERS** that from and after the Effective Time, all Persons shall be deemed to have waived any and all defaults of the Applicant then existing or previously committed by the Applicant, or caused by the Applicant, directly or indirectly, or non-compliance with any covenant, warranty, representation, undertaking, positive or negative pledge, term, provision, condition, or obligation, expressed or implied in any Retained Contract existing between such Person and the Applicant arising directly or indirectly from the commencement of this CCAA Proceeding and the implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 16 hereof and any and all notices of default and demands for payment or any step or proceeding taken or commenced in connection therewith under a Retained Contract shall be deemed to have been rescinded and of no further force or effect, provided that nothing herein shall be deemed to excuse the Applicant or the Purchaser from performing its obligations under the Subscription Agreement or be a waiver of defaults by the Applicant or the Purchaser under the Subscription Agreement and the related documents.

19. **THIS COURT ORDERS** that from and after the Effective Time, any and all Persons shall be and are hereby forever barred, estopped, stayed and enjoined from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, whether directly, derivatively or otherwise, and including without limitation, administrative hearings and orders, audits, declarations and assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against the Applicant or the Purchaser relating in any way to or in respect of any Excluded Assets, Excluded Liabilities, or Excluded Contracts and any other Claims or other matters that are waived, released, expunged or discharged pursuant to this Order.

20. **THIS COURT ORDERS** that from and after the Effective Time:

- (a) the nature of the Assumed Liabilities retained by the Applicant, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of the Transactions or this Order, including paragraph 29 hereof;
- (b) the nature of the Excluded Liabilities, including, without limitation, their amount and their secured or unsecured status, shall not be affected or altered as a result of their transfer to ResidualCo;
- (c) any Person that prior to the Effective Time had a valid Claim against the Applicant under or in respect of any Excluded Asset, Excluded Contract, or Excluded Liability (each an “**Excluded Liability Claim**”) shall no longer have such Excluded Liability Claim against the Applicant or the Purchaser but shall have an equivalent Excluded Liability Claim against ResidualCo in respect of the Excluded Asset, Excluded Contract or Excluded Liability from and after the completion of all steps in the Closing Sequence in its place and stead, and nothing in this Order limits, lessens or extinguishes the Excluded Liability Claim of any Person as against ResidualCo; and
- (d) the Excluded Liability Claim of any Person against ResidualCo following the completion of all steps in the Closing Sequence shall have the same rights, priority and entitlement as such Excluded Liability Claim had against the Applicant prior to such time.

21. **THIS COURT ORDERS** that, as of the Effective Time:

- (a) ResidualCo shall be a company to which the CCAA applies; and

- (b) ResidualCo shall be added as an Applicant in this CCAA Proceeding and all references in any Order of the Court in respect of this CCAA Proceeding to: (i) an “Applicant” shall refer to and include ResidualCo; and (ii) “Property” shall include the current and future assets, licenses, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof, of ResidualCo (the “**ResidualCo Property**”), and, for greater certainty, each of the Charges (as defined in the Amended and Restated Initial Order), shall constitute a charge on the ResidualCo Property.

22. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3 (the “**BIA**”), in respect of ResidualCo and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of ResidualCo,

the Subscription Agreement, the implementation of the Transactions (including without limitation the transfer and vesting of the Excluded Assets, Excluded Contracts, and Excluded Liabilities in and to ResidualCo and the transfer and vesting of the Subscribed Shares in and to the Purchaser, the issuance of the Rollover Notes and the related security to the Rollover Noteholders, the issuance of the EDC Warrants to EDC, and any payments by or to the Purchaser, ResidualCo or the Monitor authorized herein shall be binding on any trustee in bankruptcy that may be appointed in respect of ResidualCo and shall not be void or voidable by creditors of ResidualCo, as applicable, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the CCAA,

the BIA or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

## **MONITOR**

23. **THIS COURT ORDERS** that nothing in this Order, including the release of the Applicant from the purview of this CCAA Proceeding pursuant to paragraph 5(h) hereof and the addition of ResidualCo as an Applicant in this CCAA Proceeding, shall affect, vary, derogate from, limit or amend any rights, approvals and protections afforded to the Monitor in this CCAA Proceeding, and Richter shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the Initial Order, any other Orders in this CCAA Proceeding or otherwise, including all approvals, protections and stays of proceedings in favour of Richter in its capacity as Monitor, all of which are expressly continued and confirmed.

24. **THIS COURT ORDERS** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except with leave of the Court following a motion brought on not less than fifteen (15) days' notice to the Monitor and its legal counsel. The entities related or affiliated with the Monitor or belonging to the same group as the Monitor (including, without limitation, any agents, employees, legal counsel or other advisors retained or employed by the Monitor) shall benefit from the protection granted to the Monitor under this paragraph 24.

25. **THIS COURT ORDERS** that the Monitor shall not, as a result of this Order or any matter contemplated hereby: (a) be deemed to have taken part in the management or supervision of the management of the Applicant or ResidualCo or to have taken or maintained possession or control of the business or property of any of the Applicant or ResidualCo, or any part thereof; or (b) be

deemed to be in Possession (as defined in the Amended and Restated Initial Order) of any property of the Applicant or ResidualCo within the meaning of any applicable Environmental Legislation (as defined in the Amended and Restated Initial Order) or otherwise.

26. **THIS COURT ORDERS** that notwithstanding anything contained in this Order, the Monitor, its employees and representatives are not and shall not be or be deemed to be, a director, officer, or employee of ResidualCo, *de facto* or otherwise, and shall incur no liability as a result of acting in accordance with this Order, other than any liability arising as a direct result of the gross negligence or wilful misconduct of the Monitor.

27. **THIS COURT ORDERS** that nothing in this Order shall constitute or be deemed to constitute the Monitor as receiver, assignee, liquidator, administrator, receiver-manager, agent of the creditors of or legal representative of ResidualCo.

#### **RESIDUALCO**

28. **THIS COURT ORDERS** that Dylan White (the “**First Director**”) is hereby authorized, *nunc pro tunc*, to act as a director and officer of ResidualCo and, in such capacity, is authorized to take such steps and perform such tasks as are necessary or desirable to facilitate the terms of this Order and the Transactions.

#### **RELEASES**

29. **THIS COURT ORDERS** that effective upon the filing of the Monitor’s Certificate: (a) the Applicant and its current and former directors, officers, employees, consultants, legal counsel and advisors; (b) the consultants, legal counsel and advisors of ResidualCo; (c) the Monitor and its legal counsel and their respective current directors, officers, partners, employees, consultants and advisors; (d) the Purchaser and its current and former directors, officers, employees,

consultants, legal counsel and advisors; (e) the DIP Lender and its legal counsel and their respective current and former directors, officers, partners, employees, consultants and advisors; and (f) the First Director (the Persons listed in (a), (b), (c), (d), (e) and (f) being collectively, the “**Released Parties**”) shall be deemed to be forever irrevocably released and discharged from any and all present and future Claims based in whole or in part of any act or omission, transaction, offer, investment proposal, dealing or other fact, matter, occurrence or thing, in each case involving the Applicant or the Purchaser, existing or taking place during this CCAA Proceeding and prior to the filing of the Monitor’s Certificate, or undertaken or completed in connection with or pursuant to the terms of this Order or this CCAA Proceeding, or arising in connection with or relating to the Subscription Agreement, the completion of the Transactions, the closing documents, the Applicant’s or the Purchaser’s assets, business or affairs, any agreement, document, instrument, matter or transaction involving the Applicant or the Purchaser arising in connection with or pursuant to any of the foregoing, and/or the consummation of the Transactions (collectively, the “**Released Claims**”), which Released Claims are hereby and shall be deemed to be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released Parties, and are not vested nor transferred to ResidualCo or to any other entity and are extinguished, provided that nothing herein shall release, cancel or bar: (i) any Claim that that is not permitted to be released pursuant to section 5.1(2) of the CCAA; (ii) any obligations of any Released Party under, or in connection with, the Subscription Agreement or the closing documents; and (iii) any Claim for fraud, gross negligence or wilful misconduct.

#### **SEALING OF CONFIDENTIAL BID SUMMARY**

30. **THIS COURT ORDERS** that the Confidential Bid Summary described in, and attached as Appendix A to, the Third Report shall remain sealed and shall not form part of the public record in this proceeding until: (i) the closing of the Transaction; or (ii) further Order of the Court.

**GENERAL**

31. **THIS COURT ORDERS** that in the event of a conflict between the terms of this Order and those of the Initial Order or any other Order of this Court, the provisions of this Order shall govern.

32. **THIS COURT ORDERS** that, following the Effective Time, the Purchaser and the Applicant shall be authorized to take all steps as may be necessary to effect the discharge of the Claims and Encumbrances as against the Subscribed Shares, those Equity Interests of the Applicant held by the Purchaser, and the Retained Assets.

33. **THIS COURT ORDERS** that, following the Effective Time, the title of this CCAA Proceeding is hereby changed to:

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

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

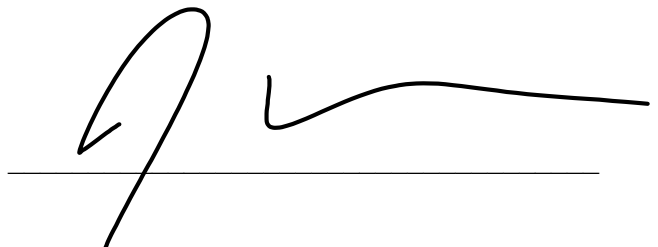
34. **THIS COURT ORDERS** the terms of this Order and the closing of the Subscription Agreement shall be implemented forthwith notwithstanding any motion to vary, notice of appeal or notice of motion for leave to appeal that may be sought. For greater certainty, if any of the provisions of this Order shall 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 obligations and rights of the parties with respect to the Subscription Agreement and any Transactions made or obligations incurred prior to such Variation, and all parties shall be entitled to rely on this Order as issued, for all actions taken in connection with the Subscription Agreement.

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

36. **THIS COURT DECLARES** that each of the Monitor, ResidualCo and the Applicant be at liberty and is hereby authorized and empowered to apply as it may consider necessary or desirable, with or without notice, to any other court, tribunal, regulatory or administrative body, wherever located, whether in Canada, the United States, the European Union or elsewhere, for orders that recognize, aid and/or complement this Order. All courts, tribunals and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Applicant, ResidualCo and the Monitor as may be deemed necessary or appropriate for that purpose.

37. **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 the Applicant, 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 the Applicant, 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 the Applicant, ResidualCo and the Monitor and their respective agents in carrying out the terms of this Order.

38. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. prevailing Eastern Time on the date hereof without any need for entry and/or filing; provided that the transaction steps set out in paragraph 5 hereof shall be deemed to have occurred sequentially, one after the other, in the order set out in paragraph 5 hereof.



A handwritten signature in black ink, consisting of a large, stylized initial 'P' followed by a long, horizontal, wavy line extending to the right. The signature is positioned above a solid horizontal line.

**Schedule A – Form of Monitor’s 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 SYNAPTIVE MEDICAL INC.

**MONITOR’S CERTIFICATE**

**RECITALS**

A. Pursuant to the Initial Order of Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated March 19, 2025, as amended and restated on March 26, 2025, the Applicant was granted protection from their creditors pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, and Richter Inc. was appointed as the monitor of the Applicant (in such capacity, the “**Monitor**”).

B. Capitalized terms not otherwise defined herein shall have the meanings given to them in the Approval and Reverse Vesting Order of this Court dated June 18, 2025 (the “**ARVO**”)

C. Pursuant to the ARVO, the Court approved the Transactions contemplated by the Subscription Agreement dated June 12, 2025 between the Applicant and the Purchaser, and ordered, among other things, that: (i) all of the Applicant’s right, title and interest in and to the Excluded Assets shall vest absolutely and exclusively in ResidualCo; (ii) all of the Excluded Contracts and Excluded Liabilities shall be transferred to, assumed by and vest in ResidualCo; and (iii) all of the right, title and interest in and to the Subscribed Shares shall vest absolutely and exclusively in the Purchaser free and clear of and from any Claims and Encumbrances, which vesting is to be effective upon the delivery by the Monitor to the Purchaser and the Applicant of a certificate confirming that the Monitor has received written confirmation in the form and substance

satisfactory to the Monitor from the Applicant and the Purchaser that all conditions to closing have been satisfied or waived by the parties to the Subscription Agreement.

**THE MONITOR CERTIFIES** the following:

1. The Monitor has received written confirmation from the Purchaser, the Applicant and EDC, in form and substance satisfactory to the Monitor, that all conditions to closing have been satisfied or waived by the parties to the Subscription Agreement.
2. This Monitor's certificate was delivered by the Monitor at \_\_\_\_\_ on \_\_\_\_\_, 2025.

**Richter Inc., in its capacity as Monitor of the Applicant, and not in its personal capacity.**

Per: \_\_\_\_\_  
Name:  
Title:

**Schedule "B" – Encumbrances to be Discharged from the Applicant' Property**

File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
File No. 796772439 <b>PPSA</b>  20230831 1422 1590 8466 Reg. 4 year(s)	33	SYNAPTIVE MEDICAL INC.	CONSTANTINE ZACHOS 22 FRONT STREET WEST, 4TH FLOOR TORONTO ON M5J 2W5		X	X	X	X	X	
No Fixed Maturity Date										
File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
File No. 787953573 <b>PPSA</b>  20221027 1626 1590 5739 Reg. 4 year(s)	34	SYNAPTIVE MEDICAL INC.	EXPORT DEVELOPMENT CANADA 150 SLATER STREET OTTAWA ON K1A 1K3		X	X	X	X	X	
File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
File No. 780960645 <b>PPSA</b>  20220309 1049 1590 1758 Reg. 3 year(s)	35	SYNAPTIVE MEDICAL INC.	NATIONAL BANK FINANCIAL INC. ITF 2RK732A JAY REID 240 - 40TH AVENUE SW CALGARY AB T2S 0X3  MARK SHILLING #213, 5555 ELBOW DR. SW CALGARY AB T2V 1H7  YOOMI ASTLEY 73 ST. MARY STREET TORONTO ON M5S 0A4  TIMOTHY HAYES 197 QUEENSDALE AVE. TORONTO ON M4C 2B1		X	X	X	X	X	

File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
File No. 780961005 <b>PPSA</b>  20220309 1054 1590 1764 Reg. 4 year(s)	39	SYNAPTIVE MEDICAL INC.	ZACORP VENTURES INC. PO BOX 14, STATION B RICHMOND HILL ON L4E 0Y3		X	X	X	X	X	
File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
File No. 768786471 <b>PPSA</b>  20201223 1021 1590 0104 Reg. 5 year(s)	49	SYNAPTIVE MEDICAL INC.	BDC CAPITAL INC. 100-5 PLACE VILLE-MARIE MONTREAL QC H3B 5E7		X	X	X	X	X	
File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
File No. 768786822 <b>PPSA</b>  20201223 1032 1862 8048 Reg. 5 year(s)	50	SYNAPTIVE MEDICAL INC.	ESPRESSO CAPITAL LTD. 300-8 KING STREET EAST TORONTO ON M5C 1B5		X	X	X	X		
File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
20230922 0906 1590 1392  D ASSIGNMENT	51	SYNAPTIVE MEDICAL INC.	ESPRESSO CAPITAL LTD. (Assignor)  EXPORT DEVELOPMENT CANADA (Assignee) 150 SLATER STREET OTTAWA ON K1A 1K3							

**Schedule “C” – Permitted Encumbrances**

1. The security to be granted by the Applicant in connection with the issuance of the Rollover Notes pursuant to the terms of the Subscription Agreement.

2. The following:

	File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
					CG	I	E	A	O	MV	
1.	File No. 512806311 <b>PPSA</b>  20250121 0937 1532 2928 Reg. 03 year(s)	2	SYNAPTIVE MEDICAL INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1			X	X	X		
<p>General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF 20 DELL MOBILE PRECISION WORKSTATION 5560 CTO, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.</p>											
	File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
					CG	I	E	A	O	MV	
2.	File No. 512809857 <b>PPSA</b>  20250121 0952 1532 3270 Reg. 03 year(s)	5	SYNAPTIVE MEDICAL INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1			X	X	X		
<p>General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF DELL WORKSTATIONS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.</p>											
	20250128 0941 4085 0469  A AMENDMENT	7	SYNAPTIVE MEDICAL INC.				X	X	X		
<p>Reason for Amendment: UPDATE EQUIPMENT DESCRIPTION IN THE GENERAL COLLATERAL SECTION</p>											

<p><b>General Collateral Description:</b>                  DELETED ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF DELL WORKSTATIONS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM. ADDED ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF FIFTEEN (15) HP ELITEBOOK 840 G8 - 14" LAPTOPS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.</p>										
File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
3. File No. 512812809 <b>PPSA</b>  20250121 0958 1532 3519 Reg. 05 year(s)	13	SYNAPTIVE MEDICAL INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1			X	X	X		
<p><b>General Collateral Description:</b>                  ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF DELL WORKSTATIONS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.THE FULL DEBTOR ADDRESS IS - 555 RICHMOND STREET WEST, SUITE 800ITE 800 TORONTO M5V 3B1</p>										
20250128 0948 4085 0485  A AMENDMENT	16	SYNAPTIVE MEDICAL INC.				X	X	X		
<p><b>Reason for Amendment:</b>                  UPDATE EQUIPMENT DESCRIPTION IN THE GENERAL COLLATERAL SECTION</p> <p><b>General Collateral Description:</b>                  DELETED ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF DELL WORKSTATIONS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM. ADDED ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF THIRTY-FIVE (35) DELL MOBILE PRECISION WORKSTATION 5680 LAPTOPS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.</p>										
File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments

	File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
					CG	I	E	A	O	MV	
4.	File No. 512812818 <b>PPSA</b>  20250121 0958 4085 7990 Reg. 05 year(s)	22	SYNAPTIVE MEDICAL INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1			X	X	X	X	
2015 YALE ERP040VT (VIN: G807N07790N)  General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, AND SUCH OTHER GOODS FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF 2015 YALE ERP040VT FORKLIFT S/N G807N07790N, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.											
5.	File No. 508596111 <b>PPSA</b>  20240827 1500 1532 6127 Reg. 04 year(s)	25	SYNAPTIVE MEDICAL INC	HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY 1875 BUCKHORN GATE, SUITE 202 MISSISSAUGA ON L4W 5P1  COMPAGNIE DE SERVICES FINANCIERS HEWLETT-PACKARD CANADA 1875 BUCKHORN GATE, SUITE 202 MISSISSAUGA ON L4W 5P1		X	X	X	X		
Amount Secured: \$82599.36  General Collateral Description: ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR "HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS, PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS, AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR OTHERWISE											

INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND FIXTURES, RACKS, ENCLOSURES AND NODES, AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, LICENSES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

	File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
					CG	I	E	A	O	MV	
10.	File No. 779905026 <b>PPSA</b>  20220125 1425 8077 6672 Reg. 4 year(s)	40	SYNAPTIVE MEDICAL INC	HEWLETT-PACKARD FINANCIAL SERVICES CANADA COMPANY 5150 SPECTRUM WAY MISSISSAUGA ON L4W 5G1  COMPAGNIE DE SERVICES FINANCIERS HEWLETT-PACKARD CANADA 5150 SPECTRUM WAY MISSISSAUGA ON L4W 5G1					X		
No Fixed Maturity Date											
General Collateral Description: ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR "HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS, PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS? AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR OTHERWISE INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND FIXTURES, RACKS, ENCLOSURES AND NODES? AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, LICENCES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.											

	File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
					CG	I	E	A	O	MV	

13.	File No. 711090585 <b>PPSA</b>  20151022 1435 1530 1311 Reg. 5 year(s)	52	SYNAPTIVE MEDICAL INC.	ROYAL BANK OF CANADA 36 YORK MILLS ROAD, 4 <sup>TH</sup> FLOOR TORONTO ON M2P 0A4			X	X		

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,  
R.S.C. 1985, c.C-36, AS AMENDED  
AND IN THE PLAN OF COMPROMISE OR ARRANGEMENT OF  
SYNAPTIVE MEDICAL INC.**

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

**Applicant**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

**Order  
(Approval and Reverse Vesting Order)**

**Torys LLP**

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Lawyers for Synaptive Medical Inc.





SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-25-00739279-00CL

DATE: 18 June 2025

NO. ON LIST: 3

TITLE OF PROCEEDING: **SYNAPTIVE MEDICAL INC.  
v. BDC CAPITAL INC. ET AL.**

BEFORE JUSTICE: **J. DIETRICH**

**PARTICIPANT INFORMATION**

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Name of Person Appearing	Name of Party	Contact Info
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**For Defendant, Respondent, Responding Party, Defence:**

Name of Person Appearing	Name of Party	Contact Info
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**For Other, Self-Represented:**

Name of Person Appearing	Name of Party	Contact Info
William Engels	Purchaser	
Roberto Engels		

**ENDORSEMENT OF JUSTICE J. DIETRICH**

**Introduction**

[1] Synaptive Medical Inc. seeks two orders.

[2] First, an Approval and Reverse Vesting Order is sought, which would approve the subscription agreement between Synaptive and 1001253954 Ontario Inc. (the “**Purchaser**”) dated June 12, 2025 (the “**Subscription Agreement**”) and the transaction contemplated thereby (the “**Transaction**”) through a reverse vesting structure is sought. The Approval and Reverse Vesting Order sought also provides for releases in favour of, among others Synaptive, the Purchaser, Export Development Canada in its capacity as a DIP Lender and the Monitor along with their current and former directors, officers and employees.

[3] As well, a Stay Extension and Termination Order is sought, which:

- a. extends the Stay Period from June 20, 2025 to September 30, 2025;
- b. approves the Pre-Filing Report of the Proposed Monitor dated March 18, 2025, the First Report of the Monitor dated March 24, 2025, the Second Report of the Monitor dated April 22, 2025, and the Third Report of the Monitor dated June 14, 2025 (the “**Third Report**”, and collectively, the “**Reports**”);
- c. approves the fees and disbursements of the Monitor and its Counsel as set out in the Third Report including the estimated fees to completion of the proceeding;
- d. orders that Synaptive meets the criteria prescribed by section 3.2 of the Wage Earner Protection Program Regulations, SOR/2008-222;
- e. upon the filing of a certificate of the Monitor in the form appended to the proposed Stay Extension and Termination Order (the “**Termination Certificate**”), terminates this CCAA proceeding and discharges the Monitor (the “**CCAA Termination Time**”);
- f. releases the Monitor, its counsel and their representatives for any actions up to and including the CCAA Termination Time;
- g. terminates the Court-ordered charges approved in this CCAA proceeding effective as at the CCAA Termination Time; and
- h. authorizes ResidualCo to assign itself into bankruptcy.

[4] There is no opposition to the relief sought by Synaptive with the exception of the declaration sought in respect of the Wage Earner Protection Program. The Attorney General of Canada representing Employment and Social Development Canada filed an *aide memoire* indicating it had not been served with the material with sufficient time to properly respond and intended to take a position on that relief. In the circumstances, Synaptive has advised they are not proceeding at this time with the requested relief regarding the Wage Earner Protection Program. Rather, following closing of the Transaction, counsel will schedule a 9:30 appointment with the Commercial List Office to set a schedule for that relief.

[5] Terms used but not otherwise defined herein have the meaning provided to them in the factum of Synaptive filed on this motion.

## **Background**

[6] Synaptive is a Toronto-based medical technology company.

[7] On March 19, 2025, Justice Osborne granted an initial order under the CCAA that, among other things, provided Synaptive a stay of proceedings until March 26, 2025 (the “**Stay Period**”), authorized Synaptive to make an initial draw under a debtor in possession facility term agreement dated March 18, 2025 (the “**DIP Term Sheet**”) with Export Development Canada (in such capacity, the “**DIP Lender**”) and granted a charge in favour of the DIP Lender to secure Synaptive’s obligations under the DIP Term Sheet.

[8] On March 26, 2025, Justice Osborne granted an amended and restated initial order that, among other things, extended the Stay Period up to and including June 20, 2025, and authorized Synaptive to borrow up to the maximum principal amount under the DIP Term Sheet. That same day, Justice Osborne also granted an order (the “**SISP Order**”) that, among other things, approved a sale and investment solicitation process (the “**SISP**”) in respect of Synaptive and/or its assets.

[9] On April 25, 2025, Justice Osborne granted an order that, among other things, approved a key employee retention plan in favour of certain of Synaptive’s key employees and granted a corresponding charge in favour of those employees.

[10] In accordance with the SISP Order, the Monitor commenced the SISP on March 26, 2025. Its initial efforts included, among other things, distributing a teaser letter to 228 potential bidders, including more than 79 strategic companies, and published an advertisement in The Globe and Mail (National Edition) and the Canada Newswire. Twenty-four of those potential bidders executed non-disclosure agreements and were provided access to a data room.

[11] As contemplated by the SISP Order, the Monitor, based on feedback from potential bidders requesting more time for diligence activities and bid formulation, extended certain of the SISP milestones.

[12] Six parties submitted LOIs by the first phase deadline, three of which were determined to meet the qualification criteria under the SISP. By the second phase deadline on May 27, 2025, the Monitor received one bid from the Purchaser that was determined to meet the qualification criteria under the SISP.

[13] Following discussions and negotiations between the Monitor, the Purchaser, Synaptive and the DIP Lender, on June 2, 2025, the Monitor designated the Purchaser to be the “Successful Bidder” under the SISP. On June 12, 2025, Synaptive and the Purchaser entered into the Subscription Agreement which provides for, among other things, the acquisition of Synaptive’s shares and, through that equity interest, substantially all of Synaptive’s assets through a reverse vesting structure.

[14] The key terms of the Subscription Agreement are set out in the material. They include that the Excluded Assets, Excluded Liabilities, Excluded Contracts and Subsidiary Equity shall be transferred to ResidualCo. Synaptive will issue the Subscribed Shares to the Purchaser free and clear of all Encumbrances. All Equity Interests of Synaptive (other than the Subscribed Shares) will be cancelled for no consideration and, as a result, the Purchaser will be the sole owner of 100% of the issued and outstanding shares in the equity of Synaptive. The consideration provided by the Purchaser includes cash consideration in an amount equal to the United States dollar equivalent of C\$9,610,000, being an amount contemplated to satisfy amounts owing under the CCAA Charges, cash consideration in a minimum amount equal to US\$22,500,000 and a maximum amount of up to US\$50,000,000, in each case less the Cash Consideration, to be injected into Synaptive for working capital purposes. The consideration also includes the Senior Rollover Note to be issued to Export Development Canada and the Junior Rollover Notes to be issued to holders of the second ranking EDC Convertible Notes.

[15] Under the Subscription Agreement, the Purchaser has agreed to offer employment to at least 90% of the existing employees of Synaptive.

[16] The Subscription Agreement is conditional on the Purchaser raising equity in the amount of at least US\$22,500,000 as well as on the granting of the proposed Approval and Reverse Vesting Order. As noted below, the financing condition has not yet been satisfied and the Purchaser remains engaged in the process to do so.

[17] The Outside Closing Date under the Subscription Agreement is June 25, 2025. The Monitor advises that Synaptive's next payroll is due at that time and absent closing of the Transaction, Synaptive currently does not have sufficient funds to satisfy that payroll obligation.

## **The Issues**

[18] The issues to be decided on this motion are whether the Court should grant the requested Approval and Reverse Vesting Order and the Stay Extension and Termination Order.

## **Analysis**

### Approval and Reverse Vesting Order

#### *The Sale Approval Factors*

[19] The prevailing test for the approval of a sale transaction is the test set out in *Royal Bank of Canada v Soundair Corp.*, [1991] 4 OR (3d) 1, 83 DLR (4th) 76 (Ont. C.A.), which has been codified through the six factors set out in section 36(3) of the CCAA which references the following factors:

- (a) whether the process leading to the proposed sale or disposition was reasonable in the circumstances;
- (b) whether the monitor approved the process leading to the proposed sale or disposition;
- (c) whether the monitor filed with the court a report stating that in their opinion the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy;
- (d) the extent to which the creditors were consulted;
- (e) the effects of the proposed sale or disposition on the creditors and other interested parties; and
- (f) whether the consideration to be received for the assets is reasonable and fair, taking into account their market value.

[20] I am satisfied that those factors are satisfied. The process leading to the Subscription Agreement and Transaction was reasonable in the circumstances. The Monitor extensively canvassed the market during the SISP. The Monitor supported the process leading to the proposed Transaction.

[21] The Monitor notes in its Third Report that the Subscription Agreement arose from a process that was conducted in a commercially reasonable manner in accordance with the terms of the SISP Order. The Third Report also concludes that a liquidation of Synaptive's assets or a bankruptcy scenario would produce worse overall recoveries than the Subscription Agreement provides for stakeholders and the Monitor further notes that it supports the approval of the Subscription Agreement and the Transaction, and recommends that this Court grant the Approval and Reverse Vesting Order.

[22] The Monitor provided regular updates to the DIP Lender—Synaptive's first-ranking senior secured creditor and DIP lender—regarding the SISP and its market outreach activities. The DIP Lender was also consulted during the Subscription Agreement negotiations with the Purchaser. Those negotiations resulted in the Subscription Agreement providing for the issuance of new promissory notes in an aggregate principal amount of US\$20 million to Synaptive's first- and second-ranking secured creditors.

[23] The Subscription Agreement was the only qualified bid that resulted from the SISP and prior to the commencement of this CCAA proceeding, Synaptive pursued a Pre-Filing Process that unsuccessfully resolved Synaptive's liquidity issue.

*Is the Reverse Vesting Structure Appropriate?*

[24] Reverse Vesting Orders are an unusual or extraordinary measure. Approval of the use of a reverse vesting structure must be preceded an analysis to insure the structure is fair and reasonable to all parties having regard to the objectives and statutory constraints of the CCAA see *Acerus Pharmaceuticals Corporation (Re)*, 2023 ONSC 3314 at para 12.

[25] This includes an analysis of the following factors from *Harte Gold Corp. (Re)*, 2022 ONSC 653, para 71 (a) Why is the reverse vesting structure necessary in this case? (b) Does the reverse vesting structure produce an economic result at least as favourable as any other viable alternative? (c) Is any stakeholder worse off under the reverse vesting structure than they would have been under any other viable alternative? and (d) does the consideration being paid for the debtor's business reflect the importance and value of the licences and permits (or other intangible assets) being preserved under the reverse vesting structure?

*Why is the Reverse Vesting Structure Necessary in this Case?*

[26] Synaptive's business is highly regulated. Among other things, Synaptive holds various licenses and regulatory clearances to sell its devices and systems in numerous jurisdictions, including Canada, the United States and the European Union. Under an asset purchase structure, Synaptive would need to incur considerable time, effort, cost and risk to transfer these licenses, clearances and intellectual property registrations to a different entity, to the extent that such transfers are even possible.

Does the Reverse Vesting structure produce an economic result at least as favourable as any other viable alternative?

[27] A reverse vesting structure allows for a more advantageous transfer of Synaptive's business to the Purchaser than an asset purchase structure would. Without a reverse vesting structure, there would be substantial delay, cost and risk associated with transferring Synaptive's licenses, clearances and intellectual property, along with the loss of any tax attributes in Synaptive. The Purchaser has insisted on a reverse vesting structure, and no other bids materialized under the SISP. The Subscription Agreement represents the best and only viable outcome for Synaptive, its creditors and its other stakeholders, including the medical patients who benefit from Synaptive's neurosurgery tools and systems.

Is any stakeholder worse off under the reverse vesting structure than they would have been under any other viable alternative?

[28] As there is no viable going-concern alternative to the Subscription Agreement and the Transaction, the only realistic alternative is a liquidation, which would produce a worse, or no better, result for all stakeholders. Amendments have also been made to the proposed form of order to address concerns raised by Canada Revenue Agency and contractual counterparties to ensure their treatment is consistent with that in a non-reverse vesting structure.

Does the consideration to be paid for the debtor's business reflect the importance and value of the licenses, permits and other intangible assets being preserved under the reverse vesting structure?

[29] The aggregate value under the Transaction is expected to consist of at least US\$22,500,000 of cash consideration, along with new promissory notes in an aggregate principal amount of \$20 million, representing recoveries to Synaptive's first- and second-ranking secured creditors. This was the highest and only qualified offer that materialized in the SISP.

### *Are the Proposed Releases Appropriate?*

[30] The proposed Approval and Reverse Vesting Order includes releases in favour of, among others: (i) Synaptive and its directors, officers, employees and representatives; (ii) the director of ResidualCo and its representatives; (iii) the Purchaser and its directors, officers, employees and representatives; (iv) the Monitor and its representatives; and (v) the DIP Lender and its directors, officers, employees and representatives (collectively, the “**Released Parties**”).

[31] The released claims cover, among other things, any and all present and future claims against the Released Parties based upon any fact or matter of occurrence in respect of, among other things, this CCAA proceeding, the Subscription Agreement, the completion of the Transaction and/or the Applicant’s or Purchaser’s assets, business or affairs (collectively, the “**Released Claims**”). The Released Claims do not release claims that are not permitted to be released pursuant to section 5.1(2) of the CCAA, claims for gross negligence or wilful misconduct or any obligation of any Released Party in connection with the Subscription Agreement or Transaction.

[32] When determining if a release is appropriate in the circumstances of a sale transaction the Court is to consider those factors that are applicable to the approval of releases in connection with a plan see *Re Green Relief Inc.*, 2020 ONSC 6837. As set out in *Lydian International Limited (Re)*, 2020 ONSC 4006, para 54 these factors are (a) whether the parties to be released from claims were necessary and essential to the restructuring of the debtor; b) whether the claims to be released were rationally connected to the purpose of the plan and necessary for it; c) whether the plan could succeed without the releases; d) whether the parties being released were contributing to the plan; and e) whether the release benefitted the debtors as well as the creditors generally.

[33] Here, the Released Parties each made significant contributions to Synaptive’s restructuring, both prior to and throughout this CCAA proceeding. In particular, Synaptive’s management and employees, the Purchaser, the Monitor, the DIP Lender and the parties’ counsel each provided substantial time, energy, expertise and, in the case of the DIP Lender, funding in this CCAA proceeding.

[34] Synaptive is not aware of any statutory liabilities in respect of the Released Parties and, to date, no person has indicated to Synaptive that they intend to assert a claim against any of the Released Parties, save for Synaptive itself, in respect of any claims covered by the release. The release is designed to allow Synaptive and the Released Parties to move forward with the Subscription Agreement and the Transaction and work to conclude this CCAA proceeding. The release also carves out claims that are not permitted to be released under section 5.1(2) of the CCAA.

[35] In the circumstances, the proposed Releases, with the amendments discussed during the hearing, are approved.

### *Limited Sealing Order*

[36] A limited sealing order with respect to the Confidential Bid Summary attached to the Third Report is also sought. The limited sealing order being sought is necessary to preserve the Applicant's ability to maximize the value of its assets in the event of the Transaction does not close. I am satisfied that the requested sealing order for the Confidential Bid Summary attached to the Third Report meets the test in *Sherman Estate v. Donovan* 2021 SCC 25 at para 38 and that disclosure of this information would pose a risk to the public interest in enabling stakeholders of a company in insolvency proceedings to maximize the realization of assets. I direct counsel for the Monitor to file a hard copy of the Confidential Bid Summary attached to the Third Report with the Commercial List Office in a sealed envelope with a copy of the relevant order and this endorsement.

### Stay Extension and Termination Order

[37] Synaptive seeks an extension of the Stay period from June 20, 2025 to September 30, 2025. Section 11.02(2) of the CCAA provides this Court the authority to grant an extension of the Stay Period for any period it

considers necessary. The Court must be satisfied that appropriate circumstances exist for the extension and that Synaptive has acted, and is acting, in good faith and with due diligence.

[38] Here, the requested extension of the Stay Period will permit Synaptive and the Purchaser, with the Monitor's assistance, to close the Transaction and for all post-closing matters, including ResidualCo's anticipated assignment in bankruptcy, to be completed. The Monitor is supportive of the proposed extension of the Stay Period. However, the Monitor has confirmed that if the Transaction does not close as anticipated by June 25, 2025, Synaptive will not have sufficient liquidity to pay payroll or other ongoing obligations. I am satisfied that the extension of the Stay Period is appropriate in the circumstances, provided however, that should the Transaction not close as expected or other circumstances arise which impact Synaptive's cash flow, that the Monitor will report to the stakeholders and the Court as appropriate and in accordance with the Monitor's duties under the CCAA. If such circumstances arise, further relief may be sought from the Court.

[39] Synaptive also seeks approval of the Reports and the activities of the Monitor as set out therein. The request to approve the Reports is not unusual and there are good policy and practical reasons for doing so: see *Laurentian University of Sudbury*, 2022 ONSC 2927 at paras. 13-14, citing *Target Canada Co. (Re)*, 2015 ONSC 7574 at paras. 2, 12, 22.

[40] No opposition to the approval of the Reports has been raised and the approval of the Reports is appropriate in the circumstances as the Monitor has acted reasonably and in good faith. The draft order provided contains the typical language that only the Monitor is entitled to rely on the approval.

[41] The Applicants also seek approval of the fees and disbursements of the Monitor and its legal counsel, including the fees to complete. In this respect, as the Court of Appeal for Ontario held in *Bank of Nova Scotia v Diemer* 2014 ONCA 851 at paras 33 and 45, this Court does not undertake a line-by-line analysis of the invoices. Rather, the guiding principles on fee approvals of this nature are whether the fees are fair, reasonable, and proportionate given the value of the Applicants' assets and liabilities, as well as the complexity of the Applicants' business and the proceeding. In considering these guiding principles, the fees of the Monitor and its counsel as set out in the Reports are appropriate and are approved.

[42] I am not prepared at this time to provide for the Termination of the CCAA proceedings and the release of the Monitor requested in connection therewith. The transaction has not closed and substantial activities still remain to be completed. The Applicants or the Monitor may return to Court at the appropriate time to request this relief. At that time the fees to complete can be addressed.

[43] Synaptive seeks the authority for ResidualCo to file an assignment into bankruptcy following closing of the Transaction. In the circumstances, that relief is granted.

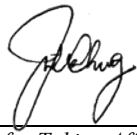
### **Disposition**

[44] Orders to go in the forms signed by me this day.

June 18, 2025

  
Justice J. Dietrich

This is **Exhibit “G”** referred to in the Affidavit of Jessica Markic sworn before me this 24<sup>th</sup> day of April, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**Julia Chung (LSO # 90012D)**

**SYNAPTIVE MEDICAL INC.**  
**SENIOR SECURED PROMISSORY NOTE**

Principal: \$6,000,000 (as may reduced pursuant to the terms hereof, the “**Principal**”)  
Interest Rate: 8.00% fixed per annum, subject to Section 2 (the “**Interest Rate**”)  
Applicable Currency: United States dollars (the “**Applicable Currency**”)

All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule B.

**1. Promise to Pay**

Synaptive Medical Inc. (the “**Company**”), promises to pay to Export Development Canada (“**EDC**”), or its assigns, in lawful money of the United States of America, the Principal, together with interest (the “**Interest**”) on the Principal at a rate equal to the Interest Rate, compounded yearly, in accordance with the terms of this secured promissory note (this “**Note**”).

**2. Interest**

Interest on the Principal is calculated from the Effective Date and is calculated on the portion of the Obligations that remain unpaid, before maturity, on the basis of the actual number of days for which the Obligations are outstanding. Interest shall accrue on the outstanding Obligations at the Interest Rate capitalized and added to the Principal for repayment as provided in this Section 2, unless paid in cash from time to time at the election of the Company. Outstanding Interest shall be payable upon the earliest of (i) the Maturity Date, (ii) the prepayment of this Note pursuant to Section 4 below, (iii) the acceleration of the repayment of this Note pursuant to Section 5 below, and (iv) a Liquidation Event. Notwithstanding the foregoing, from and after the Maturity Date or the occurrence of an Event of Default, the Interest Rate on the Obligations outstanding shall increase to 10.00% fixed per annum, calculated and payable in the same manner as aforesaid.

**3. Repayment**

- (a) Unless prepaid earlier in accordance with this Note, the Company will repay the outstanding Obligations on the earlier of:
- (i) June 26, 2030 (the “**Maturity Date**”);
  - (ii) the closing of a Liquidation Event; and
  - (iii) the date on which EDC demands payment following an Event of Default.
- (b) All payments made under this Note are to be made in the Applicable Currency.
- (c) **[Reserved]**
- (d) All amounts paid by the Company to EDC under this Note will be allocated in the following order:
- (i) first, to any amounts relating to reasonable costs of collection under this Note;
  - (ii) second, to any outstanding Interest and any other Obligations (other than the outstanding Principal); and
  - (iii) third, to the outstanding Principal.

#### **4. Prepayment**

- (a) The Company may prepay the outstanding Principal and outstanding Interest under this Note at any time or from time to time; provided that upon such prepayment the Company shall be required to also pay to EDC all Interest that would have been payable if the prepayment date were the Maturity Date (where the payment in this proviso shall be calculated such that any additional Interest that would have accrued following the prepayment date would be calculated on a simple interest basis without compounding).

#### **5. Event of Default**

- (a) Upon the occurrence or existence of any Event of Default, and at any time thereafter during the continuance of such Event of Default, EDC may, by written notice to the Company (“**Notice of Default**”), declare the aggregate outstanding Obligations to be immediately due and payable.
- (b) Following the transmission of a Notice of Default, EDC may exercise any other right, power or remedy granted to EDC under this Note, the Security Agreement or otherwise permitted to be exercised by EDC by applicable law.

#### **6. Transaction Notice**

The Company will provide EDC with written notice of a proposed Liquidation Event as soon as reasonably practicable in advance of such Liquidation Event (but in any event no less than 30 days’ prior to the closing of or occurrence of such Liquidation Event), which notice will set forth the anticipated date and principal terms and conditions of such transaction or occurrence of such event.

#### **7. Representations and Warranties**

- (a) The Company hereby represents and warrants to EDC that each of the statements set out in Schedule C are true and correct as of the Issue Date.
- (b) [Reserved]

#### **8. Covenants**

The Company shall and shall cause each of its officers and directors, employees and agents, to comply with the Covenants set out in Schedule E.

#### **9. Security, Subordination and Intercreditor Matters**

The Company hereby grants to EDC the rights and first priority security interest set out in the Security Agreement among the Company and EDCs, in the form attached hereto as Schedule D. EDC hereby acknowledges that this Note and EDC’s security interest contemplated hereunder shall be subject to, the Subordination, Intercreditor Agreement and Collateral Agency Agreement in the form attached hereto as Schedule F. Each of the Company and EDC agree to be subject to the terms of the Subordination, Intercreditor and Collateral Agency Agreement.

#### **10. Indemnity**

The Company shall indemnify EDC (and any sub-agent thereof), and each Affiliate of EDC (each such Person being called an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party arising out of, in connection with, or as a result of any breach of any representation, warranty, obligation, commitment or covenant contained in this Note on the part of the Company or in any certificate or document delivered by the Company pursuant to or contemplated by this Note; provided that such indemnity shall not, as to any Indemnitee, be

available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee.

**11. [Reserved]**

**12. Reporting**

The Company will provide to EDC the documents and information set out on Schedule H.

**13. Schedules**

The schedules attached to this Note are incorporated into and are deemed to be a part of this Note.

**14. Fees**

Each party shall be responsible for its respective reasonable legal, diligence, advisory and all other fees and disbursements of such party.

**15. [Reserved]**

**16. Successors and Assigns**

Subject to the restrictions on transfer described in Section 20, the rights and obligations of the Company and EDC are binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

**17. Waiver of Notice**

The Company hereby waives presentment for payment, notice of non-payment, notice of protest of this Note and the right to assert in any action or proceeding with regard to this Note any set-offs or counterclaims that EDC may have.

**18. Approval, Waiver and Amendment**

Any provision of this Note may be amended or waived upon the written consent of the Company and EDC.

**19. [Reserved]**

**20. Assignment**

Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by the Company without the prior written consent of EDC. This Note, including all rights and obligations associated hereunder, may be transferred by EDC without the prior written consent of the Company, subject to: (a) applicable securities laws; (b) the transferee becoming a party to the Subordination, Intercreditor and Collateral Agency Agreement in the form attached hereto as Schedule F, and (c) if no Event of Default is continuing, the transferee may not be a Competitor.

**21. No Shareholder Rights**

This Note does not entitle EDC to any voting rights or any other rights as a shareholder of the Company or to any other rights except the rights stated in this Note.

**22. Currency**

All dollar amounts referenced in this Note are in the Applicable Currency unless otherwise specified.

**23. Severability**

If one or more provisions of this Note are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Note, (ii) the balance of this Note will be interpreted as if such provision were so excluded, and (iii) the balance of this Note is enforceable in accordance with its terms.

**24. Notices**

All notices, requests, approvals, consents, claims, demands, elections, waivers and other communications under this Note must be in writing and delivered by e-mail and are deemed to have been given on the date sent by e-mail if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient.

**25. Disclosure**

EDC shall be permitted to disclose the following information with respect to its investment in the Company pursuant to this Note: (i) name, industry sector and location of the Company, (ii) date of signing of this Note, (iii) the name of EDC as an investor in the Company, (iv) a general description of the terms of the Note or terms of the other definitive agreements to which EDC is subject or becomes subject, as well as (v) the amount of EDC's investment in a C\$ range. EDC shall also not be prohibited from making any disclosures due to its status as a Canadian Crown corporation to the Minister for International Trade and Finance, Treasury Board, the Auditor General of Canada or pursuant to Canadian international contractual obligations or EDC's contractual obligations due solely to its status as a Canadian Crown Corporation.

**26. Further Assurances**

The Company shall with reasonable diligence, do all things and provide all reasonable assurances reasonably requested by EDC that are required to complete and give effect to the transactions contemplated by this Note and the other Note Documents.

**27. Interest Act.**

Interest will be calculated on the basis of the actual number of days elapsed in that period divided by 360 for fixed rate loans. For purposes of the *Interest Act* (Canada), whenever any interest or fee under this Note is calculated using a rate based on a number of days less than a full year, such rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (x) the applicable rate, (y) multiplied by the actual number of days in the consecutive twelve (12) month period commencing on the date such rate is being determined, and (z) divided by 360. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Note. The rates of interest stipulated in this Note is intended to be nominal rates and not effective rates or yields.

**28. Governing Law**

This Note and all actions arising out of or in connection with this Note are governed by and are to be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the courts of the Province of Ontario for the purpose of any suit, action or other proceeding arising out of or based upon this Note, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Note except in the courts of the Province of Ontario, and (c) hereby waive, and agree not to assert, by way of motion, as a defence, or

otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Note or its subject matter may not be enforced in or by such courts.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the Company and EDC have duly executed this Note.

**Company:**

**SYNAPTIVE MEDICAL INC.**

By: \_\_\_\_\_

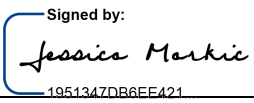
Name:

Title:

Address: \_\_\_\_\_


Email: \_\_\_\_\_

**EXPORT DEVELOPMENT CANADA**

By:  \_\_\_\_\_  
Signed by:  
1951347DB6EE421

Name: Jessica Markic

Title: Special Risks Manager

By:  \_\_\_\_\_  
Signed by:  
DDB1D315EAE0478

Name: Jason Carson

Title: Principal, Special Risks

Address for Notice:

Export Development Canada  
150 Slater Street, Ottawa, Ontario, K1A 1K3

Attention: Jason Carson; Jessica Markic  
Email: jcarson@edc.ca; jmarkic@edc.ca

With a copy to:

Fasken Martineau DuMoulin LLP  
333 Bay Street, Suite 2400  
Toronto, Ontario M5H 2T6

Attention: Alexander Bayus; Aaron Stefan  
Email: abayus@fasken.com; astefan@fasken.com

**IN WITNESS WHEREOF**, the Company and EDC have duly executed this Note.

**Company:**

**SYNAPTIVE MEDICAL INC.**

By: \_\_\_\_\_  
DocuSigned by:  
*Cameron Piron*  
5FF721EF2C2D461...

Name: Cameron Piron

Title: President

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**EXPORT DEVELOPMENT CANADA**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Schedule A  
**[RESERVED]**

Schedule B  
**DEFINITIONS**

“**Affiliate**” means:

- (a) with respect to any specified Person:
  - (i) any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person;
  - (ii) in relation to any investment fund or entity: (1) the manager or general partner of such investment fund or entity; (2) an affiliate of such manager or general partner; (3) any fund or entity managed by such manager, general partner or an affiliate of such manager or general partner; (4) any limited partner of such investment fund or entity or of any such fund or entity referred to in (3); or (5) any acquiror of all or substantially all of the portfolio assets of such investment fund or entity; and
- (b) in the case of EDC:
  - (i) the Federal Government of Canada, and any Person, agency, organization or other entity controlled, directly or indirectly, by EDC or the Federal Government of Canada; or
  - (ii) any Person, agency, organization or other entity designated and/or authorized by the Federal Government of Canada in the case of a sale of all or a substantial portion of EDC’s assets or all or a substantial portion of EDC’s investment portfolio.

“**Articles**” means the articles of incorporation of the Company, as amended.

“**Bidco USA**” means 1001253954 Bidco USA, Inc.

“**Board**” means the board of directors of the Company.

“**Business Day**” means a day other than a Saturday, Sunday or other days that are statutory holidays in the Province of Ontario.

“**Collateral**” means “Collateral” as defined in the Security Agreement.

“**Competitor**” means a Person engaged, directly or indirectly (including through any partnership, limited liability company, corporation, joint venture or similar arrangement (whether now existing or formed hereafter)), in the business of researching, developing or commercializing (i) medical devices in respect of (a) magnetic resonance imaging; (b) surgical visualization (including microscopy or use of assorted imaging modalities), (c) surgical navigation or planning; or (d) surgical robotics, (ii) software for storage, processing, or analysis of medical imaging data; or (iii) neurosurgery simulation models; but shall not include any financial investment firm or collective investment vehicle that, together with its Affiliates, holds less than 20% of the outstanding equity of any Competitor and does not, nor do any of its Affiliates, have a right to designate any members of the board of directors of any Competitor; provided that EDC and its Affiliates shall be deemed not to be a Competitor;

“**Change of Control**” means any transaction, event or series of related transactions or events after the Effective Date that, individually or in the aggregate, result in: (a) the holders of Company’s securities having ordinary voting power who were holders of such securities as of the Effective Date, ceasing to own at least fifty-one percent (51%) of such securities; (b) any Person or group of Persons, directly or indirectly,

of a sufficient number of securities having ordinary voting power to elect a majority of the members of the board, who did not have such power before such transaction.

“**EDC**” means Export Development Canada.

“**Effective Date**” means June 26, 2025, being the effective date of this Note.

“**Event of Default**” means the occurrence of any of the following:

- (a) the Company fails to make any payment under this Note to EDC when due;
- (b) the Company (i) fails to make any payment when due of any indebtedness or liability of the Company to any other party (other than to trade creditors) in excess of \$25,000 (cumulative) to the extent that such failure triggers an immediate repayment right under such indebtedness or liability which is not waived by such other party; (ii) is otherwise in breach of any term, condition, obligation or covenant made by it to or towards a third party which breach may affect, in a material adverse manner, the property of the Company, its activities or its financial situation or (iii) fails to promptly make any payment of any indebtedness or liability of the Company to a trade creditor in excess of \$100,000 (cumulative) that is overdue and in respect of which the trade creditor has made a formal written demand for immediate payment or has taken other formal legal steps to enforce the indebtedness or liability;
- (c) any representation or warranty or certification made or deemed to be made by the Company or any of their respective directors or officers in any Note Document shall prove to have been incorrect in any material respect when made or deemed to be made and, if the circumstances giving rise to the incorrect representation or warranty are capable of modification or rectification (such that, thereafter the representation or warranty would be correct), the representation or warranty remains uncorrected for a period of 10 days;
- (d) the Company is in breach of, in a material manner, any term, condition, obligation or covenant made by it to or with EDC in the Note Documents and such breach continues for 10 days after the Company’s receipt of written notice to the Company of such breach;
- (e) the Company becomes insolvent or admits in writing its inability to pay its Indebtedness generally as they become due, or makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of any provisions for relief under the *Bankruptcy and Insolvency Act* (Canada), the *Companies Creditors’ Arrangement Act* (Canada) or similar legislation in any jurisdiction, or makes an authorized assignment;
- (f) a receiver, manager, receiver and manager or receiver-manager of all or a part of the Company’s assets is appointed or an order is made or a resolution is passed for the winding up of the Company, unless the relevant application, filing, proceeding, petition or case, as applicable, is capable of being contested and is contested in good faith by *bona fide* action on the part of the Company, and is dismissed, stayed or withdrawn within 30 days after the commencement thereof;
- (g) the Company ceases or threatens to cease to carry on all or a substantial part of its business or makes or threatens to make a sale of all or substantially all of its assets or distress or execution is levied or issued against all or a part of the Company’s assets;
- (h) the holder of any security interest, charge, encumbrance, lien or claim against any of the Company’s assets does anything to enforce or realize on such security interest, charge, encumbrance, lien or claim (other than with respect to the Permitted Lien set forth on Schedule G); or

- (i) a judgment, fine, penalty or other order requiring the Company to pay more than \$100,000 is rendered against the Company, and not discharged, stayed or bonded, pending appeal within fifteen (15) days of entry, assessment or issuance.

“**Financial Crime Laws**” refers to laws related to bribery and corruption, money laundering and terrorist financing, sanctions (including Canadian and U.S. sanction laws, regulations, embargoes and restrictive measures) and external fraud.

“**Indebtedness**” of any Person means (without duplication):

- (a) all indebtedness of such Person for borrowed money, including borrowings of commodities, prepaid forward sales of commodities, bankers' acceptances, letters of credit or letters of guarantee;
- (b) all indebtedness of such Person for the deferred purchase price of assets or services, other than for assets and services purchased in the ordinary course of business and paid for in accordance with customary practice and not represented by a note, bond, debenture or other evidence of Indebtedness;
- (c) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to assets acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such assets);
- (d) all obligations of such Person represented by a note, bond, debenture or other evidence of Indebtedness;
- (e) all obligations under capital leases and all obligations under synthetic leases, in each case, in respect of which such Person is liable as lessee;
- (f) all obligations with respect to any equity securities in the capital of the Person which, by their terms (or by the terms of any security into which they are convertible or for which they are exchangeable), or upon the happening of any event (i) mature or are mandatorily redeemable pursuant to a sinking fund obligation or otherwise, (ii) are redeemable for cash or Indebtedness at the sole option of the holder, or (iii) provide for scheduled payments of dividends in cash, in each case, on or prior to the Maturity Date; and
- (g) all Indebtedness of another entity of a type described in clauses (a) through (f) which is directly or indirectly guaranteed by such Person, which is secured by a lien on any assets of such Person, which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire, or in respect of which such Person has otherwise assured a creditor or other entity against loss.

“**Junior Rollover Indebtedness**” means the Indebtedness created pursuant to the series of 8% Notes due June 26, 2030 in an aggregate amount of \$14,000,000 and subordinated to the Indebtedness under this Note pursuant to the Subordination, Intercreditor and Collateral Agency Agreement

“**including**” means “including without limitation”.

“**Investment**” means any beneficial ownership interest in any Person (including stock, partnership interests or other securities), and any loan, advance or capital contribution to any Person, or the acquisition of all or substantially all of the assets or properties of another Person.

“**Liquidation Event**” means:

- (a) an amalgamation, arrangement, merger, reorganization or similar transaction in which:

- (i) the Company is a constituent party; or
- (ii) a subsidiary of the Company is a constituent party and the Company issues shares in its capital pursuant to such amalgamation, arrangement, merger, reorganization or similar transaction,

except any such amalgamation, arrangement, merger, reorganization or similar transaction involving the Company or a subsidiary in which the shares in the capital of the Company outstanding immediately prior to such amalgamation, arrangement, merger, reorganization or similar transaction continue to represent, or are converted into or exchanged for shares that represent, immediately following such amalgamation, arrangement, merger, reorganization or similar transaction, a majority, by voting power, of the shares in the capital of (X) the surviving or resulting corporation or (Y) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such amalgamation, arrangement, merger, reorganization or similar transaction, the parent corporation of such surviving or resulting corporation;

- (b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole, or the sale or disposition (whether by amalgamation, arrangement, merger, reorganization or otherwise) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company;
- (c) the completion of a sale transaction between shareholders of the Company and a Person, or Persons, that results in those who were the holders of the voting securities of the Company before the sale transaction holding less than a majority of the votes attached to the outstanding voting securities of the Company after the completion of the sale transaction; or
- (d) a liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or any other distribution of the assets of the Company among its shareholders for the purpose of winding up affairs.

**“Material Adverse Effect”** means any event, change, circumstance, or situation which, individually or a combination of events, changes, circumstances or similar situations that has or could reasonably be expected to have a material adverse effect on the assets (including intangible assets), liabilities, financial condition, property, prospects or results of operations of the Company and/or the business of the Company or which could reasonably be expected to have a material adverse effect on the opportunity of EDC to realize a return on all or part of its investment.

**“Note Documents”** means this Note, the Security Agreement and the Subordination, Intercreditor and Collateral Agency Agreement or other agreement, including any guarantee or security agreement entered into by a Subsidiary entered into pursuant to the terms of this Note.

**“Obligations”** means the obligations and liabilities, present or future, direct or indirect, absolute or contingent, at any time and from time to time owing by the Company to EDC arising under or pursuant to this Note.

**“Permitted Distribution”** means:

- a) distributions to the Company upon winding-up of a Subsidiary,
- b) payment of dividends solely in common stock,

- c) repurchase of stock up to an aggregate of \$50,000 in any fiscal year held by former employees, directors, officers or other service providers pursuant to stock repurchase agreements or the exercise of contractual rights of refusal existing at the Effective Date as long as an Event of Default is not then continuing or would not result from completing such repurchase,
- d) any other Distributions consented to in writing by EDC in its unfettered discretion.

**“Permitted Indebtedness”** means:

- a) Indebtedness of Company in favor of EDC however arising,
- b) Indebtedness existing on the Effective Date and disclosed in Schedule I,
- c) Indebtedness secured by a purchase money security interest, provided such Indebtedness does not exceed the lesser of the cost or fair market value of the equipment financed, and \$300,000 in the aggregate, and any Indebtedness secured by the Permitted Lien described in Schedule G provided such Lien extends only to the equipment currently under transportation and/or storage by the Secured Party,
- d) Subordinated Indebtedness including the Junior Rollover Indebtedness,
- e) unsecured Indebtedness to trade creditors, and other unsecured general business payables and obligations incurred in the ordinary course of business,
- f) Indebtedness up to an aggregate of US\$225,000 incurred in the ordinary course of business as a result of any corporate credit card facilities for commercial purposes,
- g) Indebtedness incurred as a result of endorsing negotiable instruments received in the ordinary course of business,
- h) extensions, refinancings, modifications, amendments and restatements of any Permitted Indebtedness in (a) through (g), provided (i) the principal amount of the Indebtedness is not increased, nor (ii) their terms modified with the effect they are burdensome, in any material respect, upon the Company or a Subsidiary, and
- i) any other Indebtedness consented to in writing by EDC in its unfettered discretion.

**“Permitted Investments”** means:

- a) Investments existing on the Effective Date and constituting a GIC serving as cash collateral in favour of Royal Bank of Canada secured by the Permitted Lien disclosed on Schedule I in favour of Royal Bank of Canada,
- b) (i) marketable direct obligations issued or unconditionally guaranteed by the United States of America or any agency or any State maturing within one (1) year from the date of their acquisition, and (ii) commercial paper maturing no more than 1 year from the date of their creation and during the Term maintaining a rating of at least A-2 or P-2 from either Standard & Poor’s Corporation or Moody’s Investors Service,
- c) Investments consisting of the endorsement of negotiable instruments for deposit or collection, or similar transactions in the ordinary course of the business of the Company or a Subsidiary holding such instrument,
- d) Investments consisting of money market accounts or other deposit accounts with Chartered Banks subject to a deposit account control agreement in favor of EDC,

- e) Investments in connection with Permitted Transfers,
- f) Investments to create a Subsidiary for the purpose of consummating a merger or other transaction permitted by this Agreement, provided such Subsidiary becomes a co-borrower to this Agreement or a guarantor of the Obligations, upon EDC's request,
- g) Investments in the Company's Affiliate Bidco USA, as required to maintain the ordinary course operations of Bidco USA, and in compliance with clause (q) of Schedule E;
- h) Investments in the aggregate not to exceed \$50,000 per fiscal year for (i) travel advances for relocation and other employee loans and advances in the ordinary course of business, and (ii) loans to employees, officers, or directors for the purchase of equity securities of the Company or a Subsidiary pursuant to subsisting employee stock purchase plans or agreements approved by Company's or such Subsidiary's board of directors,
- i) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of business, and
- j) any other Investments consented to by EDC in its unfettered discretion.

**"Permitted Liens"** means the liens, charges, encumbrances and security interests set forth in Schedule G or Schedule I and any Permitted Liens as defined in the Security Agreement.

**"Permitted Transfers"** means:

- a) transfers of inventory (i) on commercially reasonable terms up to a maximum of CAD\$100,000 in any such transfer and a maximum of \$250,000 in the aggregate over the term of this Agreement or (ii) in the ordinary course of business,
- b) transfers of non-exclusive licenses for the use of the property of the Company or a Subsidiary in the ordinary course of business,
- c) transfers of exclusive licenses for the use of the property of the Company or a Subsidiary (which do not constitute a transfer or disposition of all or substantially all of the intellectual property of the Company) granted to strategic commercial collaborators of the Company from time to time consistent with past practices in order to advance the research, development and commercialization of the Company's products,
- d) transfers of worn-out or obsolete equipment,
- e) grants of security interests and other Liens that constitute Permitted Liens,
- f) transfers consisting of or in connection with Permitted Investments,
- g) transfers consisting of Company's or a Subsidiary's use or transfer of money or cash equivalents for trade payables and other business expenses in the ordinary course of business not prohibited by this Agreement or the Note Documents, and
- h) any other transfer of Collateral consented to by EDC in its unfettered discretion.

**"Person"** means any individual, corporation, partnership, trust, limited liability company, association or other entity.

**"Security Agreement"** means the general security agreement among the Company and EDC, in the form attached hereto as Schedule D.

**“Subordinated Indebtedness”** means Indebtedness, including pursuant to convertible notes on terms to investors acceptable to EDC, which is subject to a subordination agreement in form and substance satisfactory to EDC, including for certainty, the Junior Rollover Indebtedness.

**“Subordination, Intercreditor and Collateral Agency Agreement”** means the subordination and intercreditor agreement in the form attached hereto as Schedule F.

**“Subsidiary”** means any corporation, company or partnership in which the Company or an Affiliate of the Company has (i) any general partnership interest or (ii) more than 50% of the securities or other units of ownership which by their terms have the voting power to elect its board of directors, or appoint its managers or trustees.

Schedule C  
**REPRESENTATIONS AND WARRANTIES – COMPANY**

**1. Organization, Good Standing and Qualification**

The Company is a corporation duly organized, validly existing, and in good standing under the laws of its governing jurisdiction and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a Material Adverse Effect.

**2. Authorization**

All corporate action on the part of the Company necessary for the authorization, execution and delivery of the Note Documents and the authorization, sale, issuance and delivery of this Note, and the performance of all obligations of the Company under the Note Documents has been taken.

**3. Enforceability**

The Note Documents constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general application affecting enforcement of creditors' rights generally, and except as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

**4. Subsidiaries and affiliated companies**

The Company does not have any subsidiaries, nor does it have any affiliated companies (which, for purposes hereof, shall include entities which are related to the ongoing operations of the Company, including, without limitation, in the United States of America) other than 1001253954 Ontario Inc. and Bidco USA (a wholly-owned subsidiary of 1001253954 Ontario Inc.) and does not otherwise own any securities in the capital of or any interest in, or control, directly or indirectly, any person. The Company is not a participant in any joint venture, partnership or similar arrangement.

**5. Capitalization**

The Company is wholly-owned by 1001253954 Ontario Inc.

**6. No Violations or Defaults**

The Company is not in violation or in default with respect to:

- (a) its Articles or by-laws or any material judgment, order, writ, decree, statute, rule or regulation applicable to the Company;
- (b) any Indebtedness, mortgage, hypothec, indenture, or security agreement;
- (c) any other material contract the violation of which would have a Material Adverse Effect on the Company; or
- (d) any provision of any federal, provincial or state statute, rule or regulation applicable to the Company, the violation or default of which would have a Material Adverse Effect on the Company.

**7. Non-Contravention**

The execution and delivery by the Company of the Note Documents and the sale, issuance and delivery of this Note and the performance of all obligations of the Company under the Note Documents will not:

- (a) violate the Articles or by-laws or any material judgment, order, writ, decree, statute, rule, or regulation applicable to the Company;
- (b) violate or create an event of default under any provision of, or result in the breach or the acceleration of, or entitle any third party to accelerate (whether after the giving of notice or lapse of time or both), any Indebtedness, mortgage, hypothec, indenture or security agreement;
- (c) violate or create an event of default under any provision of, or result in the breach or the termination of, or entitle any third party to terminate (whether after the giving of notice or lapse of time or both), any material contract to which the Company is a party or by which it is bound;
- (d) violate any provision of any federal, provincial or state statute, rule or regulation applicable to the Company, the violation of which would have a Material Adverse Effect on the Company; or
- (e) other than pursuant to the Security Agreement, result in the creation or imposition of any lien or charge upon any property, asset or revenue of the Company or the suspension, revocation, impairment, forfeiture or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations, or any of its assets or properties.

## **8. Governmental Consents and Filings**

No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, provincial/territorial or local governmental authority on the part of the Company is required in connection with the issuance of this Note or the consummation of the transactions contemplated under the Note Documents that has not been obtained.

## **9. Indebtedness and Liabilities**

Except as set forth in Schedule I, the Company has no outstanding Indebtedness, liabilities or obligations, contingent or otherwise, that are of the nature required to be reflected in, disclosed on, reserved against or otherwise described on a balance sheet prepared in accordance with applicable generally accepted accounting principles, and is not a party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities (contingent or otherwise) or Indebtedness of any Person.

## **10. Distributions**

The Company has not declared or paid any dividends, or authorized or made any distribution upon or with respect to any class or series of shares in its capital.

## **11. [Reserved]**

## **12. Financial Crime Laws**

The Company, its employees and agents: (i) are in compliance with Financial Crime Laws (as defined herein) in all material respects; and (ii) are not currently under charge in a court, formally under investigation by public prosecutors or, within the last five (5) years, been convicted in a court, for violation of laws of any country against bribery (including, without limitation, laws against bribery of foreign public officials), and have not entered into any form of settlement or other arrangement including, without limitation, any publicly-available arbitral award in connection with the violation of laws against bribery.

**13. Entity Status and Discrimination**

The Company hereby represents that it: (i) is not a government organization or body, or wholly-owned by a government organization or body; (ii) is not an entity that is a non-profit organization, registered charity, union, or a fraternal benefit society or order, or an entity owned by such an organization, unless the entity is actively carrying on a business in Canada (including a related business in the case of a registered charity) that earns revenue from the regular supply of property/goods or services; (iii) is not owned by a Federal Member of Parliament or Senator; and (iv) does not promote violence, incite hate or discriminate on the basis of sex, gender identity or expression, sexual orientation, colour, race, ethnic or national origin, religion, age or mental or physical disability, contrary to applicable laws.

Schedule D  
**GENERAL SECURITY AGREEMENT**

## **SENIOR GENERAL SECURITY AGREEMENT**

**THIS AGREEMENT** is made as of the 26<sup>th</sup> day of June, 2025 by **SYNAPTIVE MEDICAL INC.** (the “**Company**”), a corporation existing as at the date hereof as a corporation formed under the *Business Corporations Act* (Ontario), in favour of **EXPORT DEVELOPMENT CANADA** (the “**Secured Party**”), a Canadian federal government crown corporation, acting in its own right.

### **BACKGROUND:**

The Company is now indebted and may hereafter become further indebted from time to time to the Secured Party.

The Company has agreed to enter into this Agreement and grant a security interest in all of its existing and hereafter acquired property to the Secured Party, for the Secured Party’s own benefit.

**FOR VALUABLE CONSIDERATION** (the receipt and sufficiency of which are hereby acknowledged), the Company covenants, acknowledges, represents and warrants in favour of the Secured Party, as follows:

### **ARTICLE 1 INTERPRETATION**

#### **1.1 Definitions**

Each word and expression defined in Schedule 1.1 is used in this Agreement with the respective defined meaning given to it in Schedule 1.1. Words and expressions defined in the PPSA or the STA and used without initial capitals in this Agreement (including in Schedule 1.1) have the respective defined meanings given to them in the PPSA or STA, unless the context otherwise requires.

#### **1.2 Reference to Agreements and Documents**

Each reference in this Agreement to any agreement or document (including this Agreement and any other term defined in Schedule 1.1 that is an agreement or document) shall be construed so as to include such agreement or document (including any attached schedules, appendices and exhibits), and each change made to it at or before the time in question.

#### **1.3 Reference to Statutes**

Unless the context otherwise requires, each reference in this Agreement to any code, statute, regulation, official interpretation, directive or other legislative enactment of any Canadian or foreign jurisdiction (including any political subdivision of any thereof) at any time shall be construed so as to include such code, statute, regulation, official interpretation, directive or enactment and each change thereto made at or before that time.

#### **1.4 Headings, etc.**

The division of this Agreement into Articles, Sections and Schedules and the insertion of headings and titles are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “**this Agreement**”, “**hereof**”, “**hereunder**” and similar expressions refer to this Agreement and not to any particular Article, Section, Subsection, Schedule, paragraph, subparagraph, Clause or other portion of this Agreement.

#### **1.5 Grammatical Variations.**

In this Agreement, unless the context otherwise requires, (i) words and expressions (including words and expressions (capitalized or not) defined, given extended meanings or incorporated by reference herein) in the singular include the plural and *vice versa* (the necessary changes being made to fit the context); (ii) words in one gender include all genders; (iii) grammatical variations of words and expressions (capitalized or not) which are defined, given extended meanings or incorporated by reference in this Agreement shall be construed in like manner; and (iv) “or” is to be construed in both the conjunctive and as exclusive where the context so admits.

### **ARTICLE 2 GRANT OF SECURITY**

#### **2.1 Security**

As general and continuing collateral security, without impairment or novation, for the due payment and performance of the Secured Obligations of the Company, and subject to the exceptions in Section 2.9, 2.10, 2.11 and 2.12, the Company hereby mortgages, charges and grants a security interest in all of the Company’s present and after-acquired personal property and real property to and in favour of the Secured Party and without limitation:

- (a) grants, assigns, conveys, hypothecates, mortgages and charges the following assets as and by way of a fixed and specific mortgage and charge to and in favour of the Secured Party:
  - (i) all freehold, real or immovable property in which the Company now or hereafter has rights, together with all buildings, erections and fixtures now or hereafter constructed, erected or installed thereon;
  - (ii) all leasehold real or immovable property in which the Company now or hereafter has rights, together with all buildings, erections and fixtures now or hereafter constructed, erected or installed thereon;
  - (iii) all rights to the assets referred to in clauses (i) and (ii) above and clause (iv) below and related benefits, easements, franchises, immunities, licences, privileges, rights of way, undersurface rights, servitudes, and other interests appertaining thereto or connected therewith; and

- (iv) all Proceeds and Replacements of or to assets referred to in clauses (i), (ii) and (iii) above and this Clause (iv) (other than Proceeds or Replacements comprised of Unlimited Liability Shares, Security Entitlements to Unlimited Liability Shares and general partnership interests which shall be subject to the security interest granted under paragraph (c) below), including all rights thereto;
- (b) charges, mortgages, hypothecs, pledges and assigns and grants a security interest in the following assets as and by way of a fixed and specific security to and in favour of the Secured Party:
  - (i) Accounts;
  - (ii) Any right to payment under a mortgage, charge or lease of real property in which the Company now or hereafter has rights, excluding the Company's rights in the associated real property;
  - (iii) Chattel Paper;
  - (iv) Documents of Title;
  - (v) Equipment;
  - (vi) Instruments;
  - (vii) Intangibles;
  - (viii) Inventory;
  - (ix) Investment Property (other than Unlimited Liability Shares, Security Entitlements to Unlimited Liability Shares and general partnership interests);
  - (x) Money;
  - (xi) Records;
  - (xii) all insurance policies in which the Company now or hereafter has rights;
  - (xiii) the business, undertakings and goodwill of the Company;
  - (xiv) all rights of the Company to the property referred to in clauses (i) to (xiii) inclusive above and Clause (xv) below; and
  - (xv) all Proceeds and Replacements (other than Proceeds or Replacements comprised of Unlimited Liability Shares, Security Entitlements to Unlimited Liability Shares and general partnership interests which shall be subject to the security interest granted under paragraph (c) below) of or to

property referred to in Clauses (i) to (xiv) inclusive above or this Clause (xv), including all rights thereto;

- (c) grants a security interest in the following assets as and by way of a fixed and specific security in favour of the Secured Party:
  - (i) Unlimited Liability Shares and Security Entitlements to Unlimited Liability Shares;
  - (ii) general partnership interests; and
  - (iii) all rights of the Company to the property referred to in Clauses (i) and (ii) above and Clause (iv) below; and
  - (iv) all Proceeds and Replacements of or to property referred to in Clauses (i), (ii) and (iii) above and this Clause (iv) that are Unlimited Liability Shares or Security Entitlements to Unlimited Liability Shares, including all rights thereto; and
  
- (d) grants a security interest in the following property, and grants, assigns, conveys, mortgages and charges the following property as and by way of a floating charge to and in favour of the Secured Party:
  - (i) the business, undertakings and goodwill of the Company and all personal property, tangible and intangible, of whatever nature and kind in which the Company now or hereafter has rights, its uncalled capital (if any) and all its present and future revenues, save and except such assets as are validly and effectively subject to the fixed and specific security created by paragraphs (a), (b) and (c) above;
  - (ii) all rights of the Company to the property referred to in Clause (i) above and Clause (iii) below; and
  - (iii) all Proceeds and Replacements (other than Proceeds or Replacements comprised of Unlimited Liability Shares, Security Entitlements to Unlimited Liability Shares or general partnership interests which shall be subject to the security interest granted under paragraph (c) above only) of or to property referred to in Clauses (i) and (ii) above or this Clause (iii), including all rights thereto.

## **2.2 Attachment**

The Company agrees that value has been given, that the Company and the Secured Party have not agreed to postpone the time for attachment of the Security and that the Security is intended to attach, as to all of the Collateral in which the Company now has rights, when the Company executes this Agreement, and, as to all Collateral in which the Company only has rights after the execution of this Agreement, when the Company first has such rights. For

certainty, the Company confirms and agrees that the Security is intended to attach to all present and future Collateral of the Company and each successor of the Company.

### **2.3 Habendum**

The Secured Party agrees to hold the Collateral for the benefit of itself and any Receiver to be dealt with in the manner provided for in this Agreement.

### **2.4 Duty of Care**

The Secured Party shall not have any duty of care to the Company with respect to Collateral in physical form which is delivered to the Secured Party to be held by it pursuant to this Agreement, other than to use the same degree of care in the physical custody and physical preservation of such Collateral as it would with its own physical property of like nature. The Secured Party shall have no obligation to (a) take any action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to the Collateral or (b) take any necessary actions required to preserve rights against any persons with respect to Collateral.

### **2.5 Disposals of Collateral**

So long as no Event of Default has occurred and is continuing, the Company may, provided to do so is not contrary to any provision hereof, dispose of and otherwise deal with the Collateral in the ordinary course of its business and for the purpose of carrying on such business. All Proceeds, including all rights of the Company as vendor, consignor or lessor and all resulting Accounts, shall be subject to the Security.

### **2.6 Proceeds Held in Trust**

If an Event of Default has occurred and is continuing, the Company shall receive and hold all Proceeds (other than Proceeds or Replacements comprised of Unlimited Liability Shares, Security Entitlements to Unlimited Liability Shares or general partnership interests which shall be subject to the security interest only granted under Section 2.1(c) above only) in trust for the benefit of the Secured Party and any Receiver, separate and apart from other monies, instruments or property, and shall forthwith endorse as necessary and pay over or deliver them to the Secured Party to be dealt with in the manner provided for in this Agreement.

### **2.7 Account Debtors**

If an Event of Default has occurred and is continuing, the Secured Party may require any account debtor of the Company to make payment directly to the Secured Party and the Secured Party may hold all amounts acquired from any such account debtors and any Proceeds as part of the Collateral to be dealt with in the manner provided for in this Agreement.

### **2.8 Securities**

- (a) Contemporaneously with the execution and delivery of this Agreement (with respect to any Subsidiary Securities in which the Company now has rights) and within five (5) Business Days of the Company first having rights in any

Subsidiary Securities in which the Company hereafter acquires rights (with respect to Subsidiary Securities in which the Company only has rights after the execution and delivery of this Agreement), the Company shall:

- (i) physically deliver to the Secured Party each certificated Subsidiary Security that is in bearer form;
- (ii) physically deliver to the Secured Party each certificated Subsidiary Security that is in registered form and
  - (A) except in the case of Unlimited Liability Shares, either (as the Secured Party shall direct) endorse the Subsidiary Security certificate to the Secured Party or in blank by an effective endorsement; or
  - (B) in the case of Unlimited Liability Shares, endorse the Subsidiary Security certificate in blank; and
- (iii) except for Unlimited Liability Shares and Security Entitlements to Unlimited Liability Shares, cause the issuer of each uncertificated Subsidiary Security to agree with the Secured Party that such issuer will comply with the instructions originated by the Secured Party without the further consent of the Company or any other entitlement holder or person;

Any Subsidiary Security held or controlled by the Secured Party pursuant to the foregoing provisions of this Subsection 2.8(a) shall be held as Collateral under this Agreement to be dealt with in the manner provided for in this Agreement.

- (b) Subject to Subsection 2.8(c), all rights conferred by statute or otherwise upon a registered holder of Subsidiary Security shall:
  - (i) with respect to any Securities held directly by the Secured Party or its representative, be exercised as the Company may direct and for this purpose, the Secured Party shall, promptly upon the request of the Company, execute and deliver to the Company all such proxies and powers of attorney as the Company may reasonably request for the purpose of enabling the Company to exercise the rights and powers that it is entitled to exercise pursuant to this Section 2.8(b)(i); and
  - (ii) with respect to any Subsidiary Security held directly by the Company or its representatives, be exercised by the Company.
- (c) With respect to the Company's rights relating to any Subsidiary Security:
  - (i) such rights shall not be exercised in any manner which is reasonably likely to be inconsistent with the rights intended to be conferred on the Secured Party by or pursuant to this Agreement;

- (ii) the Company shall not, without the prior written consent of the Secured Party or unless permitted under the Senior Note, by the exercise of any of such rights or otherwise, permit or agree to any variation of the rights attached to or conferred by any Subsidiary Security, participate in any rights issue, elect to receive or vote in favour of receiving any dividends other than in the form of cash or participate in any vote concerning a dissolution, liquidation or winding-up of an issuer of any Subsidiary Security pursuant to its incorporating statute (or any similar proceeding), other than as expressly permitted by written agreement with the Secured Party;
- (iii) unless and until an Event of Default has occurred and is continuing, the Company shall be entitled to receive and retain any cash dividends paid on the securities and any Proceeds derived from any sale of any Subsidiary Security; and
- (iv) after the occurrence of an Event of Default and while it is continuing (and without any consent or authority on the part of the Company), the Secured Party or any of its representatives may at the Secured Party's discretion (in the name of the Company or otherwise) exercise or cause to be exercised in respect of any Subsidiary Security (other than any Subsidiary Security comprised of Unlimited Liability Shares) any voting rights or rights to receive dividends, interest, principal or other payments of money, as the case may be, forming part of any Subsidiary Security and all other rights conferred on or exercisable by the bearer or holder thereof.

## **2.9 Unlimited Liability Shares**

Notwithstanding any provisions to the contrary contained in this Agreement or any other document or agreement among all or some of the parties hereto, the Company is the sole registered and beneficial owner of each Unlimited Liability Share or Security Entitlement to Unlimited Liability Share subject to the Security and will remain so until such time as such Unlimited Liability Share or Security Entitlement to Unlimited Liability Share is effectively transferred into the name of the Secured Party or another person on the books and records of the Unlimited Company issuer thereof. Accordingly, the Company shall be entitled to receive and retain for its own account any dividend on or other distribution, if any, in respect of such Unlimited Liability Shares (except insofar as the Company has granted a security interest in such dividend or other distribution in favour of the Secured Party hereunder, and any Securities which constitute Collateral shall be delivered forthwith upon receipt by the Company to the Secured Party to hold as Collateral hereunder) and shall have the right to vote such Unlimited Liability Shares and to control the direction, management and policies of the issuer Unlimited Company to the same extent as the Company would if such Unlimited Liability Shares were not subject to the Security. Nothing in this Agreement or any other document or agreement among all or some of the parties hereto is intended to, and nothing in this Agreement or any other document or agreement among all or some of the parties hereto shall, constitute the Secured Party or any person other than the Company, a member of any Unlimited Company for the purposes of any applicable governing statute of such Unlimited Company until such time as notice is given to the

Company (and not revoked) as provided herein and further steps are taken thereunder so as to register the Secured Party or such other person as holder of such Unlimited Liability Shares. To the extent any provision hereof would have the effect of constituting the Secured Party as a member of the Unlimited Company issuer, such provision shall be severed therefrom and ineffective without otherwise invalidating or rendering unenforceable this Agreement or such provision insofar as it relates to property which is not Unlimited Liability Shares. Except upon the exercise of rights to sell or otherwise dispose of Unlimited Liability Shares following the occurrence of an Event of Default, while it is continuing and upon the Secured Party giving notice (which has not been revoked) as provided herein, the Company shall not cause, permit or enable any Unlimited Company issuer to cause, permit, or enable the Secured Party to:

- (a) be registered as a shareholder or member of the Unlimited Company;
- (b) have any notation entered in its favour in the share register in respect of Unlimited Liability Shares;
- (c) hold the Secured Party or any Receiver out as a shareholder or member of an Unlimited Company;
- (d) act or purport to act as a member of an Unlimited Company, or obtain, exercise or attempt to exercise any rights of a shareholder or member, of the Unlimited Company;
- (e) be held out as shareholder or member of the Unlimited Company;
- (f) receive, directly or indirectly, any dividends, property or other distributions from the Unlimited Company by reason of the Secured Party holding a security interest in the Unlimited Liability Shares; or
- (g) act as a shareholder or member of the Unlimited Company, or exercise any rights of a shareholder or member including the right to attend a meeting of, or to vote the shares of, an Unlimited Company or to be entitled to receive or receive any distribution in respect of Unlimited Liability Shares.

The foregoing limitation shall not restrict the Secured Party from exercising the rights which it is entitled to exercise hereunder in respect of any Collateral constituting Unlimited Liability Shares or Security Entitlements to Unlimited Liability Shares at any time that the Secured Party shall be entitled to enforce the Security and realize on all or any portion of the Collateral pursuant to the Security; provided that no such rights may be exercised other than in the course of realization of the Security.

## **2.10 General Partnership Interests**

Notwithstanding any provision to the contrary contained in this Agreement or any other agreement or document among all or some of the parties hereto, each applicable Company is the sole registered and beneficial owner of each interest held by it in any general partnership and general partnership interest in any limited partnership subject to the Security and will remain so until such time as such interest is effectively transferred into the name of another person on

the books and records of the issuer thereof. To the extent any provision hereof would have the effect of constituting the Secured Party or any Receiver as a general partner of any limited or general partnership, such provision shall be severed herefrom and ineffective without otherwise invalidating or rendering unenforceable this Agreement or such provision insofar as it relates to property which is not such a general partner interest in a partnership.

## **2.11 Leases**

The last day of the term of any lease, oral or written, or any agreement therefor, now held or hereafter acquired by the Company shall be excepted from the Security and shall not form part of the Collateral but the Company shall stand possessed of such one day remaining upon trust to assign and dispose of the same as the Secured Party directs. If any such lease or agreement therefor contains a provision which provides in effect that such lease or agreement may not be assigned, sub-leased, charged or made the subject of any Lien without the consent of the lessor, the application of the Security to any such lease or agreement shall be conditional upon such consent being obtained.

## **2.12 Restricted Rights**

- (a) Notwithstanding anything to the contrary contained in any other provision of this Agreement, if the Company cannot lawfully grant the Security in any agreement, right, franchise, equipment lease or sublease, Intellectual Property right or Licence or in any rights therein or thereto in which it now or hereafter has rights, or in any goods subject to any agreement, right, franchise, equipment lease or sublease, Intellectual Property right or Licence in which it now or hereafter has rights, (“**Restricted Rights**” and “**Restricted Goods**”, respectively) because the terms of such Restricted Rights prohibit or restrict such Security, the Restricted Rights require the consent of any person which has not been obtained or the grant of such Security in the Restricted Rights or Restricted Goods would contravene or is void under any applicable statute or regulation, result in a material loss and expense to the Company or (in the judgment of the Secured Party) materially adversely affect the Security in any material way in any other Collateral, those Restricted Rights or, as the case may be, Restricted Goods, shall not, to the extent it would be illegal, void, result in a material loss and expense to the Company or materially adversely affect the Security in any material way in other Collateral (each, a “**Prescribed Right**”), be subject to the Security (save to the extent provided below) unless and until such agreements, consents, waivers and approvals as may be required to avoid such illegality, voidness, material loss and expense or material adverse effect have been obtained (“**Required Approvals**”). The Security shall nonetheless immediately attach to any rights of the Company arising under, by reason of, or otherwise in respect of such Prescribed Right, such as the right to receive payments thereunder and all Proceeds and Replacements of the Prescribed Right (“**Related Rights**”), if (i) and to the extent and as at the time such attachment to the Related Rights is not illegal, void, would not result in a material loss and expense to the Company or materially adversely affect the Security in any material way in any other Collateral, (ii) all necessary Required

Approvals are obtained, (iii) such prohibition or restriction is not enforceable against third parties such as the Secured Party or (iv) an Event of Default occurs.

- (b) To the extent permitted by applicable statute or regulation, the Company will hold in trust for the Secured Party and any Receiver, and provide them with the benefits of, each Restricted Right and Restricted Goods and following the occurrence of an Event of Default and while it is continuing, will enforce all Prescribed Rights at the direction of the Secured Party or at the direction of such other person (including any purchaser of Collateral from the Secured Party or any Receiver) as the Secured Party may designate; provided that until the Security becomes enforceable, the Company shall be entitled to receive all proceeds relating to the Restricted Rights and Restricted Goods, subject to the Security.

### **2.13 Consumer Goods**

The Company shall ensure that Collateral does not and shall at no time include consumer goods.

### **2.14 Revisions to Schedules**

The Company shall revise and provide the Secured Party with updated Schedules hereto from time to time to ensure that the representations and warranties relative thereto made by the Company are true, accurate and complete at all times so far as is reasonably practicable. Any such updated Schedule, if provided within thirty (30) days of the date any change requiring the delivery of such updated Schedule takes place, shall take effect as of, and from the date of such change.

### **2.15 Registration**

The Secured Party may register, file and record the Security or this Agreement or notice thereof, on behalf of the Secured Party, at all proper offices where, in the opinion of the Secured Party's legal counsel, such registration, filing or recording may be necessary or advantageous to create, perfect, preserve or protect the Security in the Collateral and its priority.

## **ARTICLE 3 REPRESENTATIONS AND WARRANTIES**

The Company represents and warrants to and in favour of the Secured Party as follows:

### **3.1 Locations of Collateral**

The registered office, places of business, chief executive office, principal place of residence and location of the Company (within the meaning assigned in Section 7(1) of the PPSA of the Province of Ontario or comparable provision of any other applicable PPSA) and the locations of the Collateral, including its Records relating thereto, are listed in Schedule 3.1.

### **3.2 Subsidiary Securities**

Schedule 3.2 includes a complete list of all Subsidiary Securities in which the Company has rights.

### **3.3 Reliance and Survival**

All representations and warranties of the Company made herein or in any certificate or other document delivered by or on behalf of the Company to the Secured Party are material, shall survive the execution and delivery of this Agreement and shall continue in full force and effect until the Secured Obligations are paid in full. The Secured Party and any Receiver shall be deemed to have relied upon each such representation and warranty notwithstanding any investigation made by or on behalf of the Secured Party at any time.

## **ARTICLE 4 COVENANTS OF THE COMPANY**

### **4.1 Payment of Secured Obligations**

The Company shall punctually pay and perform the Secured Obligations as and when due in accordance with their respective terms.

### **4.2 Liens**

The Company shall keep the Collateral free and clear at all times from Liens, except Permitted Liens, and shall defend the title to the Collateral against all persons as any prudent owner of Collateral would do. The foregoing shall not in any way prevent the Secured Party from, at any time, contesting the validity, enforceability or priority of any Lien. No Lien shall be entitled to priority over the Security, except to the extent that it is entitled to such priority as a purchase-money security interest under the PPSA or pursuant to an agreement signed by the Secured Party. Nothing in this Agreement is intended to create any rights (including subordination rights or any release of Security) in favour of any person other than the Secured Party or any Receiver.

### **4.3 Preservation of Collateral**

No Company will perform or omit to perform any act which would constitute or result in an act, event or omission which could reasonably be expected to render any Security invalid, ineffective, unperfected or subordinate to the interests of any other person in any material way or reduce or impair the value of the Collateral in any material way (other than any reduction in such value arising by reason of (i) disposals of any assets of the Company, (ii) disposals of any Collateral of any issuer or (iii) distributions on Collateral, in each case, to the extent permitted by this Agreement).

### **4.4 Insurance**

The Company shall insure the Collateral as any prudent owner of like Collateral and like business in like locations would do. If the Company fails to obtain and maintain any

such insurance, the Secured Party or any Receiver may do so and the Company shall forthwith upon demand reimburse the Secured Party or the Receiver for all its disbursements, costs and expenses so incurred.

#### **4.5 Further Assurances**

The Company shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, transfers, mortgages, pledges, charges, assignments, documents and assurances as the Secured Party may reasonably require in order to give effect to the provisions of this Agreement and for the better securing or perfecting the Security and the priority accorded to the Security intended under the Secured Documents or this Agreement. Subject to Sections 2.9, 2.10, 2.11 and 2.12, upon the request of the Secured Party, the Company shall specifically mortgage, pledge, charge, grant a security interest in, or assign in favour of the Secured Party any Collateral in which the Company now or hereafter has rights and shall execute all documents reasonably required by the Secured Party in connection therewith. The Company constitutes and appoints the Secured Party to be its attorney with full power of substitution to do on the Company's behalf anything that the Company can lawfully do by an attorney, including to do, make and execute all such assignments, documents, acts, matters or things, with the right to use the name of the Company, whenever and wherever it deems necessary or expedient and to carry out the Company's obligations under this Agreement. Such power of attorney, being granted by way of security and coupled with an interest, is irrevocable until the Secured Obligations of the Company are paid in full. Such power of attorney shall not be exercisable by the Secured Party (a) unless an Event of Default has occurred and it is continuing or (b) unless the Secured Party has requested the Company to take any action required pursuant to this Section 4.5 and the Company has failed to do so within three (3) Business Days of such request.

#### **4.6 Notice of Change**

The Company shall notify the Secured Party in writing at least ten (10) Business Days prior to (a) any change of name, or the adoption of a French or combined English/French or French/English form of the name, of the Company, (b) any transfer of the Company's interest in any Collateral not expressly permitted hereunder, (c) any change in or addition to the location of any Collateral from those locations referred to in Section 3.1 or (d) any change in the jurisdiction where (A) the Company is incorporated, formed or continuing or is located (within the meaning assigned in Section 7(3) of the PPSA of the Province of Ontario or comparable provision of any other applicable PPSA) or (B) where the registered office, chief executive office or principal place of residence of the Company is located.

#### **4.7 Costs**

The Company shall forthwith reimburse the Secured Party, on demand and on a full indemnity basis, for all documented reasonable interest, commissions, costs of realization and other costs and expenses (including documented reasonable legal fees and expenses on a full indemnity basis) incurred by the Secured Party or any Receiver in connection with the enforcement of this Agreement and the enforcement of the Security, including those arising in

connection with the realization, disposition of, retention, protection or collection of any Collateral and the protection or enforcement of the rights of the Secured Party or any Receiver.

#### **4.8 Reimbursements as Secured Obligations**

All amounts for which the Company is required hereunder to reimburse the Secured Party or any Receiver pursuant to this Agreement shall, from the date of disbursement by the Secured Party or the Receiver until the date the Secured Party or such Receiver receives reimbursement, be deemed advanced to the Company by the Secured Party or such Receiver, as the case may be, on the faith and security of this Agreement, shall be deemed to be Secured Obligations secured by the Security and shall bear interest from the date of disbursement, compounded and payable monthly, both before and after demand, default and judgment, until payment of such amount is paid in full to the Secured Party or Receiver at the Default Rate.

### **ARTICLE 5 DEFAULT**

#### **5.1 Default**

Whenever any Event of Default has occurred and is continuing, unless the Secured Party notifies the Company to the contrary and subject to such terms and conditions as may be contained in such notice, a default shall be deemed to have occurred under this Agreement and the Security shall become immediately crystallized and enforceable without the necessity for any further action or notice by the Secured Party, except that no Security over Unlimited Liability Shares, Security Entitlements to Unlimited Liability Shares or general partnership interests shall be enforceable without notice in writing from the Secured Party to the Company that specifically identifies the Unlimited Liability Shares, Security Entitlements to Unlimited Liability Shares or general partnership interests and the intention of the Secured Party to enforce its Security therein, which notice has not been revoked.

#### **5.2 Security Enforceable**

The fact that this Agreement provides for defaults and rights of acceleration shall not derogate from the demand nature of any Secured Obligation payable on demand.

#### **5.3 Waiver**

The Secured Party may waive any default or any breach by the Company of any of the provisions of this Agreement. No waiver, however, shall be deemed to extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived, and no act or omission by the Secured Party shall extend to, or be taken in any manner whatsoever to affect, any subsequent breach or default or the rights of the Secured Party arising therefrom. Any such waiver must be in writing and signed by the Secured Party to be effective. No failure on the part of the Secured Party to exercise, and no delay by the Secured Party in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

## **ARTICLE 6 REMEDIES ON DEFAULT**

### **6.1 Remedies of Secured Party**

If the Security becomes enforceable in accordance with Article 5, the Secured Party shall have the rights set out in this Article 6.

### **6.2 Right to Appoint a Receiver**

The Secured Party may appoint by instrument in writing one or more Receivers of the Company or Collateral. Any such Receiver shall have such of the rights set out in this Article 6 as are conferred on such Receiver in the instrument or order appointing such Receiver. In exercising such rights, any Receiver shall act as and for all purposes shall be deemed to be the agent of the Company and no Secured Party shall be responsible for any act or default of any Receiver. The Secured Party may remove any Receiver and appoint another from time to time. An officer or employee of the Secured Party may be appointed as a Receiver. Except to the extent applicable law otherwise requires, no Receiver appointed by the Secured Party need be appointed by, nor need its appointment be ratified by, or its actions in any way supervised by, a court. If two or more Receivers are appointed to act concurrently, they shall, unless otherwise expressly provided in the instrument or order appointing them, so act severally and not jointly and severally. The appointment of any Receiver or anything done by a Receiver or the removal or termination of any Receiver shall not have the effect of constituting the Secured Party or any Receiver a mortgagee in possession in respect of the Collateral.

### **6.3 Rights of a Receiver**

Any Receiver appointed by the Secured Party shall have such of the following rights as are conferred on such Receiver in the instrument or order appointing such Receiver:

- (a) *Power of Entry.* Any Receiver may at any time enter upon any premises owned, leased or otherwise occupied by the Company or where any Collateral is located to take possession of, disable or remove any Collateral, and may use whatever means the Receiver considers advisable to do so.
- (b) *Right to Possession.* Any Receiver shall be entitled to immediate possession of Collateral and the Company shall forthwith upon demand by any Receiver deliver up possession to a Receiver of any Collateral.
- (c) *Power of Sale.*
  - (i) Any Receiver may sell, lease, consign, licence, assign or otherwise dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are hereby waived by the Company to the extent permitted by applicable law. Any Receiver may, at its discretion, establish the terms of such disposition, including terms and conditions as to credit, upset, reserve bid or price. All payments made pursuant to such dispositions shall be

credited against the Secured Obligations only as they are actually received. Any Receiver may buy in, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any loss occasioned thereby. Any such disposition may take place whether or not the Receiver has taken possession of the Collateral. The exercise by the Receiver of any power of sale does not preclude the Receiver from further exercise of its power of sale in accordance with this Clause.

- (ii) The Company agrees that any Receiver may, in its discretion, approach a restricted number of potential purchasers to effect any sale of any Securities comprised in the Collateral pursuant to Subsection 6.3(c)(i) and that a sale under such circumstances may yield a lower price for Collateral than would otherwise be obtainable if the same were registered and sold in the open market. The Company agrees that:
  - (A) in the event any Receiver shall so sell Collateral at such private sale or sales, the Receiver shall have the right to rely upon the advice and opinion of any person who regularly deals in or evaluates Securities of the type constituting the Collateral as to the best price obtainable in a commercially reasonable manner; and
  - (B) such reliance shall be conclusive evidence that the Receiver handled such matter in a commercially reasonable manner.
- (d) *Carrying on Business.* Any Receiver may carry on, or concur in the carrying on of, any of the business or undertaking of the Company and may, to the exclusion of all others, including the Company, enter upon, occupy and use any of the premises, buildings, plant and undertaking of or occupied or used by the Company and may use any of the Equipment and Intangibles of the Company for such time and such purposes as the Receiver sees fit. No Receiver shall be liable to the Company for any negligence in so doing or in respect of any rent, charges, costs, depreciation or damages in connection with any such action.
- (e) *Pay Liens.* Any Receiver may pay any liability secured by any actual or threatened Lien against any Collateral. A Receiver may borrow money for the maintenance, preservation or protection of any Collateral or for carrying on any of the business or undertaking of the Company and may grant Liens in any Collateral in priority to the Security as security for the money so borrowed. Such Company will forthwith on demand reimburse the Receiver for all such payments and borrowings.
- (f) *Dealing with Collateral.* Any Receiver may seize, collect, realize, dispose of, enforce, release to third parties or otherwise deal with any Collateral in such manner, upon such terms and conditions and at such time as it deems advisable without notice to the Company (except as otherwise required by applicable law), and may charge on its own behalf and pay to others its costs and expenses

(including legal, Receiver's and accounting fees and expenses on a full indemnity basis) incurred in connection with such actions. Such Company will forthwith upon demand reimburse the Receiver for all such costs or expenses.

- (g) *Dealing with Leases.* Any Receiver, for the purpose of vesting the one day residue of the term of any leasehold interest or renewal thereof in any purchaser, shall be entitled by deed or writing to appoint such purchaser or any other person as a new trustee of the aforesaid residue of any such term or renewal thereof in the place and stead of the Company and to vest the same accordingly in such new trustee so appointed free from any obligation respecting the same.
- (h) *Powers re Collateral.* Any Receiver may have, enjoy and exercise all of the rights of and enjoyed by the Company with respect to the Collateral or incidental, ancillary, attaching or deriving from the ownership by the Company of the Collateral, including the right to enter into agreements pertaining to Collateral, the right to commence or continue proceedings to preserve or protect Collateral and the right to grant or agree to Liens and grant or reserve *profits à prendre*, easements, rights of ways, rights in the nature of easements and licences over or pertaining to the whole or any part of the Collateral.
- (i) *Retain Services.* Any Receiver may retain the services of such real estate brokers and agents, lawyers, accountants, appraisers and other consultants as the Receiver may deem necessary or desirable in connection with anything done or to be done by the Receiver or with any of the rights of the Receiver set out herein and pay their commissions, fees and disbursements (which payment shall constitute part of the Receiver's disbursements reimbursable by the Company hereunder). The Company shall forthwith on demand reimburse the Receiver for all such payments.
- (j) *Licence of Intellectual Property.* The Company hereby grants to the Secured Party and any Receiver an irrevocable, non-exclusive licence or other right to use, licence, or sublicense (without payment of any royalty or other compensation to the Company or any other person) after an Event of Default has occurred and for so long as it is continuing any or all of the Company's Intellectual Property, computing hardware, brochures, promotional and advertising materials, labels, packaging materials, and other property in connection with the advertising for sale or lease, marketing, selling, leasing, liquidating, collecting, completing manufacture of, or otherwise exercising any rights or remedies with respect to, any Collateral, including in such licence reasonable access to all media in which any of the licenced items may be recorded or stored and to all computer programs used for the compilation or printout thereof. The Company's rights and interests in and to any Intellectual Property shall inure to the benefit of the Secured Party and any Receiver. Nothing contained herein is intended, or shall be construed, to limit the exercise of the Secured Party's rights and remedies respecting such Intellectual Property and other property, to the extent constituting Collateral.

#### **6.4 Right to have Court Appoint a Receiver**

The Secured Party may, at any time, apply to a court of competent jurisdiction for the appointment of a Receiver, or other official, who may have powers the same as, greater or lesser than, or otherwise different from, those capable of being granted to a Receiver appointed by the Secured Party pursuant to this Agreement.

#### **6.5 Secured Party may exercise rights of a Receiver**

In lieu of, or in addition to, exercising its rights under Sections 6.3 and 6.4 and to the extent permitted by applicable law, but subject to Section 2.9, the Secured Party has, and may exercise, any of the rights which are capable of being granted to a Receiver appointed by the Secured Party pursuant to this Agreement. Notwithstanding any provisions to the contrary contained in this Agreement, only the Secured Party, and not the Receiver (other than a court-appointed Receiver), shall have the right to exercise the rights of a Receiver with respect to Unlimited Liability Shares, Security Entitlements to Unlimited Liability Shares and general partnership interests.

#### **6.6 Retention of Collateral**

To the extent permitted by applicable law, the Secured Party may elect to retain any Collateral in satisfaction of the Secured Obligations of the Company. The Secured Party may designate any part of the Secured Obligations to be satisfied by the retention of particular Collateral which the Secured Party considers to have a net realizable value approximating the amount of the designated part of the Secured Obligations, in which case only the designated part of the Secured Obligations shall be deemed to be satisfied by the retention of the particular Collateral.

#### **6.7 Limitation of Liability**

Subject to applicable law, the Secured Party and any Receiver shall not be liable or accountable for any failure of the Secured Party or any Receiver to seize, collect, realize, dispose of, enforce or otherwise deal with any Collateral nor shall any of them be bound to institute proceedings for any such purposes or for the purpose of preserving any rights of the Secured Party, the Company or any other person in respect of any Collateral. None of the Secured Party or any Receiver shall be liable or responsible for any loss and expense whatever which may accrue in consequence of any such failure, except to the extent of any losses and expenses that are determined by a final judgment binding on such Secured Party or Receiver to have directly resulted from the gross negligence or wilful misconduct of such Secured Party or Receiver. If any Receiver or the Secured Party takes possession of any Collateral, none of the Secured Party or any Receiver shall have any liability as a mortgagee in possession or be accountable for anything except actual receipts.

#### **6.8 Extensions of Time**

The Secured Party and any Receiver may grant renewals, extensions of time and other indulgences, take and give up Liens, accept compositions, grant releases and discharges, perfect or fail to perfect any Liens, release any Collateral to third parties and otherwise deal or

fail to deal with the Company, debtors of the Company, guarantors, sureties and others and with any Collateral and other Liens as the Secured Party may see fit, all without prejudice to the liability of the Company to the Secured Party or the rights of the Secured Party and any Receiver under this Agreement.

#### **6.9 Set-Off, Combination of Accounts and Crossclaims**

The Secured Obligations will be paid by the Company without regard to any equities between the Company and the Secured Party or any Receiver or any right of set-off or cross-claim. Any indebtedness owing by the Secured Party or any Receiver to the Company, direct or indirect, extended or renewed, actual or contingent, mutual or not, may be set off or applied against, or combined with, the Secured Obligations by the Secured Party or any Receiver, at any time either before or after maturity, without demand upon or notice to anyone and the terms of such indebtedness shall be changed hereby to the extent necessary to permit such set-off, application and combination.

#### **6.10 Deficiency**

If the proceeds of the realization of any Collateral are insufficient to repay all liquidated Secured Obligations, the Company shall forthwith pay or cause to be paid to the Secured Party such deficiency.

#### **6.11 Validity of Sale**

No person dealing with the Secured Party or any Receiver or with any representative of the Secured Party or any Receiver shall be concerned to inquire whether the Security has become enforceable, whether any right of the Secured Party or any Receiver has become exercisable, whether any Secured Obligations remain outstanding or otherwise as to the propriety or regularity of any dealing by the Secured Party or any Receiver with any Collateral or to see to the application of any money paid to the Secured Party or any Receiver, and in the absence of fraud on the part of such person such dealings shall be deemed, as regards such person, to be within the rights hereby conferred and to be valid and effective accordingly.

#### **6.12 Secured Party and Receiver Not Obligated to Preserve Third Party Interests**

To the extent that any Collateral constitutes an Instrument or Chattel Paper, neither the Secured Party nor any Receiver shall be obliged to take any steps to preserve rights against prior parties in respect of any such Instrument or Chattel Paper.

#### **6.13 No Marshalling**

The Company hereby waives any rights it may have under applicable law to assert the doctrine of marshalling or to otherwise require the Secured Party or any Receiver to marshal any Collateral or any other collateral of the Company or any other person for the benefit of the Company.

#### **6.14 Secured Party or Receiver may Perform**

If the Company fails to perform any Secured Obligations, without limiting any other provision hereof, the Secured Party or any Receiver may perform those Secured Obligations as attorney for the Company in accordance with Section 4.5. The Company shall remain liable under each Restricted Right and each agreement and Licence to which it is party or by which it or any of its property is bound and shall perform all of its obligations thereunder, and shall not be released from any of its obligations under any such Restricted Right, agreement or Licence by the exercise of any rights by the Secured Party or any Receiver. Neither the Secured Party nor any Receiver shall have any obligation under any such Restricted Right, agreement or Licence, by reason of this Agreement, nor shall the Secured Party or any Receiver be obliged to perform any of the obligations of the Company thereunder or to take any action to collect or enforce any claim made subject to the security of this Agreement. The rights conferred on the Secured Party and any Receiver under this Agreement are for the purpose of protecting the Security in the Collateral and shall not impose any obligation upon the Secured Party or any Receiver to exercise any such rights.

#### **6.15 Effect of Appointment of Receiver**

As soon as the Secured Party takes possession of any Collateral or appoints a Receiver over any Collateral, all rights of each of the representatives of the Company with respect to that Collateral shall cease, unless specifically continued by the written consent of the Secured Party or the Receiver.

#### **6.16 Rights in Addition**

The rights conferred by this Article 6 are in addition to, and not in substitution for, any other rights the Secured Party or any Receiver may have under this Agreement, at law, in equity or by or under applicable law or the Senior Note or other agreement. The Secured Party may proceed by way of any proceeding at law or in equity, including (a) the right to take proceedings in any court of competent jurisdiction for the sale or foreclosure of the Collateral and (b) filing proofs of claim and other documentation to establish the claims of any the Secured Party or any Receiver in any proceeding relating to the Company. No right of the Secured Party or any Receiver shall be exclusive of or dependent on any other. Any such right may be exercised separately or in combination, and at any time. The exercise by the Secured Party or any Receiver of any right hereunder does not preclude the Secured Party or any Receiver from further exercise of such right in accordance with this Agreement.

#### **6.17 Application of Payments Against Secured Obligations**

Each Recovery received by the Secured Party shall, notwithstanding any appropriation by the Company, be appropriated by the Secured Party against such Secured Obligations as the Secured Party shall direct, and the Secured Party shall have the right to change any appropriation at any time. If any Recovery is received or appropriated by the Secured Party in respect of Secured Obligations not yet due, they shall be credited to a cash collateral account opened by the Secured Party for such purpose in its own records of account, as the Secured Party

may in its discretion decide, and appropriated to the Secured Obligations when due or be otherwise dealt with in accordance with the terms of the Senior Note.

## **ARTICLE 7 GENERAL**

### **7.1 Security in Addition**

The Security does not replace or otherwise affect any existing or future Lien held by the Secured Party or any Receiver. Neither the taking of any proceeding, judicial or extra-judicial, nor the refraining from so doing, nor any dealing with any other security for any Secured Obligations shall release or affect the Security. Neither the taking of any proceeding, judicial or extra-judicial, pursuant to this Agreement, nor the refraining from so doing, nor any dealing with any Collateral shall release or affect any of the other Liens held by the Secured Party or any Receiver for the payment or performance of the Secured Obligations.

### **7.2 No Merger**

This Agreement shall not operate by way of a merger of the Secured Obligations or of any guarantee, agreement or document by which the Secured Obligations now or at any time hereafter may be represented or evidenced. Neither the taking of any judgment nor the exercise of any power of seizure or disposition shall extinguish the liability of the Company to pay and perform the Secured Obligations nor shall the acceptance of any payment or alternate security constitute or create any novation. No covenant, representation or warranty of the Company herein shall merge in any judgment.

### **7.3 Notices**

Any notice, demand, consent, approval or other communication to be made or given under or in connection with this Agreement shall be in writing and shall be furnished to the parties at the addresses listed below their signatures hereunder. Notices shall be deemed to have been duly given if delivered personally, by email, mailed by registered mail, prepaid, return receipt requested or delivered by prepaid reputable overnight courier service with tracking information. Any such notice shall be deemed to be received when delivered personally, receipted, delivery confirmation received, or transmitted by email on a business day unless such transmission is received after 4:00 p.m., Toronto time, in which case it shall be deemed to have been received the following business day, as the case may be.

### **7.4 Governing Law**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Ontario, including the federal laws of Canada applicable therein, but excluding choice of law rules.

### **7.5 Security Effective Immediately**

Neither the issuance nor registration of, nor any filings with respect to, this Agreement, nor any partial advance or extension of credit by the Secured Party, shall bind the

Secured Party to advance any amounts, grant any credit or supply any financial services to the Company, but the Security shall take effect forthwith upon the execution and delivery of this Agreement by the Company to the Secured Party.

#### **7.6 Entire Agreement**

There are no representations, warranties, covenants, agreements or acknowledgments whether direct or collateral, express or implied, that form part of or affect this Agreement or any Collateral, other than as expressed herein. The execution of this Agreement has not been induced by, nor does the Company rely upon or regard as material, any representations, warranties, conditions, other agreements or acknowledgments not expressly made in this Agreement and any other written agreement or other document to be delivered pursuant hereto or contemporaneously herewith.

#### **7.7 Provisions Reasonable**

The Company acknowledges that the provisions of this Agreement and, in particular, those respecting rights of the Secured Party or any Receiver against the Company, its assets and any Collateral upon an Event of Default, are commercially reasonable and not manifestly unreasonable.

#### **7.8 Successors and Assigns**

This Agreement and the rights and obligations of the Secured Party hereunder may be assigned and transferred by the Secured Party to any permitted assignee and transferee of the Senior Note and any such assignee and transferee shall be entitled to all of the rights and bound by all of the obligations of the Secured Party hereunder. The Company may not assign this Agreement or any right or obligation hereunder. This Agreement shall enure to the benefit of the Secured Party and its successors and assigns and shall be binding upon the Company, its legal representatives (including receivers) and its successors. Each reference in this Agreement to any person (including the Company and any Secured Party or any Receiver) shall (to the extent the context so admits) be construed so as to include the successors of that person and (in the case of the Secured Party or any Receiver) the assigns of that person as permitted by the terms of the Senior Note.

#### **7.9 Amalgamation**

The Company acknowledges and agrees that, in the event the Company amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the term "Company" when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security granted by the Company hereby (a) shall extend to Collateral and other assets owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any Collateral and other assets thereafter owned or acquired by the amalgamated corporation and (b) shall secure all Secured Obligations of each of the amalgamating corporations and the amalgamated corporation to the Secured Party and any Receiver at the time of amalgamation and all Secured Obligations of the amalgamated corporation to the Secured Party and any Receiver thereafter arising. The Security shall attach to all Collateral and other assets owned by each corporation amalgamating

with the Company, and shall attach to all Collateral and other assets thereafter owned or acquired by the amalgamated corporation when such Collateral or other assets becomes owned or is acquired.

#### **7.10 Statutory Waivers**

To the fullest extent permitted by applicable law, the Company waives all of the rights, benefits and protections given by the provisions of any existing or future statute which imposes limitations upon the rights of a secured party or upon the methods of realization of security, including any seize or sue or anti-deficiency statute or any similar provisions of any other statute. In particular, the Company agrees that *The Limitation of Civil Rights Act* of the Province of Saskatchewan shall not apply to this Agreement or any of the rights of any of the Secured Party or any Receiver hereunder.

#### **7.11 Land Registration**

- (a) Covenants 1.v and 1.vi deemed to be included in a charge by subsection 7(1) of the *Land Registration Reform Act* (Ontario) are expressly excluded.
- (b) Covenant 1.vii deemed to be included in a charge by subsection 7(1) of the *Land Registration Reform Act* (Ontario) is expressly varied by providing that the Company or its successors and assigns will, before and after event of default, execute such assurances of the property herein described and do such other acts, at the Company's expense, as may be reasonably required by the Secured Party.
- (c) Where a conflict exists between the terms of this Agreement and the Standard Charge Terms number referred to in any Charge/Mortgage of Land to which this Agreement may be annexed as a schedule for the purpose of registration in any Land Registry Office, which terms are filed as such number in such Land Registry Office, the terms of this Agreement shall prevail.

#### **7.12 Currency Conversion**

If the Secured Party receives any Recovery in a currency (the "**Recovered Amount**") which is different than the currency in which any Secured Obligation is expressed (the "**Contract Currency**"), the Secured Party may convert the Recovered Amount to the Contract Currency at the rate of exchange which the Secured Party is able, acting in a reasonable manner and in good faith, to purchase the relevant amount of the Contract Currency. The amount of the Contract Currency resulting from any such conversion shall then be applied in accordance with the provisions of Section 6.17.

#### **7.13 Reinstatement**

This Agreement and the Security shall remain in full force and effect and continue to be effective should an Insolvency Event in respect of the Company occur, and shall continue to be effective or be reinstated, as the case may be, if at any time payment of any Secured Obligation (a "**Challenged Payment**") is, pursuant to any Insolvency Law, Fraudulent Conveyance Law or other applicable law or any order of any applicable court, rescinded or

reduced in amount, or must otherwise be restored or returned by the Secured Party or any Receiver, whether as a “voidable preference”, “fraudulent conveyance” or otherwise, all as though such Challenged Payment had not been made. In the event that any Challenged Payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and any Security which shall have been released or discharged in reliance upon such Challenged Payment having been made shall also be reinstated *nunc pro tunc*.

#### **7.14 Limitation Period**

The Company agrees with the Secured Party to vary the limitation period under the *Limitations Act, 2002* (Ontario), other than one established by Section 15 of that Act, applicable to each Loan Document to which it is party and any claim thereunder to six (6) years.

#### **7.15 Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by a final judgment of a court of competent jurisdiction binding upon the parties hereto, to the fullest extent permitted by applicable law, (a) in such jurisdiction that provision shall be deemed to be severed herefrom and the remaining provisions of this Agreement shall not be affected thereby but shall remain valid and enforceable and (b) such invalidity or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction. The Company shall, at the request of the Secured Party, negotiate in good faith with the Secured Party to replace any invalid or unenforceable provision contained in this Agreement with a valid and enforceable provision that has the economic and commercial effect as close as possible to that of the invalid or unenforceable provisions, to the extent permitted by applicable law.

#### **7.16 Changes**

No agreement purporting to change (other than an agreement purporting to waive performance or compliance with) any provision of this Agreement shall be binding upon the Company or the Secured Party unless that agreement is in writing and signed by the Company and the Secured Party. No waiver of performance or compliance with any provision hereof shall be binding upon any party hereto unless such waiver is in writing signed by each party sought to be bound thereby.

#### **7.17 Receipt of Copy**

The Company acknowledges receipt of a copy of this Agreement and copies of the verification statements pertaining to the financing statements filed under each applicable PPSA by the Secured Party in respect of this Agreement. To the extent permitted by applicable law, the Company irrevocably waives the right to receive a copy of each financing statement or financing change statement (or any verification statement pertaining thereto) filed under each PPSA by the Secured Party in respect of this Agreement or any other security agreement, and releases any and all claims or causes of action it may have against the Secured Party for failure to provide any such copy.

## **7.18 Information**

At any time the Secured Party may provide to any person that claims an interest in Collateral copies of this Agreement or information about it or about the Collateral or the Secured Obligations.

## **7.19 Execution**

7.19.1 *Uniform Electronic Commerce Act.* The words “execution”, “signed”, “signature” and words of like import in this Agreement or any document delivered pursuant hereto shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any law, including Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario) and other similar federal or provincial laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada or its Uniform Electronic Evidence Act as the case may be. Each party hereto agrees that each such electronic or digital image of this Agreement or other document delivered pursuant hereto shall constitute an authoritative copy thereof and shall be binding on it (if it is party thereto) and shall be admissible in any legal, administrative or other proceeding having the same force and effect as an original authentic copy thereof.

7.19.2 *Integration: Effectiveness.* This Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it has been executed by the Secured Party has received a copy hereof executed and delivered by the Company. Delivery of an executed copy of this Agreement by telecopy or by sending a scanned pdf or electronic document copy by electronic mail shall be effective as delivery of an original manually executed counterpart of this Agreement.


7.19.3 *Electronic Execution of Agreements.* This Agreement or other document delivered pursuant hereto may be signed by way of associating or otherwise appending an electronic signature or other facsimile signature of the applicable signatory and the words “execution”, “signed”, “signature”, and words of like import in this Agreement or other document delivered pursuant hereto shall be deemed to include electronic signatures or other facsimile signature, each of which shall be of the same legal effect, validity or enforceability as an original manually executed signature.

7.19.4 *Electronic Imaging.* Each party hereto agrees that, at any time, the Secured Party may convert paper records of this Agreement, or other document delivered pursuant hereto and all other documentation delivered to the Secured Party hereunder (each, a “**Paper Record**”) into electronic images (each, an “**Electronic Image**”) as part of the Secured Party’s normal business practices. The Company agrees that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the Company and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

*[Remainder of page intentionally left blank.]*

**TO WITNESS THIS AGREEMENT**, the Company has caused this Agreement to be duly executed as of the date set out at the commencement hereof.

**SYNAPTIVE MEDICAL INC.**

By:  \_\_\_\_\_  
Name: Cameron Piron  
Title: President

## SCHEDULE 1.1

### DEFINITIONS

#### 1.1 Extended Meanings

To the extent the context so admits, in this Agreement the following terms and expressions shall be given the following corresponding extended meanings:

“**Accounts**” means all accounts including rights to receive royalties or licence fees, which are now owned by or are due, owing or accruing due to the Company or which may hereafter be owned by or become due, owing or accruing due to the Company or in which the Company now or hereafter has any other rights, including all debts (including judgment debts), claims (including claims for damages) and demands of any kind whatever, claims against the Crown and claims under insurance policies, and (as the context so admits) any item or part thereof.

“**Business Day**” means a day which is not a Saturday or Sunday on which banks are generally open for commercial lending and foreign exchange business in Toronto, Ontario.

“**Chattel Paper**” means all chattel paper in which the Company now or hereafter has rights, and (as the context so admits) any item or part thereof.

“**Collateral**” means all of the property and other items made subject to the Liens created under Section 2.1, wherever located, now or hereafter owned by the Company or in or to which the Company now or hereafter has rights, including all such rights, and (as the context so admits) any item or part thereof.

“**Company**” is defined at the commencement of this Agreement.

“**Default Rate**” means ten percent (10%) per annum.

“**Documents of Title**” means all documents of title, whether negotiable or non-negotiable, including all warehouse receipts and bills of lading, in which the Company now or hereafter has rights, and (as the context so admits) any item or part thereof.

“**Equipment**” means all goods in which the Company now or hereafter has rights, other than Inventory or consumer goods, and (as the context so admits) any item or part thereof.

“**Event of Default**” means an Event of Default as defined in the Senior Note.

“**Fraudulent Conveyances Law**” means the *Assignment and Preferences Act* (Ontario), the *Fraudulent Conveyances Act* (Ontario), sections 95 and 96 of the *Bankruptcy and Insolvency Act* (Canada), or any other like, equivalent or analogous legislation of any jurisdiction, domestic or foreign.

“**Insolvency Event**” means (i) the Company does not pay or perform its obligations generally as they become due or admits its inability to pay or perform its debts generally, (ii) the Company commits an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act*

(Canada), (iii) any Insolvency Proceeding is instituted by or against the Company (excluding any Insolvency Proceeding being contested by that person in good faith by appropriate proceedings so long as enforcement remains stayed, none of the relief sought is granted (either on an interim or permanent basis) and such Insolvency Proceeding is dismissed within 45 days of its commencement) or (iv) the Company takes corporate, partnership or other internal management action to authorize or consent to the relief sought in any Insolvency Proceeding commenced by or against it.

**“Insolvency Law”** means the *Bankruptcy and Insolvency Act* (Canada), the *Companies’ Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada) or any other like, equivalent or analogous legislation of any jurisdiction, domestic or foreign and any corporations statute under which a corporation may propose a reorganization, compromise or arrangement with respect to its creditors or any class or the claims of any class of creditors of the corporation.

**“Insolvency Proceeding”** means any proceeding contemplated by any application, petition, assignment, filing of notice or other means, whether voluntary or involuntary, under any Insolvency Law seeking any moratorium, reorganization, adjustment, composition, proposal, compromise, arrangement, administration or other like or similar relief in respect of any or all of the obligations of the Company, seeking the winding up, liquidation or dissolution of the Company or all or any part of its property, seeking any judgment or order declaring, finding or adjudging that person insolvent or bankrupt, seeking the appointment (provisional, interim or permanent) of any receiver or resulting, by operation of law, in the bankruptcy of the Company.

**“Instruments”** means all letters of credit, advices of credit and all other instruments in which the Company now or hereafter has rights, and (as the context so admits) any item or part thereof.

**“Intangibles”** means all intangibles, all IP Licences and all authorizations of whatever kind in which the Company now or hereafter has rights, including all of the Company’s choses in action, contractual rights, goodwill and Intellectual Property, and (as the context so admits) any item or part thereof.

**“Intellectual Property”** means present and future intellectual property and all rights therein or associated therewith, however arising, in any jurisdiction worldwide, in which the Company now or hereafter has rights including: trade secrets, know-how, discoveries, business and technical and other information, know-how, methodologies, strategies, processes, databases, data collections and other confidential or proprietary information, including methods, techniques, ideas, research and development, specifications, layouts, designs, formulae, algorithms, compositions, industrial and other models, designs, architectures, plans, diagrams, flow charts, proposals, protocols, technical and other data, financial, business and marketing plans and proposals, customer and supplier lists, and price and cost information; trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans, social media handles and other source or business identifiers (and all translations, adaptations, derivations and combinations of the foregoing), and the goodwill of the business relating thereto and all registrations or applications for registrations therefor; works of authorship (whether or not copyrightable), copyrights and copyright registrations and copyright registration applications and all tangible and intangible property embodied therein; inventions (whether or not patentable,

and whether or not reduced to practice) and improvements thereto; issued patents (including all reissuances, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions and counterparts thereof), patent applications, patent disclosures, and any other patent or other similar rights; industrial design applications and registered industrial designs; books, records, and writings; web pages, websites and related content, and uniform resource locators (URLs); software programs in all forms of expression, including computer programs, operating systems, applications, routines, interfaces, algorithms, firmware, tools, applets, and all other computer instructions, code, and languages, whether in source code, object code, assembly language, compiler language, or machine code, including all error corrections, updates, upgrades, enhancements, translations, modifications, adaptations, and derivative works thereof, and other changes or functionality additions thereto, and any and all electronic data and electronic collections of data, and all documentation (including technical specifications and summaries, functional specifications, schematics, user or designer manuals or guides, training materials, designs and design documents, flow charts, logic diagrams, and white papers) related to any of the foregoing; all copies and physical manifestations, embodiments or incorporations of any of the foregoing (in whatever form or medium); all license agreements related to any of the foregoing and income therefrom; and all other intellectual property and rights therein, including the right to sue and recover monetary damages for all past, present and future infringements of any of the foregoing and all other common law and other rights throughout the world in and to all of the foregoing.

**“Inventory”** means all inventory of whatever kind in which the Company now or hereafter has rights, including all goods, wares, merchandise, materials, supplies, raw materials, goods in process, finished goods and other tangible personal property, including all goods, wares, materials and merchandise used or procured for packing or storing thereof, now or hereafter held for sale, lease, resale or exchange or that are to be furnished or have been furnished under a contract of service or that are used or consumed in the business of the Company, and (as the context so admits) any item or part thereof.

**“Investment Property”** means all investment property in which the Company now or hereafter has rights, and (as the context so admits) any item or part thereof.

**“IP Licence”** means any licence agreement pursuant to which the Company is granted a right to use Intellectual Property or the Company grants a right to use Intellectual Property.

**“Licence”** means (i) any authorization from any governmental authority having jurisdiction with respect to the Company or its property, (ii) any authorization from any person granting any easement or licence with respect to any real or immovable property and (iii) any IP Licence.

**“Lien”** means (i) any right of set-off intended to secure the payment or performance of an obligation, (ii) any interest in property created by way of mortgage, pledge, charge, lien, assignment by way of security, hypothecation, security interest, hire purchase agreement, conditional sale agreement, deposit arrangement, title retention, capital lease, sale-lease-back transaction, or discount, factoring or securitization arrangement on recourse terms, (iii) any statutory deemed trust or lien, (iv) any preference, priority, adverse claim, levy, execution, seizure, attachment, garnishment or other encumbrance which binds property and (v) any

agreement to grant any of the foregoing rights or interests described in Clauses (i) to (iv) of this definition.

“**Money**” means all money in which the Company now or hereafter has rights, and (as the context so admits) any item or part thereof.

“**Permitted Liens**” means:

(a) statutory deemed trusts or liens securing claims that are not delinquent for unpaid wages (including claims by employees for unpaid wages and other amounts payable under the *Wage Earner Protection Program Act* (Canada)), vacation pay, worker’s compensation, unemployment insurance premiums, pension plan contributions or wind-up or solvency deficiency, employee or non-resident withholding tax source deductions, realty taxes (including utility charges and business taxes which are collectable like realty taxes), unremitted goods and services or harmonized sales taxes, provincial sales taxes, customs duties or similar statutory obligations secured by a Lien on the Company’s assets;

(b) Liens for assessments or governmental charges or levies which are paid before they become delinquent or, if overdue, the validity or amount of which is being contested in good faith by appropriate proceedings and in respect of which adequate steps have been taken (which may include cash being paid to or pledged with the relevant governmental authority) to prevent penalties from being imposed, interest from accruing and the commencement or continuation of enforcement proceedings and adequate reserves in accordance with generally accepted accounting principles have been recorded on the Company’s balance sheet;

(c) construction, mechanics’, carriers’, warehousemen’s, storage, repairers’ and materialmen’s Liens; provided that the obligations secured by such liens are paid before they are delinquent and no Lien has been registered against any of its assets or if a Lien has been registered, same is being diligently defended in good faith by appropriate proceedings and appropriate steps have been taken to prevent any disposal of such assets;

(d) Liens arising from court or arbitral proceedings; provided that the claims secured thereby are being contested in good faith by appropriate proceedings by it, execution thereon has been stayed and continues to be stayed and such Liens do not, in the aggregate, detract from the value of any asset of the Company or impair the use thereof in the conduct of business of the Company, other than in a manner that is immaterial;

(e) deposits of cash securities in connection with any appeal, review or contestation of any security or lien, or any matter giving rise to any security or lien, described in paragraph (d) above;

(f) any pledge of cash by it to any insurer, guarantor, third party contractor, public utility or governmental authority made in the ordinary course of business to secure the performance of bids, tenders, contracts (other than contracts of borrowed money), leases, customs duties and other similar obligations;

- (g) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of combination of accounts or similar rights in the ordinary course of business in relation to deposit accounts or other funds maintained with a financial institution;
- (h) purchase-money security interests over specific items of property securing amounts not exceeding \$100,000 (or Equivalent in foreign currency) in the aggregate outstanding at any time;
- (i) the Liens created by the Security; and
- (j) such other Liens securing such obligations as may be approved by the Secured Party from time to time, including any Permitted Liens as defined in the Senior Note.

**“PPSA”** means the *Personal Property Security Act* as from time to time in effect in the Province of Ontario (including the orders and regulations issued pursuant thereto); provided, however, that, in the event that, by reason of any provisions of law, any of the attachment, validity, effect, perfection or priority of the Secured Party's Security in any Collateral is governed by the Personal Property Security Act as in effect in a jurisdiction (including the orders and regulations issued pursuant thereto) other than the Province of Ontario, such terms shall mean the Personal Property Security Act as in effect in such other jurisdiction (including the orders and regulations issued pursuant thereto) for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

**“Proceeds”** means all proceeds and personal property in any form derived directly or indirectly from any Collateral or from any disposal of or other dealing with any Collateral, or that indemnifies or compensates for such Collateral stolen, lost, destroyed or damaged, and proceeds of Proceeds whether or not of the same type, class or kind as the original Proceeds, and (as the context so admits) any item or part thereof.

**“Receiver”** means any receiver for the Company, the Collateral or any of the business, undertakings, property and assets of the Company appointed by the Secured Party pursuant to this Agreement or by a court of competent jurisdiction upon application by the Secured Party.

**“Records”** means all books, accounts, invoices, letters, papers, security certificates, documents and other records in any form evidencing or relating in any way to any item or part of the Collateral and all agreements, Licences and other rights and benefits in respect thereof, and (as the context so admits) any item or part thereof.

**“Recovery”** means any monies received or recovered by the Secured Party pursuant to this Agreement on account of the Secured Obligations, whether pursuant to any enforcement of the Security, any proceeding, any settlement thereof or otherwise.

**“Related Rights”** is used as defined in Subsection 2.12(a).

**“Replacements”** means all increases, additions and accessions to, and all substitutions for and replacements of, any item or part of the Collateral, and (as the context so admits) any item or part thereof.

“**Required Approvals**” is used as defined in Subsection 2.12(a).

“**Restricted Right**” is used as defined in Subsection 2.12(a).

“**Secured Obligations**” of the Company means the obligations of the Company to the Secured Party and any Receiver under this Agreement and the Senior Note, and (as the context so admits) each and any item or part thereof

“**Secured Party**” is defined at the commencement of this Agreement.

“**Securities**” means all shares, stock, warrants, bonds, debentures, debenture stock, bills, notes and other securities in which the Company now or hereafter has rights, and (as the context so admits) any item or part thereof.

“**Security**” means the Liens created by this Agreement.

“**Security Entitlement**” means all security entitlements in which the Company now or hereafter has rights, and (as the context so admits) any item or part thereof.

“**Senior Note**” means the 8% Senior Secured Note dated as of June 26, 2025 issued in favour of the Secured Party (as amended, restated, supplemented or otherwise modified from time to time).

“**STA**” means the *Securities Transfer Act* (Ontario).

“**Subsidiary Securities**” means securities representing capital tock in a subsidiary of the Company and in which the Company now or hereafter has rights, and (as the context so admits) any item or part thereof.

“**Unlimited Company**” means any unlimited company, unlimited liability company or unlimited liability corporation incorporated or otherwise constituted under the laws of the Province of Alberta, British Columbia, Prince Edward Island or Nova Scotia or any similar body corporate formed under the laws of any other jurisdiction whose members may at any time become responsible for any of the obligations of that body corporate.

“**Unlimited Liability Shares**” in relation to the Company means member or shareholder interests in an Unlimited Company in which the Company now or hereafter has rights, and (as the context so admits) any item or part thereof.

## **1.2 Extended Meanings**

To the extent the context so admits, in this Agreement the following words and expressions shall be given the following corresponding extended meanings:

an “**agreement**” – any agreement, oral or written, any simple contract, deed or specialty, and includes any bond, bill of exchange, indenture, instrument or undertaking.

an “**asset**” – any undertaking, business, property (real, personal or mixed, tangible or intangible) or other asset.

an “**authorization**” – any authorization, approval, consent, exemption, licence, permit, franchise, quota, privilege or no-action letter from any governmental authority or from any person in connection with any easements or contractual rights.

“**cash**” – Canadian Dollars, US Dollars or Canadian Dollar or US Dollar funds credited to an account of a deposit-taking institution or securities intermediary.

“**change**” – change, modify, alter, amend, amend and restate, supplement, extend, renew, compromise, novate, replace, terminate, release, discharge, cancel, suspend or waive.

“**claim**” – claim, claim over, counter-claim, cross-claim, defence, demand or liability (actual or contingent, now existing or arising hereafter), whether arising by agreement or statute, at law or in equity or otherwise, or any proceeding, judgment or order of any court or other governmental authority or arbitrator.

“**dispose**” – lease, sell, transfer, licence or otherwise dispose of any property, or the commercial benefits of use or ownership of any property, including the right to profit or gain therefrom, whether in a single transaction or in a series of related transactions (other than the payment of money).

a “**document**” – a written agreement, consent, waiver, certificate, notice or other written document or instrument or electronic document.

a “**final judgment**” – a judgment, order, declaration or award of a court, other governmental authority, arbitrator or other alternative dispute resolution authority of competent jurisdiction from which no appeal may be made or from which all rights of appeal (i) have expired without the appeal having being perfected or (ii) been exhausted.

a “**government**” – (i) the Crown in right of Canada or in the right of any Province of Canada, (ii) the government of a Territory in Canada, (iii) a municipality in Canada or (iv) the government of a foreign country or any political subdivision of it.

a “**governmental authority**” – (i) any domestic or foreign government, including any federal, provincial, state, territorial or municipal government and any executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government or any person, body, department, bureau, agency, court, board, tribunal, commission, commission branch or office thereof or having or claiming to have jurisdiction over any relevant person or any of their respective assets (including stock exchanges, stock markets and securities commissions), (ii) any quasi-governmental or private body exercising any regulatory,

expropriation or taxing authority under or for the account of any of the above; or (iii) any self-regulatory organization.

**“guarantee”** – any guarantee, indemnity, letter of comfort or other assurance made in respect of any indebtedness, other obligation or financial condition of another, including (i) any purchase or repurchase agreement, (ii) any obligation to supply funds or invest in such other, (iii) any keep-well, take-or-pay, through-put or other arrangement having the effect of assuring or holding harmless another against financial loss, or maintaining another’s solvency or financial viability or (iv) any obligation under any credit derivative; but shall exclude endorsements on notes, bills and cheques presented to financial institutions for collection or deposit in the ordinary course of business.

**“include”** – include without limitation and such term shall not be construed to limit any word or statement which it follows to the specific items or matters immediately following it or similar terms or matters (and the rule of *ejusdem generis* shall not be applicable to limit a general statement that is followed by or referable to an enumeration of specific matters to matters similar to the matters specifically mentioned).

**“knowledge”** of any person – to the best of that person’s knowledge, information and belief after reasonable enquiry.

**“losses and expenses”** – losses, costs, expenses, damages, penalties, awards, orders or claims, including any applicable court costs and legal fees and disbursements on a full indemnity basis.

**“obligations”** – indebtedness, obligations, promises, covenants, responsibilities, duties and liabilities (actual or contingent, direct or indirect, matured or unmatured, now existing or arising hereafter), whether arising by agreement or statute, at law, in equity or otherwise.

**“order”** – any order, directive, direction or request of any governmental authority, arbitrator or other decision-making authority of competent jurisdiction, whether or not having the force of law.

**“ordinary course of business”** in respect of any transaction involving any person – the ordinary course of such person’s business, as conducted by any such person in accordance and consistent with past practice and undertaken by such person in good faith and not for purposes of evading any obligation or restriction contained in this Agreement.

**“paid in full”** in relation to any payment obligation owing to any person (the “creditor”) – permanent, indefeasible and irrevocable payment in cash (or other freely available funds transfer as may be expressly provided for in the applicable document creating or evidencing such payment obligation) to the applicable creditor in full of such payment obligation in accordance with the express provisions of the applicable document creating or evidencing such payment

obligation, without regard to any compromise, reduction or disallowance of all or any item or part thereof by virtue of the application of any Insolvency Law, Fraudulent Conveyance Law or other similar such laws, any law affecting creditors' rights generally or general principles of equity, and, if applicable, the cancellation or expiry of any commitment of the creditor to lend or otherwise extend credit.

“**pdf**” – portable document format.

a “**person**” – an individual, including an individual in his or her capacity as trustee, executor, administrator or other representative, a sole proprietorship, a partnership, an unincorporated association, an unincorporated syndicate, an unincorporated organization, a trust, including a business trust, a body corporate organized under the laws of any jurisdiction, a government or agency of a government or any other legal or commercial entity.

a “**proceeding**” – any proceeding, legal action, lawsuit, arbitration, mediation, alternative dispute resolution proceeding or other proceeding.

a “**receiver**” – a privately appointed or court appointed receiver or receiver and manager, interim receiver, liquidator, licenced insolvency trustee, administrator, administrative receiver and any other like or similar official.

“**register**” – register, file or record with an applicable governmental authority.

a “**representative**” – any person empowered to act for another, including an agent, an officer or other employee of a body corporate or association and a trustee, executor or administrator of an estate.

“**rights**” – rights, rights to transfer, titles, benefits, interests, powers, authorities, discretions, privileges, immunities and remedies (actual or contingent, direct or indirect, matured or unmatured, now existing or arising hereafter), whether arising by agreement or statute, at law, in equity or otherwise.

“**set-off**” – any right or obligation of set-off, compensation, offset, combination of accounts, netting, retention, withholding, reduction, deduction, counter-claim or any similar right or obligation, or (as the context requires) any exercise of any such right or performance of such obligation.

“**successor**” of a person (the “**relevant party**”) – (i) any amalgamated or other body corporate of which the relevant party or any of its successors is one of the amalgamating or merging body corporates, (ii) any person resulting from any court approved arrangement of which the relevant party or any of its successors is party, (iii) any person to whom all or substantially all the assets of the relevant party is transferred, (iv) any body corporate resulting from the continuance of the relevant party or any successor of it under the laws of another jurisdiction of incorporation and (v) any successor (determined as aforesaid or in any similar or comparable procedure under the laws of any other jurisdiction) of any person

referred to in Clause (i), (ii), (iii) or (iv) of this definition. Each reference in this Agreement to any party hereto or any other person shall (where the context so admits) include its successors.

**“written”** and **“in writing”** – an original writing, an electronic document, a pdf or facsimile copy of a writing or an e-mail.

**SCHEDULE 3.1**

**LOCATIONS OF REGISTERED OFFICE, CHIEF EXECUTIVE OFFICE,  
PRINCIPAL PLACE OF RESIDENCE, PLACES OF BUSINESS,  
RECORDS AND COLLATERAL**

<b>Jurisdiction of Formation:</b>	<b>Ontario</b>
<b>Registered Office:</b>	5055 Satellite Dr. Unit 1 Mississauga, Ontario L4W 5K7
<b>Chief Executive Office:</b>	5055 Satellite Dr. Unit 1 Mississauga, Ontario L4W 5K7
<b>Places of Business:</b>	5055 Satellite Dr. Unit 1 Mississauga, Ontario L4W 5K7  15875 Robin's Hill Road Unit 3 London, ON N5V 0A5  555 Richmond Street West, Suites 100 and 709 Toronto, ON M5V 3B1
<b>Locations of Records:</b>	5055 Satellite Dr. Unit 1 Mississauga, Ontario L4W 5K7
<b>Locations of Tangible Collateral:</b>	5055 Satellite Dr. Unit 1 Mississauga, Ontario L4W 5K7  15875 Robin's Hill Road Unit 3 London, ON N5V 0A5  555 Richmond Street West, Suites 100 and 709 Toronto, ON M5V 3B1

	<p><b>Temporary or Ongoing Storage Locations:</b></p> <p><i>International:</i></p> <ul style="list-style-type: none"><li>• Bangkok Unitrade Co. Ltd., 1266 Srinagarindra Rd. San Luang, Bangkok, 10250 Thailand – Older Modus V Standalone System (demo)</li><li>• Erasmus MC Logistiek Centrum Westzeedijk 353 3015 AA Rotterdam - Modus V Standalone System (production)</li><li>• Tokyo Freight Services W.L.L, Manateq Logistics Park A, Bld. 266 St. 53, Zone 92, Wukair Raod 2, Al Wakrah, Qatar - Modus V Standalone System (production)</li></ul> <p><i>USA &amp; Canada:</i></p> <ul style="list-style-type: none"><li>• Radiant Global Logistics – DCA, 5655-D General Washington Drive, Alexandria, VA, USA 22312 – short term storage for clinical eval and demo units. (2 Modus X systems)</li><li>• Apple Express, 5400 Explorer Drive, Mississauga, ON, L4W 5H8 – storage of Synaptive property while moving between locations, will have 3 MRI system being remove from 555 Richmond Street, West, Toronto, ON by end of July.</li><li>• Apple Express (sister company) Landmark Global, 105 French Road, Cheektowaga, NY, USA, 14227 – Shrot term storage for items removed from our former Memphis, TN, location. (2 Modus X systems and a Modus X engineering unit)</li><li>• Pacer Warehouse 7850 Tranmere Dr, Suite #2 Mississauga, ON L5S 1L9</li></ul> <p><i>Consumables and Service Parts:</i></p> <ul style="list-style-type: none"><li>• Flash Global – 5653 Creekside Pkwy, Lockbourne, OH, USA, 43137 – warehousing of surgical consumables and service parts</li><li>• Flash Global - 206, 4th Floor, Naz Chamber, New Challi, Shahrah-e-Liaqat, Karachi. - surgical service parts</li></ul>
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**SCHEDULE 3.2**  
**LIST OF SUBSIDIARY SECURITIES**

None.

Schedule E  
**COVENANTS**

- (a) Pay all amounts, as and when due under this Note.
- (b) Strictly comply with all laws, rules and regulations relating in any way to it, its business or its property, except where failure to do so would not have a Material Adverse Effect.
- (c) Remit all taxes and all other deductions and payments required to be paid to every relevant taxing agency and authority as they become due, other than such taxes that are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, provided a reserve or other appropriate provision in conformity with GAAP and acceptable to EDC and shall have been made for such contested amounts.
- (d) Notify EDC immediately upon becoming aware of an Event of Default.
- (e) Deliver all reporting as and when required under “Reporting” in Schedule H.
- (f) Notify EDC within ten days of any change in location of Collateral or any of it, or any loss or damage to Collateral.
- (g) Notify EDC of the details of any material action, suit, inquiry, claim or proceeding pending or threatened, involving Company, a Subsidiary or any of their assets within five (5) days of Company’s or a Subsidiary’s knowledge of such action, suit, inquiry, claim or proceeding, as the case may be.
- (h) Maintain a policy or policies of insurance for risks and in amounts customary for companies in Company’s industry and reasonably satisfactory to EDC, including commercial property and general liability insurance, and shall cause such commercial property insurance to have EDC as additional named insured a lender’s loss payable endorsement in favor of EDC, and such general liability insurance to have EDC as loss payee.
- (i) Notify EDC prior to the creation of any new Subsidiary.
- (j) Company shall not make any Investment in any Subsidiaries, nor permit them to maintain a deposit or similar account with a financial institute with an amount on deposit in excess of \$50,000 at any time without the written consent of EDC.

The Company shall not do any of the following without the prior written consent of EDC:

- (k) Except for Permitted Investments, merge or amalgamate with any Person or acquire all or substantially all the capital stock or assets or business line of another Person.
- (l) Except for Permitted Distributions, redeem, repurchase, retire or pay dividends on, or make other distributions in respect of, its capital stock.
- (m) Except for Permitted Indebtedness incur Indebtedness.
- (n) Make any payment in respect of Subordinated Indebtedness, if any, other than in compliance with the applicable subordination agreement.
- (o) Except for Permitted Liens, grant, create, or suffer to exist any Lien on its property, or enter into any agreement directly or indirectly restricting the Company’s, Guarantor’s or any Subsidiary’s right to grant a security interest in all or any of their property.
- (p) Except for Permitted Investments make Investments.

- (q) Permit a Subsidiary or Bidco USA, not party to the Note Documents as a borrower or guarantor, to (i) maintain cash and other assets with an aggregate value in excess of 10% of the consolidated assets of Bidco USA, the Company and its Subsidiaries on a consolidated basis, tested on the last day of each fiscal quarter, (ii) achieve revenue, in the aggregate, in excess of 10% of consolidated revenue of Bidco USA, the Company and its Subsidiaries, on a consolidated basis, tested quarterly for the twelve month period then ended, (iii) own or license any intellectual property material to the Company's business without causing such Subsidiary or Bidco USA to enter into a joinder or guaranty of the Obligations in form satisfactory to EDC within fifteen days of EDC's request, (iv) create, incur, assume, be or remain liable for any Indebtedness, other than Permitted Indebtedness, or (v) create, incur, assume or suffer to exist any Lien in respect of any of its property, or assign or otherwise convey any right to receive income, including the sale of any Accounts except for Permitted Liens, or agree with any Person other than EDC to grant a security interest in, or otherwise encumber, any of its property.
- (r) Except for Permitted Investments, Permitted Distributions and Permitted Transfers, enter into any material transaction with any Affiliate.
- (s) Except for Permitted Transfers, sell, lease, dispose of, transfer, release, surrender or abandon possession of any Collateral.
- (t) Change its legal name or the address of its chief executive office, except upon 10 days prior written notice to EDC.
- (u) Effect a Change of Control (provided that a Change of Control constituting a Liquidation Event under which all Obligations under or in respect of this Note are paid in full in cash and fully satisfied in favour of EDC upon the closing of such Change of Control shall not require the prior written consent of EDC).
- (v) Issue equity interests that by their terms or by the terms of any security or other equity interest into which they are convertible or for which they are exchangeable, or upon the happening of any event or condition (i) mature or are redeemable by the Company or the holder, or (ii) require any scheduled payment of dividends in cash, in each case, prior to 181 days after the Maturity Date, unless (x) the holder has entered into a subordination agreement in favor of EDC in form and substance satisfactory to EDC, or (y) any payment pursuant to such equity interests is, by its terms, payable only after payment in full of the Obligations.

Schedule F  
**SUBORDINATION, INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT**

**SUBORDINATION, INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT**

THIS SUBORDINATION, INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT (this “**Agreement**”) is dated as of the 26<sup>th</sup> day of June, 2025.

**AMONG:**

**EXPORT DEVELOPMENT CANADA** (in its capacity as the holder of the Senior Note, and including its successors and assigns, the “**Senior Holder**”);

- and -

**EXPORT DEVELOPMENT CANADA**, in its capacity as collateral agent for the Subordinate Parties (including its successors or permitted assigns, the “**Subordinate Collateral Agent**”);

- and -

Each of the Persons from time to time party hereto as a Subordinate Investor;

- and -

**SYNAPTIVE MEDICAL INC.** (including its successors and permitted assigns, the “**Issuer**”).

WHEREAS the Issuer has issued a senior secured promissory note dated as of June 26, 2025 in the principal amount of \$6,000,000 at an interest rate of 8.00% *per annum* in favour of the Senior Holder (as amended, restated, supplemented or otherwise modified from time to time, the “**Senior Note**”);

AND WHEREAS the Issuer and the Senior Holder are now parties to, or may in the future become parties to, certain additional loan documentation, security documentation, security agreements, pledges, mortgages, and other instruments and agreements executed from time to time in connection with the Senior Note and any refinancing thereof (collectively, and as the same may be amended, restated or otherwise modified from time to time, with the Senior Note referred to as the “**Senior Note Documents**”) pursuant to which *inter alia*, the Issuer has granted, or will in the future grant, Liens to the Senior Holder in all of the Issuer’s present and after-acquired property and undertaking as security for the Senior Note Obligations;

AND WHEREAS the Issuer has issued or will in the future issue the Subordinate Notes to the Subordinate Investors;

AND WHEREAS the Subordinate Collateral Agent shall hold all Liens for and on behalf of the Subordinate Investors as security for the Subordinate Note Obligations;

AND WHEREAS the Issuer and the Subordinate Parties are now parties to, or may in the future become parties to, certain additional loan documentation, security documentation, security agreements, pledges, mortgages, and other instruments and agreements executed from time to

time in connection with the Subordinate Notes and any refinancing thereof (collectively, and as the same may be amended, restated or otherwise modified from time to time, with the Subordinate Notes referred to as the “**Subordinate Documents**”) pursuant to which *inter alia*, the Issuer has granted, or will in the future grant, Liens to the Subordinate Collateral Agent, on behalf of the Subordinate Investors, in all of the Issuer’s present and after-acquired property and undertaking as security for the Subordinate Note Obligations;

AND WHEREAS all debts, liabilities and other obligations of the Issuer owing to the Subordinate Parties under the Subordinate Documents are required to be postponed and subordinated in all respects in favour of the debts, liabilities and other obligations of the Issuer owing to the Senior Holder under the Senior Note Documents in accordance with the terms hereof;

NOW THEREFORE in consideration of the mutual covenants contained herein, the receipt and adequacy of which consideration is hereby acknowledged by each of the parties hereto, the parties hereby agree as follows:

1. Definitions. The following expressions used in this Agreement, including the recitals, have the following meanings:
  - (a) “**Agreement**” has the meaning given to such term in the recitals hereof.
  - (b) “**Agent Losses**” has the meaning given to such term in Section 32.
  - (c) “**Collateral**” means the present and future assets, property and undertaking of the Issuer in which one or more of the Senior Holder and Subordinate Collateral Agent, on behalf of the Subordinate Investors, have a Lien, or which from time to time will be subject to such a Lien, pursuant to the Senior Note Documents and the Subordinate Documents, respectively, including any proceeds thereof or therefrom.
  - (d) “**Distributions**” has the meaning given to such term in Section 3.
  - (e) “**Issuer**” has the meaning given to such term in the recitals hereof.
  - (f) “**Lien**” means, with respect to any asset, property or undertaking (i) any mortgage, prior claim, deed of trust, deed to secure debt, securities or account control arrangement, privilege, lien, pledge, hypothecation, assignment, assignation, debenture, encumbrance, charge, royalty of any kind or security interest in, on or of such asset, (ii) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (iii) in the case of securities, any purchase option, call, control or similar right of a third party with respect to such securities.

- (g) **"Parties"** means, collectively, the Issuer, the Senior Holder and the Subordinate Parties.
- (h) **"Payment in Full"** has the meaning given to such term in Section 5 hereof.
- (i) **"Person"** means any person, individual, sole proprietorship, partnership, joint venture, corporation, limited liability company, trust, unincorporated organization, association, institution, entity, party, including any government and any political subdivision, agency or instrumentality thereof.
- (j) **"Recovery"** has the meaning given to such term in Section 19.
- (k) **"Senior Note"** has the meaning given to such term in the recitals hereof.
- (l) **"Senior Note Documents"** has the meaning given to such term in the recitals hereof.
- (m) **"Senior Note Obligations"** means all debts, liabilities and obligations owing by the Issuer to the Senior Holder from time to time under, in connection with, or pursuant to the Senior Note Documents, including in each case and without limitation, all principal of and interest (including, without limitation, any interest accruing before, during and after any proceeding, regardless of whether allowed or allowable in such proceeding) and premium (if any) on all advances or other indebtedness issued or incurred pursuant thereto, all reimbursement obligations (if any) and interest thereon, all guarantee obligations, fees, expenses, indemnifications, reimbursements, penalties and other amounts payable from time to time pursuant to the Senior Note Documents and other documents relating thereto, in each case, whether or not allowed or allowable in any proceeding.
- (n) **"Senior Note Security"** means the Liens granted by the Issuer to the Senior Holder from time to time as security for the Senior Note Obligations.
- (o) **"Senior Holder"** has the meaning given to such term in the recitals hereof.
- (p) **"Subordinate Collateral Agent"** has the meaning given to such term in the recitals hereof.
- (q) **"Subordinate Documents"** has the meaning given to such term in the recitals hereof.
- (r) **"Subordinate Investors"** means the Persons having executed this Agreement as a "Subordinate Investor" on the date hereof, together with each other Person that joins this Agreement as a "Subordinate Investor" after the date hereof by executing a joinder substantially in form attached hereto as Schedule "A".

- (s) **“Subordinate Majority”** has the meaning given to such term in Section 29.
- (t) **“Subordinate Majority Consent”** has the meaning given to such term in Section 29.
- (u) **“Subordinate Parties”** means, collectively, the Subordinate Collateral Agent and the Subordinate Investors.
- (v) **“Subordinate Note Obligations”** means all debts, liabilities and obligations owing by the Issuer to the Subordinate Parties from time to time under, in connection with, or pursuant to the Subordinate Documents, including in each case and without limitation, all principal of and interest (including, without limitation, any interest accruing before, during and after any proceeding, regardless of whether allowed or allowable in such proceeding) and premium (if any) on all advances or other indebtedness issued or incurred pursuant thereto, all reimbursement obligations (if any) and interest thereon, all guarantee obligations, fees, expenses, indemnifications, reimbursements, penalties and other amounts payable from time to time pursuant to the Subordinate Documents and other documents relating thereto, in each case, whether or not allowed or allowable in any proceeding.
- (w) **“Subordinate Notes”** means the subordinate secured promissory notes issued by the Issuer in favour of the Subordinate Investors from time to time, as amended, restated, supplemented or otherwise modified from time to time.
- (x) **“Subordinate Security”** means the Liens granted by the Issuer to the Subordinate Collateral Agent, on behalf of the Subordinate Investors, from time to time as security for the Subordinate Note Obligations.

### **Subordination Provisions**

2. The Subordinate Parties hereby consent to the issuance of the Senior Note and the Senior Note Documents and the granting of the Senior Note Security and, subject to the Issuer and Subordinate Parties complying with and enforcing the terms of this Agreement and not taking any action inconsistent therewith and not amending or otherwise modifying any of the terms of this Agreement without the prior written consent of the Senior Holder, the Senior Holder hereby consents to the issuance of the Subordinate Notes and Subordinate Documents and the granting of the Subordinate Security.
3. Subject to Section 5, the Parties each acknowledge and agree that the Subordinate Note Obligations, as and when due and payable, whether at maturity, by acceleration or otherwise, including, but not limited to, any regularly scheduled distributions, payments (whether of principal, interest or otherwise), repayments or prepayments, in each case payable by the Issuer to a Subordinate Party in respect of the Subordinate Note Obligations (collectively, the **“Distributions”**), shall be and are hereby wholly postponed

and subordinated to the Senior Note Obligations. The Parties each acknowledge and agree that any and all Liens on any Collateral now or hereafter held by or on behalf of any Subordinate Party (or any agent, representative or trustee therefor) as security for the Subordinate Note Obligations, regardless of how acquired, whether by grant, possession, statute, operation of law, subrogation or otherwise, shall be wholly postponed and subordinated and junior in all respects to the Senior Note Security, which shall be senior in all respects.

4. If any of the Senior Note Security is claimed by a trustee in bankruptcy or other court officer, or found by a court of competent jurisdiction or governmental body, to be unenforceable, invalid, unregistered, unperfected or opposable, the provisions of this Agreement shall continue to apply as among the Parties notwithstanding that such Liens may be so claimed or found to be unenforceable, invalid, unregistered, unperfected or opposable.
5. Notwithstanding any other provision hereof, the Issuer shall not make, nor shall any Subordinate Party accept, the payment of any Distributions prior to the indefeasible payment in cash in full of all Senior Note Obligations and the termination thereof (such payment and termination, "**Payment in Full**"), provided that, so long as no default, event of default or breach under the Senior Note Documents exist or would result therefrom the Issuer may pay, and the Subordinate Parties may receive, ordinary course non-cash payments of interest in-kind (by adding such amounts to the principal amount of the Subordinate Notes in accordance with their terms) without acceleration under the Subordinate Notes.
6. The subordinations and postponements herein shall apply in all events and circumstances regardless of:
  - (a) the date or manner of execution, attachment, registration or perfection of the Senior Note Documents, the Senior Note Security, the Subordinate Note Documents, and Subordinate Note Security; or
  - (b) the date of any advance or advances made to the Issuer by the Senior Holder or the Subordinate Parties or the date upon which any obligations to the Senior Holder or the Subordinate Parties may otherwise arise; or
  - (c) the date or occurrence of any default by the Issuer under any of the Senior Note Documents or Subordinate Documents or the dates of crystallization of any Liens held by the Senior Holder or Subordinate Collateral Agent, on behalf of the Subordinate Investors; or
  - (d) any priority granted by any principle of law or any statute of any country, state, province, commonwealth, or subdivision of any of the foregoing, including the applicable legislation in any jurisdiction where any of the Issuer's assets are located; or

- (e) any other circumstance whatsoever.
7. Until Payment in Full of the Senior Note Obligations, no Subordinate Party shall, without the prior written consent of the Senior Holder, (a) subject to Section 5 hereto, take from or for the account of the Issuer by set-off or in any other manner, the whole or any part of any moneys which may now or hereafter be owing by the Issuer, (b) accelerate any Subordinate Note Obligations, (c) exercise any remedies under the Subordinate Documents, or cause the Issuer to honour any redemption or mandatory prepayment obligation under the Subordinate Documents or any other agreement or document related thereto, but only insofar as the exercise of such remedies relate to the Subordinate Note Obligations, or (d) take any action whatsoever under the provisions of any applicable law, or under any contract or agreement, to enforce against, foreclose upon, take possession of, sell, realize upon, or exercise any right of a similar nature against any Collateral.
  8. Notwithstanding the terms of Section 7, the Subordinate Parties may: (a) if the Senior Note Obligations are accelerated, declare the Subordinate Note Obligations in default; (b) in the event of the occurrence and continuance of any default under the Subordinate Note Obligations, do any of the following, to the extent provided for in the Subordinate Documents as in effect on the date hereof, (i) declare the existence of such default in writing to the Issuer and (ii) subject to Section 5, cause dividends, distributions and/or interest to accrue with respect to the Subordinate Rights at the applicable default rate provided for in the Subordinate Documents as in effect on the date hereof for so long as such Subordinate Note Obligations remain outstanding; and (c) take such other actions to the extent necessary to prevent its claims under the Subordinate Documents from being time-barred in any proceeding or otherwise barred by the applicable statute of limitations.
  9. In the event of any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the Collateral to creditors of the Issuer or upon any debt of the Issuer, by reason of the liquidation, dissolution or other winding up of the Issuer's business, or in the event of any sale of Collateral or any bankruptcy or other insolvency proceeding involving the Issuer or the Collateral, or any payment or distribution of any kind or character, whether in cash, securities or other property, which shall be payable or deliverable, shall be paid or delivered in accordance with the following sequence:
    - (a) First, directly to the Senior Holder for application to the Senior Note Obligations (whether or not the same is then due) until the Payment in Full of the Senior Note Obligations;
    - (b) Second, to the Subordinate Collateral Agent, on behalf of the Subordinate Parties, for application in accordance with Section 27 hereof, including application to the Subordinate Note Obligations (whether or not the same is then due) until the indefeasible payment in cash in full thereof; and

- (c) Third, to the Issuer or any other Person (including unsecured creditors of the Issuer) entitled thereto in accordance with applicable law.
10. Any proceeds in respect of any Collateral including, without limitation, any insurance proceeds received by the Issuer, Senior Holder or Subordinate Parties shall be dealt with according to the provisions hereof as though such proceeds were paid or payable as proceeds of realization of the Collateral.
  11. The Senior Holder agrees that it will conduct any enforcement action or other remedies in respect of the Collateral in a commercially reasonable manner or otherwise in accordance with the standards prescribed by applicable law. If in connection with any enforcement action by the Senior Holder or any other exercise by the Senior Holder of remedies in respect of any Collateral, the Senior Holder releases any of its Liens on any part of the Collateral, then the Liens, if any, of the Subordinate Parties on such Collateral shall be automatically, unconditionally and simultaneously released (but such release will not extend to any proceeds of sale that are not required to be paid to the Senior Holder). The Subordinate Parties promptly shall execute and deliver such termination statements, releases and other documents as the Senior Holder may request to effectively confirm the foregoing releases, all at the Issuer's expense.
  12. No Subordinate Party shall vote in any bankruptcy or other insolvency proceeding with respect to any bankruptcy or reorganization plan, compromise or arrangement that contains provisions that are inconsistent with the subordination or other provisions hereof, including without limitation, the priorities set forth in Section 9 hereof.
  13. The Issuer and the Subordinate Parties hereby consent and agree that the Senior Holder may, without in any manner impairing, releasing or otherwise affecting the postponement and subordination provided for in this Agreement or the Senior Holder's rights hereunder and without prior notice to or the consent of any Subordinate Party: (a) release, renew, extend, compromise, postpone the time of payment of or forbear from collecting any of the applicable Senior Note Obligations; (b) add or release any Person primarily or secondarily liable for any of the applicable Senior Note Obligations; (c) waive or grant forbearances with respect to any default or event of default under the applicable Senior Note Documents; (d) amend the amount of the applicable Senior Note Obligations or the rate of interest or any fees or charges payable in connection therewith; and (e) consent to the use of any cash collateral or any borrowing or grant of a security interest under bankruptcy or insolvency or creditor protection laws.
  14. The Issuer and the Subordinate Parties hereby consent and agree that no amendment or modification of the Subordinate Documents shall be effective without the prior written consent of the Senior Holder, which consent may be withheld for any reason.
  15. The Issuer and the Subordinate Parties hereby waive any defense based on the adequacy of a remedy at law which might be asserted as a bar to the remedy of specific performance

of this Agreement in any action brought therefor by the Senior Holder. To the fullest extent permitted by law, the Issuer and the Subordinate Parties each hereby further waive: (a) the right to require the Senior Holder to marshal any securities, or to enforce any Lien that the Senior Holder may now or hereafter have in any Collateral or to pursue any claim it may have against the Issuer, any guarantor or any other Person at any time obligated under the applicable Senior Note Documents; (b) notice of the acceptance of this Agreement by the Senior Holder; (c) notice of any loans or advances made under, extensions granted under, or amendments to the applicable Senior Note Documents or other action taken by the Senior Holder in reliance hereon or the existence of any default or event of default under the applicable Senior Note Documents; and (d) all other demands and notices of every kind in connection with this Agreement, the applicable Senior Note Obligations or the Distributions.

16. No Subordinate Party shall be subrogated to the rights of the Senior Holder to receive payments of cash or other property of the Issuer in respect of and on account of the Subordinate Note Obligations until Payment in Full has occurred.
17. No payment or distribution made to the Senior Holder to which a Subordinate Party would be entitled except for this Agreement, and no payments made under the provisions of this Agreement to Senior Holder by a Subordinate Party shall, as among the Issuer, its creditors and a Subordinate Party, be deemed to be a payment by Issuer to or on account of the Subordinate Note Obligations.
18. Until Payment in Full has occurred, any Collateral or proceeds from the realization thereof that may be received by the Subordinate Parties in violation of the priorities set forth in Section 9 shall be segregated and held in trust and promptly paid over to the Senior Holder in the same form as received, with any necessary endorsements.
19. If the Senior Holder is required in any insolvency proceeding or otherwise to disgorge, turn over, repay, refund or otherwise pay to the Issuer or any estate thereof or any creditor or representative of the Issuer any amount, for any reason, including because it was found to be a transfer at undervalue or fraudulent or preferential transfer, any such amount (a "**Recovery**"), whether received as proceeds, enforcement of any right of set-off, combination of accounts or otherwise, then the amount of the applicable Senior Note Obligations shall be reinstated to the extent of such Recovery and deemed to be outstanding as if such amount had not been received by the Senior Holder and, to the extent it has occurred at or prior to the time of such Recovery, the applicable Payment in Full shall be deemed not to have occurred. If this Agreement shall have been terminated prior to such Recovery, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the Parties hereunder. The Issuer and the Subordinate Parties agree that none of them shall be entitled to benefit from any such action affecting or otherwise relating to any distribution or allocation made in accordance with this Agreement, whether by preference or otherwise, it being understood and agreed that the benefit of

such action otherwise allocable to them shall instead be allocated and turned over for application in accordance with the priorities set forth in this Agreement.

20. The Parties expressly acknowledge and agree that this Agreement shall be effective before, during and after the commencement of an insolvency proceeding. All references in this Agreement to the Issuer will include any receiver, receiver and manager, trustee in bankruptcy, other trustee or similar representative appointed in respect of the Issuer in an insolvency proceeding.
21. The Subordinate Investors acknowledge, understand and agree that they will not be authorized to rely upon the Senior Holder or the Subordinate Collateral Agent to provide them with any information concerning the financial condition or business prospects of the Issuer, the existence, quantity or value of any of the Collateral, and the Subordinate Investors alone shall be responsible for obtaining from the Issuer all information concerning the foregoing.
22. The Subordinate Parties shall not directly or indirectly take any action, consent to the taking of any action, or cause or assist any Person to take any action, to challenge or object to in any manner the Senior Note Documents, Senior Note Obligations, or Senior Note Security.

#### **Subordinate Intercreditor and Collateral Agency Terms**

23. Subject to the rights of the Senior Holder and Subordinate Collateral Agent, as among the Subordinate Investors, the Subordinate Security (and the respective rights and remedies thereunder) ranks and will continue to rank *pari passu* (based upon the Subordinate Note Obligations outstanding in favour of each Subordinate Investor) to each other in all respects in the event of payment, repayment, foreclosure or other realization of the Subordinate Security. The Issuer and each Subordinate Investor acknowledges and agrees that all payments of principal or interest (or other Subordinate Note Obligations) made by the Issuer in respect of the Subordinate Notes will be made *pro rata* based upon principal and interest, respectively, then outstanding under the Subordinate Notes (or in the case of any other Subordinate Note Obligations, based on the outstanding principal amount of the Subordinate Notes).
24. The *pari passu* status of the Subordinate Notes and the Subordinate Security provided for herein applies notwithstanding: (a) the priorities otherwise according to the Subordinate Security under applicable law; (b) the time of creation, granting, execution, delivery, attachment, registration, perfection or enforcement of the Subordinate Security; (c) that any of the Subordinate Security is defective, unperfected, void or unenforceable for any reason; (d) any failure or delay in giving any notice; (e) any defence, compensation, set-off or counterclaim that the Issuer may have or assert; (f) any dissolution, bankruptcy, receivership, winding-up, liquidation or other similar proceedings in respect of the Issuer (whether voluntary or involuntary), any proposal or similar proceeding made or

commenced by the Issuer under any bankruptcy laws or any distribution of assets of the Issuer among its lenders and any sale of all or substantially all of the assets of the Issuer; (g) any priority granted by any principle of law or any statute; or (h) any other circumstance whatsoever.

25. Each of the Subordinate Investors hereby irrevocably appoints and authorizes Export Development Canada as the collateral agent for the Subordinate Investors to act on its behalf as the Subordinate Collateral Agent hereunder and under the other Subordinate Documents and authorizes the Subordinate Collateral Agent to take such actions on its behalf and to exercise such powers and rights as are delegated to the Subordinate Collateral Agent by the terms hereof and the Subordinate Documents, together with such actions and powers as are reasonably incidental thereto.
26. The Subordinate Collateral Agent accepts such appointment and agrees to act as collateral agent for the Subordinate Investors hereunder and each of the Subordinate Investors hereby confirm and agree that all Liens held by or on behalf of the Subordinate Investors shall be held exclusively in the name of, and enforced only by, the Subordinate Collateral Agent.
27. To the extent that the Subordinate Collateral Agent receives any payment or distribution of Collateral, which shall be subject to and in accordance with Section 9, such payment or distribution shall be paid or delivered in accordance with the following sequence:
  - (a) First, in or towards payment of all of the losses and expenses and disbursements incurred by the Subordinate Collateral Agent (or any receiver, receiver and manager, trustee in bankruptcy, other trustee or similar representative, in each case, appointed by the Subordinate Collateral Agent), including without limitation any Agent Losses, to recover such monies, in each case in accordance with the Subordinate Documents;
  - (b) Second, in or towards payment of any other obligations of the Issuer owing to the Subordinate Collateral Agent (solely in its capacity as Subordinate Collateral Agent) or any receiver, receiver and manager, trustee in bankruptcy, other trustee or similar representative, in each case, appointed by the Subordinate Collateral Agent, or any representative of them entitled to such payment in accordance with the Subordinate Documents;
  - (c) Third, in or towards payment of all Subordinate Note Obligations which are due and payable at such time to the Subordinate Investors *pro rata* to the total such amounts owing to each of them.
28. The obligations of the Subordinate Collateral Agent to the Subordinate Investors are only those expressly set forth in this Agreement and the Subordinate Documents. The Subordinate Collateral Agent shall have the right to delegate any of its obligations hereunder or any Subordinate Documents to any representative or other person upon

such terms and conditions as the Subordinate Collateral Agent may think fit. The Subordinate Collateral Agent shall not have any duties or obligations to the Subordinate Investors except those expressly set forth herein and in the Subordinate Documents. Without limiting the generality of the foregoing, the Subordinate Collateral Agent:

- (a) shall not be subject to any fiduciary or other implied duties, regardless of whether an Event of Default (as defined in the Subordinate Notes) has occurred and is continuing;
- (b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Subordinate Documents that the Subordinate Collateral Agent is required to exercise as directed in writing by Subordinate Majority, but the Subordinate Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Subordinate Collateral Agent to liability or that is contrary to this Agreement, any Subordinate Document or applicable law;
- (c) shall not, except as expressly set forth herein and in the Subordinate Documents have any duty to disclose to the Subordinate Investors, and shall not be liable for the failure to disclose to the Subordinate Investors, any information relating to any of the Subordinate Investors or any of their respective affiliates that is communicated to or obtained by the Subordinate Collateral Agent or any of its affiliates in any capacity, including without limitation, as Senior Holder;
- (d) notwithstanding anything else herein contained, may refrain from doing anything that would or might in its opinion be contrary to this Agreement, any Subordinate Document or applicable law or which would or might otherwise render it liable to any Person and may do anything which is, in its opinion, necessary to comply with this Agreement, any Subordinate Document or applicable law;
- (e) shall have the right to give or enter into any obligation as it shall think fit in relation to the Collateral or the Subordinate Security, provided that doing so will not constitute a breach of this Agreement;
- (f) may refrain from bringing any proceeding or taking management or control of any Collateral until it has received such security as it may require (whether by way of deposit, payment in advance or otherwise) for all losses and expenses which it will or may expend or incur in bringing such proceeding; and
- (g) shall have the right to institute, prosecute or defend any proceeding affecting the Subordinate Collateral Agent, the Collateral or the Subordinate Security and to compromise any matter or difference or submit any such matter or difference to arbitration and to compromise or compound any debts owing to the Subordinate

Collateral Agent or any other claims against it as such agent upon being provided with such evidence as shall seem sufficient to the Subordinate Collateral Agent.

29. The Subordinate Collateral Agent shall not be liable to the Subordinate Investors, and shall be fully protected for any action taken or not taken by it (a) with the consent or at the request of the Subordinate Investors holding greater than 50% of the aggregate principal amount of the Subordinate Notes (such Subordinate Investors, the “**Subordinate Majority**” and such consent or request, “**Subordinate Majority Consent**”) or (b) in the absence of its own gross negligence or willful misconduct. The Subordinate Collateral Agent shall be deemed not to have knowledge of any Event of Default (as defined in the Subordinate Notes) unless and until written notice describing the Event of Default (as defined in the Subordinate Notes) is given to the Subordinate Collateral Agent by the Subordinate Investors or the Issuer. In no event shall the Subordinate Collateral Agent, in its capacity as collateral agent hereunder, be liable to any Subordinate Investor, the Issuer, or any other Person for special, indirect, consequential, exemplary or punitive damages (including any loss of profit, business or anticipated savings) arising out of or in connection with, or as a result of this Agreement or any Subordinate Document or the performance, improper performance or non-performance of any obligation thereunder.
30. Except as otherwise expressly specified in this Agreement, the Subordinate Collateral Agent shall not be responsible to the Subordinate Investors for or have any duty to ascertain or inquire into (a) any statement, warranty or representation made in or in connection with this Agreement or any Subordinate Document, (b) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (c) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Event of Default (as defined in the Subordinate Notes), (d) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Subordinate Document or any other agreement, instrument or document or (e) the satisfaction of any condition specified in this Agreement, other than to confirm receipt of items expressly required to be delivered to the Subordinate Collateral Agent (if any).
31. The Subordinate Collateral Agent shall be entitled to rely upon, and shall not incur any liability to the Subordinate Investors for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, internet or intranet posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Subordinate Collateral Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition under the Subordinate Documents to the sale and delivery of a Subordinate Note that by its terms must be fulfilled to the satisfaction of a Subordinate Investor, the Subordinate Collateral Agent may presume that such condition is satisfactory to such Subordinate Investor unless the Subordinate Collateral Agent shall have received written notice to the contrary

from such Subordinate Investor prior to such sale and delivery. The Subordinate Collateral Agent may consult with legal counsel, independent accountants and other experts selected by it and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

32. Each of the Subordinate Investors agrees to indemnify the Subordinate Collateral Agent, ratably according to its proportionate share of the Subordinate Note Obligations (and not jointly and severally) from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses (including counsel fees and disbursements) or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Subordinate Collateral Agent in exercising its powers, rights and remedies or performing its duties hereunder or otherwise in its capacity as the Subordinate Collateral Agent in any way relating to or arising out of this Agreement or under the Subordinate Documents ("**Agent Losses**"); provided, no such Subordinate Investor shall be liable for (a) an amount in excess of its proportionate share of outstanding Subordinate Note Obligations or (b) any portion of such Agent Losses resulting solely and proximately from the Subordinate Collateral Agent's gross negligence or willful misconduct with respect to actions or inaction that were taken or not taken, as applicable, without Subordinate Majority Consent.
33. The Subordinate Collateral Agent may at any time give notice of its resignation to the Senior Holder and the Issuer. Upon receipt of any such notice of resignation, the Subordinate Majority shall have the right (subject to the consent of the Senior Holder and, if no Event of Default (as defined in the Subordinate Notes) has occurred and is continuing, the Issuer, such consent not to be unreasonably withheld), to appoint a successor. The Subordinate Collateral Agent may also be removed at any time by the Subordinate Majority upon 30 days' notice to the Subordinate Collateral Agent and the Senior Holder and the Issuer, as long as the Subordinate Majority (subject to the consent of the Senior Holder and, if no Event of Default (as defined in the Subordinate Notes) has occurred and is continuing, the Issuer, such consent not to be unreasonably withheld) appoints and obtains the acceptance of a successor within such 30 days. If no such successor shall have been so appointed by the Subordinate Majority and shall have accepted such appointment within 30 days after the Subordinate Collateral Agent receives notice of its retirement, then the retiring Subordinate Collateral Agent may on behalf of the Subordinate Investors, appoint a successor Subordinate Collateral Agent, which shall be a financial institution or trust company with an office in Toronto, Canada or an affiliate thereof (subject to the consent of the Senior Holder and, if no Event of Default (as defined in the Subordinate Notes) has occurred and is continuing, the Issuer, such consent not to be unreasonably withheld).
34. Each of the Subordinate Investors hereby acknowledges that to the extent permitted by applicable law, any Collateral and the rights and remedies provided under the Subordinate Documents are for the benefit of the Subordinate Investors collectively and acting together and not severally and further acknowledges that its rights hereunder and

under any Collateral are to be exercised not severally, but by the Subordinate Collateral Agent upon Subordinate Majority Consent or otherwise in accordance with this Agreement. Accordingly, each of the Subordinate Investors hereby covenants and irrevocably agrees that it shall not be entitled to take any action hereunder or thereunder including, without limitation, making any demand for payment of amounts owing under the Subordinate Notes, instituting any action or proceeding, judicial or otherwise, for the purpose of enforcing or realizing upon the Subordinate Security or enforcing any obligations under the Subordinate Notes, instituting any action or proceeding, judicial or otherwise, to exercise any other remedy authorized by law or by equity for the purpose of enforcing payment of any amount in respect of the Subordinate Notes, or making any declaration of default or an Event of Default (as defined in the Subordinate Notes), but that any action shall be taken only by the Subordinate Collateral Agent with Subordinate Majority Consent or otherwise in accordance with this Agreement. Each of the Subordinate Investors hereby further covenants and irrevocably agrees that it shall cooperate fully with the Subordinate Collateral Agent to the extent requested by the Subordinate Collateral Agent, provided that the Subordinate Collateral Agent is acting with Subordinate Majority Consent or otherwise in accordance with this Agreement.

35. If Subordinate Investors constituting a Subordinate Majority grant to the Issuer, pursuant to any Subordinate Majority Consent, any waiver of any default or breach by the Issuer of any provisions of the Subordinate Notes, or any extension of time or other indulgence in respect of the obligations of the Issuer under the Subordinate Notes, then the Subordinate Investors are deemed to have provided to the Issuer the same waiver, extension or indulgence. The Subordinate Investors, having been deemed to have provided to the Issuer a waiver, extension or indulgence pursuant to this paragraph, will execute and deliver all documents reasonably required to evidence such waiver, extension or indulgence. Notwithstanding anything to the contrary contained in this Section 35, no such waiver, extension or indulgence shall be effective without the express written approval of the Subordinate Collateral Agent.
36. The Subordinate Collateral Agent shall be under no obligation or liability whatsoever:
  - a) to the Issuer as a consequence of any failure or delay in the performance by, or any breach by, any Subordinate Investor of any of its obligations under any Subordinate Notes or other Subordinate Documents;
  - b) to any Subordinate Investor, as a consequence of any failure or delay in performance by, or any breach by, the Issuer of any of its obligations under its Subordinate Notes or any other Subordinate Documents; or
  - c) to any Subordinate Investor for any statements, representations or warranties in any Subordinate Notes or the other Subordinate Documents or any other agreement, document or instrument contemplated by any Subordinate Documents or in any other information provided pursuant to any

Subordinate Document, or for the validity, effectiveness, enforceability or sufficiency of any Subordinate Notes or any other Subordinate Documents.

37. The Subordinated Collateral Agent may treat each holder of any Subordinate Notes as the holder of all rights of such Subordinate Investor in respect of such Subordinate Notes until the Subordinated Collateral Agent has received a duly executed and delivered assignment agreement (in form and substance satisfactory to the Subordinated Collateral Agent) signed by such Subordinate Investor and the assignee.
38. The Subordinate Investors acknowledge that the Subordinate Collateral Agent is also the Senior Holder and in such capacity will be free to take such actions to maximize its economic recovery in any circumstance whatsoever without regard to the effect its decisions and actions may have on the Subordinate Parties or the realizable value of the Subordinate Note Security, except as otherwise expressly provided for under the terms of this Agreement.

### **General**

39. This Agreement shall be governed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the Parties hereby irrevocably consents to the jurisdiction of the courts of the Province of Ontario and of any federal court located in Toronto, Ontario, in connection with any action or proceeding arising out of or relating to this Agreement.
40. In this Agreement:
  - (a) unless stated otherwise, references herein to “dollars” or “\$” are references to United States dollars;
  - (b) the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined;
  - (c) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;
  - (d) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”;
  - (e) the word “will” shall be construed to have the same meaning and effect as the word “shall”; and
  - (f) unless the context or this Agreement requires otherwise (i) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to

any restrictions on such amendments, supplements, restatements or modifications set forth herein), (ii) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (iii) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (v) any reference to any law or regulation in this Agreement shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time and (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

41. This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and there are no agreements, contracts, promises, representations, warranties, conditions, statements, arrangements or understandings between the parties hereto or their representatives, either express or implied, by operation of law or otherwise, except as set forth herein or referenced herein. No waiver, modification or amendment of any provision, term or condition hereof shall be valid unless in writing and signed by the party to be charged therewith, and any such waiver, modification or amendment shall be valid only to the extent therein set forth. Notwithstanding the foregoing, the signature or consent of the Issuer is not required to any such waiver, modification or amendment to the terms and provisions of this Agreement. The Subordinate Collateral Agent shall be authorized to approve any waiver, amendment or other modification to this Agreement or to any of the other Subordinate Documents on behalf of all the Subordinate Investors upon obtaining Subordinate Majority Consent or otherwise in accordance with this Agreement.
42. In the event of any conflict between the provisions of this Agreement and the provisions of any Senior Note Document or Subordinate Document, the provisions of this Agreement shall govern.
43. This Agreement shall be binding upon and inure to the benefit of the Senior Holder and its successors and assigns. This Agreement shall be binding upon the Subordinate Parties and their respective successors and assigns. This Agreement shall be binding upon the Issuer and its successors and permitted assigns; provided that the Issuer shall not be permitted to assign this Agreement without the prior written consent of the Senior Holder which consent may be withheld for any reason. No Subordinate Party shall be permitted to assign this Agreement without the prior written consent of the Senior Holder, except in the case of an assignment by a Subordinate Investor of all Subordinate Notes held by it that is permitted by such Subordinate Notes and all of its rights and interests and obligations in respect of such Subordinate Notes and Subordinate Note Obligations; provided that (a) it shall be a condition of such assignment that the assignee assume the

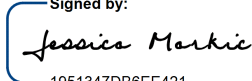
obligations of the respective assignor under this Agreement and (b) the assignee and assignor shall have complied with Section 37.

44. Subject to Section 31, all notices, requests, demands and other communications hereunder shall be in writing and shall be furnished to the parties at the addresses listed below their signatures hereunder. Notices shall be deemed to have been duly given if delivered personally, by email, mailed by registered mail, prepaid, return receipt requested or delivered by prepaid reputable overnight courier service with tracking information. Any such notice shall be deemed to be received when delivered personally, receipted, delivery confirmation received, or transmitted by email on a business day unless such transmission is received after 4:00 p.m., Toronto time, in which case it shall be deemed to have been received the following business day, as the case may be.
45. This Agreement is for the benefit of the parties hereto only and may not be relied upon by any third party for any reason whatsoever.
46. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement. A facsimile or other reproduction of this Agreement may be executed by one or more of the parties hereto, and an executed copy of this Agreement may be delivered by one or more of the parties hereto by facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.
47. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
48. The Issuer acknowledges and agrees that each other Party may share information about the Issuer with each other.

[Remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized officers as of the date first above written.

**EXPORT DEVELOPMENT CANADA, as  
Senior Holder and as a Subordinate Investor**

By:  Signed by:  
Name: Jessica Markic  
Title: Special Risks Manager

By:  Signed by:  
Name: Jason Carson  
Title: Principal, Special Risks

**Address for Notice:**

Export Development Canada  
150 Slater Street, Ottawa, Ontario, K1A 1K3

Attention: Jason Carson; Jessica Markic  
Email: jcarson@edc.ca; jmarkic@edc.ca


With a copy to:

Fasken Martineau DuMoulin LLP  
333 Bay Street, Suite 2400  
Toronto, Ontario M5H 2T6

Attention: Alexander Bayus; Aaron Stefan  
Email: [abayus@fasken.com](mailto:abayus@fasken.com);  
[astefan@fasken.com](mailto:astefan@fasken.com)

**EXPORT DEVELOPMENT CANADA, as  
Subordinate Collateral Agent**

By:   
Signed by:  
1951347DB6FF421  
Name: Jessica Markic  
Title: Special Risks Manager

By:   
Signed by:  
DD81D815EAE50478...  
Name: Jason Carson  
Title: Principal, Special Risks

**Address for Notice:**

Export Development Canada  
150 Slater Street, Ottawa, Ontario, K1A 1K3

Attention: Jason Carson; Jessica Markic  
Email: jcarson@edc.ca; jmarkic@edc.ca

With a copy to:


Fasken Martineau DuMoulin LLP  
333 Bay Street, Suite 2400  
Toronto, Ontario M5H 2T6

Attention: Alexander Bayus; Aaron Stefan  
Email: [abayus@fasken.com](mailto:abayus@fasken.com);  
[astefan@fasken.com](mailto:astefan@fasken.com)

-S-

Acknowledged and agreed as of the date first above written:

**SYNAPTIVE MEDICAL INC.**

By:   
Name: Cameron Piron  
Title: President

**Address for Notice:**

c/o Synaptive Medical Inc.

Canada

Attention: Dylan White, Chief Legal Officer  
and Corporate Secretary

Email:

corporate.secretary@synaptivemedical.com

Schedule "A"

**JOINDER TO AND ACKNOWLEDGMENT OF SUBORDINATION,  
INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT**

TO: SYNAPTIVE MEDICAL INC. (the "**Issuer**")

AND TO: Each other Party to the Subordination, Intercreditor and Collateral Agency Agreement between, *inter alios*, the Issuer, the Senior Holder, the Subordinate Collateral Agent, the Subordinate Investors, and such other parties thereto from time to time (the "**Agreement**")

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I, the undersigned, acknowledge that I have received and reviewed a copy of the Agreement and, by execution of this acknowledgment, I hereby agree that:

- (a) Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement;
- (b) I am a Party to the Agreement as a Subordinate Investor, as defined in, and for all purposes of, the Agreement, with my interests thereunder represented by the Subordinate Collateral Agent as more fully set forth therein;
- (c) I am bound by all of the terms of the Agreement as a Subordinate Investor; and
- (d) The subordinate note issued by the Issuer to the undersigned dated on or about the date hereof is deemed to be a "Subordinate Note" as defined in, and for all purposes of, the Agreement.

I agree that to be bound by the provisions of the Agreement as if I were an original signatory thereto.

[Remainder of this page left intentionally blank.]

DATED and signed at \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_.

**NAME OF CORPORATE SUBORDINATE  
INVESTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

**Address for Notice:**

Attention:

Email:

*OR*

SIGNED AND DELIVERED in the )  
presence of: )  
)  
)

\_\_\_\_\_  
Witness )

\_\_\_\_\_  
**Name of Individual  
Subordinate Investor:**

Schedule G  
**LIEN MATTERS**

Any lien under the *Repair and Storage Liens Act* (Ontario), or a similar form of lien, in favour of Pacer Air Freight Ltd.

Schedule H  
**REPORTING**

The Company will provide EDC with the following documents and information:

- (w) a balance sheet, and an income statement, within 30 days of the end of each calendar month;
- (a) the annual capital and operating budget approved by the Board or presented to the Board for approval at least 45 days following to the start of each fiscal year of the Company;
- (b) commencing with the year ended December 31, 2026, annual audited financial statements, including a balance sheet, income statement, cash flow statement, statement of shareholders' equity and accompanying notes within 180 days of the end of each fiscal year of the Company;
- (c) within 5 days of EDC's reasonable request from time to time, such other financial and business information or document with respect to the Company or its subsidiaries.

Schedule I  
**EXISTING DEBT, DEBENTURES AND NOTES**

The Junior Rollover Indebtedness and the security interest in respect thereof.

The following Permitted Liens and any Indebtedness secured thereby:

	File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments	
					CG	I	E	A	O	MV		
1.	File No. 512806311 <b>PPSA</b>  20250121 0937 1532 2928 Reg. 03 year(s)	2	SYNAPTIVE MEDICAL INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1			X	X	X			
General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF 20 DELL MOBILE PRECISION WORKSTATION 5560 CTO, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.												
	File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments	
					CG	I	E	A	O	MV		
2.	File No. 512809857 <b>PPSA</b>  20250121 0952 1532 3270 Reg. 03 year(s)	5	SYNAPTIVE MEDICAL INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1			X	X	X			
General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF DELL WORKSTATIONS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.												

2. 20250128 0941 4085 0469  A AMENDMENT	7	SYNAPTIVE MEDICAL INC.					X	X	X		
<p>Reason for Amendment: UPDATE EQUIPMENT DESCRIPTION IN THE GENERAL COLLATERAL SECTION</p> <p>General Collateral Description: DELETED ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF DELL WORKSTATIONS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM. ADDED ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF FIFTEEN (15) HP ELITEBOOK 840 G8 - 14" LAPTOPS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.</p>											
File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.					Comments		
3. File No. 512812809 <b>PPSA</b>  20250121 0958 1532 3519 Reg. 05 year(s)	13	SYNAPTIVE MEDICAL INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1				X	X	X		
<p>General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF DELL WORKSTATIONS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.THE FULL DEBTOR ADDRESS IS - 555 RICHMOND STREET WEST, SUITE 800ITE 800 TORONTO M5V 3B1</p>											

3. 20250128 0948 4085 0485  A AMENDMENT	16	SYNAPTIVE MEDICAL INC.				X	X	X		
<p>Reason for Amendment: UPDATE EQUIPMENT DESCRIPTION IN THE GENERAL COLLATERAL SECTION</p> <p>General Collateral Description: DELETED ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF DELL WORKSTATIONS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM. ADDED ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF THIRTY-FIVE (35) DELL MOBILE PRECISION WORKSTATION 5680 LAPTOPS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.</p>										
File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.					Comments	
4. File No. 512812818 <b>PPSA</b>  20250121 0958 4085 7990 Reg. 05 year(s)	22	SYNAPTIVE MEDICAL INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1			X	X	X	X	
<p>2015 YALE ERP040VT (VIN: G807N07790N)</p> <p>General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, AND SUCH OTHER GOODS FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF 2015 YALE ERP040VT FORKLIFT S/N G807N07790N, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.</p>										

File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.					Comments	
				CG	I	E	A	O		MV
5. File No. 508596111 <b>PPSA</b>  20240827 1500 1532 6127 Reg. 04 year(s)	25	SYNAPTIVE MEDICAL INC	HEWLETT- PACKARD FINANCIAL SERVICES CANADA COMPANY 1875 BUCKHORN GATE, SUITE 202 MISSISSAUGA ON L4W 5P1  COMPAGNIE DE SERVICES FINANCIERS HEWLETT- PACKARD CANADA 1875 BUCKHORN GATE, SUITE 202 MISSISSAUGA ON L4W 5P1			X	X	X	X	

Amount Secured:  
\$82599.36

General Collateral Description:  
ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR "HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS, PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS, AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR OTHERWISE INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND FIXTURES, RACKS, ENCLOSURES AND NODES, AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY,

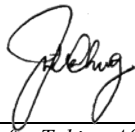
CHattel PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, LICENSES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

	File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
					CG	I	E	A	O	MV	
10.	File No. 779905026 <b>PPSA</b>  20220125 1425 8077 6672 Reg. 4 year(s)	40	SYNAPTIVE MEDICAL INC	HEWLETT- PACKARD FINANCIAL SERVICES CANADA COMPANY 5150 SPECTRUM WAY MISSISSAUGA ON L4W 5G1  COMPAGNIE DE SERVICES FINANCIERS HEWLETT- PACKARD CANADA 5150 SPECTRUM WAY MISSISSAUGA ON L4W 5G1					X		
No Fixed Maturity Date											
<p>General Collateral Description:            ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR "HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS, PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS? AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR OTHERWISE INSTALLED IN ANY OF THE</p>											

FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND FIXTURES, RACKS, ENCLOSURES AND NODES? AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, LICENCES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

	File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.					Comments	
					CG	I	E	A	O		MV
13.	File No. 711090585 <b>PPSA</b>  20151022 1435 1530 1311 Reg. 5 year(s)	52	SYNAPTIVE MEDICAL INC.	ROYAL BANK OF CANADA 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4				XX			
13.	20200918 1454 1530 6612  B RENEWAL Renew 5 year(s)	53	SYNAPTIVE MEDICAL INC.								

This is **Exhibit “H”** referred to in the Affidavit of Jessica Markic sworn before me this 24<sup>th</sup> day of April, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



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*Commissioner for Taking Affidavits (or as may be)*

**Julia Chung (LSO # 90012D)**

**SYNAPTIVE MEDICAL INC.**  
**SUBORDINATE SECURED PROMISSORY NOTE**

Investor: Export Development Canada (the “**Investor**”)  
Principal: \$11,420,380.87 (as may be reduced pursuant to the terms hereof, the “**Principal**”)  
Interest Rate: 8.00% fixed per annum, subject to Section 2 (the “**Interest Rate**”)  
Applicable Currency: United States dollars (the “**Applicable Currency**”)

All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule B.

**1. Promise to Pay**

Synaptive Medical Inc. (the “**Company**”), promises to pay to the Investor, or its permitted assigns, in lawful money of the United States of America, the Principal, together with interest (the “**Interest**”) on the Principal at a rate equal to the Interest Rate, compounded yearly, in accordance with the terms of this secured promissory note (this “**Note**”, and together with the promissory notes having terms substantially identical to the terms hereof issued by the Company to the investors listed in Schedule A (the “**Investors**”) with an aggregate initial principal amount of all such notes (including the Note) of \$14,000,000, the “**Notes**”).

**2. Interest**

Interest on the Principal is calculated from the Effective Date and is calculated on the portion of the Obligations that remain unpaid, before maturity, on the basis of the actual number of days for which the Obligations are outstanding. Interest shall accrue on the outstanding Obligations at the Interest Rate capitalized and added to the Principal for repayment as provided in this Section 2, unless paid in cash from time to time at the election of the Company. Outstanding Interest shall be payable upon the earliest of (i) the Maturity Date, (ii) the prepayment of this Note pursuant to Section 4 below, (iii) the acceleration of the repayment of this Note pursuant to Section 5 below, and (iv) a Liquidation Event. Notwithstanding the foregoing, from and after the Maturity Date or the occurrence of an Event of Default, the Interest Rate on the Obligations outstanding shall increase to 10.00% fixed per annum, calculated and payable in the same manner as aforesaid.

**3. Repayment**

- (a) Unless prepaid earlier in accordance with this Note, the Company will repay the outstanding Obligations on the earlier of:
  - (i) June 26, 2030 (the “**Maturity Date**”);
  - (ii) the closing of a Liquidation Event; and
  - (iii) the date on which the Required Majority demands payment following an Event of Default.
- (b) All payments made under this Note are to be made in the Applicable Currency.
- (c) **[Reserved]**
- (d) All amounts paid by the Company to the Investor under this Note will be allocated in the following order:

- (i) first, to any amounts relating to reasonable costs of collection under this Note;
- (ii) second, to any outstanding Interest and any other Obligations (other than the outstanding Principal) rateably in accordance with the outstanding Interest and other Obligations owed to each Investor; and
- (iii) third, to the outstanding Principal of all Notes, rateably in accordance with the outstanding Principal owed to each Investor.

#### **4. Prepayment**

- (a) The Company may prepay the outstanding Principal and outstanding Interest under this Note at any time or from time to time; provided that upon such prepayment the Company shall be required to also pay to the Investor all Interest that would have been payable if the prepayment date were the Maturity Date (where the payment in this proviso shall be calculated such that any additional Interest that would have accrued following the prepayment date would be calculated on a simple interest basis without compounding).

#### **5. Event of Default**

- (a) Upon the occurrence or existence of any Event of Default, and at any time thereafter during the continuance of such Event of Default, unless waived in writing by a Required Majority, the Investor, with the prior written consent of the Required Majority may, by written notice to the Company (“**Notice of Default**”), declare the aggregate outstanding Obligations to be immediately due and payable.
- (b) Following the transmission of a Notice of Default, the Investor with the prior written consent of the Required Majority may exercise any other right, power or remedy granted to the Investor under this Note, the Security Agreement or otherwise permitted to be exercised by the Investor by applicable law.

#### **6. Transaction Notice**

The Company will provide the Investor with written notice of a proposed Liquidation Event as soon as reasonably practicable in advance of such Liquidation Event (but in any event no less than 30 days’ prior to the closing of or occurrence of such Liquidation Event), which notice will set forth the anticipated date and principal terms and conditions of such transaction or occurrence of such event.

#### **7. Representations and Warranties**

- (a) The Company hereby represents and warrants to the Investor that each of the statements set out in Schedule C are true and correct as of the Issue Date.
- (b) [Reserved]

#### **8. Covenants**

The Company shall and shall cause each of its officers and directors, employees and agents, to comply with the Covenants set out in Schedule E.

#### **9. Security, Subordination and Intercreditor Matters**

The Company hereby grants to the Investor the rights and second priority security interest set out in the Security Agreement among the Company and EDC, in its capacity as collateral agent, in the form attached hereto as Schedule D. The Investor hereby acknowledges that this Note and the Investor’s security interest contemplated hereunder shall be subject to, and subordinated and postponed pursuant to the Subordination, Intercreditor Agreement and Collateral Agency

Agreement in the form attached hereto as Schedule F. In accordance with the Subordination, Intercreditor and Collateral Agency Agreement, the Notes will rank *pari passu* with each other in the right to repayment, and the Investor appoints EDC as collateral agent thereunder. Each of the Company and the Investor agree to be subject to the terms of the Subordination, Intercreditor and Collateral Agency Agreement.

**10. Indemnity**

The Company shall indemnify the Investor (and any sub-agent thereof), and each Affiliate of the Investor (each such Person being called an “**Indemnitee**”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party arising out of, in connection with, or as a result of any breach of any representation, warranty, obligation, commitment or covenant contained in this Note on the part of the Company or in any certificate or document delivered by the Company pursuant to or contemplated by this Note; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee.

**11. [Reserved]**

**12. Reporting**

The Company will provide to the Investor the documents and information set out on Schedule H.

**13. Schedules**

The schedules attached to this Note are incorporated into and are deemed to be a part of this Note.

**14. Fees**

Each party shall be responsible for its respective reasonable legal, diligence, advisory and all other fees and disbursements of such party.

**15. [Reserved]**

**16. Successors and Assigns**

Subject to the restrictions on transfer described in Section 20, the rights and obligations of the Company and the Investor are binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

**17. Waiver of Notice**

The Company hereby waives presentment for payment, notice of non-payment, notice of protest of this Note and the right to assert in any action or proceeding with regard to this Note any set-offs or counterclaims that the Investor may have.

**18. Approval, Waiver and Amendment**

Any provision of this Note may be amended or waived upon the written consent of the Company and the Required Majority and any such amendment or waiver is binding on the Investor. However, if any amendment of this Note or waiver of any of the Investor’s rights under this Note affects the Investor differently and in a materially adverse manner relative to the other Investors, the consent of the Investor is required for such amendment or waiver.

**19. [Reserved]**

**20. Assignment**

Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by the Company without the prior written consent of the Required Majority. This Note, including all rights and obligations associated hereunder, may not be transferred by the Investor prior to an Event of Default, that is continuing, (other than to an Affiliate) without the prior written consent of the Company not to be unreasonably withheld and subject to: (a) applicable securities laws; and (b) the transferee becoming a party to the Subordination, Intercreditor Agreement and Collateral Agency Agreement.

**21. No Shareholder Rights**

This Note does not entitle the Investor to any voting rights or any other rights as a shareholder of the Company or to any other rights except the rights stated in this Note.

**22. Currency**

All dollar amounts referenced in this Note are in the Applicable Currency unless otherwise specified.

**23. Severability**

If one or more provisions of this Note are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Note, (ii) the balance of this Note will be interpreted as if such provision were so excluded, and (iii) the balance of this Note is enforceable in accordance with its terms.

**24. Notices**

All notices, requests, approvals, consents, claims, demands, elections, waivers and other communications under this Note must be in writing and delivered by e-mail and are deemed to have been given on the date sent by e-mail if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient.

**25. Disclosure**

EDC shall be permitted to disclose the following information with respect to its investment in the Company pursuant to this Note: (i) name, industry sector and location of the Company, (ii) date of signing of this Note, (iii) the name of EDC as an investor in the Company, (iv) a general description of the terms of the Note or terms of the other definitive agreements to which EDC is subject or becomes subject, as well as (v) the amount of EDC's investment in a C\$ range. EDC shall also not be prohibited from making any disclosures due to its status as a Canadian Crown corporation to the Minister for International Trade and Finance, Treasury Board, the Auditor General of Canada or pursuant to Canadian international contractual obligations or EDC's contractual obligations due solely to its status as a Canadian Crown Corporation.

**26. Further Assurances**

The Company shall with reasonable diligence, do all things and provide all reasonable assurances reasonably requested by the Investor that are required to complete and give effect to the transactions contemplated by this Note and the other Note Documents.

**27. Interest Act**

Interest will be calculated on the basis of the actual number of days elapsed in that period divided by 360 for fixed rate loans. For purposes of the *Interest Act* (Canada), whenever any interest or fee under this Note is calculated using a rate based on a number of days less than a full year, such rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (x) the applicable rate, (y) multiplied by the actual number of days in the consecutive twelve (12) month period commencing on the date such rate is being determined, and (z) divided by 360. The principle of deemed reinvestment of interest does not apply to any interest calculation under this Note. The rates of interest stipulated in this Note is intended to be nominal rates and not effective rates or yields.

**28. Governing Law**

This Note and all actions arising out of or in connection with this Note are governed by and are to be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the courts of the Province of Ontario for the purpose of any suit, action or other proceeding arising out of or based upon this Note, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Note except in the courts of the Province of Ontario, and (c) hereby waive, and agree not to assert, by way of motion, as a defence, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Note or its subject matter may not be enforced in or by such courts.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the Company and the undersigned have duly executed this Note.

**Company:**

**SYNAPTIVE MEDICAL INC.**

By: \_\_\_\_\_

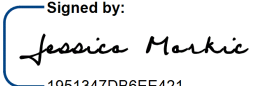
Name:

Title:

Address: \_\_\_\_\_


Email: \_\_\_\_\_

**EXPORT DEVELOPMENT CANADA**

By:  \_\_\_\_\_  
Signed by:  
1951347DB6EE421

Name: Jessica Markic

Title: Special Risks Manager

By:  \_\_\_\_\_  
Signed by:  
DDB1D315EAE0478

Name: Jason Carson

Title: Principal, Special Risks

Address for Notice:

Export Development Canada  
150 Slater Street, Ottawa, Ontario, K1A 1K3

Attention: Jason Carson; Jessica Markic  
Email: jcarson@edc.ca; jmarkic@edc.ca

With a copy to:

Fasken Martineau DuMoulin LLP  
333 Bay Street, Suite 2400  
Toronto, Ontario M5H 2T6

Attention: Alexander Bayus; Aaron Stefan  
Email: abayus@fasken.com; astefan@fasken.com

**IN WITNESS WHEREOF**, the Company and the undersigned have duly executed this Note.

**Company:**

**SYNAPTIVE MEDICAL INC.**

By: \_\_\_\_\_

DocuSigned by:  
*Cameron Piron*  
5FF721EF2C2D461...

Name: Cameron Piron

Title: President

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**EXPORT DEVELOPMENT CANADA**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Schedule A  
**INVESTORS**

<b>Name</b>	<b>Investment Total</b>
1530948 Ontario Ltd.	\$13,442.93
1704870 Ontario Ltd.	\$40,627.53
1753714 Ontario Limited	\$13,442.93
2781485 Ontario Inc.	\$13,332.69
Aida Tsim	\$26,003.89
Anita Ellen Oder	\$2,708.50
Aramis Therapeutics S.R.L.	\$129,483.67
Arnold Rabin	\$26,516.01
CBH Compagnie Bancaire Helvetique SA on behalf of MANATI JR. LIMITED	\$128,674.53
CBH Compagnie Bancaire Helvetique SA on behalf of YANINA HIGHLIGHT INVEST CORP	\$257,349.06
Clarfield Medical professional corporation	\$28,009.67
Daniel Bordessa	\$13,343.35
Dr. Roger Lam Medicine Professional Corporation	\$32,403.16
Dr. V. Manga Datta Medicine Professional Corporation	\$13,329.13
ENT Health Corporation	\$76,886.27
Eric Mah	\$26,039.46
Export Development Canada	\$11,420,380.87
Gundy Co ITF Zacorp Ventures Inc. AC 410-33899-22	\$27,298.40
Gundyco ITF Adrianna Letros	\$39,231.67
Gundyco ITF Alexander Letros	\$39,231.67
Gundyco ITF Calogera Papadopoulos	\$6,753.47
GundyCo ITF Constantine Zachos AC 410-32031-23	\$155,915.17
Gundyco ITF John Colangelo	\$27,085.02
Gundyco ITF Mitchell Whyne	\$185,574.22
Gundyco ITF Peter Papadopoulos AC 500-99567-22	\$13,055.29
Gundyco ITF Petros Mitskos	\$6,419.18
Gundyco ITF Reza Heidarpour Meymeh	\$12,776.93

GundyCo ITF Speros Zaharopoulos	\$53,046.24
GundyCo ITF Zanacon Inc. AC 410-35156	\$27,298.40
Hekkenberg 2012 Family Trust	\$56,318.06
Hilton Scott Good	\$178,492.27
Innofocus Consultants Limited	\$13,542.51
Jacqueline Marie Bourgeois	\$54,596.80
James Pringle	\$6,661.01
Keyvan Abbaszadeh	\$13,442.93
Kinlow Holdings Corp	\$7,102.10
Mall Medicine Professional Corporation	\$13,218.88
Marianthi Zachos	\$50,719.75
Martin Braun	\$26,537.34
Michael Fitzhenry	\$26,210.16
Monica Suzanne Wolnik	\$14,499.13
NOZA High Energy Boys Holdings Inc.	\$135,225.94
Ramez Salti	\$128,440.14
Tim Macready	\$353,158.76
Timothy Scannell	\$27,085.02
V. Joel Rampton Professional Medicine Corp.	\$25,547.39
Valerie Piron	\$13,542.51
<b>TOTAL</b>	<b>\$14,000,000.00</b>

Schedule B  
**DEFINITIONS**

“**Affiliate**” means:

- (a) with respect to any specified Person:
  - (i) any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person;
  - (ii) in relation to any investment fund or entity: (1) the manager or general partner of such investment fund or entity; (2) an affiliate of such manager or general partner; (3) any fund or entity managed by such manager, general partner or an affiliate of such manager or general partner; (4) any limited partner of such investment fund or entity or of any such fund or entity referred to in (3); or (5) any acquiror of all or substantially all of the portfolio assets of such investment fund or entity; and
- (b) in the case of EDC:
  - (i) the Federal Government of Canada, and any Person, agency, organization or other entity controlled, directly or indirectly, by EDC or the Federal Government of Canada; or
  - (ii) any Person, agency, organization or other entity designated and/or authorized by the Federal Government of Canada in the case of a sale of all or a substantial portion of EDC’s assets or all or a substantial portion of EDC’s investment portfolio.

“**Articles**” means the articles of incorporation of the Company, as amended.

“**Bidco USA**” means 1001253954 Bidco USA, Inc.

“**Board**” means the board of directors of the Company.

“**Business Day**” means a day other than a Saturday, Sunday or other days that are statutory holidays in the Province of Ontario.

“**Collateral**” means “Collateral” as defined in the Security Agreement.

“**EDC**” means Export Development Canada.

“**Effective Date**” means June 26, 2025, being the effective date of this Note.

“**Event of Default**” means the occurrence of any of the following:

- (a) the Company fails to make any payment under this Note to the Investor when due;
- (b) the Company (i) fails to make any payment when due of any indebtedness or liability of the Company to any other party (other than to trade creditors) in excess of \$25,000 (cumulative) to the extent that such failure triggers an immediate repayment right under such indebtedness or liability which is not waived by such other party; (ii) is otherwise in breach of any term, condition, obligation or covenant made by it to or towards a third party which breach may affect, in a material adverse manner, the property of the Company, its activities or its financial situation or (iii) fails to promptly make any payment of any indebtedness or liability of the Company to a trade creditor in excess of \$250,000 (cumulative) that is overdue and in respect of which the trade creditor has made a formal

written demand for immediate payment or has taken other formal legal steps to enforce the indebtedness or liability;

- (c) any representation or warranty or certification made or deemed to be made by the Company or any of their respective directors or officers in any Note Document shall prove to have been incorrect in any material respect when made or deemed to be made and, if the circumstances giving rise to the incorrect representation or warranty are capable of modification or rectification (such that, thereafter the representation or warranty would be correct), the representation or warranty remains uncorrected for a period of 10 days;
- (d) the Company is in breach of, in a material manner, any term, condition, obligation or covenant made by it to or with the Investor in the Note Documents and such breach continues for 10 days after the Company's receipt of written notice to the Company of such breach;
- (e) the Company becomes insolvent or admits in writing its inability to pay its Indebtedness generally as they become due, or makes an assignment for the benefit of its creditors, is declared bankrupt, makes a proposal or otherwise takes advantage of any provisions for relief under the *Bankruptcy and Insolvency Act* (Canada), the *Companies Creditors' Arrangement Act* (Canada) or similar legislation in any jurisdiction, or makes an authorized assignment;
- (f) a receiver, manager, receiver and manager or receiver-manager of all or a part of the Company's assets is appointed or an order is made or a resolution is passed for the winding up of the Company, unless the relevant application, filing, proceeding, petition or case, as applicable, is capable of being contested and is contested in good faith by *bona fide* action on the part of the Company, and is dismissed, stayed or withdrawn within 30 days after the commencement thereof;
- (g) the Company ceases or threatens to cease to carry on all or a substantial part of its business or makes or threatens to make a sale of all or substantially all of its assets or distress or execution is levied or issued against all or a part of the Company's assets;
- (h) the holder of any security interest, charge, encumbrance, lien or claim against any of the Company's assets does anything to enforce or realize on such security interest, charge, encumbrance, lien or claim (other than with respect to the Permitted Lien set forth on Schedule G), unless such enforcement or realization is contested in good faith during the period of time during which such contest may be made and is dismissed, stayed or withdrawn within 30 days after the commencement thereof; or
- (i) a judgment, fine, penalty or other order requiring the Company to pay more than \$100,000 is rendered against the Company, and not discharged, stayed or bonded, pending appeal within fifteen (15) days of entry, assessment or issuance.

“**Financial Crime Laws**” refers to laws related to bribery and corruption, money laundering and terrorist financing, sanctions (including Canadian and U.S. sanction laws, regulations, embargoes and restrictive measures) and external fraud.

“**Indebtedness**” of any Person means (without duplication):

- (a) all indebtedness of such Person for borrowed money, including borrowings of commodities, prepaid forward sales of commodities, bankers' acceptances, letters of credit or letters of guarantee;
- (b) all indebtedness of such Person for the deferred purchase price of assets or services, other than for assets and services purchased in the ordinary course of business and paid for in

accordance with customary practice and not represented by a note, bond, debenture or other evidence of Indebtedness;

- (c) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to assets acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such assets);
- (d) all obligations of such Person represented by a note, bond, debenture or other evidence of Indebtedness;
- (e) all obligations under capital leases and all obligations under synthetic leases, in each case, in respect of which such Person is liable as lessee;
- (f) all obligations with respect to any equity securities in the capital of the Person which, by their terms (or by the terms of any security into which they are convertible or for which they are exchangeable), or upon the happening of any event (i) mature or are mandatorily redeemable pursuant to a sinking fund obligation or otherwise, (ii) are redeemable for cash or Indebtedness at the sole option of the holder, or (iii) provide for scheduled payments of dividends in cash, in each case, on or prior to the Maturity Date; and
- (g) all Indebtedness of another entity of a type described in clauses (a) through (f) which is directly or indirectly guaranteed by such Person, which is secured by a lien on any assets of such Person, which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire, or in respect of which such Person has otherwise assured a creditor or other entity against loss.

“**including**” means “including without limitation”.

“**Liquidation Event**” means:

- (a) an amalgamation, arrangement, merger, reorganization or similar transaction in which:
  - (i) the Company is a constituent party; or
  - (ii) a subsidiary of the Company is a constituent party and the Company issues shares in its capital pursuant to such amalgamation, arrangement, merger, reorganization or similar transaction,

except any such amalgamation, arrangement, merger, reorganization or similar transaction involving the Company or a subsidiary in which the shares in the capital of the Company outstanding immediately prior to such amalgamation, arrangement, merger, reorganization or similar transaction continue to represent, or are converted into or exchanged for shares that represent, immediately following such amalgamation, arrangement, merger, reorganization or similar transaction, a majority, by voting power, of the shares in the capital of (X) the surviving or resulting corporation or (Y) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such amalgamation, arrangement, merger, reorganization or similar transaction, the parent corporation of such surviving or resulting corporation;

- (b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Company or any subsidiary of the Company of all or substantially all the assets of the Company and its subsidiaries taken as a whole, or the sale or disposition (whether by amalgamation, arrangement, merger, reorganization or otherwise) of one or more subsidiaries of the Company if substantially all of the assets of the Company and its subsidiaries taken as a whole are held by such subsidiary or

- subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Company;
- (c) the completion of a sale transaction between shareholders of the Company and a Person, or Persons, that results in those who were the holders of the voting securities of the Company before the sale transaction holding less than a majority of the votes attached to the outstanding voting securities of the Company after the completion of the sale transaction; or
  - (d) a liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or any other distribution of the assets of the Company among its shareholders for the purpose of winding up affairs.

**“Material Adverse Effect”** means any event, change, circumstance, or situation which, individually or a combination of events, changes, circumstances or similar situations that has or could reasonably be expected to have a material adverse effect on the assets (including intangible assets), liabilities, financial condition, property, prospects or results of operations of the Company and/or the business of the Company or which could reasonably be expected to have a material adverse effect on the opportunity of the Investor to realize a return on all or part of its investment.

**“Note Documents”** means this Note, the Security Agreement and the Subordination, Intercreditor and Collateral Agency Agreement or other agreement, including any guarantee or security agreement entered into by a Subsidiary entered into pursuant to the terms of this Note.

**“Obligations”** means the obligations and liabilities, present or future, direct or indirect, absolute or contingent, at any time and from time to time owing by the Company to the Investor arising under or pursuant to this Note.

**“Permitted Liens”** means the liens, charges, encumbrances and security interests set forth in Schedule G or Schedule I and any Permitted Liens as defined in the Security Agreement.

**“Person”** means any individual, corporation, partnership, trust, limited liability company, association or other entity.

**“Required Majority”** means Investors holding at least 50% of the aggregate outstanding principal amount of the Notes, which must include EDC for so long as it remains collateral agent under the Security Agreement.

**“Security Agreement”** means the general security agreement among the Company and EDC in its capacity as collateral agent, in the form attached hereto as Schedule D.

**“Senior Rollover Indebtedness”** means the Indebtedness created pursuant to the 8% Senior Secured Note due June 26, 2030 in an aggregate amount of \$6,000,000 to which Indebtedness this Note is subordinated pursuant to the Subordination, Intercreditor and Collateral Agency Agreement.

**“Subordinated Indebtedness”** means Indebtedness, including pursuant to convertible notes on terms to investors acceptable to EDC, which is subject to a subordination agreement in form and substance satisfactory to EDC.

**“Subordination, Intercreditor and Collateral Agency Agreement”** means the subordination and intercreditor agreement in the form attached hereto as Schedule F.

**“Subsidiary”** means any corporation, company or partnership in which the Company or an Affiliate of the Company has (i) any general partnership interest or (ii) more than 50% of the securities or other units of ownership which by their terms have the voting power to elect its board of directors, or appoint its managers or trustees.

Schedule C  
**REPRESENTATIONS AND WARRANTIES – COMPANY**

**1. Organization, Good Standing and Qualification**

The Company is a corporation duly organized, validly existing, and in good standing under the laws of its governing jurisdiction and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a Material Adverse Effect.

**2. Authorization**

All corporate action on the part of the Company necessary for the authorization, execution and delivery of the Note Documents and the authorization, sale, issuance and delivery of this Note, and the performance of all obligations of the Company under the Note Documents has been taken.

**3. Enforceability**

The Note Documents constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general application affecting enforcement of creditors' rights generally, and except as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

**4. Subsidiaries and affiliated companies**

The Company does not have any subsidiaries, nor does it have any affiliated companies (which, for purposes hereof, shall include entities which are related to the ongoing operations of the Company, including, without limitation, in the United States of America) other than 1001253954 Ontario Inc. and Bidco USA (a wholly-owned subsidiary of 1001253954 Ontario Inc.) and does not otherwise own any securities in the capital of or any interest in, or control, directly or indirectly, any person. The Company is not a participant in any joint venture, partnership or similar arrangement.

**5. Capitalization**

The Company is wholly-owned by 1001253954 Ontario Inc.

**6. No Violations or Defaults**

The Company is not in violation or in default with respect to:

- (a) its Articles or by-laws or any material judgment, order, writ, decree, statute, rule or regulation applicable to the Company;
- (b) any Indebtedness, mortgage, hypothec, indenture, or security agreement;
- (c) any other material contract the violation of which would have a Material Adverse Effect on the Company; or
- (d) any provision of any federal, provincial or state statute, rule or regulation applicable to the Company, the violation or default of which would have a Material Adverse Effect on the Company.

**7. Non-Contravention**

The execution and delivery by the Company of the Note Documents and the sale, issuance and delivery of this Note and the performance of all obligations of the Company under the Note Documents will not:

- (a) violate the Articles or by-laws or any material judgment, order, writ, decree, statute, rule, or regulation applicable to the Company;
- (b) violate or create an event of default under any provision of, or result in the breach or the acceleration of, or entitle any third party to accelerate (whether after the giving of notice or lapse of time or both), any Indebtedness, mortgage, hypothec, indenture or security agreement;
- (c) violate or create an event of default under any provision of, or result in the breach or the termination of, or entitle any third party to terminate (whether after the giving of notice or lapse of time or both), any material contract to which the Company is a party or by which it is bound;
- (d) violate any provision of any federal, provincial or state statute, rule or regulation applicable to the Company, the violation of which would have a Material Adverse Effect on the Company; or
- (e) other than pursuant to the Security Agreement, result in the creation or imposition of any lien or charge upon any property, asset or revenue of the Company or the suspension, revocation, impairment, forfeiture or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations, or any of its assets or properties.

## **8. Governmental Consents and Filings**

No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, provincial/territorial or local governmental authority on the part of the Company is required in connection with the issuance of this Note or the consummation of the transactions contemplated under the Note Documents that has not been obtained.

## **9. Indebtedness and Liabilities**

Except as set forth in Schedule I, the Company has no outstanding Indebtedness, liabilities or obligations, contingent or otherwise, that are of the nature required to be reflected in, disclosed on, reserved against or otherwise described on a balance sheet prepared in accordance with applicable generally accepted accounting principles, and is not a party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities (contingent or otherwise) or Indebtedness of any Person.

## **10. Distributions**

The Company has not declared or paid any dividends, or authorized or made any distribution upon or with respect to any class or series of shares in its capital.

## **11. [Reserved]**

## **12. Financial Crime Laws**

The Company, its employees and agents: (i) are in compliance with Financial Crime Laws (as defined herein) in all material respects; and (ii) are not currently under charge in a court, formally under investigation by public prosecutors or, within the last five (5) years, been convicted in a court, for violation of laws of any country against bribery (including, without limitation, laws against bribery of foreign public officials), and have not entered into any form of settlement or other arrangement including, without limitation, any publicly-available arbitral award in connection with the violation of laws against bribery.

**13. Entity Status and Discrimination**

The Company hereby represents that it: (i) is not a government organization or body, or wholly-owned by a government organization or body; (ii) is not an entity that is a non-profit organization, registered charity, union, or a fraternal benefit society or order, or an entity owned by such an organization, unless the entity is actively carrying on a business in Canada (including a related business in the case of a registered charity) that earns revenue from the regular supply of property/goods or services; (iii) is not owned by a Federal Member of Parliament or Senator; and (iv) does not promote violence, incite hate or discriminate on the basis of sex, gender identity or expression, sexual orientation, colour, race, ethnic or national origin, religion, age or mental or physical disability, contrary to applicable laws.

Schedule D  
**GENERAL SECURITY AGREEMENT**

## **SUBORDINATE GENERAL SECURITY AGREEMENT**

**THIS AGREEMENT** is made as of the 26<sup>th</sup> day of June, 2025 by **SYNAPTIVE MEDICAL INC.** (the “**Company**”), a corporation existing as at the date hereof as a corporation formed under the *Business Corporations Act* (Ontario), in favour of **EXPORT DEVELOPMENT CANADA** (the “**Secured Party**”), a Canadian federal government crown corporation, acting in its own right and as collateral agent for the Holders (defined in Schedule 1.1) from time to time.

### **BACKGROUND:**

The Company is now indebted and may hereafter become further indebted from time to time to Holders.

The Company has agreed to enter into this Agreement and grant a security interest in all of its existing and hereafter acquired property to the Secured Party, for the Secured Party’s own benefit and for the rateable benefit of each such Holder.

**FOR VALUABLE CONSIDERATION** (the receipt and sufficiency of which are hereby acknowledged), the Company covenants, acknowledges, represents and warrants in favour of the Secured Party, as follows:

### **ARTICLE 1 INTERPRETATION**

#### **1.1 Definitions**

Each word and expression defined in Schedule 1.1 is used in this Agreement with the respective defined meaning given to it in Schedule 1.1. Words and expressions defined in the PPSA or the STA and used without initial capitals in this Agreement (including in Schedule 1.1) have the respective defined meanings given to them in the PPSA or STA, unless the context otherwise requires.

#### **1.2 Reference to Agreements and Documents**

Each reference in this Agreement to any agreement or document (including this Agreement and any other term defined in Schedule 1.1 that is an agreement or document) shall be construed so as to include such agreement or document (including any attached schedules, appendices and exhibits), and each change made to it at or before the time in question.

#### **1.3 Reference to Statutes**

Unless the context otherwise requires, each reference in this Agreement to any code, statute, regulation, official interpretation, directive or other legislative enactment of any Canadian or foreign jurisdiction (including any political subdivision of any thereof) at any time shall be construed so as to include such code, statute, regulation, official interpretation, directive or enactment and each change thereto made at or before that time.

#### **1.4 Headings, etc.**

The division of this Agreement into Articles, Sections and Schedules and the insertion of headings and titles are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “**this Agreement**”, “**hereof**”, “**hereunder**” and similar expressions refer to this Agreement and not to any particular Article, Section, Subsection, Schedule, paragraph, subparagraph, Clause or other portion of this Agreement.

#### **1.5 Grammatical Variations.**

In this Agreement, unless the context otherwise requires, (i) words and expressions (including words and expressions (capitalized or not) defined, given extended meanings or incorporated by reference herein) in the singular include the plural and *vice versa* (the necessary changes being made to fit the context); (ii) words in one gender include all genders; (iii) grammatical variations of words and expressions (capitalized or not) which are defined, given extended meanings or incorporated by reference in this Agreement shall be construed in like manner; and (iv) “or” is to be construed in both the conjunctive and as exclusive where the context so admits.

### **ARTICLE 2 GRANT OF SECURITY**

#### **2.1 Security**

As general and continuing collateral security, without impairment or novation, for the due payment and performance of the Secured Obligations of the Company, and subject to the exceptions in Section 2.9, 2.10, 2.11 and 2.12, the Company hereby mortgages, charges and grants a security interest in all of the Company’s present and after-acquired personal property and real property to and in favour of the Secured Party and without limitation:

- (a) grants, assigns, conveys, hypothecates, mortgages and charges the following assets as and by way of a fixed and specific mortgage and charge to and in favour of the Secured Party:
  - (i) all freehold, real or immovable property in which the Company now or hereafter has rights, together with all buildings, erections and fixtures now or hereafter constructed, erected or installed thereon;
  - (ii) all leasehold real or immovable property in which the Company now or hereafter has rights, together with all buildings, erections and fixtures now or hereafter constructed, erected or installed thereon;
  - (iii) all rights to the assets referred to in clauses (i) and (ii) above and clause (iv) below and related benefits, easements, franchises, immunities, licences, privileges, rights of way, undersurface rights, servitudes, and other interests appertaining thereto or connected therewith; and

- (iv) all Proceeds and Replacements of or to assets referred to in clauses (i), (ii) and (iii) above and this Clause (iv) (other than Proceeds or Replacements comprised of Unlimited Liability Shares, Security Entitlements to Unlimited Liability Shares and general partnership interests which shall be subject to the security interest granted under paragraph (c) below), including all rights thereto;
- (b) charges, mortgages, hypothecs, pledges and assigns and grants a security interest in the following assets as and by way of a fixed and specific security to and in favour of the Secured Party:
  - (i) Accounts;
  - (ii) Any right to payment under a mortgage, charge or lease of real property in which the Company now or hereafter has rights, excluding the Company's rights in the associated real property;
  - (iii) Chattel Paper;
  - (iv) Documents of Title;
  - (v) Equipment;
  - (vi) Instruments;
  - (vii) Intangibles;
  - (viii) Inventory;
  - (ix) Investment Property (other than Unlimited Liability Shares, Security Entitlements to Unlimited Liability Shares and general partnership interests);
  - (x) Money;
  - (xi) Records;
  - (xii) all insurance policies in which the Company now or hereafter has rights;
  - (xiii) the business, undertakings and goodwill of the Company;
  - (xiv) all rights of the Company to the property referred to in clauses (i) to (xiii) inclusive above and Clause (xv) below; and
  - (xv) all Proceeds and Replacements (other than Proceeds or Replacements comprised of Unlimited Liability Shares, Security Entitlements to Unlimited Liability Shares and general partnership interests which shall be subject to the security interest granted under paragraph (c) below) of or to

property referred to in Clauses (i) to (xiv) inclusive above or this Clause (xv), including all rights thereto;

- (c) grants a security interest in the following assets as and by way of a fixed and specific security in favour of the Secured Party:
  - (i) Unlimited Liability Shares and Security Entitlements to Unlimited Liability Shares;
  - (ii) general partnership interests; and
  - (iii) all rights of the Company to the property referred to in Clauses (i) and (ii) above and Clause (iv) below; and
  - (iv) all Proceeds and Replacements of or to property referred to in Clauses (i), (ii) and (iii) above and this Clause (iv) that are Unlimited Liability Shares or Security Entitlements to Unlimited Liability Shares, including all rights thereto; and
  
- (d) grants a security interest in the following property, and grants, assigns, conveys, mortgages and charges the following property as and by way of a floating charge to and in favour of the Secured Party:
  - (i) the business, undertakings and goodwill of the Company and all personal property, tangible and intangible, of whatever nature and kind in which the Company now or hereafter has rights, its uncalled capital (if any) and all its present and future revenues, save and except such assets as are validly and effectively subject to the fixed and specific security created by paragraphs (a), (b) and (c) above;
  - (ii) all rights of the Company to the property referred to in Clause (i) above and Clause (iii) below; and
  - (iii) all Proceeds and Replacements (other than Proceeds or Replacements comprised of Unlimited Liability Shares, Security Entitlements to Unlimited Liability Shares or general partnership interests which shall be subject to the security interest granted under paragraph (c) above only) of or to property referred to in Clauses (i) and (ii) above or this Clause (iii), including all rights thereto.

## **2.2 Attachment**

The Company agrees that value has been given, that the Company and the Secured Party have not agreed to postpone the time for attachment of the Security and that the Security is intended to attach, as to all of the Collateral in which the Company now has rights, when the Company executes this Agreement, and, as to all Collateral in which the Company only has rights after the execution of this Agreement, when the Company first has such rights. For

certainty, the Company confirms and agrees that the Security is intended to attach to all present and future Collateral of the Company and each successor of the Company.

### **2.3 Habendum**

The Secured Party agrees to hold the Collateral for the benefit of itself, any Receiver and the Holders to be dealt with in the manner provided for in this Agreement.

### **2.4 Duty of Care**

The Secured Party shall not have any duty of care to the Company with respect to Collateral in physical form which is delivered to the Secured Party to be held by it pursuant to this Agreement, other than to use the same degree of care in the physical custody and physical preservation of such Collateral as it would with its own physical property of like nature. The Secured Party shall have no obligation to (a) take any action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to the Collateral or (b) take any necessary actions required to preserve rights against any persons with respect to Collateral.

### **2.5 Disposals of Collateral**

So long as no Event of Default has occurred and is continuing, the Company may, provided to do so is not contrary to any provision hereof, dispose of and otherwise deal with the Collateral in the ordinary course of its business and for the purpose of carrying on such business. All Proceeds, including all rights of the Company as vendor, consignor or lessor and all resulting Accounts, shall be subject to the Security.

### **2.6 Proceeds Held in Trust**

If an Event of Default has occurred and is continuing, the Company shall receive and hold all Proceeds (other than Proceeds or Replacements comprised of Unlimited Liability Shares, Security Entitlements to Unlimited Liability Shares or general partnership interests which shall be subject to the security interest only granted under Section 2.1(c) above only) in trust for the benefit of the Secured Party, any Receiver and the Holders, separate and apart from other monies, instruments or property, and shall forthwith endorse as necessary and pay over or deliver them to the Secured Party to be dealt with in the manner provided for in this Agreement.

### **2.7 Account Debtors**

If an Event of Default has occurred and is continuing, the Secured Party may require any account debtor of the Company to make payment directly to the Secured Party and the Secured Party may hold all amounts acquired from any such account debtors and any Proceeds as part of the Collateral to be dealt with in the manner provided for in this Agreement.

### **2.8 Securities**

- (a) Contemporaneously with the execution and delivery of this Agreement (with respect to any Subsidiary Securities in which the Company now has rights) and within five (5) Business Days of the Company first having rights in any

Subsidiary Securities in which the Company hereafter acquires rights (with respect to Subsidiary Securities in which the Company only has rights after the execution and delivery of this Agreement), the Company shall:

- (i) physically deliver to the Secured Party each certificated Subsidiary Security that is in bearer form;
- (ii) physically deliver to the Secured Party each certificated Subsidiary Security that is in registered form and
  - (A) except in the case of Unlimited Liability Shares, either (as the Secured Party shall direct) endorse the Subsidiary Security certificate to the Secured Party or in blank by an effective endorsement; or
  - (B) in the case of Unlimited Liability Shares, endorse the Subsidiary Security certificate in blank; and
- (iii) except for Unlimited Liability Shares and Security Entitlements to Unlimited Liability Shares, cause the issuer of each uncertificated Subsidiary Security to agree with the Secured Party that such issuer will comply with the instructions originated by the Secured Party without the further consent of the Company or any other entitlement holder or person;

Any Subsidiary Security held or controlled by the Secured Party pursuant to the foregoing provisions of this Subsection 2.8(a) shall be held as Collateral under this Agreement to be dealt with in the manner provided for in this Agreement.

- (b) Subject to Subsection 2.8(c), all rights conferred by statute or otherwise upon a registered holder of Subsidiary Security shall:
  - (i) with respect to any Securities held directly by the Secured Party or its representative, be exercised as the Company may direct and for this purpose, the Secured Party shall, promptly upon the request of the Company, execute and deliver to the Company all such proxies and powers of attorney as the Company may reasonably request for the purpose of enabling the Company to exercise the rights and powers that it is entitled to exercise pursuant to this Section 2.8(b)(i); and
  - (ii) with respect to any Subsidiary Security held directly by the Company or its representatives, be exercised by the Company.
- (c) With respect to the Company's rights relating to any Subsidiary Security:
  - (i) such rights shall not be exercised in any manner which is reasonably likely to be inconsistent with the rights intended to be conferred on the Secured Party by or pursuant to this Agreement;

- (ii) the Company shall not, without the prior written consent of the Secured Party or unless permitted under the Notes or the Subordination, Intercreditor and Collateral Agency Agreement, by the exercise of any of such rights or otherwise, permit or agree to any variation of the rights attached to or conferred by any Subsidiary Security, participate in any rights issue, elect to receive or vote in favour of receiving any dividends other than in the form of cash or participate in any vote concerning a dissolution, liquidation or winding-up of an issuer of any Subsidiary Security pursuant to its incorporating statute (or any similar proceeding), other than as expressly permitted by written agreement with the Secured Party;
- (iii) unless and until an Event of Default has occurred and is continuing, the Company shall be entitled to receive and retain any cash dividends paid on the securities and any Proceeds derived from any sale of any Subsidiary Security; and
- (iv) after the occurrence of an Event of Default and while it is continuing (and without any consent or authority on the part of the Company), the Secured Party or any of its representatives may at the Secured Party's discretion (in the name of the Company or otherwise) exercise or cause to be exercised in respect of any Subsidiary Security (other than any Subsidiary Security comprised of Unlimited Liability Shares) any voting rights or rights to receive dividends, interest, principal or other payments of money, as the case may be, forming part of any Subsidiary Security and all other rights conferred on or exercisable by the bearer or holder thereof.

## **2.9 Unlimited Liability Shares**

Notwithstanding any provisions to the contrary contained in this Agreement or any other document or agreement among all or some of the parties hereto, the Company is the sole registered and beneficial owner of each Unlimited Liability Share or Security Entitlement to Unlimited Liability Share subject to the Security and will remain so until such time as such Unlimited Liability Share or Security Entitlement to Unlimited Liability Share is effectively transferred into the name of the Secured Party or another person on the books and records of the Unlimited Company issuer thereof. Accordingly, the Company shall be entitled to receive and retain for its own account any dividend on or other distribution, if any, in respect of such Unlimited Liability Shares (except insofar as the Company has granted a security interest in such dividend or other distribution in favour of the Secured Party hereunder, and any Securities which constitute Collateral shall be delivered forthwith upon receipt by the Company to the Secured Party to hold as Collateral hereunder) and shall have the right to vote such Unlimited Liability Shares and to control the direction, management and policies of the issuer Unlimited Company to the same extent as the Company would if such Unlimited Liability Shares were not subject to the Security. Nothing in this Agreement or any other document or agreement among all or some of the parties hereto is intended to, and nothing in this Agreement or any other document or agreement among all or some of the parties hereto shall, constitute the Secured Party or any person other than the Company, a member of any Unlimited Company for the purposes of any

applicable governing statute of such Unlimited Company until such time as notice is given to the Company (and not revoked) as provided herein and further steps are taken thereunder so as to register the Secured Party or such other person as holder of such Unlimited Liability Shares. To the extent any provision hereof would have the effect of constituting the Secured Party as a member of the Unlimited Company issuer, such provision shall be severed therefrom and ineffective without otherwise invalidating or rendering unenforceable this Agreement or such provision insofar as it relates to property which is not Unlimited Liability Shares. Except upon the exercise of rights to sell or otherwise dispose of Unlimited Liability Shares following the occurrence of an Event of Default, while it is continuing and upon the Secured Party giving notice (which has not been revoked) as provided herein, the Company shall not cause, permit or enable any Unlimited Company issuer to cause, permit, or enable the Secured Party to:

- (a) be registered as a shareholder or member of the Unlimited Company;
- (b) have any notation entered in its favour in the share register in respect of Unlimited Liability Shares;
- (c) hold the Secured Party, any Receiver or the Holders out as a shareholder or member of an Unlimited Company;
- (d) act or purport to act as a member of an Unlimited Company, or obtain, exercise or attempt to exercise any rights of a shareholder or member, of the Unlimited Company;
- (e) be held out as shareholder or member of the Unlimited Company;
- (f) receive, directly or indirectly, any dividends, property or other distributions from the Unlimited Company by reason of the Secured Party holding a security interest in the Unlimited Liability Shares; or
- (g) act as a shareholder or member of the Unlimited Company, or exercise any rights of a shareholder or member including the right to attend a meeting of, or to vote the shares of, an Unlimited Company or to be entitled to receive or receive any distribution in respect of Unlimited Liability Shares.

The foregoing limitation shall not restrict the Secured Party from exercising the rights which it is entitled to exercise hereunder in respect of any Collateral constituting Unlimited Liability Shares or Security Entitlements to Unlimited Liability Shares at any time that the Secured Party shall be entitled to enforce the Security and realize on all or any portion of the Collateral pursuant to the Security; provided that no such rights may be exercised other than in the course of realization of the Security.

## **2.10 General Partnership Interests**

Notwithstanding any provision to the contrary contained in this Agreement or any other agreement or document among all or some of the parties hereto, each applicable Company is the sole registered and beneficial owner of each interest held by it in any general partnership and general partnership interest in any limited partnership subject to the Security and will remain

so until such time as such interest is effectively transferred into the name of another person on the books and records of the issuer thereof. To the extent any provision hereof would have the effect of constituting the Secured Party, any Receiver or the Holders as a general partner of any limited or general partnership, such provision shall be severed herefrom and ineffective without otherwise invalidating or rendering unenforceable this Agreement or such provision insofar as it relates to property which is not such a general partner interest in a partnership.

## **2.11 Leases**

The last day of the term of any lease, oral or written, or any agreement therefor, now held or hereafter acquired by the Company shall be excepted from the Security and shall not form part of the Collateral but the Company shall stand possessed of such one day remaining upon trust to assign and dispose of the same as the Secured Party directs. If any such lease or agreement therefor contains a provision which provides in effect that such lease or agreement may not be assigned, sub-leased, charged or made the subject of any Lien without the consent of the lessor, the application of the Security to any such lease or agreement shall be conditional upon such consent being obtained.

## **2.12 Restricted Rights**

- (a) Notwithstanding anything to the contrary contained in any other provision of this Agreement, if the Company cannot lawfully grant the Security in any agreement, right, franchise, equipment lease or sublease, Intellectual Property right or Licence or in any rights therein or thereto in which it now or hereafter has rights, or in any goods subject to any agreement, right, franchise, equipment lease or sublease, Intellectual Property right or Licence in which it now or hereafter has rights, (“**Restricted Rights**” and “**Restricted Goods**”, respectively) because the terms of such Restricted Rights prohibit or restrict such Security, the Restricted Rights require the consent of any person which has not been obtained or the grant of such Security in the Restricted Rights or Restricted Goods would contravene or is void under any applicable statute or regulation, result in a material loss and expense to the Company or (in the judgment of the Secured Party) materially adversely affect the Security in any material way in any other Collateral, those Restricted Rights or, as the case may be, Restricted Goods, shall not, to the extent it would be illegal, void, result in a material loss and expense to the Company or materially adversely affect the Security in any material way in other Collateral (each, a “**Prescribed Right**”), be subject to the Security (save to the extent provided below) unless and until such agreements, consents, waivers and approvals as may be required to avoid such illegality, voidness, material loss and expense or material adverse effect have been obtained (“**Required Approvals**”). The Security shall nonetheless immediately attach to any rights of the Company arising under, by reason of, or otherwise in respect of such Prescribed Right, such as the right to receive payments thereunder and all Proceeds and Replacements of the Prescribed Right (“**Related Rights**”), if (i) and to the extent and as at the time such attachment to the Related Rights is not illegal, void, would not result in a material loss and expense to the Company or materially adversely affect the Security in any material way in any other Collateral, (ii) all necessary Required

Approvals are obtained, (iii) such prohibition or restriction is not enforceable against third parties such as the Secured Party or (iv) an Event of Default occurs.

- (b) To the extent permitted by applicable statute or regulation, the Company will hold in trust for the Secured Party, any Receiver and the Holders, and provide them with the benefits of, each Restricted Right and Restricted Goods and following the occurrence of an Event of Default and while it is continuing, will enforce all Prescribed Rights at the direction of the Secured Party or at the direction of such other person (including any purchaser of Collateral from the Secured Party or any Receiver) as the Secured Party may designate; provided that until the Security becomes enforceable, the Company shall be entitled to receive all proceeds relating to the Restricted Rights and Restricted Goods, subject to the Security.

### **2.13 Consumer Goods**

The Company shall ensure that Collateral does not and shall at no time include consumer goods.

### **2.14 Revisions to Schedules**

The Company shall revise and provide the Secured Party with updated Schedules hereto from time to time to ensure that the representations and warranties relative thereto made by the Company are true, accurate and complete at all times so far as is reasonably practicable. Any such updated Schedule, if provided within thirty (30) days of the date any change requiring the delivery of such updated Schedule takes place, shall take effect as of, and from the date of such change.

### **2.15 Registration**

The Secured Party may register, file and record the Security or this Agreement or notice thereof, on behalf of the Secured Party, at all proper offices where, in the opinion of the Secured Party's legal counsel, such registration, filing or recording may be necessary or advantageous to create, perfect, preserve or protect the Security in the Collateral and its priority.

## **ARTICLE 3 REPRESENTATIONS AND WARRANTIES**

The Company represents and warrants to and in favour of the Secured Party as follows:

### **3.1 Locations of Collateral**

The registered office, places of business, chief executive office, principal place of residence and location of the Company (within the meaning assigned in Section 7(1) of the PPSA of the Province of Ontario or comparable provision of any other applicable PPSA) and the locations of the Collateral, including its Records relating thereto, are listed in Schedule 3.1.

### **3.2 Subsidiary Securities**

Schedule 3.2 includes a complete list of all Subsidiary Securities in which the Company has rights.

### **3.3 Reliance and Survival**

All representations and warranties of the Company made herein or in any certificate or other document delivered by or on behalf of the Company to the Secured Party are material, shall survive the execution and delivery of this Agreement and shall continue in full force and effect until the Secured Obligations are paid in full. The Secured Party, any Receiver and the Holders shall be deemed to have relied upon each such representation and warranty notwithstanding any investigation made by or on behalf of the Secured Party at any time.

## **ARTICLE 4 COVENANTS OF THE COMPANY**

### **4.1 Payment of Secured Obligations**

The Company shall punctually pay and perform the Secured Obligations as and when due in accordance with their respective terms.

### **4.2 Liens**

The Company shall keep the Collateral free and clear at all times from Liens, except Permitted Liens, and shall defend the title to the Collateral against all persons as any prudent owner of Collateral would do. The foregoing shall not in any way prevent the Secured Party from, at any time, contesting the validity, enforceability or priority of any Lien. No Lien shall be entitled to priority over the Security, except to the extent that it is entitled to such priority as a purchase-money security interest under the PPSA or pursuant to an agreement signed by the Secured Party. Nothing in this Agreement is intended to create any rights (including subordination rights or any release of Security) in favour of any person other than the Secured Party, any Receiver or the Holders.

### **4.3 Preservation of Collateral**

No Company will perform or omit to perform any act which would constitute or result in an act, event or omission which could reasonably be expected to render any Security invalid, ineffective, unperfected or subordinate to the interests of any other person in any material way or reduce or impair the value of the Collateral in any material way (other than any reduction in such value arising by reason of (i) disposals of any assets of the Company, (ii) disposals of any Collateral of any issuer or (iii) distributions on Collateral, in each case, to the extent permitted by this Agreement).

### **4.4 Insurance**

The Company shall insure the Collateral as any prudent owner of like Collateral and like business in like locations would do. If the Company fails to obtain and maintain any

such insurance, the Secured Party or any Receiver may do so and the Company shall forthwith upon demand reimburse the Secured Party or the Receiver for all its disbursements, costs and expenses so incurred.

#### **4.5 Further Assurances**

The Company shall at all times do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, transfers, mortgages, pledges, charges, assignments, documents and assurances as the Secured Party may reasonably require in order to give effect to the provisions of this Agreement and for the better securing or perfecting the Security and the priority accorded to the Security intended under the Secured Documents or this Agreement. Subject to Sections 2.9, 2.10, 2.11 and 2.12, upon the request of the Secured Party, the Company shall specifically mortgage, pledge, charge, grant a security interest in, or assign in favour of the Secured Party any Collateral in which the Company now or hereafter has rights and shall execute all documents reasonably required by the Secured Party in connection therewith. The Company constitutes and appoints the Secured Party to be its attorney with full power of substitution to do on the Company's behalf anything that the Company can lawfully do by an attorney, including to do, make and execute all such assignments, documents, acts, matters or things, with the right to use the name of the Company, whenever and wherever it deems necessary or expedient and to carry out the Company's obligations under this Agreement. Such power of attorney, being granted by way of security and coupled with an interest, is irrevocable until the Secured Obligations of the Company are paid in full. Such power of attorney shall not be exercisable by the Secured Party (a) unless an Event of Default has occurred and it is continuing or (b) unless the Secured Party has requested the Company to take any action required pursuant to this Section 4.5 and the Company has failed to do so within three (3) Business Days of such request.

#### **4.6 Notice of Change**

The Company shall notify the Secured Party in writing at least ten (10) Business Days prior to (a) any change of name, or the adoption of a French or combined English/French or French/English form of the name, of the Company, (b) any transfer of the Company's interest in any Collateral not expressly permitted hereunder, (c) any change in or addition to the location of any Collateral from those locations referred to in Section 3.1 or (d) any change in the jurisdiction where (A) the Company is incorporated, formed or continuing or is located (within the meaning assigned in Section 7(3) of the PPSA of the Province of Ontario or comparable provision of any other applicable PPSA) or (B) where the registered office, chief executive office or principal place of residence of the Company is located.

#### **4.7 Costs**

The Company shall forthwith reimburse the Secured Party, on demand and on a full indemnity basis, for all documented reasonable interest, commissions, costs of realization and other costs and expenses (including documented reasonable legal fees and expenses on a full indemnity basis) incurred by the Secured Party or any Receiver in connection with the enforcement of this Agreement and the enforcement of the Security, including those arising in

connection with the realization, disposition of, retention, protection or collection of any Collateral and the protection or enforcement of the rights of the Secured Party or any Receiver.

#### **4.8 Reimbursements as Secured Obligations**

All amounts for which the Company is required hereunder to reimburse the Secured Party or any Receiver pursuant to this Agreement shall, from the date of disbursement by the Secured Party or the Receiver until the date the Secured Party or such Receiver receives reimbursement, be deemed advanced to the Company by the Secured Party or such Receiver, as the case may be, on the faith and security of this Agreement, shall be deemed to be Secured Obligations secured by the Security and shall bear interest from the date of disbursement, compounded and payable monthly, both before and after demand, default and judgment, until payment of such amount is paid in full to the Secured Party or Receiver at the Default Rate.

### **ARTICLE 5 DEFAULT**

#### **5.1 Default**

Whenever any Event of Default has occurred and is continuing, unless the Secured Party notifies the Company to the contrary and subject to such terms and conditions as may be contained in such notice, a default shall be deemed to have occurred under this Agreement and the Security shall become immediately crystallized and enforceable without the necessity for any further action or notice by the Secured Party, except that no Security over Unlimited Liability Shares, Security Entitlements to Unlimited Liability Shares or general partnership interests shall be enforceable without notice in writing from the Secured Party to the Company that specifically identifies the Unlimited Liability Shares, Security Entitlements to Unlimited Liability Shares or general partnership interests and the intention of the Secured Party to enforce its Security therein, which notice has not been revoked.

#### **5.2 Security Enforceable**

The fact that this Agreement provides for defaults and rights of acceleration shall not derogate from the demand nature of any Secured Obligation payable on demand.

#### **5.3 Waiver**

The Secured Party may waive any default or any breach by the Company of any of the provisions of this Agreement. No waiver, however, shall be deemed to extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived, and no act or omission by the Secured Party shall extend to, or be taken in any manner whatsoever to affect, any subsequent breach or default or the rights of the Secured Party arising therefrom. Any such waiver must be in writing and signed by the Secured Party to be effective. No failure on the part of the Secured Party to exercise, and no delay by the Secured Party in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

## **ARTICLE 6 REMEDIES ON DEFAULT**

### **6.1 Remedies of Secured Party**

If the Security becomes enforceable in accordance with Article 5, the Secured Party shall have the rights set out in this Article 6.

### **6.2 Right to Appoint a Receiver**

The Secured Party may appoint by instrument in writing one or more Receivers of the Company or Collateral. Any such Receiver shall have such of the rights set out in this Article 6 as are conferred on such Receiver in the instrument or order appointing such Receiver. In exercising such rights, any Receiver shall act as and for all purposes shall be deemed to be the agent of the Company and no Secured Party or Holder shall be responsible for any act or default of any Receiver. The Secured Party may remove any Receiver and appoint another from time to time. An officer or employee of the Secured Party may be appointed as a Receiver. Except to the extent applicable law otherwise requires, no Receiver appointed by the Secured Party need be appointed by, nor need its appointment be ratified by, or its actions in any way supervised by, a court. If two or more Receivers are appointed to act concurrently, they shall, unless otherwise expressly provided in the instrument or order appointing them, so act severally and not jointly and severally. The appointment of any Receiver or anything done by a Receiver or the removal or termination of any Receiver shall not have the effect of constituting the Secured Party, any Receiver or the Holders a mortgagee in possession in respect of the Collateral.

### **6.3 Rights of a Receiver**

Any Receiver appointed by the Secured Party shall have such of the following rights as are conferred on such Receiver in the instrument or order appointing such Receiver:

- (a) *Power of Entry.* Any Receiver may at any time enter upon any premises owned, leased or otherwise occupied by the Company or where any Collateral is located to take possession of, disable or remove any Collateral, and may use whatever means the Receiver considers advisable to do so.
- (b) *Right to Possession.* Any Receiver shall be entitled to immediate possession of Collateral and the Company shall forthwith upon demand by any Receiver deliver up possession to a Receiver of any Collateral.
- (c) *Power of Sale.*
  - (i) Any Receiver may sell, lease, consign, licence, assign or otherwise dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are hereby waived by the Company to the extent permitted by applicable law. Any Receiver may, at its discretion, establish the terms of such disposition, including terms and conditions as to credit, upset, reserve bid or price. All payments made pursuant to such dispositions shall be

credited against the Secured Obligations only as they are actually received. Any Receiver may buy in, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any loss occasioned thereby. Any such disposition may take place whether or not the Receiver has taken possession of the Collateral. The exercise by the Receiver of any power of sale does not preclude the Receiver from further exercise of its power of sale in accordance with this Clause.

- (ii) The Company agrees that any Receiver may, in its discretion, approach a restricted number of potential purchasers to effect any sale of any Securities comprised in the Collateral pursuant to Subsection 6.3(c)(i) and that a sale under such circumstances may yield a lower price for Collateral than would otherwise be obtainable if the same were registered and sold in the open market. The Company agrees that:
  - (A) in the event any Receiver shall so sell Collateral at such private sale or sales, the Receiver shall have the right to rely upon the advice and opinion of any person who regularly deals in or evaluates Securities of the type constituting the Collateral as to the best price obtainable in a commercially reasonable manner; and
  - (B) such reliance shall be conclusive evidence that the Receiver handled such matter in a commercially reasonable manner.
- (d) *Carrying on Business.* Any Receiver may carry on, or concur in the carrying on of, any of the business or undertaking of the Company and may, to the exclusion of all others, including the Company, enter upon, occupy and use any of the premises, buildings, plant and undertaking of or occupied or used by the Company and may use any of the Equipment and Intangibles of the Company for such time and such purposes as the Receiver sees fit. No Receiver shall be liable to the Company for any negligence in so doing or in respect of any rent, charges, costs, depreciation or damages in connection with any such action.
- (e) *Pay Liens.* Any Receiver may pay any liability secured by any actual or threatened Lien against any Collateral. A Receiver may borrow money for the maintenance, preservation or protection of any Collateral or for carrying on any of the business or undertaking of the Company and may grant Liens in any Collateral in priority to the Security as security for the money so borrowed. Such Company will forthwith on demand reimburse the Receiver for all such payments and borrowings.
- (f) *Dealing with Collateral.* Any Receiver may seize, collect, realize, dispose of, enforce, release to third parties or otherwise deal with any Collateral in such manner, upon such terms and conditions and at such time as it deems advisable without notice to the Company (except as otherwise required by applicable law), and may charge on its own behalf and pay to others its costs and expenses

(including legal, Receiver's and accounting fees and expenses on a full indemnity basis) incurred in connection with such actions. Such Company will forthwith upon demand reimburse the Receiver for all such costs or expenses.

- (g) *Dealing with Leases.* Any Receiver, for the purpose of vesting the one day residue of the term of any leasehold interest or renewal thereof in any purchaser, shall be entitled by deed or writing to appoint such purchaser or any other person as a new trustee of the aforesaid residue of any such term or renewal thereof in the place and stead of the Company and to vest the same accordingly in such new trustee so appointed free from any obligation respecting the same.
- (h) *Powers re Collateral.* Any Receiver may have, enjoy and exercise all of the rights of and enjoyed by the Company with respect to the Collateral or incidental, ancillary, attaching or deriving from the ownership by the Company of the Collateral, including the right to enter into agreements pertaining to Collateral, the right to commence or continue proceedings to preserve or protect Collateral and the right to grant or agree to Liens and grant or reserve *profits à prendre*, easements, rights of ways, rights in the nature of easements and licences over or pertaining to the whole or any part of the Collateral.
- (i) *Retain Services.* Any Receiver may retain the services of such real estate brokers and agents, lawyers, accountants, appraisers and other consultants as the Receiver may deem necessary or desirable in connection with anything done or to be done by the Receiver or with any of the rights of the Receiver set out herein and pay their commissions, fees and disbursements (which payment shall constitute part of the Receiver's disbursements reimbursable by the Company hereunder). The Company shall forthwith on demand reimburse the Receiver for all such payments.
- (j) *Licence of Intellectual Property.* The Company hereby grants to the Secured Party and any Receiver an irrevocable, non-exclusive licence or other right to use, licence, or sublicense (without payment of any royalty or other compensation to the Company or any other person) after an Event of Default has occurred and for so long as it is continuing any or all of the Company's Intellectual Property, computing hardware, brochures, promotional and advertising materials, labels, packaging materials, and other property in connection with the advertising for sale or lease, marketing, selling, leasing, liquidating, collecting, completing manufacture of, or otherwise exercising any rights or remedies with respect to, any Collateral, including in such licence reasonable access to all media in which any of the licenced items may be recorded or stored and to all computer programs used for the compilation or printout thereof. The Company's rights and interests in and to any Intellectual Property shall inure to the benefit of the Secured Party and any Receiver. Nothing contained herein is intended, or shall be construed, to limit the exercise of the Secured Party's rights and remedies respecting such Intellectual Property and other property, to the extent constituting Collateral.

#### **6.4 Right to have Court Appoint a Receiver**

The Secured Party may, at any time, apply to a court of competent jurisdiction for the appointment of a Receiver, or other official, who may have powers the same as, greater or lesser than, or otherwise different from, those capable of being granted to a Receiver appointed by the Secured Party pursuant to this Agreement.

#### **6.5 Secured Party may exercise rights of a Receiver**

In lieu of, or in addition to, exercising its rights under Sections 6.3 and 6.4 and to the extent permitted by applicable law, but subject to Section 2.9, the Secured Party has, and may exercise, any of the rights which are capable of being granted to a Receiver appointed by the Secured Party pursuant to this Agreement. Notwithstanding any provisions to the contrary contained in this Agreement, only the Secured Party, and not the Receiver (other than a court-appointed Receiver), shall have the right to exercise the rights of a Receiver with respect to Unlimited Liability Shares, Security Entitlements to Unlimited Liability Shares and general partnership interests.

#### **6.6 Retention of Collateral**

To the extent permitted by applicable law, the Secured Party may elect to retain any Collateral in satisfaction of the Secured Obligations of the Company. The Secured Party may designate any part of the Secured Obligations to be satisfied by the retention of particular Collateral which the Secured Party considers to have a net realizable value approximating the amount of the designated part of the Secured Obligations, in which case only the designated part of the Secured Obligations shall be deemed to be satisfied by the retention of the particular Collateral.

#### **6.7 Limitation of Liability**

Subject to applicable law, the Secured Party, the Receiver and the Holders shall not be liable or accountable for any failure of the Secured Party or any Receiver to seize, collect, realize, dispose of, enforce or otherwise deal with any Collateral nor shall any of them be bound to institute proceedings for any such purposes or for the purpose of preserving any rights of the Secured Party, the Company or any other person in respect of any Collateral. None of the Secured Party, the Receiver or the Holders shall be liable or responsible for any loss and expense whatever which may accrue in consequence of any such failure, except to the extent of any losses and expenses that are determined by a final judgment binding on such Secured Party, Receiver or Holder to have directly resulted from the gross negligence or wilful misconduct of such Secured Party, Receiver or Holder. If any Receiver or the Secured Party takes possession of any Collateral, none of the Secured Party, any Receiver or any Holder shall have any liability as a mortgagee in possession or be accountable for anything except actual receipts.

#### **6.8 Extensions of Time**

The Secured Party and any Receiver may grant renewals, extensions of time and other indulgences, take and give up Liens, accept compositions, grant releases and discharges, perfect or fail to perfect any Liens, release any Collateral to third parties and otherwise deal or

fail to deal with the Company, debtors of the Company, guarantors, sureties and others and with any Collateral and other Liens as the Secured Party may see fit, all without prejudice to the liability of the Company to the Secured Party or the rights of the Secured Party and any Receiver under this Agreement.

#### **6.9 Set-Off, Combination of Accounts and Crossclaims**

The Secured Obligations will be paid by the Company without regard to any equities between the Company and the Secured Party, any Receiver or any Holder or any right of set-off or cross-claim. Any indebtedness owing by the Secured Party, any Receiver or any Holder to the Company, direct or indirect, extended or renewed, actual or contingent, mutual or not, may be set off or applied against, or combined with, the Secured Obligations by the Secured Party, any Receiver or any Holder, at any time either before or after maturity, without demand upon or notice to anyone and the terms of such indebtedness shall be changed hereby to the extent necessary to permit such set-off, application and combination.

#### **6.10 Deficiency**

If the proceeds of the realization of any Collateral are insufficient to repay all liquidated Secured Obligations, the Company shall forthwith pay or cause to be paid to the Secured Party such deficiency.

#### **6.11 Validity of Sale**

No person dealing with the Secured Party or any Receiver or with any representative of the Secured Party or any Receiver shall be concerned to inquire whether the Security has become enforceable, whether any right of the Secured Party or any Receiver has become exercisable, whether any Secured Obligations remain outstanding or otherwise as to the propriety or regularity of any dealing by the Secured Party or any Receiver with any Collateral or to see to the application of any money paid to the Secured Party or any Receiver, and in the absence of fraud on the part of such person such dealings shall be deemed, as regards such person, to be within the rights hereby conferred and to be valid and effective accordingly.

#### **6.12 Secured Party and Receiver Not Obligated to Preserve Third Party Interests**

To the extent that any Collateral constitutes an Instrument or Chattel Paper, neither the Secured Party nor any Receiver shall be obliged to take any steps to preserve rights against prior parties in respect of any such Instrument or Chattel Paper.

#### **6.13 No Marshalling**

The Company hereby waives any rights it may have under applicable law to assert the doctrine of marshalling or to otherwise require the Secured Party or any Receiver to marshal any Collateral or any other collateral of the Company or any other person for the benefit of the Company.

#### **6.14 Secured Party or Receiver may Perform**

If the Company fails to perform any Secured Obligations, without limiting any other provision hereof, the Secured Party or any Receiver may perform those Secured Obligations as attorney for the Company in accordance with Section 4.5. The Company shall remain liable under each Restricted Right and each agreement and Licence to which it is party or by which it or any of its property is bound and shall perform all of its obligations thereunder, and shall not be released from any of its obligations under any such Restricted Right, agreement or Licence by the exercise of any rights by the Secured Party or any Receiver. Neither the Secured Party nor any Receiver shall have any obligation under any such Restricted Right, agreement or Licence, by reason of this Agreement, nor shall the Secured Party or any Receiver be obliged to perform any of the obligations of the Company thereunder or to take any action to collect or enforce any claim made subject to the security of this Agreement. The rights conferred on the Secured Party and any Receiver under this Agreement are for the purpose of protecting the Security in the Collateral and shall not impose any obligation upon the Secured Party or any Receiver to exercise any such rights.

#### **6.15 Effect of Appointment of Receiver**

As soon as the Secured Party takes possession of any Collateral or appoints a Receiver over any Collateral, all rights of each of the representatives of the Company with respect to that Collateral shall cease, unless specifically continued by the written consent of the Secured Party or the Receiver.

#### **6.16 Rights in Addition**

The rights conferred by this Article 6 are in addition to, and not in substitution for, any other rights the Secured Party, any Receiver or any Holder may have under this Agreement, at law, in equity or by or under applicable law or any Note or other agreement. The Secured Party may proceed by way of any proceeding at law or in equity, including (a) the right to take proceedings in any court of competent jurisdiction for the sale or foreclosure of the Collateral and (b) filing proofs of claim and other documentation to establish the claims of any the Secured Party, any Receiver or any Holder in any proceeding relating to the Company. No right of the Secured Party or any Receiver shall be exclusive of or dependent on any other. Any such right may be exercised separately or in combination, and at any time. The exercise by the Secured Party or any Receiver of any right hereunder does not preclude the Secured Party or any Receiver from further exercise of such right in accordance with this Agreement.

#### **6.17 Application of Payments Against Secured Obligations**

Each Recovery received by the Secured Party shall, notwithstanding any appropriation by the Company, be appropriated by the Secured Party against such Secured Obligations as the Secured Party shall direct or as the Subordination, Intercreditor and Collateral Agency Agreement shall otherwise require, and the Secured Party shall have the right to change any appropriation at any time. If any Recovery is received or appropriated by the Secured Party in respect of Secured Obligations not yet due, they shall be credited to a cash collateral account opened by the Secured Party for such purpose in its own records of account, as the Secured Party

may in its discretion decide, and appropriated to the Secured Obligations when due or be otherwise dealt with in accordance with the terms of the Notes and the Subordination, Intercreditor and Collateral Agency Agreement.

## **ARTICLE 7 SUBORDINATION, INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT AND HOLDERS**

### **7.1 Holders**

Pursuant to the terms of the Subordination, Intercreditor and Collateral Agency Agreement, the Secured Party is appointed as collateral agent for the Holders to hold the Collateral pursuant to this Agreement for the rateable benefit of the Holders, subject to and upon the terms and conditions of this Agreement and the Subordination, Intercreditor and Collateral Agency Agreement.

### **7.2 Subordination, Intercreditor and Collateral Agency Agreement**

The Subordination, Intercreditor and Collateral Agency Agreement shall govern the rights and obligations amongst the Secured Parties and the Holders and the Company agrees to be bound thereby.

## **ARTICLE 8 GENERAL**

### **8.1 Security in Addition**

The Security does not replace or otherwise affect any existing or future Lien held by the Secured Party, any Receiver or any Holder. Neither the taking of any proceeding, judicial or extra-judicial, nor the refraining from so doing, nor any dealing with any other security for any Secured Obligations shall release or affect the Security. Neither the taking of any proceeding, judicial or extra-judicial, pursuant to this Agreement, nor the refraining from so doing, nor any dealing with any Collateral shall release or affect any of the other Liens held by the Secured Party, any Receiver or any Holder for the payment or performance of the Secured Obligations.

### **8.2 No Merger**

This Agreement shall not operate by way of a merger of the Secured Obligations or of any guarantee, agreement or document by which the Secured Obligations now or at any time hereafter may be represented or evidenced. Neither the taking of any judgment nor the exercise of any power of seizure or disposition shall extinguish the liability of the Company to pay and perform the Secured Obligations nor shall the acceptance of any payment or alternate security constitute or create any novation. No covenant, representation or warranty of the Company herein shall merge in any judgment.

### **8.3 Notices**

Any notice, demand, consent, approval or other communication to be made or given under or in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Subordination, Intercreditor and Collateral Agency Agreement.

### **8.4 Governing Law**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Ontario, including the federal laws of Canada applicable therein, but excluding choice of law rules.

### **8.5 Security Effective Immediately**

Neither the issuance nor registration of, nor any filings with respect to, this Agreement, nor any partial advance or extension of credit by the Secured Party or any Holder, shall bind the Secured Party or any Holder to advance any amounts, grant any credit or supply any financial services to the Company, but the Security shall take effect forthwith upon the execution and delivery of this Agreement by the Company to the Secured Party.

### **8.6 Entire Agreement**

There are no representations, warranties, covenants, agreements or acknowledgments whether direct or collateral, express or implied, that form part of or affect this Agreement or any Collateral, other than as expressed herein or in the Subordination, Intercreditor and Collateral Agency Agreement. The execution of this Agreement has not been induced by, nor does the Company rely upon or regard as material, any representations, warranties, conditions, other agreements or acknowledgments not expressly made in this Agreement, Subordination, Intercreditor and Collateral Agency Agreement and any other written agreement or other document to be delivered pursuant hereto or contemporaneously herewith.

### **8.7 Provisions Reasonable**

The Company acknowledges that the provisions of this Agreement and, in particular, those respecting rights of the Secured Party or any Receiver against the Company, its assets and any Collateral upon an Event of Default, are commercially reasonable and not manifestly unreasonable.

### **8.8 Successors and Assigns**

This Agreement and the rights and obligations of the Secured Party hereunder may be assigned and transferred by the Secured Party to any successor Secured Party appointed pursuant to the Subordination, Intercreditor and Collateral Agency Agreement and any such assignee and transferee shall be entitled to all of the rights and bound by all of the obligations of the Secured Party hereunder. The Company may not assign this Agreement or any right or obligation hereunder. This Agreement shall enure to the benefit of the Secured Party and its successors and assigns and shall be binding upon the Company, its legal representatives

(including receivers) and its successors. Each reference in this Agreement to any person (including the Company and any Secured Party, Holder or Receiver) shall (to the extent the context so admits) be construed so as to include the successors of that person and (in the case of the Secured Party, Holder or Receiver) the assigns of that person as permitted by the Subordination, Intercreditor and Collateral Agency Agreement.

## **8.9 Amalgamation**

The Company acknowledges and agrees that, in the event the Company amalgamates with any other corporation or corporations, it is the intention of the parties hereto that the term “Company” when used herein shall apply to each of the amalgamating corporations and to the amalgamated corporation, such that the Security granted by the Company hereby (a) shall extend to Collateral and other assets owned by each of the amalgamating corporations and the amalgamated corporation at the time of amalgamation and to any Collateral and other assets thereafter owned or acquired by the amalgamated corporation and (b) shall secure all Secured Obligations of each of the amalgamating corporations and the amalgamated corporation to the Secured Party, any Receiver and the Holders at the time of amalgamation and all Secured Obligations of the amalgamated corporation to the Secured Party, any Receiver and the Holders thereafter arising. The Security shall attach to all Collateral and other assets owned by each corporation amalgamating with the Company, and shall attach to all Collateral and other assets thereafter owned or acquired by the amalgamated corporation when such Collateral or other assets becomes owned or is acquired.

## **8.10 Statutory Waivers**

To the fullest extent permitted by applicable law, the Company waives all of the rights, benefits and protections given by the provisions of any existing or future statute which imposes limitations upon the rights of a secured party or upon the methods of realization of security, including any seize or sue or anti-deficiency statute or any similar provisions of any other statute. In particular, the Company agrees that *The Limitation of Civil Rights Act* of the Province of Saskatchewan shall not apply to this Agreement or any of the rights of any of the Secured Party or any Receiver hereunder.

## **8.11 Land Registration**

- (a) Covenants 1.v and 1.vi deemed to be included in a charge by subsection 7(1) of the *Land Registration Reform Act* (Ontario) are expressly excluded.
- (b) Covenant 1.vii deemed to be included in a charge by subsection 7(1) of the *Land Registration Reform Act* (Ontario) is expressly varied by providing that the Company or its successors and assigns will, before and after event of default, execute such assurances of the property herein described and do such other acts, at the Company’s expense, as may be reasonably required by the Secured Party.
- (c) Where a conflict exists between the terms of this Agreement and the Standard Charge Terms number referred to in any Charge/Mortgage of Land to which this Agreement may be annexed as a schedule for the purpose of registration in any

Land Registry Office, which terms are filed as such number in such Land Registry Office, the terms of this Agreement shall prevail.

### **8.12 Currency Conversion**

If the Secured Party receives any Recovery in a currency (the “**Recovered Amount**”) which is different than the currency in which any Secured Obligation is expressed (the “**Contract Currency**”), the Secured Party may convert the Recovered Amount to the Contract Currency at the rate of exchange which the Secured Party is able, acting in a reasonable manner and in good faith, to purchase the relevant amount of the Contract Currency. The amount of the Contract Currency resulting from any such conversion shall then be applied in accordance with the provisions of Section 6.17.

### **8.13 Reinstatement**

This Agreement and the Security shall remain in full force and effect and continue to be effective should an Insolvency Event in respect of the Company occur, and shall continue to be effective or be reinstated, as the case may be, if at any time payment of any Secured Obligation (a “**Challenged Payment**”) is, pursuant to any Insolvency Law, Fraudulent Conveyance Law or other applicable law or any order of any applicable court, rescinded or reduced in amount, or must otherwise be restored or returned by the Secured Party, any Receiver or the Holders, whether as a “voidable preference”, “fraudulent conveyance” or otherwise, all as though such Challenged Payment had not been made. In the event that any Challenged Payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and any Security which shall have been released or discharged in reliance upon such Challenged Payment having been made shall also be reinstated *nunc pro tunc*.

### **8.14 Limitation Period**

The Company agrees with the Secured Party to vary the limitation period under the *Limitations Act, 2002* (Ontario), other than one established by Section 15 of that Act, applicable to each Loan Document to which it is party and any claim thereunder to six (6) years.

### **8.15 Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by a final judgment of a court of competent jurisdiction binding upon the parties hereto, to the fullest extent permitted by applicable law, (a) in such jurisdiction that provision shall be deemed to be severed herefrom and the remaining provisions of this Agreement shall not be affected thereby but shall remain valid and enforceable and (b) such invalidity or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction. The Company shall, at the request of the Secured Party, negotiate in good faith with the Secured Party to replace any invalid or unenforceable provision contained in this Agreement with a valid and enforceable provision that has the economic and commercial effect as close as possible to that of the invalid or unenforceable provisions, to the extent permitted by applicable law.

## **8.16 Changes**

No agreement purporting to change (other than an agreement purporting to waive performance or compliance with) any provision of this Agreement shall be binding upon the Company or the Secured Party unless that agreement is in writing and signed by the Company and the Secured Party. No waiver of performance or compliance with any provision hereof shall be binding upon any party hereto unless such waiver is in writing signed by each party sought to be bound thereby.

## **8.17 Receipt of Copy**

The Company acknowledges receipt of a copy of this Agreement and copies of the verification statements pertaining to the financing statements filed under each applicable PPSA by the Secured Party in respect of this Agreement. To the extent permitted by applicable law, the Company irrevocably waives the right to receive a copy of each financing statement or financing change statement (or any verification statement pertaining thereto) filed under each PPSA by the Secured Party in respect of this Agreement or any other security agreement, and releases any and all claims or causes of action it may have against the Secured Party for failure to provide any such copy.

## **8.18 Information**

At any time the Secured Party may provide to any person that claims an interest in Collateral copies of this Agreement or information about it or about the Collateral or the Secured Obligations.

## **8.19 Execution**

8.19.1 *Uniform Electronic Commerce Act.* The words “execution”, “signed”, “signature” and words of like import in this Agreement or any document delivered pursuant hereto shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any law, including Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario) and other similar federal or provincial laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada or its Uniform Electronic Evidence Act as the case may be. Each party hereto agrees that each such electronic or digital image of this Agreement or other document delivered pursuant hereto shall constitute an authoritative copy thereof and shall be binding on it (if it is party thereto) and shall be admissible in any legal, administrative or other proceeding having the same force and effect as an original authentic copy thereof.

8.19.2 *Integration: Effectiveness.* This Agreement and the Subordination, Intercreditor and Collateral Agency Agreement constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it has been executed by the Secured Party has received a copy hereof executed and delivered by the

Company. Delivery of an executed copy of this Agreement by telecopy or by sending a scanned pdf or electronic document copy by electronic mail shall be effective as delivery of an original manually executed counterpart of this Agreement.


8.19.3 *Electronic Execution of Agreements.* This Agreement or other document delivered pursuant hereto may be signed by way of associating or otherwise appending an electronic signature or other facsimile signature of the applicable signatory and the words “execution”, “signed”, “signature”, and words of like import in this Agreement or other document delivered pursuant hereto shall be deemed to include electronic signatures or other facsimile signature, each of which shall be of the same legal effect, validity or enforceability as an original manually executed signature.

8.19.4 *Electronic Imaging.* Each party hereto agrees that, at any time, the Secured Party may convert paper records of this Agreement, or other document delivered pursuant hereto and all other documentation delivered to the Secured Party hereunder (each, a “**Paper Record**”) into electronic images (each, an “**Electronic Image**”) as part of the Secured Party’s normal business practices. The Company agrees that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the Company and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

*[Remainder of page intentionally left blank.]*

**TO WITNESS THIS AGREEMENT**, the Company has caused this Agreement to be duly executed as of the date set out at the commencement hereof.

**SYNAPTIVE MEDICAL INC.**

By:  \_\_\_\_\_  
Name: Cameron Piron  
Title: President

## SCHEDULE 1.1

### DEFINITIONS

#### 1.1 Extended Meanings

To the extent the context so admits, in this Agreement the following terms and expressions shall be given the following corresponding extended meanings:

“**Accounts**” means all accounts including rights to receive royalties or licence fees, which are now owned by or are due, owing or accruing due to the Company or which may hereafter be owned by or become due, owing or accruing due to the Company or in which the Company now or hereafter has any other rights, including all debts (including judgment debts), claims (including claims for damages) and demands of any kind whatever, claims against the Crown and claims under insurance policies, and (as the context so admits) any item or part thereof.

“**Business Day**” means a day which is not a Saturday or Sunday on which banks are generally open for commercial lending and foreign exchange business in Toronto, Ontario.

“**Chattel Paper**” means all chattel paper in which the Company now or hereafter has rights, and (as the context so admits) any item or part thereof.

“**Collateral**” means all of the property and other items made subject to the Liens created under Section 2.1, wherever located, now or hereafter owned by the Company or in or to which the Company now or hereafter has rights, including all such rights, and (as the context so admits) any item or part thereof.

“**Company**” is defined at the commencement of this Agreement.

“**Default Rate**” means ten percent (10%) per annum.

“**Documents of Title**” means all documents of title, whether negotiable or non-negotiable, including all warehouse receipts and bills of lading, in which the Company now or hereafter has rights, and (as the context so admits) any item or part thereof.

“**Equipment**” means all goods in which the Company now or hereafter has rights, other than Inventory or consumer goods, and (as the context so admits) any item or part thereof.

“**Event of Default**” means an Event of Default as defined in the Notes.

“**Fraudulent Conveyances Law**” means the *Assignment and Preferences Act* (Ontario), the *Fraudulent Conveyances Act* (Ontario), sections 95 and 96 of the *Bankruptcy and Insolvency Act* (Canada), or any other like, equivalent or analogous legislation of any jurisdiction, domestic or foreign.

“**Holder**” means a Subordinate Investor as defined in the Subordination, Intercreditor and Collateral Agency Agreement.

**“Insolvency Event”** means (i) the Company does not pay or perform its obligations generally as they become due or admits its inability to pay or perform its debts generally, (ii) the Company commits an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* (Canada), (iii) any Insolvency Proceeding is instituted by or against the Company (excluding any Insolvency Proceeding being contested by that person in good faith by appropriate proceedings so long as enforcement remains stayed, none of the relief sought is granted (either on an interim or permanent basis) and such Insolvency Proceeding is dismissed within 45 days of its commencement) or (iv) the Company takes corporate, partnership or other internal management action to authorize or consent to the relief sought in any Insolvency Proceeding commenced by or against it.

**“Insolvency Law”** means the *Bankruptcy and Insolvency Act* (Canada), the *Companies’ Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada) or any other like, equivalent or analogous legislation of any jurisdiction, domestic or foreign and any corporations statute under which a corporation may propose a reorganization, compromise or arrangement with respect to its creditors or any class or the claims of any class of creditors of the corporation.

**“Insolvency Proceeding”** means any proceeding contemplated by any application, petition, assignment, filing of notice or other means, whether voluntary or involuntary, under any Insolvency Law seeking any moratorium, reorganization, adjustment, composition, proposal, compromise, arrangement, administration or other like or similar relief in respect of any or all of the obligations of the Company, seeking the winding up, liquidation or dissolution of the Company or all or any part of its property, seeking any judgment or order declaring, finding or adjudging that person insolvent or bankrupt, seeking the appointment (provisional, interim or permanent) of any receiver or resulting, by operation of law, in the bankruptcy of the Company.

**“Instruments”** means all letters of credit, advices of credit and all other instruments in which the Company now or hereafter has rights, and (as the context so admits) any item or part thereof.

**“Intangibles”** means all intangibles, all IP Licences and all authorizations of whatever kind in which the Company now or hereafter has rights, including all of the Company’s choses in action, contractual rights, goodwill and Intellectual Property, and (as the context so admits) any item or part thereof.

**“Intellectual Property”** means present and future intellectual property and all rights therein or associated therewith, however arising, in any jurisdiction worldwide, in which the Company now or hereafter has rights including: trade secrets, know-how, discoveries, business and technical and other information, know-how, methodologies, strategies, processes, databases, data collections and other confidential or proprietary information, including methods, techniques, ideas, research and development, specifications, layouts, designs, formulae, algorithms, compositions, industrial and other models, designs, architectures, plans, diagrams, flow charts, proposals, protocols, technical and other data, financial, business and marketing plans and proposals, customer and supplier lists, and price and cost information; trademarks, internet domain names, service marks, trade dress, trade names, business names, designs, logos, slogans, social media handles and other source or business identifiers (and all translations, adaptations, derivations and combinations of the foregoing), and the goodwill of the business relating thereto

and all registrations or applications for registrations therefor; works of authorship (whether or not copyrightable), copyrights and copyright registrations and copyright registration applications and all tangible and intangible property embodied therein; inventions (whether or not patentable, and whether or not reduced to practice) and improvements thereto; issued patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions and counterparts thereof), patent applications, patent disclosures, and any other patent or other similar rights; industrial design applications and registered industrial designs; books, records, and writings; web pages, websites and related content, and uniform resource locators (URLs); software programs in all forms of expression, including computer programs, operating systems, applications, routines, interfaces, algorithms, firmware, tools, applets, and all other computer instructions, code, and languages, whether in source code, object code, assembly language, compiler language, or machine code, including all error corrections, updates, upgrades, enhancements, translations, modifications, adaptations, and derivative works thereof, and other changes or functionality additions thereto, and any and all electronic data and electronic collections of data, and all documentation (including technical specifications and summaries, functional specifications, schematics, user or designer manuals or guides, training materials, designs and design documents, flow charts, logic diagrams, and white papers) related to any of the foregoing; all copies and physical manifestations, embodiments or incorporations of any of the foregoing (in whatever form or medium); all license agreements related to any of the foregoing and income therefrom; and all other intellectual property and rights therein, including the right to sue and recover monetary damages for all past, present and future infringements of any of the foregoing and all other common law and other rights throughout the world in and to all of the foregoing.

**“Inventory”** means all inventory of whatever kind in which the Company now or hereafter has rights, including all goods, wares, merchandise, materials, supplies, raw materials, goods in process, finished goods and other tangible personal property, including all goods, wares, materials and merchandise used or procured for packing or storing thereof, now or hereafter held for sale, lease, resale or exchange or that are to be furnished or have been furnished under a contract of service or that are used or consumed in the business of the Company, and (as the context so admits) any item or part thereof.

**“Investment Property”** means all investment property in which the Company now or hereafter has rights, and (as the context so admits) any item or part thereof.

**“IP Licence”** means any licence agreement pursuant to which the Company is granted a right to use Intellectual Property or the Company grants a right to use Intellectual Property.

**“Licence”** means (i) any authorization from any governmental authority having jurisdiction with respect to the Company or its property, (ii) any authorization from any person granting any easement or licence with respect to any real or immovable property and (iii) any IP Licence.

**“Lien”** means (i) any right of set-off intended to secure the payment or performance of an obligation, (ii) any interest in property created by way of mortgage, pledge, charge, lien, assignment by way of security, hypothecation, security interest, hire purchase agreement, conditional sale agreement, deposit arrangement, title retention, capital lease, sale-lease-back transaction, or discount, factoring or securitization arrangement on recourse terms, (iii) any

statutory deemed trust or lien, (iv) any preference, priority, adverse claim, levy, execution, seizure, attachment, garnishment or other encumbrance which binds property and (v) any agreement to grant any of the foregoing rights or interests described in Clauses (i) to (iv) of this definition.

“**Money**” means all money in which the Company now or hereafter has rights, and (as the context so admits) any item or part thereof.

“**Note**” means a Subordinate Secured Note as defined in the Subordination, Intercreditor and Collateral Agency Agreement.

“**Permitted Liens**” means:

(a) statutory deemed trusts or liens securing claims that are not delinquent for unpaid wages (including claims by employees for unpaid wages and other amounts payable under the *Wage Earner Protection Program Act* (Canada)), vacation pay, worker’s compensation, unemployment insurance premiums, pension plan contributions or wind-up or solvency deficiency, employee or non-resident withholding tax source deductions, realty taxes (including utility charges and business taxes which are collectable like realty taxes), unremitted goods and services or harmonized sales taxes, provincial sales taxes, customs duties or similar statutory obligations secured by a Lien on the Company’s assets;

(b) Liens for assessments or governmental charges or levies which are paid before they become delinquent or, if overdue, the validity or amount of which is being contested in good faith by appropriate proceedings and in respect of which adequate steps have been taken (which may include cash being paid to or pledged with the relevant governmental authority) to prevent penalties from being imposed, interest from accruing and the commencement or continuation of enforcement proceedings and adequate reserves in accordance with generally accepted accounting principles have been recorded on the Company’s balance sheet;

(c) construction, mechanics’, carriers’, warehousemen’s, storage, repairers’ and materialmen’s Liens; provided that the obligations secured by such liens are paid before they are delinquent and no Lien has been registered against any of its assets or if a Lien has been registered, same is being diligently defended in good faith by appropriate proceedings and appropriate steps have been taken to prevent any disposal of such assets;

(d) Liens arising from court or arbitral proceedings; provided that the claims secured thereby are being contested in good faith by appropriate proceedings by it, execution thereon has been stayed and continues to be stayed and such Liens do not, in the aggregate, detract from the value of any asset of the Company or impair the use thereof in the conduct of business of the Company, other than in a manner that is immaterial;

(e) deposits of cash securities in connection with any appeal, review or contestation of any security or lien, or any matter giving rise to any security or lien, described in paragraph (d) above;

(f) any pledge of cash by it to any insurer, guarantor, third party contractor, public utility or governmental authority made in the ordinary course of business to secure the

performance of bids, tenders, contracts (other than contracts of borrowed money), leases, customs duties and other similar obligations;

(g) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of combination of accounts or similar rights in the ordinary course of business in relation to deposit accounts or other funds maintained with a financial institution;

(h) purchase-money security interests over specific items of property securing amounts not exceeding \$100,000 (or Equivalent in foreign currency) in the aggregate outstanding at any time;

(i) the Liens created by the Security; and

(j) such other Liens securing such obligations as may be approved by the Secured Party from time to time, including any Permitted Liens as defined in the Notes.

**"PPSA"** means the *Personal Property Security Act* as from time to time in effect in the Province of Ontario (including the orders and regulations issued pursuant thereto); provided, however, that, in the event that, by reason of any provisions of law, any of the attachment, validity, effect, perfection or priority of the Secured Party's Security in any Collateral is governed by the Personal Property Security Act as in effect in a jurisdiction (including the orders and regulations issued pursuant thereto) other than the Province of Ontario, such terms shall mean the Personal Property Security Act as in effect in such other jurisdiction (including the orders and regulations issued pursuant thereto) for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

**"Proceeds"** means all proceeds and personal property in any form derived directly or indirectly from any Collateral or from any disposal of or other dealing with any Collateral, or that indemnifies or compensates for such Collateral stolen, lost, destroyed or damaged, and proceeds of Proceeds whether or not of the same type, class or kind as the original Proceeds, and (as the context so admits) any item or part thereof.

**"Receiver"** means any receiver for the Company, the Collateral or any of the business, undertakings, property and assets of the Company appointed by the Secured Party pursuant to this Agreement or by a court of competent jurisdiction upon application by the Secured Party.

**"Records"** means all books, accounts, invoices, letters, papers, security certificates, documents and other records in any form evidencing or relating in any way to any item or part of the Collateral and all agreements, Licences and other rights and benefits in respect thereof, and (as the context so admits) any item or part thereof.

**"Recovery"** means any monies received or recovered by the Secured Party pursuant to this Agreement on account of the Secured Obligations, whether pursuant to any enforcement of the Security, any proceeding, any settlement thereof or otherwise.

**"Related Rights"** is used as defined in Subsection 2.12(a).

“**Replacements**” means all increases, additions and accessions to, and all substitutions for and replacements of, any item or part of the Collateral, and (as the context so admits) any item or part thereof.

“**Required Approvals**” is used as defined in Subsection 2.12(a).

“**Restricted Right**” is used as defined in Subsection 2.12(a).

“**Secured Obligations**” of the Company means the obligations of the Company to the Secured Party, any Receiver and the Holders under this Agreement, the Subordination, Intercreditor and Collateral Agency Agreement and each Note, and (as the context so admits) each and any item or part thereof

“**Secured Party**” is defined at the commencement of this Agreement.

“**Securities**” means all shares, stock, warrants, bonds, debentures, debenture stock, bills, notes and other securities in which the Company now or hereafter has rights, and (as the context so admits) any item or part thereof.

“**Security**” means the Liens created by this Agreement.

“**Security Entitlement**” means all security entitlements in which the Company now or hereafter has rights, and (as the context so admits) any item or part thereof.

“**STA**” means the *Securities Transfer Act* (Ontario).

“**Subordination, Intercreditor and Collateral Agency Agreement**” means the subordination, intercreditor and collateral agency agreement of even date herewith amongst the Company, the Secured Party and the Holders.

“**Subsidiary Securities**” means securities representing capital tock in a subsidiary of the Company and in which the Company now or hereafter has rights, and (as the context so admits) any item or part thereof.

“**Unlimited Company**” means any unlimited company, unlimited liability company or unlimited liability corporation incorporated or otherwise constituted under the laws of the Province of Alberta, British Columbia, Prince Edward Island or Nova Scotia or any similar body corporate formed under the laws of any other jurisdiction whose members may at any time become responsible for any of the obligations of that body corporate.

“**Unlimited Liability Shares**” in relation to the Company means member or shareholder interests in an Unlimited Company in which the Company now or hereafter has rights, and (as the context so admits) any item or part thereof.

## 1.2 Extended Meanings

To the extent the context so admits, in this Agreement the following words and expressions shall be given the following corresponding extended meanings:

an “**agreement**” – any agreement, oral or written, any simple contract, deed or specialty, and includes any bond, bill of exchange, indenture, instrument or undertaking.

an “**asset**” – any undertaking, business, property (real, personal or mixed, tangible or intangible) or other asset.

an “**authorization**” – any authorization, approval, consent, exemption, licence, permit, franchise, quota, privilege or no-action letter from any governmental authority or from any person in connection with any easements or contractual rights.

“**cash**” – Canadian Dollars, US Dollars or Canadian Dollar or US Dollar funds credited to an account of a deposit-taking institution or securities intermediary.

“**change**” – change, modify, alter, amend, amend and restate, supplement, extend, renew, compromise, novate, replace, terminate, release, discharge, cancel, suspend or waive.

“**claim**” – claim, claim over, counter-claim, cross-claim, defence, demand or liability (actual or contingent, now existing or arising hereafter), whether arising by agreement or statute, at law or in equity or otherwise, or any proceeding, judgment or order of any court or other governmental authority or arbitrator.

“**dispose**” – lease, sell, transfer, licence or otherwise dispose of any property, or the commercial benefits of use or ownership of any property, including the right to profit or gain therefrom, whether in a single transaction or in a series of related transactions (other than the payment of money).

a “**document**” – a written agreement, consent, waiver, certificate, notice or other written document or instrument or electronic document.

a “**final judgment**” – a judgment, order, declaration or award of a court, other governmental authority, arbitrator or other alternative dispute resolution authority of competent jurisdiction from which no appeal may be made or from which all rights of appeal (i) have expired without the appeal having being perfected or (ii) been exhausted.

a “**government**” – (i) the Crown in right of Canada or in the right of any Province of Canada, (ii) the government of a Territory in Canada, (iii) a municipality in Canada or (iv) the government of a foreign country or any political subdivision of it.

a “**governmental authority**” – (i) any domestic or foreign government, including any federal, provincial, state, territorial or municipal government and any executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government or any person, body, department, bureau, agency, court, board, tribunal, commission, commission branch or office thereof or having or claiming to have jurisdiction over any relevant person or any of their respective assets (including stock exchanges, stock markets and securities commissions), (ii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above; or (iii) any self-regulatory organization.

“**guarantee**” – any guarantee, indemnity, letter of comfort or other assurance made in respect of any indebtedness, other obligation or financial condition of another, including (i) any purchase or repurchase agreement, (ii) any obligation to supply funds or invest in such other, (iii) any keep-well, take-or-pay, through-put or other arrangement having the effect of assuring or holding harmless another against financial loss, or maintaining another’s solvency or financial viability or (iv) any obligation under any credit derivative; but shall exclude endorsements on notes, bills and cheques presented to financial institutions for collection or deposit in the ordinary course of business.

“**include**” – include without limitation and such term shall not be construed to limit any word or statement which it follows to the specific items or matters immediately following it or similar terms or matters (and the rule of *ejusdem generis* shall not be applicable to limit a general statement that is followed by or referable to an enumeration of specific matters to matters similar to the matters specifically mentioned).

“**knowledge**” of any person – to the best of that person’s knowledge, information and belief after reasonable enquiry.

“**losses and expenses**” – losses, costs, expenses, damages, penalties, awards, orders or claims, including any applicable court costs and legal fees and disbursements on a full indemnity basis.

“**obligations**” – indebtedness, obligations, promises, covenants, responsibilities, duties and liabilities (actual or contingent, direct or indirect, matured or unmatured, now existing or arising hereafter), whether arising by agreement or statute, at law, in equity or otherwise.

“**order**” – any order, directive, direction or request of any governmental authority, arbitrator or other decision-making authority of competent jurisdiction, whether or not having the force of law.

“**ordinary course of business**” in respect of any transaction involving any person – the ordinary course of such person’s business, as conducted by any such person in accordance and consistent with past practice and undertaken by such person in

good faith and not for purposes of evading any obligation or restriction contained in this Agreement.

“**paid in full**” in relation to any payment obligation owing to any person (the “creditor”) – permanent, indefeasible and irrevocable payment in cash (or other freely available funds transfer as may be expressly provided for in the applicable document creating or evidencing such payment obligation) to the applicable creditor in full of such payment obligation in accordance with the express provisions of the applicable document creating or evidencing such payment obligation, without regard to any compromise, reduction or disallowance of all or any item or part thereof by virtue of the application of any Insolvency Law, Fraudulent Conveyance Law or other similar such laws, any law affecting creditors’ rights generally or general principles of equity, and, if applicable, the cancellation or expiry of any commitment of the creditor to lend or otherwise extend credit.

“**pdf**” – portable document format.

a “**person**” – an individual, including an individual in his or her capacity as trustee, executor, administrator or other representative, a sole proprietorship, a partnership, an unincorporated association, an unincorporated syndicate, an unincorporated organization, a trust, including a business trust, a body corporate organized under the laws of any jurisdiction, a government or agency of a government or any other legal or commercial entity.

a “**proceeding**” – any proceeding, legal action, lawsuit, arbitration, mediation, alternative dispute resolution proceeding or other proceeding.

a “**receiver**” – a privately appointed or court appointed receiver or receiver and manager, interim receiver, liquidator, licenced insolvency trustee, administrator, administrative receiver and any other like or similar official.

“**register**” – register, file or record with an applicable governmental authority.

a “**representative**” – any person empowered to act for another, including an agent, an officer or other employee of a body corporate or association and a trustee, executor or administrator of an estate.

“**rights**” – rights, rights to transfer, titles, benefits, interests, powers, authorities, discretions, privileges, immunities and remedies (actual or contingent, direct or indirect, matured or unmatured, now existing or arising hereafter), whether arising by agreement or statute, at law, in equity or otherwise.

“**set-off**” – any right or obligation of set-off, compensation, offset, combination of accounts, netting, retention, withholding, reduction, deduction, counter-claim or any similar right or obligation, or (as the context requires) any exercise of any such right or performance of such obligation.

“**successor**” of a person (the “**relevant party**”) – (i) any amalgamated or other body corporate of which the relevant party or any of its successors is one of the amalgamating or merging body corporates, (ii) any person resulting from any court approved arrangement of which the relevant party or any of its successors is party, (iii) any person to whom all or substantially all the assets of the relevant party is transferred, (iv) any body corporate resulting from the continuance of the relevant party or any successor of it under the laws of another jurisdiction of incorporation and (v) any successor (determined as aforesaid or in any similar or comparable procedure under the laws of any other jurisdiction) of any person referred to in Clause (i), (ii), (iii) or (iv) of this definition. Each reference in this Agreement to any party hereto or any other person shall (where the context so admits) include its successors.

“**written**” and “**in writing**” – an original writing, an electronic document, a pdf or facsimile copy of a writing or an e-mail.

**SCHEDULE 3.1**

**LOCATIONS OF REGISTERED OFFICE, CHIEF EXECUTIVE OFFICE,  
PRINCIPAL PLACE OF RESIDENCE, PLACES OF BUSINESS,  
RECORDS AND COLLATERAL**

<b>Jurisdiction of Formation:</b>	<b>Ontario</b>
<b>Registered Office:</b>	5055 Satellite Dr. Unit 1 Mississauga, Ontario L4W 5K7
<b>Chief Executive Office:</b>	5055 Satellite Dr. Unit 1 Mississauga, Ontario L4W 5K7
<b>Places of Business:</b>	5055 Satellite Dr. Unit 1 Mississauga, Ontario L4W 5K7  15875 Robin's Hill Road Unit 3 London, ON N5V 0A5  555 Richmond Street West, Suites 100 and 709 Toronto, ON M5V 3B1
<b>Locations of Records:</b>	5055 Satellite Dr. Unit 1 Mississauga, Ontario L4W 5K7
<b>Locations of Tangible Collateral:</b>	5055 Satellite Dr. Unit 1 Mississauga, Ontario L4W 5K7  15875 Robin's Hill Road Unit 3 London, ON N5V 0A5  555 Richmond Street West, Suites 100 and 709 Toronto, ON M5V 3B1

	<p><b>Temporary or Ongoing Storage Locations:</b></p> <p><i>International:</i></p> <ul style="list-style-type: none"><li>• Bangkok Unitrade Co. Ltd., 1266 Srinagarindra Rd. San Luang, Bangkok, 10250 Thailand – Older Modus V Standalone System (demo)</li><li>• Erasmus MC Logistiek Centrum Westzeedijk 353 3015 AA Rotterdam - Modus V Standalone System (production)</li><li>• Tokyo Freight Services W.L.L, Manateq Logistics Park A, Bld. 266 St. 53, Zone 92, Wukair Raod 2, Al Wakrah, Qatar - Modus V Standalone System (production)</li></ul> <p><i>USA &amp; Canada:</i></p> <ul style="list-style-type: none"><li>• Radiant Global Logistics – DCA, 5655-D General Washington Drive, Alexandria, VA, USA 22312 – short term storage for clinical eval and demo units. (2 Modus X systems)</li><li>• Apple Express, 5400 Explorer Drive, Mississauga, ON, L4W 5H8 – storage of Synaptive property while moving between locations, will have 3 MRI system being remove from 555 Richmond Street, West, Toronto, ON by end of July.</li><li>• Apple Express (sister company) Landmark Global, 105 French Road, Cheektowaga, NY, USA, 14227 – Shrot term storage for items removed from our former Memphis, TN, location. (2 Modus X systems and a Modus X engineering unit)</li><li>• Pacer Warehouse 7850 Tranmere Dr, Suite #2 Mississauga, ON L5S 1L9</li></ul> <p><i>Consumables and Service Parts:</i></p> <ul style="list-style-type: none"><li>• Flash Global – 5653 Creekside Pkwy, Lockbourne, OH, USA, 43137 – warehousing of surgical consumables and service parts</li><li>• Flash Global - 206, 4th Floor, Naz Chamber, New Challi, Shahrah-e-Liaqat, Karachi. - surgical service parts</li></ul>
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**SCHEDULE 3.2**  
**LIST OF SUBSIDIARY SECURITIES**

None.

Schedule E  
**COVENANTS**

For as long as any of the Notes remain outstanding, the Company will not, without the written consent of the Required Majority (in addition to any other consents required by the shareholders agreement(s) of the Company, the Company's Articles of applicable law):

- (a) commit any act of insolvency or bankruptcy, liquidate, dissolve or wind-up the affairs of the Company;
- (b) make any loan or advance to, or guarantee or assume Indebtedness of, any Person, other than any subsidiary that is a wholly-owned subsidiary;
- (c) repay or reduce any shareholder loans or other Indebtedness due to its shareholders or other related parties, vendor take-back notes or balance of sales or prepay bank Indebtedness other than when due;
- (d) purchase or redeem or pay any dividend on any shares or make any other distributions to shareholders, other than stock repurchased from former employees or consultants in connection with the cessation of their employment/services at the lower of fair market value or cost;
- (e) amend, alter or repeal any provision of the Articles or by laws of the Company in a manner prejudicial to the Investors;
- (f) enter into, amend or waive any agreement or contract, written or oral, with any shareholder, officer, director of the Company or any person not at arm's length with such person (as defined in the Income Tax Act (Canada), except where negotiated at arm's length and on fair and reasonable terms to the Company and carried out (i) in the ordinary course of business or (ii) with respect to terms of employment with the Company;
- (g) acquire the shares or assets of any Person other than any Subsidiary that is a wholly-owned Subsidiary or create or hold capital stock in any Subsidiary that is not a wholly-owned Subsidiary or dispose of any Subsidiary stock or all or substantially all of any Subsidiary assets;
- (h) make any loan or advance to, or guarantee or assume Debts of, any Person other than any subsidiary that is a wholly owned subsidiary;
- (i) repay or reduce any shareholder loans or other Debts due to its shareholders or other related parties, vendor take back note or balance of sales, prepay bank Debt other than when due;
- (j) create or permit to exist any Indebtedness of the Company or any security interest, charge, encumbrance or lien, individually or in an aggregate cumulative amount that would exceed \$1,000,000, other than (1) the Senior Rollover Indebtedness, (2) the Notes, (3) equipment leases or purchase money security interests, or (4) any Permitted Liens or other Indebtedness in place at the Effective Date (including Indebtedness secured by Permitted Liens) as set forth in Schedule I;
- (k) engage in any material transaction outside the normal course of business (including acquiring or establishing any new business, joint venture or equity investment in another business or terminating any part of its current business) or effecting a material change of orientation or substantially changing the nature of its business; or
- (l) changing the location of the registered or head office of the Company to a location outside of Canada.

Schedule F  
**SUBORDINATION, INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT**

**SUBORDINATION, INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT**

THIS SUBORDINATION, INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT (this “**Agreement**”) is dated as of the 26<sup>th</sup> day of June, 2025.

**AMONG:**

**EXPORT DEVELOPMENT CANADA** (in its capacity as the holder of the Senior Note, and including its successors and assigns, the “**Senior Holder**”);

- and -

**EXPORT DEVELOPMENT CANADA**, in its capacity as collateral agent for the Subordinate Parties (including its successors or permitted assigns, the “**Subordinate Collateral Agent**”);

- and -

Each of the Persons from time to time party hereto as a Subordinate Investor;

- and -

**SYNAPTIVE MEDICAL INC.** (including its successors and permitted assigns, the “**Issuer**”).

WHEREAS the Issuer has issued a senior secured promissory note dated as of June 26, 2025 in the principal amount of \$6,000,000 at an interest rate of 8.00% *per annum* in favour of the Senior Holder (as amended, restated, supplemented or otherwise modified from time to time, the “**Senior Note**”);

AND WHEREAS the Issuer and the Senior Holder are now parties to, or may in the future become parties to, certain additional loan documentation, security documentation, security agreements, pledges, mortgages, and other instruments and agreements executed from time to time in connection with the Senior Note and any refinancing thereof (collectively, and as the same may be amended, restated or otherwise modified from time to time, with the Senior Note referred to as the “**Senior Note Documents**”) pursuant to which *inter alia*, the Issuer has granted, or will in the future grant, Liens to the Senior Holder in all of the Issuer’s present and after-acquired property and undertaking as security for the Senior Note Obligations;

AND WHEREAS the Issuer has issued or will in the future issue the Subordinate Notes to the Subordinate Investors;

AND WHEREAS the Subordinate Collateral Agent shall hold all Liens for and on behalf of the Subordinate Investors as security for the Subordinate Note Obligations;

AND WHEREAS the Issuer and the Subordinate Parties are now parties to, or may in the future become parties to, certain additional loan documentation, security documentation, security agreements, pledges, mortgages, and other instruments and agreements executed from time to

time in connection with the Subordinate Notes and any refinancing thereof (collectively, and as the same may be amended, restated or otherwise modified from time to time, with the Subordinate Notes referred to as the “**Subordinate Documents**”) pursuant to which *inter alia*, the Issuer has granted, or will in the future grant, Liens to the Subordinate Collateral Agent, on behalf of the Subordinate Investors, in all of the Issuer’s present and after-acquired property and undertaking as security for the Subordinate Note Obligations;

AND WHEREAS all debts, liabilities and other obligations of the Issuer owing to the Subordinate Parties under the Subordinate Documents are required to be postponed and subordinated in all respects in favour of the debts, liabilities and other obligations of the Issuer owing to the Senior Holder under the Senior Note Documents in accordance with the terms hereof;

NOW THEREFORE in consideration of the mutual covenants contained herein, the receipt and adequacy of which consideration is hereby acknowledged by each of the parties hereto, the parties hereby agree as follows:

1. Definitions. The following expressions used in this Agreement, including the recitals, have the following meanings:
  - (a) “**Agreement**” has the meaning given to such term in the recitals hereof.
  - (b) “**Agent Losses**” has the meaning given to such term in Section 32.
  - (c) “**Collateral**” means the present and future assets, property and undertaking of the Issuer in which one or more of the Senior Holder and Subordinate Collateral Agent, on behalf of the Subordinate Investors, have a Lien, or which from time to time will be subject to such a Lien, pursuant to the Senior Note Documents and the Subordinate Documents, respectively, including any proceeds thereof or therefrom.
  - (d) “**Distributions**” has the meaning given to such term in Section 3.
  - (e) “**Issuer**” has the meaning given to such term in the recitals hereof.
  - (f) “**Lien**” means, with respect to any asset, property or undertaking (i) any mortgage, prior claim, deed of trust, deed to secure debt, securities or account control arrangement, privilege, lien, pledge, hypothecation, assignment, assignation, debenture, encumbrance, charge, royalty of any kind or security interest in, on or of such asset, (ii) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (iii) in the case of securities, any purchase option, call, control or similar right of a third party with respect to such securities.

- (g) **"Parties"** means, collectively, the Issuer, the Senior Holder and the Subordinate Parties.
- (h) **"Payment in Full"** has the meaning given to such term in Section 5 hereof.
- (i) **"Person"** means any person, individual, sole proprietorship, partnership, joint venture, corporation, limited liability company, trust, unincorporated organization, association, institution, entity, party, including any government and any political subdivision, agency or instrumentality thereof.
- (j) **"Recovery"** has the meaning given to such term in Section 19.
- (k) **"Senior Note"** has the meaning given to such term in the recitals hereof.
- (l) **"Senior Note Documents"** has the meaning given to such term in the recitals hereof.
- (m) **"Senior Note Obligations"** means all debts, liabilities and obligations owing by the Issuer to the Senior Holder from time to time under, in connection with, or pursuant to the Senior Note Documents, including in each case and without limitation, all principal of and interest (including, without limitation, any interest accruing before, during and after any proceeding, regardless of whether allowed or allowable in such proceeding) and premium (if any) on all advances or other indebtedness issued or incurred pursuant thereto, all reimbursement obligations (if any) and interest thereon, all guarantee obligations, fees, expenses, indemnifications, reimbursements, penalties and other amounts payable from time to time pursuant to the Senior Note Documents and other documents relating thereto, in each case, whether or not allowed or allowable in any proceeding.
- (n) **"Senior Note Security"** means the Liens granted by the Issuer to the Senior Holder from time to time as security for the Senior Note Obligations.
- (o) **"Senior Holder"** has the meaning given to such term in the recitals hereof.
- (p) **"Subordinate Collateral Agent"** has the meaning given to such term in the recitals hereof.
- (q) **"Subordinate Documents"** has the meaning given to such term in the recitals hereof.
- (r) **"Subordinate Investors"** means the Persons having executed this Agreement as a "Subordinate Investor" on the date hereof, together with each other Person that joins this Agreement as a "Subordinate Investor" after the date hereof by executing a joinder substantially in form attached hereto as Schedule "A".

- (s) **“Subordinate Majority”** has the meaning given to such term in Section 29.
- (t) **“Subordinate Majority Consent”** has the meaning given to such term in Section 29.
- (u) **“Subordinate Parties”** means, collectively, the Subordinate Collateral Agent and the Subordinate Investors.
- (v) **“Subordinate Note Obligations”** means all debts, liabilities and obligations owing by the Issuer to the Subordinate Parties from time to time under, in connection with, or pursuant to the Subordinate Documents, including in each case and without limitation, all principal of and interest (including, without limitation, any interest accruing before, during and after any proceeding, regardless of whether allowed or allowable in such proceeding) and premium (if any) on all advances or other indebtedness issued or incurred pursuant thereto, all reimbursement obligations (if any) and interest thereon, all guarantee obligations, fees, expenses, indemnifications, reimbursements, penalties and other amounts payable from time to time pursuant to the Subordinate Documents and other documents relating thereto, in each case, whether or not allowed or allowable in any proceeding.
- (w) **“Subordinate Notes”** means the subordinate secured promissory notes issued by the Issuer in favour of the Subordinate Investors from time to time, as amended, restated, supplemented or otherwise modified from time to time.
- (x) **“Subordinate Security”** means the Liens granted by the Issuer to the Subordinate Collateral Agent, on behalf of the Subordinate Investors, from time to time as security for the Subordinate Note Obligations.

### **Subordination Provisions**

2. The Subordinate Parties hereby consent to the issuance of the Senior Note and the Senior Note Documents and the granting of the Senior Note Security and, subject to the Issuer and Subordinate Parties complying with and enforcing the terms of this Agreement and not taking any action inconsistent therewith and not amending or otherwise modifying any of the terms of this Agreement without the prior written consent of the Senior Holder, the Senior Holder hereby consents to the issuance of the Subordinate Notes and Subordinate Documents and the granting of the Subordinate Security.
3. Subject to Section 5, the Parties each acknowledge and agree that the Subordinate Note Obligations, as and when due and payable, whether at maturity, by acceleration or otherwise, including, but not limited to, any regularly scheduled distributions, payments (whether of principal, interest or otherwise), repayments or prepayments, in each case payable by the Issuer to a Subordinate Party in respect of the Subordinate Note Obligations (collectively, the **“Distributions”**), shall be and are hereby wholly postponed

and subordinated to the Senior Note Obligations. The Parties each acknowledge and agree that any and all Liens on any Collateral now or hereafter held by or on behalf of any Subordinate Party (or any agent, representative or trustee therefor) as security for the Subordinate Note Obligations, regardless of how acquired, whether by grant, possession, statute, operation of law, subrogation or otherwise, shall be wholly postponed and subordinated and junior in all respects to the Senior Note Security, which shall be senior in all respects.

4. If any of the Senior Note Security is claimed by a trustee in bankruptcy or other court officer, or found by a court of competent jurisdiction or governmental body, to be unenforceable, invalid, unregistered, unperfected or opposable, the provisions of this Agreement shall continue to apply as among the Parties notwithstanding that such Liens may be so claimed or found to be unenforceable, invalid, unregistered, unperfected or opposable.
5. Notwithstanding any other provision hereof, the Issuer shall not make, nor shall any Subordinate Party accept, the payment of any Distributions prior to the indefeasible payment in cash in full of all Senior Note Obligations and the termination thereof (such payment and termination, "**Payment in Full**"), provided that, so long as no default, event of default or breach under the Senior Note Documents exist or would result therefrom the Issuer may pay, and the Subordinate Parties may receive, ordinary course non-cash payments of interest in-kind (by adding such amounts to the principal amount of the Subordinate Notes in accordance with their terms) without acceleration under the Subordinate Notes.
6. The subordinations and postponements herein shall apply in all events and circumstances regardless of:
  - (a) the date or manner of execution, attachment, registration or perfection of the Senior Note Documents, the Senior Note Security, the Subordinate Note Documents, and Subordinate Note Security; or
  - (b) the date of any advance or advances made to the Issuer by the Senior Holder or the Subordinate Parties or the date upon which any obligations to the Senior Holder or the Subordinate Parties may otherwise arise; or
  - (c) the date or occurrence of any default by the Issuer under any of the Senior Note Documents or Subordinate Documents or the dates of crystallization of any Liens held by the Senior Holder or Subordinate Collateral Agent, on behalf of the Subordinate Investors; or
  - (d) any priority granted by any principle of law or any statute of any country, state, province, commonwealth, or subdivision of any of the foregoing, including the applicable legislation in any jurisdiction where any of the Issuer's assets are located; or

- (e) any other circumstance whatsoever.
7. Until Payment in Full of the Senior Note Obligations, no Subordinate Party shall, without the prior written consent of the Senior Holder, (a) subject to Section 5 hereto, take from or for the account of the Issuer by set-off or in any other manner, the whole or any part of any moneys which may now or hereafter be owing by the Issuer, (b) accelerate any Subordinate Note Obligations, (c) exercise any remedies under the Subordinate Documents, or cause the Issuer to honour any redemption or mandatory prepayment obligation under the Subordinate Documents or any other agreement or document related thereto, but only insofar as the exercise of such remedies relate to the Subordinate Note Obligations, or (d) take any action whatsoever under the provisions of any applicable law, or under any contract or agreement, to enforce against, foreclose upon, take possession of, sell, realize upon, or exercise any right of a similar nature against any Collateral.
  8. Notwithstanding the terms of Section 7, the Subordinate Parties may: (a) if the Senior Note Obligations are accelerated, declare the Subordinate Note Obligations in default; (b) in the event of the occurrence and continuance of any default under the Subordinate Note Obligations, do any of the following, to the extent provided for in the Subordinate Documents as in effect on the date hereof, (i) declare the existence of such default in writing to the Issuer and (ii) subject to Section 5, cause dividends, distributions and/or interest to accrue with respect to the Subordinate Rights at the applicable default rate provided for in the Subordinate Documents as in effect on the date hereof for so long as such Subordinate Note Obligations remain outstanding; and (c) take such other actions to the extent necessary to prevent its claims under the Subordinate Documents from being time-barred in any proceeding or otherwise barred by the applicable statute of limitations.
  9. In the event of any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the Collateral to creditors of the Issuer or upon any debt of the Issuer, by reason of the liquidation, dissolution or other winding up of the Issuer's business, or in the event of any sale of Collateral or any bankruptcy or other insolvency proceeding involving the Issuer or the Collateral, or any payment or distribution of any kind or character, whether in cash, securities or other property, which shall be payable or deliverable, shall be paid or delivered in accordance with the following sequence:
    - (a) First, directly to the Senior Holder for application to the Senior Note Obligations (whether or not the same is then due) until the Payment in Full of the Senior Note Obligations;
    - (b) Second, to the Subordinate Collateral Agent, on behalf of the Subordinate Parties, for application in accordance with Section 27 hereof, including application to the Subordinate Note Obligations (whether or not the same is then due) until the indefeasible payment in cash in full thereof; and

- (c) Third, to the Issuer or any other Person (including unsecured creditors of the Issuer) entitled thereto in accordance with applicable law.
10. Any proceeds in respect of any Collateral including, without limitation, any insurance proceeds received by the Issuer, Senior Holder or Subordinate Parties shall be dealt with according to the provisions hereof as though such proceeds were paid or payable as proceeds of realization of the Collateral.
  11. The Senior Holder agrees that it will conduct any enforcement action or other remedies in respect of the Collateral in a commercially reasonable manner or otherwise in accordance with the standards prescribed by applicable law. If in connection with any enforcement action by the Senior Holder or any other exercise by the Senior Holder of remedies in respect of any Collateral, the Senior Holder releases any of its Liens on any part of the Collateral, then the Liens, if any, of the Subordinate Parties on such Collateral shall be automatically, unconditionally and simultaneously released (but such release will not extend to any proceeds of sale that are not required to be paid to the Senior Holder). The Subordinate Parties promptly shall execute and deliver such termination statements, releases and other documents as the Senior Holder may request to effectively confirm the foregoing releases, all at the Issuer's expense.
  12. No Subordinate Party shall vote in any bankruptcy or other insolvency proceeding with respect to any bankruptcy or reorganization plan, compromise or arrangement that contains provisions that are inconsistent with the subordination or other provisions hereof, including without limitation, the priorities set forth in Section 9 hereof.
  13. The Issuer and the Subordinate Parties hereby consent and agree that the Senior Holder may, without in any manner impairing, releasing or otherwise affecting the postponement and subordination provided for in this Agreement or the Senior Holder's rights hereunder and without prior notice to or the consent of any Subordinate Party: (a) release, renew, extend, compromise, postpone the time of payment of or forbear from collecting any of the applicable Senior Note Obligations; (b) add or release any Person primarily or secondarily liable for any of the applicable Senior Note Obligations; (c) waive or grant forbearances with respect to any default or event of default under the applicable Senior Note Documents; (d) amend the amount of the applicable Senior Note Obligations or the rate of interest or any fees or charges payable in connection therewith; and (e) consent to the use of any cash collateral or any borrowing or grant of a security interest under bankruptcy or insolvency or creditor protection laws.
  14. The Issuer and the Subordinate Parties hereby consent and agree that no amendment or modification of the Subordinate Documents shall be effective without the prior written consent of the Senior Holder, which consent may be withheld for any reason.
  15. The Issuer and the Subordinate Parties hereby waive any defense based on the adequacy of a remedy at law which might be asserted as a bar to the remedy of specific performance

of this Agreement in any action brought therefor by the Senior Holder. To the fullest extent permitted by law, the Issuer and the Subordinate Parties each hereby further waive: (a) the right to require the Senior Holder to marshal any securities, or to enforce any Lien that the Senior Holder may now or hereafter have in any Collateral or to pursue any claim it may have against the Issuer, any guarantor or any other Person at any time obligated under the applicable Senior Note Documents; (b) notice of the acceptance of this Agreement by the Senior Holder; (c) notice of any loans or advances made under, extensions granted under, or amendments to the applicable Senior Note Documents or other action taken by the Senior Holder in reliance hereon or the existence of any default or event of default under the applicable Senior Note Documents; and (d) all other demands and notices of every kind in connection with this Agreement, the applicable Senior Note Obligations or the Distributions.

16. No Subordinate Party shall be subrogated to the rights of the Senior Holder to receive payments of cash or other property of the Issuer in respect of and on account of the Subordinate Note Obligations until Payment in Full has occurred.
17. No payment or distribution made to the Senior Holder to which a Subordinate Party would be entitled except for this Agreement, and no payments made under the provisions of this Agreement to Senior Holder by a Subordinate Party shall, as among the Issuer, its creditors and a Subordinate Party, be deemed to be a payment by Issuer to or on account of the Subordinate Note Obligations.
18. Until Payment in Full has occurred, any Collateral or proceeds from the realization thereof that may be received by the Subordinate Parties in violation of the priorities set forth in Section 9 shall be segregated and held in trust and promptly paid over to the Senior Holder in the same form as received, with any necessary endorsements.
19. If the Senior Holder is required in any insolvency proceeding or otherwise to disgorge, turn over, repay, refund or otherwise pay to the Issuer or any estate thereof or any creditor or representative of the Issuer any amount, for any reason, including because it was found to be a transfer at undervalue or fraudulent or preferential transfer, any such amount (a "**Recovery**"), whether received as proceeds, enforcement of any right of set-off, combination of accounts or otherwise, then the amount of the applicable Senior Note Obligations shall be reinstated to the extent of such Recovery and deemed to be outstanding as if such amount had not been received by the Senior Holder and, to the extent it has occurred at or prior to the time of such Recovery, the applicable Payment in Full shall be deemed not to have occurred. If this Agreement shall have been terminated prior to such Recovery, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the Parties hereunder. The Issuer and the Subordinate Parties agree that none of them shall be entitled to benefit from any such action affecting or otherwise relating to any distribution or allocation made in accordance with this Agreement, whether by preference or otherwise, it being understood and agreed that the benefit of

such action otherwise allocable to them shall instead be allocated and turned over for application in accordance with the priorities set forth in this Agreement.

20. The Parties expressly acknowledge and agree that this Agreement shall be effective before, during and after the commencement of an insolvency proceeding. All references in this Agreement to the Issuer will include any receiver, receiver and manager, trustee in bankruptcy, other trustee or similar representative appointed in respect of the Issuer in an insolvency proceeding.
21. The Subordinate Investors acknowledge, understand and agree that they will not be authorized to rely upon the Senior Holder or the Subordinate Collateral Agent to provide them with any information concerning the financial condition or business prospects of the Issuer, the existence, quantity or value of any of the Collateral, and the Subordinate Investors alone shall be responsible for obtaining from the Issuer all information concerning the foregoing.
22. The Subordinate Parties shall not directly or indirectly take any action, consent to the taking of any action, or cause or assist any Person to take any action, to challenge or object to in any manner the Senior Note Documents, Senior Note Obligations, or Senior Note Security.

#### **Subordinate Intercreditor and Collateral Agency Terms**

23. Subject to the rights of the Senior Holder and Subordinate Collateral Agent, as among the Subordinate Investors, the Subordinate Security (and the respective rights and remedies thereunder) ranks and will continue to rank *pari passu* (based upon the Subordinate Note Obligations outstanding in favour of each Subordinate Investor) to each other in all respects in the event of payment, repayment, foreclosure or other realization of the Subordinate Security. The Issuer and each Subordinate Investor acknowledges and agrees that all payments of principal or interest (or other Subordinate Note Obligations) made by the Issuer in respect of the Subordinate Notes will be made *pro rata* based upon principal and interest, respectively, then outstanding under the Subordinate Notes (or in the case of any other Subordinate Note Obligations, based on the outstanding principal amount of the Subordinate Notes).
24. The *pari passu* status of the Subordinate Notes and the Subordinate Security provided for herein applies notwithstanding: (a) the priorities otherwise according to the Subordinate Security under applicable law; (b) the time of creation, granting, execution, delivery, attachment, registration, perfection or enforcement of the Subordinate Security; (c) that any of the Subordinate Security is defective, unperfected, void or unenforceable for any reason; (d) any failure or delay in giving any notice; (e) any defence, compensation, set-off or counterclaim that the Issuer may have or assert; (f) any dissolution, bankruptcy, receivership, winding-up, liquidation or other similar proceedings in respect of the Issuer (whether voluntary or involuntary), any proposal or similar proceeding made or

commenced by the Issuer under any bankruptcy laws or any distribution of assets of the Issuer among its lenders and any sale of all or substantially all of the assets of the Issuer; (g) any priority granted by any principle of law or any statute; or (h) any other circumstance whatsoever.

25. Each of the Subordinate Investors hereby irrevocably appoints and authorizes Export Development Canada as the collateral agent for the Subordinate Investors to act on its behalf as the Subordinate Collateral Agent hereunder and under the other Subordinate Documents and authorizes the Subordinate Collateral Agent to take such actions on its behalf and to exercise such powers and rights as are delegated to the Subordinate Collateral Agent by the terms hereof and the Subordinate Documents, together with such actions and powers as are reasonably incidental thereto.
26. The Subordinate Collateral Agent accepts such appointment and agrees to act as collateral agent for the Subordinate Investors hereunder and each of the Subordinate Investors hereby confirm and agree that all Liens held by or on behalf of the Subordinate Investors shall be held exclusively in the name of, and enforced only by, the Subordinate Collateral Agent.
27. To the extent that the Subordinate Collateral Agent receives any payment or distribution of Collateral, which shall be subject to and in accordance with Section 9, such payment or distribution shall be paid or delivered in accordance with the following sequence:
  - (a) First, in or towards payment of all of the losses and expenses and disbursements incurred by the Subordinate Collateral Agent (or any receiver, receiver and manager, trustee in bankruptcy, other trustee or similar representative, in each case, appointed by the Subordinate Collateral Agent), including without limitation any Agent Losses, to recover such monies, in each case in accordance with the Subordinate Documents;
  - (b) Second, in or towards payment of any other obligations of the Issuer owing to the Subordinate Collateral Agent (solely in its capacity as Subordinate Collateral Agent) or any receiver, receiver and manager, trustee in bankruptcy, other trustee or similar representative, in each case, appointed by the Subordinate Collateral Agent, or any representative of them entitled to such payment in accordance with the Subordinate Documents;
  - (c) Third, in or towards payment of all Subordinate Note Obligations which are due and payable at such time to the Subordinate Investors *pro rata* to the total such amounts owing to each of them.
28. The obligations of the Subordinate Collateral Agent to the Subordinate Investors are only those expressly set forth in this Agreement and the Subordinate Documents. The Subordinate Collateral Agent shall have the right to delegate any of its obligations hereunder or any Subordinate Documents to any representative or other person upon

such terms and conditions as the Subordinate Collateral Agent may think fit. The Subordinate Collateral Agent shall not have any duties or obligations to the Subordinate Investors except those expressly set forth herein and in the Subordinate Documents. Without limiting the generality of the foregoing, the Subordinate Collateral Agent:

- (a) shall not be subject to any fiduciary or other implied duties, regardless of whether an Event of Default (as defined in the Subordinate Notes) has occurred and is continuing;
- (b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Subordinate Documents that the Subordinate Collateral Agent is required to exercise as directed in writing by Subordinate Majority, but the Subordinate Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Subordinate Collateral Agent to liability or that is contrary to this Agreement, any Subordinate Document or applicable law;
- (c) shall not, except as expressly set forth herein and in the Subordinate Documents have any duty to disclose to the Subordinate Investors, and shall not be liable for the failure to disclose to the Subordinate Investors, any information relating to any of the Subordinate Investors or any of their respective affiliates that is communicated to or obtained by the Subordinate Collateral Agent or any of its affiliates in any capacity, including without limitation, as Senior Holder;
- (d) notwithstanding anything else herein contained, may refrain from doing anything that would or might in its opinion be contrary to this Agreement, any Subordinate Document or applicable law or which would or might otherwise render it liable to any Person and may do anything which is, in its opinion, necessary to comply with this Agreement, any Subordinate Document or applicable law;
- (e) shall have the right to give or enter into any obligation as it shall think fit in relation to the Collateral or the Subordinate Security, provided that doing so will not constitute a breach of this Agreement;
- (f) may refrain from bringing any proceeding or taking management or control of any Collateral until it has received such security as it may require (whether by way of deposit, payment in advance or otherwise) for all losses and expenses which it will or may expend or incur in bringing such proceeding; and
- (g) shall have the right to institute, prosecute or defend any proceeding affecting the Subordinate Collateral Agent, the Collateral or the Subordinate Security and to compromise any matter or difference or submit any such matter or difference to arbitration and to compromise or compound any debts owing to the Subordinate

Collateral Agent or any other claims against it as such agent upon being provided with such evidence as shall seem sufficient to the Subordinate Collateral Agent.

29. The Subordinate Collateral Agent shall not be liable to the Subordinate Investors, and shall be fully protected for any action taken or not taken by it (a) with the consent or at the request of the Subordinate Investors holding greater than 50% of the aggregate principal amount of the Subordinate Notes (such Subordinate Investors, the “**Subordinate Majority**” and such consent or request, “**Subordinate Majority Consent**”) or (b) in the absence of its own gross negligence or willful misconduct. The Subordinate Collateral Agent shall be deemed not to have knowledge of any Event of Default (as defined in the Subordinate Notes) unless and until written notice describing the Event of Default (as defined in the Subordinate Notes) is given to the Subordinate Collateral Agent by the Subordinate Investors or the Issuer. In no event shall the Subordinate Collateral Agent, in its capacity as collateral agent hereunder, be liable to any Subordinate Investor, the Issuer, or any other Person for special, indirect, consequential, exemplary or punitive damages (including any loss of profit, business or anticipated savings) arising out of or in connection with, or as a result of this Agreement or any Subordinate Document or the performance, improper performance or non-performance of any obligation thereunder.
30. Except as otherwise expressly specified in this Agreement, the Subordinate Collateral Agent shall not be responsible to the Subordinate Investors for or have any duty to ascertain or inquire into (a) any statement, warranty or representation made in or in connection with this Agreement or any Subordinate Document, (b) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (c) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Event of Default (as defined in the Subordinate Notes), (d) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Subordinate Document or any other agreement, instrument or document or (e) the satisfaction of any condition specified in this Agreement, other than to confirm receipt of items expressly required to be delivered to the Subordinate Collateral Agent (if any).
31. The Subordinate Collateral Agent shall be entitled to rely upon, and shall not incur any liability to the Subordinate Investors for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, internet or intranet posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Subordinate Collateral Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition under the Subordinate Documents to the sale and delivery of a Subordinate Note that by its terms must be fulfilled to the satisfaction of a Subordinate Investor, the Subordinate Collateral Agent may presume that such condition is satisfactory to such Subordinate Investor unless the Subordinate Collateral Agent shall have received written notice to the contrary

from such Subordinate Investor prior to such sale and delivery. The Subordinate Collateral Agent may consult with legal counsel, independent accountants and other experts selected by it and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

32. Each of the Subordinate Investors agrees to indemnify the Subordinate Collateral Agent, ratably according to its proportionate share of the Subordinate Note Obligations (and not jointly and severally) from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses (including counsel fees and disbursements) or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Subordinate Collateral Agent in exercising its powers, rights and remedies or performing its duties hereunder or otherwise in its capacity as the Subordinate Collateral Agent in any way relating to or arising out of this Agreement or under the Subordinate Documents ("**Agent Losses**"); provided, no such Subordinate Investor shall be liable for (a) an amount in excess of its proportionate share of outstanding Subordinate Note Obligations or (b) any portion of such Agent Losses resulting solely and proximately from the Subordinate Collateral Agent's gross negligence or willful misconduct with respect to actions or inaction that were taken or not taken, as applicable, without Subordinate Majority Consent.
33. The Subordinate Collateral Agent may at any time give notice of its resignation to the Senior Holder and the Issuer. Upon receipt of any such notice of resignation, the Subordinate Majority shall have the right (subject to the consent of the Senior Holder and, if no Event of Default (as defined in the Subordinate Notes) has occurred and is continuing, the Issuer, such consent not to be unreasonably withheld), to appoint a successor. The Subordinate Collateral Agent may also be removed at any time by the Subordinate Majority upon 30 days' notice to the Subordinate Collateral Agent and the Senior Holder and the Issuer, as long as the Subordinate Majority (subject to the consent of the Senior Holder and, if no Event of Default (as defined in the Subordinate Notes) has occurred and is continuing, the Issuer, such consent not to be unreasonably withheld) appoints and obtains the acceptance of a successor within such 30 days. If no such successor shall have been so appointed by the Subordinate Majority and shall have accepted such appointment within 30 days after the Subordinate Collateral Agent receives notice of its retirement, then the retiring Subordinate Collateral Agent may on behalf of the Subordinate Investors, appoint a successor Subordinate Collateral Agent, which shall be a financial institution or trust company with an office in Toronto, Canada or an affiliate thereof (subject to the consent of the Senior Holder and, if no Event of Default (as defined in the Subordinate Notes) has occurred and is continuing, the Issuer, such consent not to be unreasonably withheld).
34. Each of the Subordinate Investors hereby acknowledges that to the extent permitted by applicable law, any Collateral and the rights and remedies provided under the Subordinate Documents are for the benefit of the Subordinate Investors collectively and acting together and not severally and further acknowledges that its rights hereunder and

under any Collateral are to be exercised not severally, but by the Subordinate Collateral Agent upon Subordinate Majority Consent or otherwise in accordance with this Agreement. Accordingly, each of the Subordinate Investors hereby covenants and irrevocably agrees that it shall not be entitled to take any action hereunder or thereunder including, without limitation, making any demand for payment of amounts owing under the Subordinate Notes, instituting any action or proceeding, judicial or otherwise, for the purpose of enforcing or realizing upon the Subordinate Security or enforcing any obligations under the Subordinate Notes, instituting any action or proceeding, judicial or otherwise, to exercise any other remedy authorized by law or by equity for the purpose of enforcing payment of any amount in respect of the Subordinate Notes, or making any declaration of default or an Event of Default (as defined in the Subordinate Notes), but that any action shall be taken only by the Subordinate Collateral Agent with Subordinate Majority Consent or otherwise in accordance with this Agreement. Each of the Subordinate Investors hereby further covenants and irrevocably agrees that it shall cooperate fully with the Subordinate Collateral Agent to the extent requested by the Subordinate Collateral Agent, provided that the Subordinate Collateral Agent is acting with Subordinate Majority Consent or otherwise in accordance with this Agreement.

35. If Subordinate Investors constituting a Subordinate Majority grant to the Issuer, pursuant to any Subordinate Majority Consent, any waiver of any default or breach by the Issuer of any provisions of the Subordinate Notes, or any extension of time or other indulgence in respect of the obligations of the Issuer under the Subordinate Notes, then the Subordinate Investors are deemed to have provided to the Issuer the same waiver, extension or indulgence. The Subordinate Investors, having been deemed to have provided to the Issuer a waiver, extension or indulgence pursuant to this paragraph, will execute and deliver all documents reasonably required to evidence such waiver, extension or indulgence. Notwithstanding anything to the contrary contained in this Section 35, no such waiver, extension or indulgence shall be effective without the express written approval of the Subordinate Collateral Agent.
36. The Subordinate Collateral Agent shall be under no obligation or liability whatsoever:
  - a) to the Issuer as a consequence of any failure or delay in the performance by, or any breach by, any Subordinate Investor of any of its obligations under any Subordinate Notes or other Subordinate Documents;
  - b) to any Subordinate Investor, as a consequence of any failure or delay in performance by, or any breach by, the Issuer of any of its obligations under its Subordinate Notes or any other Subordinate Documents; or
  - c) to any Subordinate Investor for any statements, representations or warranties in any Subordinate Notes or the other Subordinate Documents or any other agreement, document or instrument contemplated by any Subordinate Documents or in any other information provided pursuant to any

Subordinate Document, or for the validity, effectiveness, enforceability or sufficiency of any Subordinate Notes or any other Subordinate Documents.

37. The Subordinated Collateral Agent may treat each holder of any Subordinate Notes as the holder of all rights of such Subordinate Investor in respect of such Subordinate Notes until the Subordinated Collateral Agent has received a duly executed and delivered assignment agreement (in form and substance satisfactory to the Subordinated Collateral Agent) signed by such Subordinate Investor and the assignee.
38. The Subordinate Investors acknowledge that the Subordinate Collateral Agent is also the Senior Holder and in such capacity will be free to take such actions to maximize its economic recovery in any circumstance whatsoever without regard to the effect its decisions and actions may have on the Subordinate Parties or the realizable value of the Subordinate Note Security, except as otherwise expressly provided for under the terms of this Agreement.

### **General**

39. This Agreement shall be governed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the Parties hereby irrevocably consents to the jurisdiction of the courts of the Province of Ontario and of any federal court located in Toronto, Ontario, in connection with any action or proceeding arising out of or relating to this Agreement.
40. In this Agreement:
  - (a) unless stated otherwise, references herein to “dollars” or “\$” are references to United States dollars;
  - (b) the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined;
  - (c) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;
  - (d) the words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”;
  - (e) the word “will” shall be construed to have the same meaning and effect as the word “shall”; and
  - (f) unless the context or this Agreement requires otherwise (i) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to

any restrictions on such amendments, supplements, restatements or modifications set forth herein), (ii) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (iii) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (v) any reference to any law or regulation in this Agreement shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time and (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

41. This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and there are no agreements, contracts, promises, representations, warranties, conditions, statements, arrangements or understandings between the parties hereto or their representatives, either express or implied, by operation of law or otherwise, except as set forth herein or referenced herein. No waiver, modification or amendment of any provision, term or condition hereof shall be valid unless in writing and signed by the party to be charged therewith, and any such waiver, modification or amendment shall be valid only to the extent therein set forth. Notwithstanding the foregoing, the signature or consent of the Issuer is not required to any such waiver, modification or amendment to the terms and provisions of this Agreement. The Subordinate Collateral Agent shall be authorized to approve any waiver, amendment or other modification to this Agreement or to any of the other Subordinate Documents on behalf of all the Subordinate Investors upon obtaining Subordinate Majority Consent or otherwise in accordance with this Agreement.
42. In the event of any conflict between the provisions of this Agreement and the provisions of any Senior Note Document or Subordinate Document, the provisions of this Agreement shall govern.
43. This Agreement shall be binding upon and inure to the benefit of the Senior Holder and its successors and assigns. This Agreement shall be binding upon the Subordinate Parties and their respective successors and assigns. This Agreement shall be binding upon the Issuer and its successors and permitted assigns; provided that the Issuer shall not be permitted to assign this Agreement without the prior written consent of the Senior Holder which consent may be withheld for any reason. No Subordinate Party shall be permitted to assign this Agreement without the prior written consent of the Senior Holder, except in the case of an assignment by a Subordinate Investor of all Subordinate Notes held by it that is permitted by such Subordinate Notes and all of its rights and interests and obligations in respect of such Subordinate Notes and Subordinate Note Obligations; provided that (a) it shall be a condition of such assignment that the assignee assume the

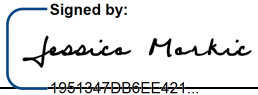
obligations of the respective assignor under this Agreement and (b) the assignee and assignor shall have complied with Section 37.

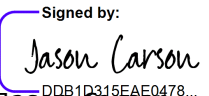
44. Subject to Section 31, all notices, requests, demands and other communications hereunder shall be in writing and shall be furnished to the parties at the addresses listed below their signatures hereunder. Notices shall be deemed to have been duly given if delivered personally, by email, mailed by registered mail, prepaid, return receipt requested or delivered by prepaid reputable overnight courier service with tracking information. Any such notice shall be deemed to be received when delivered personally, receipted, delivery confirmation received, or transmitted by email on a business day unless such transmission is received after 4:00 p.m., Toronto time, in which case it shall be deemed to have been received the following business day, as the case may be.
45. This Agreement is for the benefit of the parties hereto only and may not be relied upon by any third party for any reason whatsoever.
46. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement. A facsimile or other reproduction of this Agreement may be executed by one or more of the parties hereto, and an executed copy of this Agreement may be delivered by one or more of the parties hereto by facsimile or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes.
47. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
48. The Issuer acknowledges and agrees that each other Party may share information about the Issuer with each other.

[Remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective authorized officers as of the date first above written.

**EXPORT DEVELOPMENT CANADA, as  
Senior Holder and as a Subordinate Investor**

By:  Signed by:  
Name: Jessica Markic  
Title: Special Risks Manager

By:  Signed by:  
Name: Jason Carson  
Title: Principal, Special Risks

**Address for Notice:**

Export Development Canada  
150 Slater Street, Ottawa, Ontario, K1A 1K3

Attention: Jason Carson; Jessica Markic  
Email: jcarson@edc.ca; jmarkic@edc.ca


With a copy to:

Fasken Martineau DuMoulin LLP  
333 Bay Street, Suite 2400  
Toronto, Ontario M5H 2T6

Attention: Alexander Bayus; Aaron Stefan  
Email: [abayus@fasken.com](mailto:abayus@fasken.com);  
[astefan@fasken.com](mailto:astefan@fasken.com)

**EXPORT DEVELOPMENT CANADA, as  
Subordinate Collateral Agent**

By:   
Signed by:  
1951347DB6FF421  
Name: Jessica Markic  
Title: Special Risks Manager

By:   
Signed by:  
DD81D815EAE50478...  
Name: Jason Carson  
Title: Principal, Special Risks

**Address for Notice:**

Export Development Canada  
150 Slater Street, Ottawa, Ontario, K1A 1K3

Attention: Jason Carson; Jessica Markic  
Email: jcarson@edc.ca; jmarkic@edc.ca

With a copy to:


Fasken Martineau DuMoulin LLP  
333 Bay Street, Suite 2400  
Toronto, Ontario M5H 2T6

Attention: Alexander Bayus; Aaron Stefan  
Email: [abayus@fasken.com](mailto:abayus@fasken.com);  
[astefan@fasken.com](mailto:astefan@fasken.com)

-S-

Acknowledged and agreed as of the date first above written:

**SYNAPTIVE MEDICAL INC.**

By:   
Name: Cameron Piron  
Title: President

**Address for Notice:**

c/o Synaptive Medical Inc.

Canada

Attention: Dylan White, Chief Legal Officer  
and Corporate Secretary

Email:

corporate.secretary@synaptivemedical.com

Schedule "A"

**JOINDER TO AND ACKNOWLEDGMENT OF SUBORDINATION,  
INTERCREDITOR AND COLLATERAL AGENCY AGREEMENT**

TO: SYNAPTIVE MEDICAL INC. (the "**Issuer**")

AND TO: Each other Party to the Subordination, Intercreditor and Collateral Agency Agreement between, *inter alios*, the Issuer, the Senior Holder, the Subordinate Collateral Agent, the Subordinate Investors, and such other parties thereto from time to time (the "**Agreement**")

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I, the undersigned, acknowledge that I have received and reviewed a copy of the Agreement and, by execution of this acknowledgment, I hereby agree that:

- (a) Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement;
- (b) I am a Party to the Agreement as a Subordinate Investor, as defined in, and for all purposes of, the Agreement, with my interests thereunder represented by the Subordinate Collateral Agent as more fully set forth therein;
- (c) I am bound by all of the terms of the Agreement as a Subordinate Investor; and
- (d) The subordinate note issued by the Issuer to the undersigned dated on or about the date hereof is deemed to be a "Subordinate Note" as defined in, and for all purposes of, the Agreement.

I agree that to be bound by the provisions of the Agreement as if I were an original signatory thereto.

[Remainder of this page left intentionally blank.]

DATED and signed at \_\_\_\_\_ on \_\_\_\_\_, \_\_\_\_.

**NAME OF CORPORATE SUBORDINATE  
INVESTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

**Address for Notice:**

Attention:

Email:

*OR*

SIGNED AND DELIVERED in the )  
presence of: )  
)  
)

\_\_\_\_\_  
Witness )

\_\_\_\_\_  
**Name of Individual  
Subordinate Investor:**

Schedule G  
**LIEN MATTERS**

Any lien under the *Repair and Storage Liens Act* (Ontario), or a similar form of lien, in favour of Pacer Air Freight Ltd

Schedule H  
**REPORTING**

The Company will provide the Investor with the following documents and information:

- (a) a balance sheet, and an income statement, within 30 days of the end of each calendar month;
- (a) the annual capital and operating budget approved by the Board or presented to the Board for approval at least 45 days following to the start of each fiscal year of the Company;
- (b) commencing with the year ended December 31, 2026, annual audited financial statements, including a balance sheet, income statement, cash flow statement, statement of shareholders' equity and accompanying notes within 180 days of the end of each fiscal year of the Company;
- (c) within 5 days of Investor's reasonable request from time to time, such other financial and business information or document with respect to the Company or its subsidiaries.

Schedule I  
**EXISTING DEBT, DEBENTURES AND NOTES**

The other Notes and the security interest in respect thereof.

The Senior Rollover Indebtedness and the security interest in respect thereof.

The following Permitted Liens and any Indebtedness secured thereby:

	File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments	
					CG	I	E	A	O	MV		
1.	File No. 512806311 <b>PPSA</b>  20250121 0937 1532 2928 Reg. 03 year(s)	2	SYNAPTIVE MEDICAL INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1			X	X	X			
General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF 20 DELL MOBILE PRECISION WORKSTATION 5560 CTO, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.												
	File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments	
					CG	I	E	A	O	MV		
2.	File No. 512809857 <b>PPSA</b>  20250121 0952 1532 3270 Reg. 03 year(s)	5	SYNAPTIVE MEDICAL INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1			X	X	X			
General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF DELL WORKSTATIONS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS,												

ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.									
2.	7	SYNAPTIVE MEDICAL INC.				XXX			
20250128 0941 4085 0469									
A AMENDMENT									
Reason for Amendment: UPDATE EQUIPMENT DESCRIPTION IN THE GENERAL COLLATERAL SECTION									
General Collateral Description: DELETED ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF DELL WORKSTATIONS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM. ADDED ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF FIFTEEN (15) HP ELITEBOOK 840 G8 - 14" LAPTOPS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.									
File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.					Comments
				CG	I	E	A	O	
3.	File No. 512812809 <b>PPSA</b>  20250121 0958 1532 3519 Reg. 05 year(s)	13	SYNAPTIVE MEDICAL INC.	DE LAGE LANDEN FINANCIAL SERVICES CANADA INC. 5046 MAINWAY, UNIT 1 BURLINGTON ON L7L 5Z1			XXX		
General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF DELL WORKSTATIONS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.THE FULL DEBTOR ADDRESS IS - 555 RICHMOND STREET WEST, SUITE 800ITE 800 TORONTO M5V 3B1									



ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.

File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
5. File No. 508596111 <b>PPSA</b>  20240827 1500 1532 6127 Reg. 04 year(s)	25	SYNAPTIVE MEDICAL INC	HEWLETT- PACKARD FINANCIAL SERVICES CANADA COMPANY 1875 BUCKHORN GATE, SUITE 202 MISSISSAUGA ON L4W 5P1  COMPAGNIE DE SERVICES FINANCIERS HEWLETT- PACKARD CANADA 1875 BUCKHORN GATE, SUITE 202 MISSISSAUGA ON L4W 5P1			X	X	X	X	

Amount Secured:  
\$82599.36

**General Collateral Description:**

ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR "HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS, PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS, AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS, REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR OTHERWISE INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE

SOLUTIONS), FURNITURE AND FIXTURES, RACKS, ENCLOSURES AND NODES, AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, LICENSES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.					Comments
				CG	I	E	A	O	
10. File No. 779905026 <b>PPSA</b>  20220125 1425 8077 6672 Reg. 4 year(s)	40	SYNAPTIVE MEDICAL INC	HEWLETT- PACKARD FINANCIAL SERVICES CANADA COMPANY 5150 SPECTRUM WAY MISSISSAUGA ON L4W 5G1  COMPAGNIE DE SERVICES FINANCIERS HEWLETT- PACKARD CANADA 5150 SPECTRUM WAY MISSISSAUGA ON L4W 5G1					X	
No Fixed Maturity Date									
General Collateral Description: ALL PRESENT AND FUTURE GOODS, SOFTWARE AND OTHER PERSONAL PROPERTY NOW OR HEREAFTER FINANCED OR LEASED BY SECURED PARTY TO DEBTOR, WHETHER OR NOT BEARING THE NAME "HEWLETT-PACKARD", "HP" OR "HEWLETT PACKARD ENTERPRISE" OR ANOTHER TRADE MARK OR TRADE NAME OWNED BY A MEMBER OF THE CORPORATE FAMILY OF ANY OF THE FOREGOING, INCLUDING WITHOUT LIMITATION ALL COMPUTER, TELECOMMUNICATIONS, PRINTING, IMAGING, COPYING, SCANNING, PROJECTION, GRAPHICS, NETWORKING, STORAGE AND POINT OF SALE EQUIPMENT, INCLUDING WITHOUT LIMITATION SERVERS, LAPTOPS, DESKTOPS, TABLETS, SMART PHONES AND OTHER HAND HELD DEVICES, PRINTERS, PRINTING PRESSES, SCANNERS, FAX MACHINES, DIGITAL PHOTOGRAPHY AND IMAGING DEVICES, INK, TONER, WORKSTATIONS, PLATFORM CARTS, TAPE LIBRARIES, ATMS, CASH REGISTERS? AND ANY AND ALL ATTACHMENTS, ACCESSORIES, ADDITIONS, GENERAL INTANGIBLES, SUBSTITUTIONS, PRODUCTS,									

REPLACEMENTS, RENTALS, MANUALS AND ANY RIGHT, TITLE OR INTEREST IN ANY SOFTWARE USED TO OPERATE OR OTHERWISE INSTALLED IN ANY OF THE FOREGOING (INCLUDING WITHOUT LIMITATION NETWORKING SOLUTIONS, SYSTEM SECURITY AND STORAGE SOLUTIONS, CLOUD SOLUTIONS, AND ENTERPRISE SOLUTIONS), FURNITURE AND FIXTURES, RACKS, ENCLOSURES AND NODES? AND ALL PROCEEDS OF THE FOREGOING INCLUDING WITHOUT LIMITATION, MONEY, CHATTEL PAPER, INTANGIBLES, GOODS, DOCUMENTS OF TITLE, INSTRUMENTS, INVESTMENT PROPERTY, FIXTURES, LICENCES, SUBSTITUTIONS, ACCOUNTS RECEIVABLE, RENTAL AND LOAN CONTRACTS, ALL PERSONAL PROPERTY RETURNED, TRADED-IN OR REPOSSESSED AND ALL INSURANCE PROCEEDS AND ANY OTHER FORM OF PROCEEDS.

File No. / Reg. No.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class.						Comments
				CG	I	E	A	O	MV	
13. File No. 711090585 <b>PPSA</b>  20151022 1435 1530 1311 Reg. 5 year(s)	52	SYNAPTIVE MEDICAL INC.	ROYAL BANK OF CANADA 36 YORK MILLS ROAD, 4TH FLOOR TORONTO ON M2P 0A4				XX			
13. 20200918 1454 1530 6612  B RENEWAL Renew 5 year(s)	53	SYNAPTIVE MEDICAL INC.								

**EXPORT DEVELOPMENT CANADA**

**-and- SYNAPTIVE MEDICAL INC.**  
Applicant

Respondent  
Court File No. CL-26-00000173-0000

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

**Proceeding commenced at**  
**Toronto**

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**APPLICATION RECORD**  
**VOLUME 1 OF 2**  
**(Appointing Receiver)**

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**FASKEN MARTINEAU DuMOULIN LLP**  
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Tel: 416 868 3409

Lawyers for the Applicant, Export  
Development Canada