

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

B E T W E E N:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

SYNAPTIVE MEDICAL INC.

Respondent

APPLICATION UNDER s. 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, and s. 101 of the *Courts of Justice Act*, RSO 1990, c C.43, as amended

**FACTUM OF THE RECEIVER
(SISP APPROVAL MOTION)**

May 11, 2026

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TO: THE SERVICE LIST

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PART I - INTRODUCTION

1. Richter Inc. (“**Richter**”), as the receiver and manager (in such capacity, the “**Receiver**”) of Synaptive Medical Inc. (“**Synaptive**”), brings this motion to approve a stalking horse sale and investment solicitation process (the “**SISP**”) and related relief.

2. The SISP and related stalking horse agreement (the “**Stalking Horse Agreement**”) were developed in consultation with Synaptive’s senior secured creditor, Export Development Canada (“**EDC**”). The terms of each are fair and reasonable in the circumstances. The SISP is likely to generate a transaction that will satisfy the *Soundair* principles. If the relief sought is not granted, the Receiver will have to pivot to a liquidation of Synaptive’s Property, which would be a substantially less beneficial outcome than that contemplated by the offer contained in the Stalking Horse Agreement.

PART II - SUMMARY OF FACTS

(i) Synaptive’s Background and CCAA Proceedings

3. Synaptive is a privately held medical device and technology company specializing in hardware and software products focused on surgical planning and navigation, robotic digital microscopy, and magnetic resonance imaging. Synaptive’s business and the history of these proceedings are set out in the Pre-Filing Report of the Proposed Receiver dated April 27, 2026 (“**Pre-Filing Report**”) and the First Report of the Receiver dated May 7, 2026 (“**First Report**”).¹

4. Synaptive recently went through an extensive court-supervised marketing process prior to this receivership proceeding. In March 2025, Synaptive ran into a liquidity crisis that eventually

¹ Pre-Filing Report of the Proposed Receiver dated April 27, 2026, Receiver’s Motion Record (“**RMR**”), Tab 2 (“**Pre-Filing Report**”), paras 9-12; First Report of the Receiver dated May 7, 2026, RMR, Tab 3 (“**First Report**”), paras 2 and 11-17.

led to Synaptive's default under one of its key loan facilities.² On March 19, 2025, it was granted protection under the *Companies' Creditors Arrangement Act* (the "**CCAA Proceedings**"), and Richter was appointed as monitor (in such capacity, the "**Monitor**").³ On March 26, 2025, this Court issued a SISP Approval Order in the CCAA Proceedings that authorized Synaptive to conduct a sale and investment solicitation process ("**CCAA SISP**") overseen by the Monitor, to identify a restructuring, sale or reorganization transaction in respect of its property and/or business.⁴

5. The Monitor conducted the two-phase CCAA SISP directly (without the engagement of a sales agent) over a period of nine weeks. The Monitor broadly advertised the CCAA SISP in national news outlets and distributed the CCAA SISP Teaser to approximately 228 Potential Bidders, including more than 79 strategic companies. The Monitor's efforts resulted in 24 Potential Bidders executing non-disclosure agreements ("**NDA**") and gaining access to the data room. The CCAA SISP ultimately received six bidders in phase one, three of which were deemed to be qualified bidders in phase two.⁵

6. The CCAA SISP concluded with a sale (the "**CCAA Transaction**") to 1001253954 Ontario Inc. On June 18, 2025, this Court granted an Approval and Reverse Vesting Order approving the CCAA Transaction, which subsequently closed on June 26, 2025. On closing, Synaptive was removed as an applicant in the CCAA Proceedings.⁶

² First Report, para 11.

³ First Report, para 12.

⁴ First Report, para 13. The CCAA SISP is described in more detail in the Third Report of the Monitor in the CCAA Proceedings dated June 14, 2025 ("**Third CCAA Report**"), First Report, Appendix B, RMR, Tab 3B.

⁵ Third CCAA Report, para 5.2; First Report, para 47.

⁶ First Report, para 14.

7. Under the CCAA Transaction, Synaptive was required to issue new promissory notes to the holders of certain senior and junior secured debt instruments. EDC's previous senior secured credit facility was reissued as a new senior rollover note in the amount of US\$6,000,000 at an interest rate of 8.0% *per annum* (the "**Senior Note**"); and a junior secured promissory note between Synaptive and EDC, pursuant to which Synaptive agreed to pay EDC the principal amount of US\$11,420,380.87 at an interest rate of 8.00% *per annum* (the "**EDC Junior Note**" and together with the Senior Note, the "**Notes**"). Synaptive issued additional junior secured promissory notes (the "**Additional Junior Notes**") to certain prior debenture holders, pursuant to which Synaptive agreed to pay such additional junior noteholders the principal amount of US\$2,579,709.14 at an interest rate of 8.00% *per annum*. The Additional Junior Notes rank *pari passu* with the EDC Junior Note.⁷

(ii) Post-CCAA Default and Receivership Order

8. At the time of the CCAA Transaction, Synaptive contemplated a significant post-closing investment under its new ownership that ultimately failed, which left the business lacking in critical working capital. Synaptive ran into further liquidity issues in March 2026, resulting in defaults on its obligations under the Notes. Specifically:

- (a) Synaptive's cash flow forecast projected that Synaptive would deplete its cash reserves in or around the week of April 17, 2026;
- (b) 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, which it did; and

⁷ First Report, paras 15, 18-19.

(c) Since April 17, 2026, all of Synaptive's directors have resigned.⁸

9. On April 28, 2026, this Court granted an order appointing Richter as Receiver ("**Receivership Order**").⁹ The Receivership Order, among other things:

(a) Stayed all proceedings as against Synaptive, except for a pending WEPPA Dispute;¹⁰

(b) Empowered and authorized the Receiver to market, solicit offers for and sell the Property, with the Court's approval;

(c) Authorized the Receiver to take possession of and exercise control over the Property and to terminate employees; and

(d) Granted two super-priority charges, being:

(i) **Receiver's Charge:** a super-priority charge against all of the Property to secure payment of the Court-approved fees and disbursements of the Receiver and its legal counsel; and

(ii) **Receiver's Borrowings Charge:** a super-priority charge (ranking only after the Receiver's Charge) against the Property, to secure repayment of up to \$400,000 borrowed by the Receiver under Receiver's Certificates.

10. Since the Receivership began, all of Synaptive's directors and employees in Canada have resigned or been terminated by the Receiver. The Receiver has engaged certain former employees

⁸ First Report, para 16.

⁹ Order of Dietrich J dated April 28, 2026, RMR, Tab 3A; First Report, para 17.

¹⁰ Pre-Filing Report, paras 13-16.

on an independent contractor basis to assist with certain accounting functions, maintaining patent renewals and other IP maintenance actions, among other things.¹¹

11. Apart from the Notes, Synaptive has obligations to other secured creditors. The Receiver has obtained a security opinion in respect of these obligations and has been in contact with Synaptive's landlords, credit card facility provider and two warehousing agents providing storage services for Synaptive's goods.¹² The Receiver's activities are more fully described in the First Report.¹³

(iii) The Stalking Horse Agreement

12. The Receiver has also engaged in discussions and negotiations with a group of former management employees about their intention to raise further equity investment in Synaptive. This investor group is represented by 10001599818 Ontario Inc. (the "**Stalking Horse Bidder**"), which has agreed to be the stalking horse bidder in this SISP.¹⁴

13. The Stalking Horse Bidder has offered financing up to \$1,000,000 for the Receiver to fund (i) the Receivership Proceedings, (ii) certain required patent and business maintenance costs, and (iii) the implementation of the SISP (the "**Stalking Horse Bidder's Funding**"). Advances pursuant to the Stalking Horse Bidder's Funding will be secured on a super-priority basis by a second Receiver's Borrowings Charge (the "**Second Receiver's Borrowings Charge**", which is sought on this motion) behind the Receiver's Charge and the existing Receiver's Borrowings Charge. The Stalking Horse Bidder intends to credit bid the amounts advanced under the Second Receiver's Borrowings Charge as part of the consideration offered in the Stalking Horse Bid. In the event that

¹¹ First Report, para 29(d)-(e).

¹² Pre-Filing Security Review, Pre-Filing Report, Appendix A, RMR, Tab 2A; First Report, paras 18-28 and 29(b).

¹³ First Report, para 29.

¹⁴ First Report, para 6(c) and Stalking Horse Agreement dated May 7, 2026, First Report, Appendix C, RMR, Tab 3C ("**Stalking Horse Agreement**").

the Stalking Horse Bid is the successful bid in the SISP but the transaction contemplated by the Stalking Horse Agreement does not close due to the Stalking Horse Bidder's breach or default, the Second Receiver's Borrowing Charge will be subordinated and postponed to the obligations owed to EDC under the Senior Note.¹⁵

14. The key terms of the Stalking Horse Agreement include: (i) cash consideration equal to all advances under the Receiver's Charge and Receiver's Borrowings Charges (other than any portion of such charges which are credit bid), plus an expense reserve for the Receiver's post-closing costs; (ii) a working capital injection of \$5 million (less the cash consideration); and (iii) the rollover of the Senior Note into a new Rollover Note in favour of EDC for US\$6 million at an interest rate of 8.0% *per annum*.¹⁶ As noted above, the Stalking Horse Bidder also intends to credit bid all amounts advanced under the Stalking Horse Bidder's Funding as secured by a second Receiver's Borrowings Charge.¹⁷

15. The Stalking Horse Agreement includes some bid protection elements, including an expense reimbursement to the Stalking Horse Bidder of \$50,000 (in the event that the Stalking Horse Agreement is not the successful bid) and an overbid amount to be determined by the Receiver, which is presently set at \$100,000. The expense reimbursement is less than 1% of the total consideration under the Stalking Horse Agreement.¹⁸ The full terms of the Stalking Horse Agreement are appended to the First Report at Appendix C.¹⁹

¹⁵ First Report, paras 6(f) and 32-33; Stalking Horse Agreement, art. 7.2(b).

¹⁶ Stalking Horse Agreement, art. 2.1.

¹⁷ First Report, para 40; Stalking Horse Agreement, arts. 7.2(b) and Sch. J.

¹⁸ First Report, paras 31-34.

¹⁹ See Stalking Horse Agreement, arts. 2.1, 9.2 and defined terms, among others.

(iv) The SISP

16. In addition to conducting the CCAA SISP less than a year ago, Richter has continued to assist Synaptive in its capacity as Financial Advisor.²⁰ It has maintained a close working relationship with Synaptive and has retained access to all of the information previously gathered about the Property, business and investment opportunity, and about parties that expressed interest during the CCAA SISP.²¹ As such, the Receiver has the requisite information and insight into Synaptive's business to recommend a streamlined SISP in this Receivership.

17. The SISP timeline envisions a one-phase SISP with a potential auction if other qualified bidders emerge. The entire process is contemplated to be completed by June 30, 2026. The SISP as proposed will be an efficient process that can generate sufficient interest in the market on a short timeline. EDC has advised the Receiver that it will not submit a bid in the SISP.²²

18. Given the nature of Synaptive's Property, it is anticipated that there may be bids that require the Receiver to apply different assessment criteria. The Receiver retains the discretion, in consultation with EDC, to waive certain bid requirements and to determine the bid that is most beneficial to the stakeholders, considering among other things, the amount and nature of consideration offered, the certainty of the transaction closing, the quantum of working capital invested, and the proposed assumption of any liabilities and related impact on recoveries for creditors.²³

²⁰ Pre-Filing Report, paras 4, 18-19.

²¹ Pre-Filing Report, para 20; First Report, paras 46-49.

²² First Report, paras 50-51.

²³ First Report, para 52; Sale and Investment Solicitation Process, para 22, First Report, Appendix D, RMR, Tab 3D ("SISP Procedures").

19. Further details of the SISP are summarized in the First Report at paragraph 51 and the full terms are included at Appendix D.²⁴

PART III - STATEMENT OF ISSUES, LAW & AUTHORITIES

20. The issues before this Court are, among other things, whether the Court should approve:

- (a) the SISP and Stalking Horse Agreement;
- (b) certain changes to the Court-ordered charges, and their priority and subordination;
and
- (c) the Receiver's activities and Reports.

A. THE COURT SHOULD APPROVE THE SISP AND STALKING HORSE AGREEMENT

21. The reasonableness and adequacy of a receiver's sales process must be assessed in light of the approval factors that the Court will later use to assess a proposed sale. These factors, identified in the Ontario Court of Appeal's decision in *Royal Bank of Canada v. Soundair Corp.*, include: (i) whether the receiver has made a sufficient effort to get the best price and has not acted improvidently; (ii) the efficacy and the integrity of the process by which offers are obtained; (iii) whether there has been unfairness in the working out of the process; and (iv) the interests of all parties.²⁵

22. When approving a proposed sales and marketing process, including one that involves a stalking horse bidder, the Court will review the following criteria set forth in *CCM Master*

²⁴ First Report, para 51 and SISP Procedures in Appendix D.

²⁵ *CCM Master Qualified Fund v blutip Power Technologies*, 2012 ONSC 1750 at [para 6](#) [*CCM*]; citing *Royal Bank of Canada v Soundair Corp.*, 1991 CanLII 2727 (ONCA) at [para 16](#) [*Soundair*].

Qualified Fund v. blutip Power Technologies (which operate harmoniously with the principles set out in *Soundair*):

- (a) the fairness, transparency and integrity of the proposed process;
- (b) the commercial efficacy of the proposed process in light of the specific circumstances facing the Receiver; and
- (c) whether the sales process will optimize the chances of securing the best possible price for the assets up for sale.²⁶

23. The SISP is necessary to realize and maximize the value of the Property and the business for the benefit of all stakeholders. The proposed SISP satisfies the factors set out in *CCM* as set out below and ought to be approved.

(i) *Fairness, Transparency and Integrity*

24. The proposed SISP is fair and transparent. All prospective purchasers that execute an NDA will be provided with access to the data room containing additional information about Synaptive's Property. Among other things, bidders must provide definitive evidence of available financing and a cash deposit, which will allow the Receiver to allocate its time and effort to parties that have a reasonable prospect of consummating a transaction.²⁷

25. The Receiver also consulted with and obtained approval from Synaptive's senior secured creditor, EDC, in the development of the SISP and of the Stalking Horse Agreement.²⁸

²⁶ *CCM Master Qualified Fund v blutip Power Technologies*, 2012 ONSC 1750 at [paras 6-7](#).

²⁷ First Report, para 51(b).

²⁸ First Report, paras 38 and 50.

(ii) Commercial Efficacy

26. The proposed SISP is commercially efficient in light of the circumstances faced by the Receiver. The Receiver has extensive experience selling distressed assets and businesses, and of Synaptive in particular, arising from the previous CCAA SISP.

27. Given the broad canvassing of the market recently in the CCAA SISP, the Receiver's expectation is that an abridged marketing period would be suitable for this SISP. The Receiver anticipates actively engaging with previous bidders and has already received inbound requests from interested parties. This broad interest in the SISP will be beneficial to maximize recoveries for all stakeholders.²⁹

28. The SISP contains specific criteria for bidders that create a commercially efficient process. The proposed streamlined, one-phase approach and expedited timelines of the SISP are sufficient to allow interested parties to perform diligence and submit offers, while balancing the need for a transaction that will close quickly and prevent deterioration in value of Synaptive's Property, e.g., the expiry of patents or termination of support services.³⁰ Without an expedited and efficient going concern sales process and tailored reverse vesting order, Synaptive's medical device licenses would not be preserved.³¹ In addition, a key criteria for ensuring Synaptive's future success is the ability of a bidder to re-hire terminated employees. A prolonged sales process will have a negative impact on any bidder's ability to reengage employees who may accept other job offers if there is a material delay. These criteria are typical to proceedings of this nature and are considered commercially reasonable.

²⁹ First Report, paras 47-48 and 54-57.

³⁰ First Report, para 49.

³¹ Pre-Filing Report, para 28.

29. The Stalking Horse Agreement is also commercially reasonable as it provides for the Stalking Horse Bidder's Funding of the SISP where no other funding would be available and where the Stalking Horse Bidder has an interest in ensuring Synaptive sees a positive outcome. It also ensures that, in the event of a default by the Stalking Horse Bidder as the successful bidder, the Second Receiver's Borrowing Charge will be subordinated and postponed to the obligations owed to EDC under the Senior Note so that EDC will not be prejudiced.³²

(iii) Optimizing Chances of Best Possible Sale Price

30. The proposed SISP and Stalking Horse Agreement will assist the Receiver in maximizing transaction value. The single-phase SISP has been carefully considered to ensure that the Receiver balances the efficiency of a quick process with the ability to thoroughly canvass previously interested bidders and the broader market.

31. When assessing whether the purchase price in a stalking horse bid is fair and reasonable, the Court considers whether the bid "represents a fair and reasonable benchmark for all other bids" in the sale process.³³ That standard is met, as the terms and total consideration provided by the Stalking Horse Agreement are commercially reasonable in the circumstances. The SISP also permits other bids with different purchase consideration, assumption of liabilities, quantum of capital injected into the business or other investment structures with a separate net economic effect to become competitive in the process.³⁴

32. The Stalking Horse Agreement is a useful and reasonable tool in this SISP, as it sets a baseline or floor price and includes a credit bidding component. The Stalking Horse Agreement

³² First Report, para 33(c).

³³ *Danier Leather Inc. (Re)*, 2016 ONSC 1044 at [para 40](#).

³⁴ See the Receiver's bid considerations as set out in the First Report, para 52.

will add competitive tension, thereby increasing the value derived from the Property. A competitive SISP will provide an opportunity to complete a transaction with greater value than the Stalking Horse Agreement, should one materialize.

33. The Receiver will conduct an auction if more than one qualified bid is received by the bid deadline set out in the SISP. The Receiver will, in accordance with the SISP criteria, identify the lead bid and invite bidders in the auction to submit higher cash offers.³⁵

34. The Stalking Horse Bid does not include a break fee, but instead has an Expense Reimbursement of \$50,000, which represents less than 1% of the Total Consideration,³⁶ as well as an overbid amount that the Receiver has set at \$100,000.³⁷ The Receiver considers these to be reasonable in comparison to other stalking horse agreements it has reviewed, wherein similar provisions were approved in transactions of this nature. Based on this comparison, the Receiver is of the view that the Expense Reimbursement is reasonable to compensate the Stalking Horse Bidder for its costs and expenses in relation to entering into the Stalking Horse Agreement and is well below market standards. The Receiver maintains the discretion to amend the overbid amount, but is of the view that the present overbid amount will not chill third-party bidding during the SISP.³⁸

35. It is in the best interests of Synaptive and its creditors and stakeholders that the Stalking Horse Bid be approved in order to maximize value and to protect downside risk in the event that a superior offer is not submitted.

³⁵ See the auction provisions in the SISP Procedures, Appendix D, paras 25-27.

³⁶ The Total Consideration as described in paragraph 14 above and as defined in the Stalking Horse Agreement at art. 2.1 includes (i) cash consideration equal to the Receiver's charges plus an expense reserve for the Receiver's post-closing expenses; (ii) a working capital injection of \$5 million, less the cash consideration; (iii) a credit bid of the Second Receiver's Borrowings Charge; and (iv) issuance of the EDC Rollover Note as appended at Sch. J.

³⁷ First Report, paras 41-44 and Stalking Horse Agreement, arts. 9.2-9.4.

³⁸ First Report, paras 43 and 57(f).

B. THE PRIORITY AND SUBORDINATION OF CHARGES SHOULD BE APPROVED

36. To implement the Stalking Horse Bidder's Funding, the Receiver is seeking to amend and restate the Receivership Order to include the following:³⁹

- (a) Approval of the Stalking Horse Bidder's Funding;
- (b) Redefining the existing Receiver's Borrowings Charge as the "First Receiver's Borrowings Charge"; and
- (c) Granting the Second Receiver's Borrowings Charge in favour of the Stalking Horse Bidder with the priorities described above.⁴⁰

37. EDC will not provide funding to advance the SISF. Without the Stalking Horse Bidder's Funding and the super-priority for the Second Receiver's Borrowings Charge described above and in the First Report at paragraphs 31-34, the Receiver would be forced to pivot to a liquidation, which would likely result in lower overall consideration received for the business or Property.⁴¹ The proposed changes in the Amended and Restated Receivership Order merely reflect the necessary changes to the court-ordered charges to facilitate the funding of the SISF.

C. THE RECEIVER'S ACTIVITIES AND REPORTS SHOULD BE APPROVED

38. Richter has undertaken ongoing efforts to engage with Synaptive in the period following Synaptive's exit from the CCAA, as set out in the Pre-Filing Report.⁴² Since the Receivership Order was granted, the Receiver has continued with its considerable efforts to properly administer

³⁹ *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, [s 243\(6\)](#); Draft Amended and Restated Order, RMR, Tab 5.

⁴⁰ First Report, paras 32-33.

⁴¹ First Report, para 34.

⁴² Pre-Filing Report, paras 17-19.

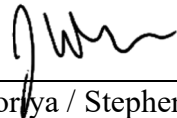
Synaptive's assets and engage with its stakeholders and creditors, and to negotiate the SISP and Stalking Horse Agreement as set out in the First Report.⁴³

39. These activities were all necessary and undertaken in good faith and in furtherance of the Receiver's duties and powers under the Receivership Order. The First Report, and the Receiver's activities set out therein, reflect the proper and diligent execution of the Receiver's duties and should be approved by this Court.

PART IV - ORDER REQUESTED

40. Based on the foregoing, the Receiver respectfully requests that the Court grant the proposed form of SISP Approval Order and the Amended and Restated Receivership Order, found at Tabs 4 and 5 of the Motion Record respectively.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 11th day of May, 2026.



Tushara Weerasooriya / Stephen Brown-
Okruhlik / Jasmine Landau

⁴³ First Report, paras 18-29, 37-38 and 48-50.

SCHEDULE “A”

LIST OF AUTHORITIES

1. *CCM Master Qualified Fund v blutip Power Technologies*, [2012 ONSC 1750](#)
2. *Danier Leather Inc. (Re)*, [2016 ONSC 1044](#)
3. *Royal Bank of Canada v Soundair Corp.*, [1991 CanLII 2727](#) (ONCA)

I certify that I am satisfied as to the authenticity of every authority.

Note: Under the Rules of Civil Procedure, an authority or other document or record that is published on a government website or otherwise by a government printer, in a scholarly journal or by a commercial publisher of research on the subject of the report is presumed to be authentic, absent evidence to the contrary (rule 4.06.1(2.2)).

Date May 11, 2026



Signature

Jasmine Landau

SCHEDULE “B”

TEXT OF STATUTES, REGULATIONS & BY - LAWS

1. *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, [s 243](#)

PART XI - Secured Creditors and Receivers

Court may appoint receiver

243 (1) Subject to subsection (1.1), on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:

- (a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;
- (b) exercise any control that the court considers advisable over that property and over the insolvent person’s or bankrupt’s business; or
- (c) take any other action that the court considers advisable.

Restriction on appointment of receiver

(1.1) In the case of an insolvent person in respect of whose property a notice is to be sent under subsection 244(1), the court may not appoint a receiver under subsection (1) before the expiry of 10 days after the day on which the secured creditor sends the notice unless

- (a) the insolvent person consents to an earlier enforcement under subsection 244(2); or
- (b) the court considers it appropriate to appoint a receiver before then.

Definition of *receiver*

(2) Subject to subsections (3) and (4), in this Part, *receiver* means a person who

- (a) is appointed under subsection (1); or
- (b) is appointed to take or takes possession or control — of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt — under

(i) an agreement under which property becomes subject to a security (in this Part referred to as a “security agreement”), or

(ii) a court order made under another Act of Parliament, or an Act of a legislature of a province, that provides for or authorizes the appointment of a receiver or receiver-manager.

Definition of *receiver* — subsection 248(2)

(3) For the purposes of subsection 248(2), the definition *receiver* in subsection (2) is to be read without reference to paragraph (a) or subparagraph (b)(ii).

Trustee to be appointed

(4) Only a trustee may be appointed under subsection (1) or under an agreement or order referred to in paragraph (2)(b).

Place of filing

(5) The application is to be filed in a court having jurisdiction in the judicial district of the locality of the debtor.

Orders respecting fees and disbursements

(6) If a receiver is appointed under subsection (1), the court may make any order respecting the payment of fees and disbursements of the receiver that it considers proper, including one that gives the receiver a charge, ranking ahead of any or all of the secured creditors, over all or part of the property of the insolvent person or bankrupt in respect of the receiver’s claim for fees or disbursements, but the court may not make the order unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations.

Meaning of *disbursements*

(7) In subsection (6), *disbursements* does not include payments made in the operation of a business of the insolvent person or bankrupt.

EXPORT DEVELOPMENT CANADA and
Applicant

SYNAPTIVE MEDICAL INC.
Respondent

Court File No.: CL-26-00000173-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at TORONTO

FACTUM OF THE RECEIVER
(SISP Approval Motion)

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