

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.

Applicant

RESPONDING MOTION RECORD OF THE
ATTORNEY GENERAL OF CANADA
(returnable November 12, 2025)

September 17, 2025

ATTORNEY GENERAL OF CANADA

Department of Justice Canada
National Litigation Sector
Ontario Regional Office
120 Adelaide Street West, Suite 400
Toronto, ON, M5H 1T1

Per: Walter Kravchuk

LSO#: 57160U
Tel: 365-375-2752
Email: walter.kravchuk@justice.gc.ca

Per: Emily Atkinson

LSO#: 76906B
Tel: 416-988-2475
Email: emily.atkinson@justice.gc.ca

Per: Jake Norris

LSO#: 89466J
Tel: 416-347-6832
Email: Jake.Norris@justice.gc.ca

Counsel for the Attorney General of Canada

TO: **REGISTRAR**
Ontario Superior Court of Justice
Commercial List
330 University Avenue – 9th Floor
Toronto, ON
M5G 1R7

AND TO: **Torys LLP**
79 Wellington St. W.,
30th Floor Box 270, TD South Tower
Toronto, ON
M5K 1N2

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

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

Lawyers for Synaptive Medical Inc., the former Applicant

AND TO: SERVICE LIST

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.

Applicant

E-SERVICE LIST

aslavens@torys.com
mnoel@torys.com
kkimel@richter.ca
msharma@richter.ca
codonnell@richter.ca
tushara.weerasooriya@mcmillan.ca
stephen.brown-okruhlik@mcmillan.ca
spencer.klug@mcmillan.ca
jcarson@edc.ca
jmarkic@edc.ca
abayus@fasken.com
mstephenson@fasken.com
jcaruso@fasken.com
Harvey@chaitons.com
Maya@chaitons.com
Pierre.MARQUIS@bdc.ca
Fozia.Chaudary@justice.gc.ca
Edward.Park@justice.gc.ca
Vaughan.Thatcher@justice.gc.ca
AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca
Kelly.SmithWayland@justice.gc.ca
Kevin.Dias@justice.gc.ca
steven.groeneveld@ontario.ca
insolvency.unit@ontario.ca
vsimkic@airdberlis.com
sparsons@airdberlis.com
lgalessiere@cglegal.ca
gcamelino@cglegal.ca
sford@dancor.ca

anne.hayward@plymouthrei.com
kevin.killion@plymouthrei.com
at.desta@plymouthrei.com
eseverini@fbtlaw.com
alexander.kranhold@jenoptik.com
tatjana.dorofejew@jenoptik.com
anne.stiebich@jenoptik.com
shannon.berry@us.i-pro.com
pcho@weirfoulds.com
patrick.vanlon@i-pro.com
kwin.grauer@uniserveteam.com
andy.prpic@uniserveteam.com
mike@pacerair.com
mfuryk@AHBL.CA
ibreneman@AHBL.CA
cdedman@advancedmotion.com
dlawson@advancedmotion.com
info@mediurge.com
mediurgelhr@gmail.com
brad.schmidt@panaxium.com
jonathan.balfour@panaxium.com
recoveriesandclientsolutions-recouvrementsetsolutionsclients@feddevontario.gc.ca
Clientservices-ca@leasedirect.com
Faiht.laurie@hpe.com
mkaplan@foglers.com
vdare@foglers.com
Phil.ANZARUT@bdc.ca
dan.alexandru@rbc.com
laplante@MillerCanfield.com
lwilliams@tgf.ca
rchakrabarti@tgf.ca
CReicin@mintz.com
MAtkey@mintz.com
Walter.Kravchuk@justice.gc.ca
Jake.Norris@justice.gc.ca
cameron.piron@synaptivemedical.com
tim.scannell54@outlook.com
theresajy11@gmail.com
richard.a.hausmann@t-online.de
daniel.bordessa@73square.com
ckedzior@gmail.com
rgoldglass@gmail.com

INDEX

TAB	DESCRIPTION	PAGE NO
1.	Affidavit of Lisa Minarovich, sworn September 17, 2025	1-3
A	Exhibit “A”- Pre-filing Report-of the-Proposed Monitor-Richter Inc, dated-March18, 2025	4-40
B	Exhibit “B”- Endorsement-dated-march-19-2025	41-47
C	Exhibit “C”- First Report of the Monitor Richter Inc, dated March 24, 2055	48-111
D	Exhibit “D”- Second Report of the Monitor Richter Inc, dated April 22, 2025	112-127
E	Exhibit “E” - Kerp Approval Order dated April 25, 2025	128-133
F	Exhibit “F” - Motion Record - Synaptive Medical Inc Re - Motion for Approval and Reverse Vesting Order, returnable June 17, 2025, dated June 12, 2025	134-366
G	Exhibit “G” - Order for Stay Extension and Fee Approval dated June 18, 2025	367-372
H	Exhibit “H”- Monitor's Certificate dated-June 26, 2025	373-377
I	Exhibit “I” - Counsel Endorsement Slip, dated August 6, 2025	378-382
J	Exhibit “J” - Corporation Profile Report - SYNAPTIVE MEDICAL INC, dated September 15, 2025	383-394

TAB	DESCRIPTION	PAGE NO
K	Exhibit “K” – Corporate Profile – Synaptive Medical Holdings Inc. effective May 30, 2025, formerly known as 1001253954 ONTARIO INC. effective May 30, 2025, dated September 17, 2025	395-403
L	Exhibit “L” - Synaptive Medical - About Us - Leadership Team, printed September 17, 2025	404-421

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.

Applicant

AFFIDAVIT OF LISA MINAROVICH
(Sworn on September 17, 2025)

I, LISA MINAROVICH, of the City of Brampton, in the Regional Municipality of Peel,
MAKE OATH AND SAY AS FOLLOWS:

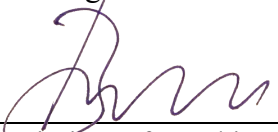
1. I am a Paralegal employed with the Department of Justice at the Ontario Regional Office, lawyers for the Respondent, the Attorney General of Canada ("AGC"), and as such have personal knowledge of the matters herein deposed. Where my information is not personal knowledge, I state the source and say that I verily believe it to be true.
2. On instructions from Walter Kravchuk, lawyer with the Department of Justice, on September 15th and 17th, 2025, I visited the Monitor's website, Synaptive Medical Inc. Richter at www.richter.ca/insolvencycase/synaptive-medical-inc/.
3. Attached to this my affidavit and marked as Exhibit "A" is a copy of the Pre-filing Report-of the-Proposed Monitor-Richter Inc, dated-March 18, 2025, listed under "CCAA Proceedings, Reports" at [pre-filing-report-of-the-proposed-monitor-richter-inc--dated-march-18-2025-1.pdf](#).
4. Attached to this my affidavit and marked as Exhibit "B" is a copy of the Endorsement of Justice Osborne, dated March 19, 2025 found under listed under "CCAA Proceedings, Court Orders" at [endorsement-dated-march-19-2025.pdf](#)

5. Attached to this my affidavit and marked as Exhibit “C” is a copy of the First Report of the Monitor Richter Inc, dated March 24, 2025, listed under “CCAA Proceedings, Reports” at [08-first-report-monitor-richter-synaptive-medical-inc--march-24-2025updated.pdf](#).
6. Attached to this my affidavit and marked as Exhibit “D” is a copy of the Second Report of the Monitor Richter Inc, dated April 22, 2025, listed under “CCAA Proceedings, Reports” at [second-report-of-the-monitor-richter-inc--dated-april-22-2025.pdf](#).
7. Attached to this my affidavit and marked as Exhibit “E” is a copy of the KERP Approval Order of Justice Osborne, dated April 26, 2025, listed under “CCAA Proceedings, Court Orders” at [23-kerp-approval-order-dated-april-25-2025.pdf](#).
8. Attached to this my affidavit and marked as Exhibit “F” is a copy of the Motion Record for Approval; Reverse Vesting Order; Stay Extension and Termination Order, returnable June 18, 2025 dated June 12, 2025, listed under “CCAA Proceedings, Motions” and served on the AGC on June 16, 2025.
9. Attached to this my affidavit and marked as Exhibit “G” is a copy of the Order of Justice Dietrich for Stay Extension and Fee Approval, dated June 18, 2025, listed under “CCAA Proceedings, Court Orders” at [order-stay-extension-and-fee-approval-dated-june-18-2025.pdf](#)
10. Attached to this my affidavit and marked as Exhibit “H” is a copy of the Monitor’s Certificate dated June 26, 2025, listed under “CCAA Proceedings, Other” at [Microsoft Word - Synaptive - Monitor's Certificate.docx](#).
11. Attached to this my affidavit and marked as Exhibit “I” is a copy of the Counsel Endorsement Slip, dated August 6, 2025, listed under “CCAA Proceedings, Court Orders” at [40-counsel-endorsement-slip-dated-august-6-2025-.pdf](#)
12. I have been informed and do verily believe that Walter Kravchuk requested our office to obtain the Corporate Profile Report for Synaptive Medical Inc on

September 16, 2025. Attached to this my affidavit and marked as Exhibit “J” is a copy of the Corporate Profile Report of Synaptive Medical Inc. dated September 16, 2025.

13. I have been informed and do verily believe that Walter Kravchuk requested our office to obtain the Corporate Profile Report for Synaptive Medical Holdings Inc, effective May 30, 2025, formerly known as 1001253954 ONTARIO INC., on September 17, 2025. Attached to this my affidavit and marked as Exhibit “K” is a copy of the Corporate Profile Report of Synaptive Medical Holding Inc. dated September 17, 2025.
14. On September 17, 2025, I accessed the website maintained by Synaptive Medical Inc. at <https://www.synaptivemedical.com>. Attached to this my affidavit and marked as Exhibit “L” is a copy of their “About Us” webpage along with the biographies provided for their Leadership Team.
15. I swear this Affidavit in support of the Attorney General of Canada’s response to the Motion returnable November 12, 2025 in the above-noted matter, and for no other, or improper, purpose.

SWORN before me via video
conference by affiant in the City of
Brampton, in the Regional Municipality
of Peel, at the City of Toronto in the in
the Province of Ontario on this 17th
day of September 2025 in accordance
with O. Reg/431.20




Commissioner for Taking Affidavits
WALTER KRAVCHUK LSO#57160U



LISA MINAROVICH

THIS IS EXHIBIT “A” mentioned and
referred to in the affidavit of
LISA MINAROVICH
SWORN before me via video conference
by the affiant in the City of Brampton, in the
Regional Municipality of Peel,
in the City of Toronto, in the Province of Ontario
on this 17th day of September, 2025 in accordance
with O.Reg 431/20.



A COMMISSIONER FOR TAKING AFFIDAVITS

Court File No.: CV -

**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.**

**PRE-FILING REPORT OF THE PROPOSED MONITOR
RICHTER INC.**

MARCH 18, 2025

TABLE OF CONTENTS

1.0	INTRODUCTION.....	3
2.0	TERMS OF REFERENCE AND DISCLAIMER	6
3.0	RICHTER’S QUALIFICATIONS TO ACT AS MONITOR.....	8
4.0	BACKGROUND INFORMATION RELATING TO SYNAPTIVE	9
5.0	SECURED DEBT OBLIGATIONS	11
6.0	CASH MANAGEMENT SYSTEM.....	14
7.0	CASH FLOW FORECAST	14
8.0	INTERIM FINANCING	17
9.0	COURT-ORDERED CHARGES SOUGHT IN THE INITIAL ORDER.....	20
10.0	PAYMENTS DURING THE CCAA PROCEEDINGS	22
11.0	PROPOSED SALE AND INVESTOR SOLICITATION PROCESS	23
12.0	CONCLUSIONS AND RECOMMENDATIONS.....	30

APPENDICES

Appendix “A” – Synaptive Corporate Structure

Appendix “B” – Cash Flow Forecast for the Initial Stay Period Ending March 28, 2025

Appendix “C” – Management’s Representation Letter Regarding the Cash Flow Forecast

1.0 INTRODUCTION

- 1.1 Richter Inc. (“**Richter**” or the “**Proposed Monitor**”) understands that Synaptive Medical Inc. (“**Synaptive**” or the “**Applicant**”) intends to make an application to the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for an order (the “**Initial Order**”) granting, among other things, a stay of proceedings pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), and appointing Richter as Monitor of the Applicant (the “**Monitor**”). The proceedings to be commenced by the Applicant under the CCAA are referred to herein as the “**CCAA Proceedings**”.
- 1.2 The Applicant is a privately-held medical device and technology company specializing in neuro-imaging and precision intervention. The Applicant is incorporated under the Ontario *Business Corporations Act*, R.S.O 1990, c.B.16, as amended. Richter understands that Synaptive’s subsidiaries, including Synaptive Medical USA, Inc., Synaptive Medical International SA, Synaptive Medical (Barbados) Inc., Synaptive Medical (Australia) Pty Ltd., Synaptive Medical (Germany) GmbH, Synaptive Medical Denmark ApS, Synaptive Medical (UK) Ltd. and Synaptive Medical Pte. Ltd. (collectively the “**Synaptive Subsidiaries**” and with Synaptive, the “**Synaptive Group**”), do not hold operating assets and are primarily held for purposes of employing staff in other jurisdictions. The Synaptive Subsidiaries are not applicants in these CCAA Proceedings. A summarized chart of the corporate organizational structure of Synaptive is attached hereto as **Appendix “A”**.
- 1.3 Synaptive’s current head office and primary location are leased premises located at 555 Richmond Street West, Toronto, Ontario. However, Synaptive is in the process of moving

to leased premises at 5055 Satellite Drive, Mississauga, Ontario. Synaptive also leases a small manufacturing location in London, Ontario and a small distribution, maintenance and storage facility in Memphis, Tennessee.

- 1.4 Since completing its Series B round of financing in 2019, the Applicant has continued to fund on-going development of its medical technologies and operations through additional financing in its Espresso Facility (as defined below) and investments in its various convertible notes. Synaptive's capital structure is discussed more fully below.
- 1.5 For the twelve-month period ended December 31, 2024, the Synaptive Group's unaudited adjusted earnings before interest taxes and depreciation ("**ADJ EBITDA**") was approximately negative US\$17.3 million (an increase of 13% compared to the same prior year period) and the Synaptive Group's net earnings were negative US\$29.6 million (an increase of 11% compared to the same prior year period).
- 1.6 Despite improvements in its earnings, Synaptive's operating cash requirements and existing debt structure have negatively impacted Synaptive's ability to access additional funding. In addition, the threat of tariffs, retaliatory tariffs, and newly imposed tariffs have contributed to a liquidity crisis for Synaptive.
- 1.7 The Applicant is in default under the Espresso Facility (as defined below) and the EDC Convertible Notes (as defined below). The Fourth Amending Agreement to the Forbearance Agreement expired on March 12, 2025.
- 1.8 Export Development Canada ("**EDC**") has provided substantial financial support to the Applicant in recent years, including by advancing US\$3.5 million in secured loans under

the Espresso Facility. The aggregate obligations owing to EDC under the Espresso Facility and the EDC Convertible Notes is approximately US\$54.8 million. While EDC is supportive of the Applicant's business, the Proposed Monitor understands that EDC is not prepared to advance further funding to the Applicant except within the context of these CCAA Proceedings.

- 1.9 The Applicant's secured debt obligations of approximately US\$104.1 million include its indebtedness to EDC of approximately US\$54.8 million, approximately US\$50,000 and \$127,166 owing to Royal Bank of Canada ("**RBC**") in respect of a credit card facility (the "**RBC CC Facility**") and amounts owing to other investors under various convertible notes of approximately US\$49.1 million.
- 1.10 Synaptive is also indebted to the Federal Economic Development Agency for Southern Ontario in respect of an unsecured Regional Relief Recovery Loan ("**RRRF**") of approximately \$291,667.
- 1.11 The Applicant's cash flow and liquidity constraints have resulted in significant arrears owing to vendors, landlords and employees. As at March 14, 2025, Synaptive owed approximately \$15.2 million in accounts payable and accrued liabilities, including: (a) approximately \$8.8 million owing to vendors; (b) approximately \$0.4 million owing to landlords in respect of outstanding rent; (c) approximately \$1.1 million in unpaid wages; and (d) approximately \$2.2 million in respect of unpaid bonuses;
- 1.12 Synaptive is initiating these CCAA Proceedings in order to obtain a stay of proceedings during the initial 10-day stay period under the CCAA (the "**Initial Stay Period**") and to access interim funding that EDC is only prepared to provide in the context of the CCAA

Proceedings. The Proposed Monitor understands that the Applicant intends to use the breathing room afforded by the CCAA to conduct a court-approved sale and investment solicitation process (“**SISP**”) including soliciting bids for a sale and/or investment in respect of its business, assets and/or shares (all as further described below). The Applicant intends to seek certain relief with respect to the foregoing at the comeback hearing prior to the expiry of the Initial Stay Period (the “**Comeback Hearing**”) or shortly thereafter.

1.13 The purpose of this pre-filing report (the “**Report**”) is to provide the Court with information, and where applicable, the Proposed Monitor’s views on:

- (a) Richter’s qualifications to act as Monitor (if appointed);
- (b) background information with respect to Synaptive;
- (c) Synaptive’s secured and unsecured creditors;
- (d) Synaptive’s cash management system;
- (e) Synaptive’s Cash Flow Forecast (as defined below);
- (f) proposed interim funding arrangements with EDC during the Initial Stay Period;
- (g) the Court-ordered charges over the property and assets of the Applicant (the “**Property**”) sought by the Applicant in the Initial Order;
- (h) the Applicant’s proposed sale and investment solicitation process; and
- (i) the Proposed Monitor’s conclusions and recommendations in connection with the foregoing.

2.0 TERMS OF REFERENCE AND DISCLAIMER

2.1 In preparing this Report, Richter, in its capacity as the Proposed Monitor, has been provided with, and has relied upon, unaudited financial information, books and records,

and financial information prepared by Synaptive and has held discussions with management of Synaptive and its legal counsel (collectively, the “**Information**”). Except as otherwise described in this Report in respect of Synaptive’s Cash Flow Forecast:

- (a) the Proposed Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Proposed Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CAS**”) pursuant to the *Chartered Professional Accountants Canada Handbook* (the “**CPA Handbook**”) and, accordingly, the Proposed Monitor expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
- (b) some of the information referred to in this Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the CPA Handbook, has not been performed.

2.2 Future-oriented financial information referred to in this Report was prepared based on the Synaptive’s estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.

2.3 This Report should be read in conjunction with the Affidavit of Magnus Momsen sworn on March 18, 2025 (the “**First Momsen Affidavit**”), in support of Synaptive’s application for relief under the CCAA, for additional background and other information regarding the

Applicant. Capitalized terms used and not defined in this Report have the meanings given to them in the First Momsen Affidavit.

- 2.4 Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

3.0 RICHTER'S QUALIFICATIONS TO ACT AS MONITOR

- 3.1 Richter was engaged to act as a consultant to Synaptive on August 18, 2023, and as such, the Proposed Monitor is familiar with the business, operations and financial circumstances of the Applicant. Richter is a trustee within the meaning of subsection 2(1) of the *Bankruptcy and Insolvency Act* (Canada) and is not subject to any of the restrictions on who may be appointed as monitor set out in section 11.7(2) of the CCAA. None of Richter nor its affiliates have ever acted as the auditor of any member of the Synaptive Group.
- 3.2 The senior Richter professional personnel with carriage of this matter include experienced insolvency and restructuring practitioners who are Chartered Professional Accountants (Chartered Accountants), Chartered Insolvency and Restructuring Professionals, and Licensed Insolvency Trustees. These Richter professionals have previously acted in restructuring proceedings of a similar nature and complexity in Canada.
- 3.3 The Proposed Monitor has retained McMillan LLP to act as its independent legal counsel.
- 3.4 Richter has consented to act as Monitor of the Applicant on the terms set forth in the proposed Initial Order, should the Court grant the Applicant's request to commence the CCAA Proceedings.

4.0 BACKGROUND INFORMATION RELATING TO SYNAPTIVE

- 4.1 This Report summarizes certain background information in relation to Synaptive as it relates to Synaptive's application for the commencement of these CCAA Proceedings. Readers of this Report are advised to review in full the First Momsen Affidavit, which provides a comprehensive overview of the businesses, operations and financial circumstances of the Applicant and the intended purpose of the CCAA Proceedings.
- 4.2 Synaptive is a Canadian medical technology company that offers hardware and software products focused on surgical planning and navigation, robotic digital microscopy, and magnetic resonance imaging. For example, Synaptive offers an advanced surgical planning software solution that provides real-time 3D rendering of medical scan images and a robotic digital exoscope, all designed to improve surgical outcomes and qualities of life for neurosurgery patients. Further detail about Synaptive's various hardware and software products is included in the First Momsen Affidavit.
- 4.3 Synaptive's hardware and software products are primarily sold in Canada and the United States with some recent sales in Europe, Australia, Pakistan and South East Asia.
- 4.4 Synaptive's assets include its global intellectual property ("IP") consisting of more than 1,200 patents applications with more than 800 issued within the US, Canada, Europe, Australia, Japan, SE Asia and the Middle East (the "**Patent Assets**"). In addition to the Patent Assets, Synaptive's IP includes its patent licenses, trademarks and trade secrets including: exoscope calibration parameters, exoscope software for magnification, source code for image stabilization, MDA / SMI algorithms for arm movement, MRI magnet

manufacturing techniques, gradient coil manufacturing process and know-how, source code / software for pulse sequences for MRI.

- 4.5 Synaptive operates primarily from locations in Ontario and also has a small distribution, maintenance and storage facility in Memphis, Tennessee. All of Synaptive's operating locations are leased premises; the Applicant does not own any real property.
- 4.6 As described in the First Momsen Affidavit, Synaptive is indebted to certain of its landlords in respect of February and March, 2025 rent. As of the date of this Report, the Applicant owes approximately \$0.4 million to landlords in respect of outstanding rent. The Cash Flow Forecast contemplates payment of the pro-rata post-filing March rent to Synaptive's unpaid landlords.
- 4.7 As of March 14, 2025, Synaptive has approximately 189 hourly and salaried employees across Canada, the United States and various other countries. A summary of employees is contained in the First Momsen Affidavit. On March 4, 2025, the Synaptive Group issued temporary layoff notices to 149 employees and plans to recall 79 on March 24, 2025.
- 4.8 The First Momsen Affidavit extensively describes the operational and financial challenges experienced by Synaptive in recent years, the arrears owing to its vendors, trade creditors and other unsecured creditors, and the funding and liquidity issues that have necessitated the commencement of the CCAA Proceedings. In addition, the material uncertainty caused by the imposition of tariffs and the continued threat of new tariffs has added to Synaptive's more immediate liquidity crisis.

5.0 SECURED DEBT OBLIGATIONS

5.1 As of March 14, 2025, the Applicant has approximately \$104.1 million of outstanding secured debt, comprised of approximately US\$6 million in relation to the Espresso Facility, approximately US\$97.9 million in relation to three sets of convertible notes and approximately US\$50,000 and \$127,166 outstanding to RBC in respect of the RBC CC Facility.

Espresso Facility

5.2 As detailed in the First Momsen Affidavit, on or around December 23, 2020, Synaptive, as borrower, entered into a loan facility and security agreement (as amended from time to time, the “**Espresso Facility Agreement**”) with Espresso Capital Ltd. (“**Espresso Capital**”), pursuant to which Espresso Capital committed, subject to the terms and conditions therein, to advance US\$5,000,000 to Synaptive (the “**Espresso Facility**”). Espresso Capital acted as the administrative and collateral agent and Espresso Venture Debt LP (“**Espresso Venture**”) acted as the lender under the Espresso Facility.

5.3 Pursuant to the Espresso Facility Agreement, Synaptive granted Espresso Capital a security interest in all of its personal property, including all of its intellectual property (the “**Espresso Security**”).

5.4 In addition to Synaptive providing Espresso Capital with the Espresso Security, Synaptive Medical USA, Inc. (“**Synaptive USA**”) signed a guarantee in respect of all Synaptive’s obligations under the Espresso Facility (the “**Synaptive USA Guarantee**”). Synaptive USA

also executed an intellectual property security agreement in favour of Espresso Capital (the “**Synaptive USA IP Security Agreement**”).

- 5.5 On April 18, 2023, Espresso Capital, Espresso Venture and Synaptive entered into a first amendment to the Espresso Facility Agreement, under which they agreed to amend certain interest and other commercial terms of the Espresso Facility.
- 5.6 On August 30, 2023, Espresso Venture and Espresso Capital assigned to EDC all of their right, title and interest in and to, among other things, the Espresso Facility Agreement, the Espresso Security, the Synaptive USA Guarantee and the Synaptive USA IP Security Agreement (the “**Espresso Assignment**”).
- 5.7 Following the Espresso Assignment, on July 22, 2024, EDC and Synaptive entered into a second amendment to the Espresso Facility Agreement separating the Espresso Facility into two tranches: (i) a first tranche of US\$1.5 million, which Espresso Capital advanced prior to the Espresso Assignment; and (ii) a second tranche of US\$3.5 million (the “**Second Espresso Tranche**”). EDC advanced the Second Espresso Tranche in three payments in July, August and September 2024 in the amounts of US\$1.75 million, US\$1 million and US\$0.75 million respectively.
- 5.8 The Espresso Facility bears interest at a rate of 20% from and after July 22, 2024. The Espresso Facility was originally scheduled to mature on December 23, 2023 (in respect of the first tranche) and December 16, 2024 (in respect of the second tranche), but these dates were both subsequently extended on various occasions, most recently to March 12, 2025.

5.9 As of March 10, 2025, Synaptive’s indebtedness under the Espresso Facility is approximately US\$6.02 million.

Convertible Notes

5.10 Between December 2020 and December 2024, Synaptive has funded its operations and research and development of its surgical technologies through issuance of three convertible note securities (the “**Convertible Note Securities**”). Each of the Convertible Note Securities have varying liquidity preferences and other features.

5.11 At March 10, 2025, Synaptive owed approximately US\$97.9 million under its Convertible Note Securities as summarized below:

(in US\$'s)	Priority	Investors	Principal Issued	Accrued Interest	Total Outstanding
EDC Convertible Notes	1	EDC	40,000,000	8,788,892	48,788,892
EDC Convertible Notes	1	47 Investors	9,814,800	1,174,336	10,989,136
Total EDC Convertible Notes			49,814,800	9,963,228	59,778,028
BDC Convertible Notes	2	BDC	5,000,000	2,064,857	7,064,857
BDC Convertible Notes	2	4 Investors	119,000	47,639	166,639
Total BDC Convertible Notes			5,119,000	2,112,496	7,231,496
Subordinated Convertible Notes	3	95 Investors	23,581,493	7,294,143	30,875,636
Total			78,515,293	19,369,867	97,885,160

5.12 Further details regarding the Convertible Note Securities are included in the First Momsen Affidavit and not repeated herein.

Credit Card Facility

5.13 As noted above Synaptive used credit cards issued through the RBC CC Facility in its business, primarily to manage travel expense claims of its sales and technical services staff.

As at March 10, 2025, Synaptive's indebtedness under the RBC CC Facility was approximately US\$50,000 and \$127,166.

Security Review

5.14 Following the granting of the Initial Order, Richter intends to instruct its counsel, McMillan LLP, to review and confirm the effectiveness of the aforementioned security.

6.0 CASH MANAGEMENT SYSTEM

6.1 The Applicant manages cash, including collections, disbursements and intercompany payments from its head office. Synaptive will require continued access to its bank accounts during these CCAA Proceedings as described in the First Momsen Affidavit.

7.0 CASH FLOW FORECAST

7.1 Synaptive has prepared a weekly cash flow forecast (the "**Cash Flow Forecast**") for the two-week period from March 17, 2025 to March 28, 2025 (the "**Initial Stay Period**"). A copy of the Cash Flow Forecast, together with a summary of assumptions (the "**Cash Flow Assumptions**") and Management's report on the cash-flow statement required by section 10(2)(b) of the CCAA, are attached hereto as **Appendix "B"** and **Appendix "C"**, respectively.

7.2 As summarized in the table below, the Cash Flow Forecast shows net cash flows of approximately negative \$0.4 million during the Initial Stay Period.

For the Week Ended	21-Mar-25	28-Mar-25	TOTAL
A/R Collections	224,715	224,715	449,429
HST Receivable	25,000	-	25,000
Grant income	10,000	10,000	20,000
DIP Funding	1,000,000	-	1,000,000
Total Receipts	1,259,715	234,715	1,494,429
DISBURSEMENTS			
Payroll	1,015,887	64,773	1,080,659
Rent	84,429	-	84,429
Vendor Payments - Inventory/Parts	10,000	10,000	20,000
Bank charges	172	172	343
Vendor Payments - G&A	65,431	44,395	109,826
RBC Credit Cards	24,314	10,000	34,314
Corporate Traveller (Hotel Invs)	20,000	20,000	40,000
Employee Expenses	36,471	26,387	62,858
Restructuring Professionals	219,278	210,000	429,278
Operating Disbursements	1,475,982	385,726	1,861,708
Net Cash Flow	(216,267)	(151,012)	(367,279)
Opening Cash	495,868	279,601	495,868
Ending Cash	279,601	128,589	128,589
Opening DIP	-	1,351,664	-
Add: DIP Advances	1,000,000	-	1,000,000
Add: Exit Fee	350,000	-	350,000
Add: DIP Interest	1,664	3,884	5,548
Less: DIP Interest Paid	-	-	-
Less: DIP Repayments	-	-	-
Ending DIP	1,351,664	1,355,548	1,355,548

7.3 The Proposed Monitor notes the following with respect to the Cash Flow Forecast:

- (a) receipts include forecast collections from existing accounts receivable as at March 17, 2025;
- (b) immediate interim financing of approximately \$1 million will be needed to meet payroll obligations on March 19, 2025;

- (c) rent in the week ended March 21, 2025 includes post-filing rent for the pro-rata period of March 19 to March 31 for locations where Synaptive has not paid March 2025 rent;
- (d) payroll includes ordinary wages, benefits and taxes for remaining employees (including certain employees returning from temporary law off) and unpaid wages (excluding any bonuses) owed to returning employees for the week ended March 7, 2025 prior to the temporary layoff; and
- (e) remaining disbursements primarily includes regular general and administrative costs associated with operations.

7.4 The Proposed Monitor has reviewed the Cash Flow Forecast to the standard required of a Court-appointed monitor by section 23(1)(b) of the CCAA. Section 23(1)(b) requires a monitor to review the debtor's cash flow statement as to its reasonableness and to file a report with the Court on the monitor's findings. Pursuant to this standard, the Proposed Monitor's review of the Cash Flow Forecast consisted of inquiries, analytical procedures and discussions related to information supplied to it by certain key members of management. The Proposed Monitor reviewed information provided by management for the Cash Flow Assumptions. Since the Cash Flow Assumptions need not be supported, the Proposed Monitor's procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Cash Flow Forecast.

7.5 Based on the Proposed Monitor's review, nothing has come to its attention that causes it to believe that, in all material respects:

- (a) the Cash Flow Assumptions are not consistent with the purpose of the Cash Flow Forecast;
- (b) as at the date of this Report, the Cash Flow Assumptions are not suitably supported and consistent with the plans of the Applicant or do not provide a reasonable basis for the Cash Flow Forecast, given the Cash Flow Assumptions; or
- (c) the Cash Flow Forecast does not reflect the Cash Flow Assumptions.

7.6 The Cash Flow Forecast has been prepared solely for the purpose and subject to the assumptions described above, and readers are cautioned that it may not be appropriate for other purposes. The Cash Flow Forecast is subject to material change based on sales activity, the Applicant's restructuring efforts, and circumstances arising from the commencement of the CCAA Proceedings.

8.0 INTERIM FINANCING

8.1 Prior to instituting these CCAA proceedings, the Applicant entered into discussions with EDC, in order to obtain the interim financing required for these restructuring proceedings and to support its ongoing operations.

8.2 The Cash Flow Forecast indicates that interim financing is needed on an urgent basis during the Initial Stay Period to fund and stabilize operations and preserve the Applicant's businesses while it pursues the SISF. To avoid an abrupt shutdown of Synaptive's business, EDC, as interim lender (in that capacity, the "**DIP Lender**") has advised that it is prepared to provide Synaptive with an interim financing facility to provide Synaptive with adequate funding to operate during the Initial Stay Period and, if the Court subsequently approves the SISF, to operate during the implementation of the SISF, all on the terms set out below.

- 8.3 Based on the Cash Flow Forecast prepared by the Applicant, \$1 million will be required during the Initial Stay Period and, additionally approximately \$6 million will be required over the following 13-week period.
- 8.4 The interim financing facility extended by the DIP Lender provides for a \$ 7 million credit facility (the “**DIP Financing Facility**”), which is expected to meet the needs of the Applicant during an eventual extended stay period until the week ending on June 20, 2025. In substance, the DIP Financing Facility provides for the following conditions:
- (a) A non-revolving multiple draw credit facility up to a maximum principal amount of \$7 million. Upon the granting of the Initial Order by the Court and the approval by the Court of the DIP Financing Facility, and until the issuance of an Amended and Restated Initial Order, \$1 million will be immediately available to be drawn on the DIP Financing Facility. Additional draws will be available to the Applicant thereafter as required by the Cash Flow Forecast and in compliance with the DIP Term Sheet appended to the First Momsen Affidavit.
 - (b) The Applicant must provide weekly reporting to the DIP Lender on their performance as compared to the DIP Budget appended to the DIP Term Sheet and must submit updated weekly cash flow forecasts acceptable to the DIP Lender.
 - (c) The DIP Financing Facility is intended to be secured by a charge (the “**DIP Lender’s Charge**”) over all assets and undertakings of the Applicant, ranking in priority to the existing security, subject only to the Administration Charge.
 - (d) The DIP Financing Facility is subject to an annual interest rate of 15% and an exit fee of \$350,000.

- (e) Advances under the DIP Financing Facility are conditional on, among other things:
 - (i) the granting of an Amended and Restated Initial Order extending the stay of proceedings and increasing the DIP Lender's Charge, all in form and substance acceptable to the DIP Lender, and (ii) the granting of an order approving the SISP (described below) in form and substance acceptable to the DIP Lender, both no later than 5:00 pm. (Toronto time) on March 26, 2025;
- (f) The maturity date of the DIP Financing Facility will occur on the earliest of (i) the occurrence of an Event of Default (as defined under the DIP Term Sheet), (ii) the closing of one or more sale transaction for all or substantially all of the assets of the Applicant as part of a SISP, (iii) the implementation of a plan of compromise or arrangement in the CCAA Proceedings; (iv) the date on which the stay of proceedings in the CCAA Proceedings expire without being extended or on which the CCAA Proceedings is terminated or dismissed, or (v) June 20, 2025.

8.5 The Proposed Monitor supports approval of the DIP Financing Facility and the granting of the DIP Lender's Charge on the basis that:

- (a) the Applicant is in urgent need of near-term funding and the DIP Lender is the only realistic and practical provider of such interim funding given the urgency and the Applicant's current circumstances;
- (b) the DIP Lender is the Applicant's existing senior secured lender and is prepared to make the funding available to the Applicant to avoid an abrupt shutdown of the Applicant's business and enable the Applicant to pursue an orderly process to maximize value;

- (c) based on the Cash Flow Forecast, the DIP Financing Facility will provide the Applicant with access to sufficient funding to continue their business operations during the Initial Stay Period and, if approved, during the implementation of the SISP; and
- (d) the proposed Initial Order provides that the DIP Lender's Charge will not secure any obligation that exists before the Initial Order is made.

9.0 COURT-ORDERED CHARGES SOUGHT IN THE INITIAL ORDER

- 9.1 The proposed Initial Order also seeks the granting of the Administration Charge and the Directors' Charge (collectively with the DIP Lender's Charge, the "**Charges**") over the Property of the Applicant.
- 9.2 The proposed Initial Order contemplates that the Charges will rank in priority to all other Encumbrances (as defined in the Initial Order) of any secured creditor of the Applicant that received notice of the CCAA application, provided that the Charges will have the following priority in relation to each other:
 - (a) the Administration Charge will rank in priority to the DIP Lenders' Charge;
 - (b) the DIP Lender's Charge will rank subordinate to the Administration Charge; and
 - (c) the Directors' Charge will rank subordinate to the Administration Charge, and the DIP Lender's Charge.
- 9.3 At the Comeback Hearing, the Applicant may seek priority of the Charges ahead of any Encumbrance over which the Charges may not have obtained priority pursuant to the Initial Order.

Administration Charge

- 9.4 The Initial Order provides for a charge over the Applicant's Property in an amount not to exceed \$250,000 in favour of the Monitor, counsel to the Monitor, and counsel to the Applicant (the "**Administration Charge**"). At the Comeback Hearing, the Applicant intends to seek an increase of the Administration Charge to \$500,000.
- 9.5 The Proposed Monitor assisted the Applicant in the calculation of the Administration Charge and is of the view that the quantum of the Administration Charge for the Initial Stay Period is reasonable and appropriate in the circumstances in light of the extensive scope of work required during such period and the size of administration charges approved in similar CCAA proceedings.

Directors' Charge

- 9.6 The proposed Initial Order provides that the Applicant shall indemnify their directors and officers (the "**Directors and Officers**") against obligations and liabilities that they may incur as Directors and Officers of the Applicant after commencement of the CCAA Proceedings, except to the extent that the obligation or liability was incurred as a result of an officer's or director's gross negligence or wilful misconduct. The proposed Initial Order provides for a charge over the Applicant's Property in the amount of \$1.1 million in favour of the Applicant's Directors and Officers as security for that indemnity.
- 9.7 The Proposed Monitor understands that the Applicant maintains director's and officer's liability insurance (the "**D&O Insurance**") that is applicable to Synaptive's Directors and Officers. The current D&O Insurance includes an aggregate amount of \$18 million in

coverage. However, this coverage is subject to certain retention amounts, deductibles, exclusions, or some combination of the foregoing, all of which create a degree of uncertainty. Synaptive's D&O Insurance policy expires on March 31, 2025 and while Synaptive is in discussions with its insurance provider to renew and/or replace this coverage, no such renewal/replacement has happened to date.

9.8 The Proposed Monitor assisted the Applicant in the calculation of the initial amount of the Directors' Charge, taking into consideration the quantum of the Applicant's employee-related obligations (including salary, wages and vacation pay) and federal and provincial sales tax liabilities during the Initial Stay Period.

9.9 The Proposed Monitor is of the view that the quantum of the Directors' Charge is reasonable and appropriate in the circumstances having regard to the size and nature of the Applicant's business operations.

10.0 PAYMENTS DURING THE CCAA PROCEEDINGS

10.1 During the course of the CCAA Proceedings, the Applicant intends to make payments for goods and services supplied post-filing in the ordinary course as set out in the Cash Flow Forecast and as permitted by the proposed Initial Order.

10.2 To ensure uninterrupted business operations, the Applicant is seeking in the proposed Initial Order to be authorized, but not required, to pay certain pre-filing amounts owing to the Applicant's employees, key participants in its distribution network and to other critical suppliers, including logistics or supply chain providers. The proposed Initial Order

provides that such payments would only be made to the extent included in the Cash Flow Forecast or otherwise approved by the Monitor and the DIP Lender.

10.3 The Proposed Monitor is of the view that an authorization for the Applicant to pay pre-filing amounts to critical third parties as contemplated under the Cash Flow Forecast or otherwise approved by the Monitor and the DIP Lender is appropriate in the circumstances to ensure that the Applicant can operate without disruption and maximize the value of their business and assets.

10.4 Given the Applicant's liquidity and funding constraints, the Monitor expects that the circumstances in which the Applicant will be in a position to pay pre-filing arrears will be very limited.

11.0 PROPOSED SALE AND INVESTOR SOLICITATION PROCESS

11.1 In order to maximize the value of its assets for all stakeholders and in view of maintaining its business and operations, the Applicant intends to pursue a SISP to be run by the Monitor under the supervision of the Court as part of these CCAA proceedings. The Applicant intends to seek approval of the SISP at the Comeback Hearing scheduled on March 26, 2025.

11.2 The purpose of the SISP is to solicit interest in, and opportunities for, (i) a sale of the Applicant's property and assets, and/or (ii) an investment, restructuring, recapitalization, refinancing, or other form of reorganization transaction in respect of the Applicant.

11.3 The SISP, if approved by the Court, is to be conducted by the Monitor in accordance with the terms and conditions of the SISP procedures to be appended to a SISP Approval Order

(the “**SISP Procedures**”), which are summarized herein, but are attached as Exhibit “S” of the First Momsen Affidavit. A copy of the SISP Procedures has been served on the Service List and will form part of the documentation to be provided to all interested parties at the beginning of the SISP. It will also, as other relevant materials, be posted on the Monitor’s website.

SISP Procedures

- 11.4 Capitalized terms not otherwise defined in this section are defined in the SISP Procedures.
- 11.5 The SISP will be carried out by the Monitor, upon approval of the SISP Approval Order by the Court and in consultation with the Applicant and the DIP Lender, in accordance with the terms of the SISP.
- 11.6 As set out in the SISP Procedures, the Applicant’s business, property, assets, and undertakings are to be marketed pursuant to the SISP.
- 11.7 The SISP contemplates a two-phase bidding process, which will take place over a total period of 79 days, starting as soon as March 26, 2025, as detailed below and subject to any extensions and modifications that may occur in accordance with the SISP Procedures.

Timeline

- 11.8 The timeline of the SISP is as follows and is the result of negotiations and consultation between the Synaptive, the Monitor and the DIP Lender, with a view of implementing an efficient process, while providing a realistic timeline susceptible to generating broad interest.

Milestone	Deadline
<i>Phase I</i>	
Commencement of SISP	March 26, 2025
Deadline to publish notice of SISP, deliver Teaser Letter and NDA to Known Potential Bidders, and set up electronic data room	March 28, 2025
Deadline for delivery of Secured Creditor Participation Notices and Insider Participation Notices (“Participation Notice Deadline”)	April 11, 2025
Deadline for submission of Phase I LOIs (the “Phase I LOI Deadline”)	No later than 5:00 p.m. (Toronto time) on April 30, 2025
Determination of Qualified Bidders for Phase II (the “Qualification Deadline”)	No later than 5:00 p.m. (Toronto time) on May 2, 2025
<i>Phase II</i>	
Deadline for submission of Phase II Bids (the “Phase II Bid Deadline”)	No later than 5:00 p.m. (Toronto time) on May 16, 2025
Determination of Selected Bidders (the “Selected Bidder Deadline”)	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 Auction (if any) (“Successful Bidder / Auction Notice Deadline”)	No later than 5:00 p.m. (Toronto time) on May 23, 2025
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 “ Outside Date ”)	June 20, 2025
---	---------------

Phase I

- 11.9 The Monitor, with the assistance of Synaptive and in consultation with the DIP Lender, (i) will populate a list of strategic and financial parties who may potentially be interested in acquiring or making an investment in the Applicant’s business, assets and/or shares; and (ii) is currently in the process of finalizing the various documents required to implement and conduct the SISP.
- 11.10 The SISP contemplates a process whereby, as soon as practicable after the issuance of an order approving the SISP and no later than March 28, 2025, Known Potential Bidders will be contacted and provided with the Teaser Letter. Known Potential Bidders or any other Potential Bidders who enter into an NDA will be provided access to a confidential virtual data room containing due diligence materials and information relating to the Applicant, and its property and business.
- 11.11 Secured creditors of the Applicant, including the DIP Lender, may participate as Bidders in the SISP (including through the provision of credit bids), provided that if any secured creditor elects to do so, it must provide the Monitor with notice of its intention to participate in the SISP by no later than April 11, 2025. In the event that a secured creditor issues such a notice to the Monitor, it will no longer be entitled to receive any consent, consultation or information rights such secured creditor may have otherwise benefitted from under the SISP Procedures. Similarly, any officer, director, or employee of, or other non-arms’ length party in relation to, the Applicant may also participate as Bidders in the SISP, provided that they provide the Monitor with notice of their intention to do so no later than April 11,

2025. If such a notice is delivered, those involved in such a Bid will be subject to restrictions similar to those imposed on secured creditor Bidders.

- 11.12 Potential Bidders who wish to submit a non-binding letter of interest (a “**Phase 1 LOI**”) will have up to April 30, 2025 at 5 p.m. (Toronto time), to submit a Phase 1 LOI. In other words, a period of just less than one month is provided to such parties to conduct due diligence and prepare the submission of a Phase 1 LOI.
- 11.13 A Phase 1 LOI must comply with the conditions set forth in the SISP Procedures (notably at paragraph 18), including the payment of a cash deposit representing either 5% of the proposed purchase price of a Sale Proposal or 5% of the imputed value of an Investment Proposal. Such conditions may be waived by the Monitor in consultation with the Applicant and with the consent of the DIP Lender.
- 11.14 Following the Phase I LOI Deadline, the Monitor, in consultation with the Applicant and the DIP Lender, shall determine by May 2, 2025, which Phase 1 LOIs are selected to continue to Phase II of the SISP.
- 11.15 Only Qualified Bidders that have submitted a Qualified Bid shall be permitted to proceed to Phase II of the SISP. The “Qualified Bidder” and “Qualified Bid” criteria are set out in paragraphs 22 and 23 of the SISP Procedures.
- 11.16 In the event that there are no Qualified Bidders after the Phase I LOI Deadline, the SISP may be extended or terminated by the Monitor, in consultation with the Applicant and with the consent of the DIP Lender.

Phase II

11.17 Phase II of the SISP will begin immediately following the selection of Qualified Bidders and at the latest on May 2, 2025. Qualified Bidders will have until May 16, 2025 at 5:00 p.m. (Toronto time) to submit a binding proposal (a “**Phase II Bid**”).

11.18 As set out in the SISP Procedures, a Phase II Bid must meet the qualifications set out paragraph 27 of the SISP which include, among other things, the following conditions:

- (a) a signed definitive transaction document which shall be open for acceptance until either the selection of a Successful Bid (and Back-up Bid, if applicable) or if selected as a Successful Bid or Back-up Bid, until the closing of a transaction contemplated thereunder;
- (b) written evidence of a firm, irrevocable commitment for financing or other evidence that a Qualified Bidder has the financial ability to consummate the Phase II Bid; and
- (c) payment to the Monitor of a cash deposit which (in combination with the deposit provided in Phase I) equals either 10% of the proposed purchase price of a Sale Proposal or 10% of the imputed value of an Investment Proposal.

11.19 The Monitor, in consultation with the Applicant and the DIP Lender, will review and evaluate any such Phase II Bids submitted by the Phase II Bid Deadline and will identify the highest or otherwise best bid, in accordance with the criteria set out in the SISP Procedures. The Monitor may also select one or more Successful Bids and conduct an Auction under the terms of the SISP Procedures.

11.20 Following the selection of the Successful Bidder(s) (and, if applicable, any Back-Up Bidder(s)), the Approval Motion(s) shall be heard by the Court no later than June 13, 2025 (subject to Court availability), with a view to closing such transaction(s) on or before June 20, 2025.

Monitor's views on the SISP

11.21 The Proposed Monitor's view on the SISP is that, considering the Cash Flow Forecast and the DIP Financing Facility available to the Applicant, the SISP is well structured and will provide for an appropriate canvassing of sale, restructuring and recapitalization options for the benefit of the Applicant and its stakeholders generally.

11.22 We have been advised by the Applicant that in 2024, it engaged Royal Bank of Canada, as investment banker to market Synaptive's business to potential investors. As a result, the Applicant has well-developed diligence materials that are ready to be uploaded to the data room and many Potential Bidders are up to speed on the Applicant's business. Accordingly, we are of the view that the SISP provides sufficient notice of the opportunity to Potential Bidders. The two-phase approach to the SISP further provides Potential Bidders with additional time to finalize their due diligence, and provides the Monitor with adequate time to market the opportunity and engage with parties while respecting the Applicant's liquidity constraints.

11.23 In addition, the SISP ensures that there are sufficient restrictions around the ability for the DIP Lender, other secured creditors and insiders to participate in the SISP, which ensures fairness in the working out of the process. The SISP also provides the Monitor with

sufficient flexibility to make reasonable and appropriate adjustments to the SISP, if required and to seek further direction from the Court, if needed.

- 11.24 Finally, the Proposed Monitor is satisfied that the factors to be considered in declaring a Successful Bidder are reasonable and appropriate in the circumstances.

12.0 CONCLUSIONS AND RECOMMENDATIONS

- 12.1 For the reasons set out in this Report, if the Court is satisfied that the Applicant is a company to which the CCAA applies, the Proposed Monitor is of the view that the relief requested by the Applicant in the proposed Initial Order is reasonable, appropriate and necessary having regard to the current financial and operational circumstances of the Synaptive Group. As such, the Proposed Monitor supports the Applicant's application for CCAA protection and respectfully recommends that the Court grant the Initial Order containing the relief requested by the Applicant.

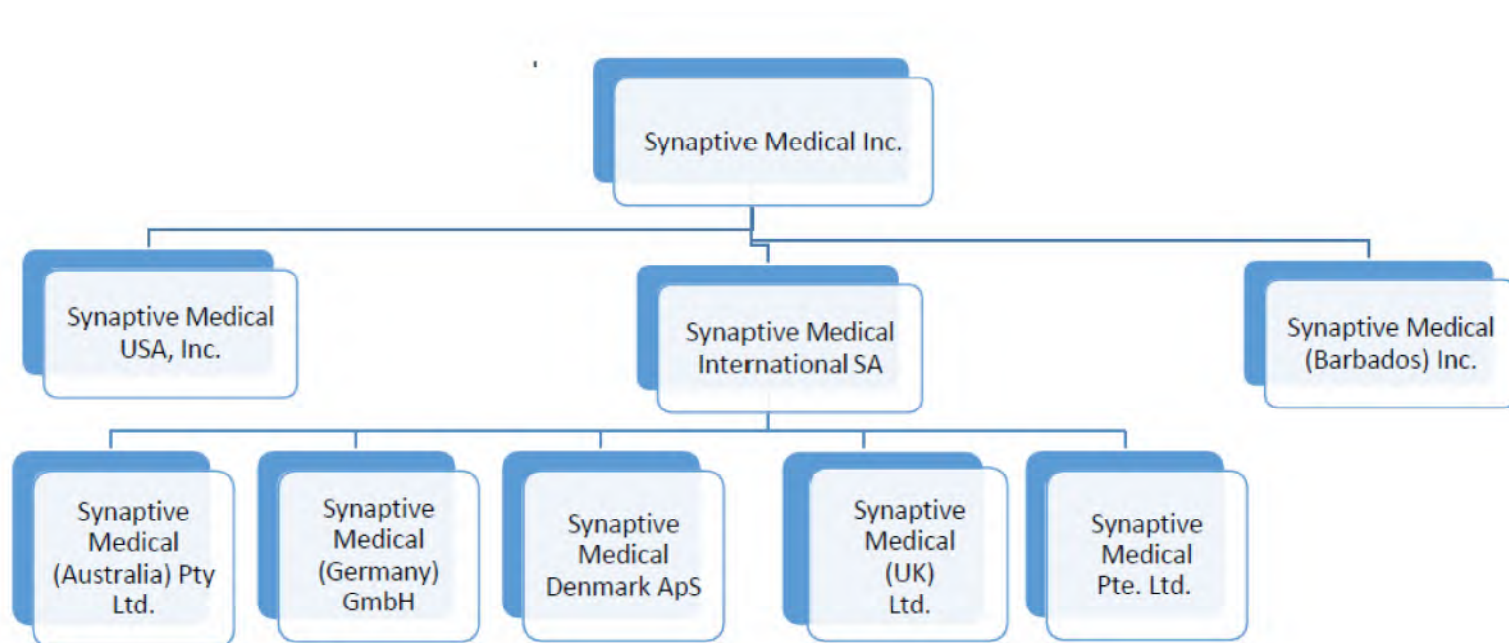
All of which is respectfully submitted to the Court this 18th day of March, 2025.

Richter Inc., solely in its capacity as
proposed monitor of Synaptive
Medical Inc and not in its personal
or corporate capacity



Per: _____
Karen Kimel
Senior Vice-President

APPENDIX "A"
SYNAPTIVE SIMPLIFIED CORPORATE CHART



APPENDIX "B"

CASH FLOW FORECAST

Disclaimer

In preparing this cash flow forecast (the “**Forecast**”), the Company has relied upon unaudited financial information and has not attempted to further verify the accuracy or completeness of such information. The Forecast reflects assumptions including those discussed below with respect to the requirements and impact of a filing in Canada under the Companies’ Creditors Arrangement Act (“**CCAA**”). Since the Forecast is based on assumptions about future events and conditions that are not ascertainable, the actual results achieved will vary from the Forecast, even if the assumptions materialize, and such variations may be material. There is no representation, warranty or other assurance that any of the estimates, forecasts or projections will be realized. The Forecast is presented in Canadian dollars.

For the Week Ended	21-Mar-25	28-Mar-25	TOTAL
A/R Collections	224,715	224,715	449,429
HST Receivable	25,000	-	25,000
Grant income	10,000	10,000	20,000
DIP Funding	1,000,000	-	1,000,000
Total Receipts	1,259,715	234,715	1,494,429
DISBURSEMENTS			
Payroll	1,015,887	64,773	1,080,659
Rent	84,429	-	84,429
Vendor Payments - Inventory/Parts	10,000	10,000	20,000
Bank charges	172	172	343
Vendor Payments - G&A	65,431	44,395	109,826
RBC Credit Cards	24,314	10,000	34,314
Corporate Traveller (Hotel Invs)	20,000	20,000	40,000
Employee Expenses	36,471	26,387	62,858
Restructuring Professionals	219,278	210,000	429,278
Operating Disbursements	1,475,982	385,726	1,861,708
Net Cash Flow	(216,267)	(151,012)	(367,279)
Opening Cash	495,868	279,601	495,868
Ending Cash	279,601	128,589	128,589
Opening DIP	-	1,351,664	-
Add: DIP Advances	1,000,000	-	1,000,000
Add: Exit Fee	350,000	-	350,000
Add: DIP Interest	1,664	3,884	5,548
Less: DIP Interest Paid	-	-	-
Less: DIP Repayments	-	-	-
Ending DIP	1,351,664	1,355,548	1,355,548

Assumptions:

- (a) receipts include forecast collections from existing accounts receivable at March 17, 2025;

- (b) immediate interim financing of approximately \$1 million will be needed to meet payroll obligations on March 19, 2025;
- (c) rent in the week ended March 21, 2025 includes post-filing rent for the pro-rata period March 19 to March 31 for locations where Synaptive has not paid March 2025 rent;
- (d) payroll includes ordinary wages, benefits and taxes for remaining employees (including certain employees returning from temporary law off) and unpaid wages (excluding any bonuses) owed to returning employees for the week ended March 7, 2025 prior to the temporary layoff; and
- (e) remaining disbursements primarily includes regular general and administrative costs associated with operations.

APPENDIX “C”**MANAGEMENT’S REPRESENTATION
LETTER REGARDING CASH FLOW
FORECAST**

See attached.

Richter Inc.
181 Bay Street, Suite #3501
Bay Wellington Tower
Toronto ON M5J 2T3
Email: kkimel@richter.ca

Attention: Ms. Karen Kimel

March 18, 2025

Dear Ms. Kimel:

**Re: Synaptive Medical Inc. (“Synaptive” or the “Applicant”) - CCAA section 10(2)
Prescribed Representations with Respect to Cash Flow Forecast**

In connection with the application by Synaptive for the commencement of proceedings under the *Companies’ Creditors Arrangement Act*, the management of Synaptive have prepared the attached 10-day projected cash flow statement for the period March 17, 2025 to March 27, 2025 (the “**Cash Flow Forecast**”) and the list of assumptions on which the Cash Flow Forecast is based. The purpose of the Cash Flow Forecast is to determine the liquidity requirements of Synaptive during the initial 10-day period of the CCAA proceedings.

Synaptive confirms that the hypothetical assumptions on which the Cash Flow Forecast is based are reasonable and consistent with the purpose described herein, and the probable assumptions are suitably supported and consistent with the plans of Synaptive and provide a reasonable basis for the projections. All such assumptions are disclosed in notes to the Cash Flow Forecast (the “**Notes**”).

Since the projections are based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projections have been prepared solely for the purpose described herein, using the probable and hypothetical assumptions set out in the Notes. Consequently, readers are cautioned that the Cash Flow Forecast may not be appropriate for other purposes.

Yours truly,



Magnus Momsen
Chief Financial Officer
Synaptive Medical Inc.

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
SYNAPTIVE MEDICAL INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

PRE-FILING REPORT OF THE
PROPOSED MONITOR

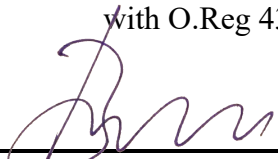
McMillan LLP
Brookfield Place
Suite 4400, 181 Bay Street
Toronto ON M5J 2T3

Tushara Weerasooriya LSO#: 51186K
tushara.weerasooriya@mcmillan.ca
Tel: 416.865.7890

Stephen Brown-Okruhlik LSO#: 66576P
stephen.brown-okruhlik@mcmillan.ca
Tel: 416.865.7043

Lawyers for the Proposed Monitor

THIS IS EXHIBIT “B” mentioned and
referred to in the affidavit of
LISA MINAROVICH
SWORN before me via video conference
by the affiant in the City of Brampton, in the
Regional Municipality of Peel,
in the City of Toronto, in the Province of Ontario
on this 17th day of September, 2025 in accordance
with O.Reg 431/20.



A COMMISSIONER FOR TAKING AFFIDAVITS

CITATION: In Re Synaptive Medical Inc., 2025 ONSC 1750
COURT FILE NO.: CV-25-00739279-00CL
DATE: 20250319

SUPERIOR COURT OF JUSTICE – ONTARIO – 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.

RE: Synaptive Medical Inc., Applicant

BEFORE: Peter J. Osborne J.

COUNSEL: *Adam Slavens and Mike Noel*, for the Applicant
Stephen Brown-Okruhlik and Spencer Klug, for the Proposed Monitor
Jennifer Caruso, for Export Development Canada, the DIP Lender
Maya Poliak, for BDC Capital Inc., Secured Creditor

HEARD: March 19, 2025

ENDORSEMENT

1. The Applicant, Synaptive Medical Inc. (“Synaptive”) bring this Application pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “*CCAA*”).

2. Today, Synaptive seeks an Initial Order:

- a. declaring that Synaptive is a “debtor company” to which the *CCAA* applies;
- b. appointing Richter Inc. as Monitor over the assets, business and affairs of Synaptive;
- c. providing for a stay of proceedings for seven days;
- d. authorizing Synaptive to continue to utilize its cash management system and maintain current banking arrangements;
- e. authorizing Synaptive to enter into the DIP Term Sheet and approving its authority to borrow under the DIP Financing Facility with Export Development Canada (“EDC” or the “DIP Lender”) up to an initial maximum amount of \$1 million; and
- f. granting the following charges over the Property of Synaptive:
 - i. and Administration Charge up to a maximum of \$250,000;
 - ii. a DIP Lenders Charge; and

iii. a Directors' Charge up to a maximum of \$1,100,000.

3. Synaptive relies on the affidavit of Magnes Momsen sworn March 18, 2025, together with the Pre-Filing Report of the Proposed Monitor. Mr. Momsen is the Chief Financial Officer of Synaptive and has held that position since January 2022.

4. Defined terms in this Endorsement have the meaning given to them in the Application materials and/or the Pre-Filing Report, unless otherwise stated.

5. The relief sought today is strongly supported by EDC and is recommended by the Proposed Monitor.

6. Synaptive is a Canadian-grown medical device company based in Toronto, Ontario, which develops neurosurgical devices to provide neurosurgery solutions from pre-operative planning and diagnosis to surgical interventions and post-operative care.

7. Its products include a next-generation robotic digital microscope to provide surgeons with hands-free 3D optics during brain and spine surgery, a software solution designed to assist surgeons in creating pre-operative surgery plans of the brain, a complementary software and hardware solution that tracks a surgeon's instruments in real time during surgical procedures by providing an interactive map of the patient's brain, and an innovative MRI platform that is said to be preferable to other MRI systems, as it employs a novel superconducting magnet to operate at a lower magnetic field strength.

8. Synaptive is in a liquidity crisis. Sales have not adequately supported its cost structure. Today, Synaptive is in default of approximately USD \$103 million of secured debt. It cannot meet its payroll obligations or working capital needs. It is insolvent and cannot meet its obligations generally as they come due.

9. Restructuring, cost-cutting and recapitalization efforts undertaken in 2023 and 2024 have not been successful in yielding a lead investor or securing a long-term financing solution.

10. Subsection 9(1) of the *CCAA* provides that an application for a stay of proceedings under the *CCAA* may be made to the court that has jurisdiction in the province in which the head office or chief place of business of the company in Canada is situated.

11. Synaptive maintains its head office in Toronto where many of its remaining employees work. I am satisfied that this Court has jurisdiction and is the appropriate forum.

12. I am also satisfied that Synaptive is a "debtor company" to which the *CCAA* applies as total claims against it exceed \$5 million. Synaptive is an *OBCA* company.

13. The term "insolvent" is not defined in the *CCAA* and therefore a determination of whether a company is insolvent requires consideration of the definition of "insolvent person" in the *BIA*, as:

a person who is not bankrupt and who resides, carries on business or has property in Canada, whose liabilities to creditors provable as claims under this Act amount to one thousand dollars, and

- a) who is for any reason unable to meet his obligations as they generally become due,
- b) who has ceased paying his current obligations in the ordinary course of business as they generally become due, or
- c) the aggregate of whose property is not, at a fair valuation, sufficient, or, if disposed of at a fairly conducted sale under legal process, would not be sufficient to enable payment of all his obligations, due and accruing due.

14. Each of the above factors is disjunctive.

15. Courts have also considered the expanded concept of insolvency adopted in *Stelco Inc., Re*, 2004 CarswellOnt 1211 at para. 26 (“*Stelco*”), in which this court held that a debtor is insolvent where there is a looming liquidity crisis such that it is reasonably foreseeable that the debtor will run out of cash unless its business is restructured. This approach to the insolvency criteria has been applied in other cases, including *Target Canada Co. (Re)*, 2015 ONSC 303 (“*Target*”) at para. 26; *Just Energy Corp. (Re)*, 2021 ONSC 1793 (“*Just Energy*”) at paras. 48 to 51; and *Nordstrom* at para. 26.

16. I am satisfied that the Applicant here is insolvent in that it is unable to meet its obligations as they generally become due, and it meets the “insolvent person” test set out in the *Bankruptcy and Insolvency Act*. As is clear from its balance sheet dated December 31, 2024, it is insolvent on a balance sheet basis and is also generally unable to meet its obligations as they come due. It will immediately run out of liquidity.

17. Section 11.02(1) of the *CCAA* provides that the Court may order a stay of proceedings on an initial *CCAA* application for a period of not more than 10 days. Section 11.001 of the *CCAA* provides that relief granted on an initial *CCAA* application shall be limited to relief that is reasonably necessary for the continued operations of the debtor company in the ordinary course of business during that initial 10-day period.

18. This provision is intended to “limit the decisions that can be taken at the outset of a *CCAA* proceeding to measures necessary to avoid the immediate liquidation of an insolvent company, thereby improving participation of all players”. See: *Lydian International Limited (Re)*, 2019 ONSC 7473 (“*Lydian*”) at para 25. Whether any particular relief is necessary to stabilize a debtor company’s operations during the initial stay period is inherently a factual determination, based on all of the circumstances of a particular debtor: *Boreal Capital Partners Ltd et al. (Re)*, 2021 ONSC 7802 at para 16.

19. In *Lydian*, the Chief Justice observed that the Initial Stay Period preserves the status quo and allows for operations to be stabilized and negotiations to occur, followed by requests for expanded relief on proper notice to affected parties at the full comeback hearing.

20. The relief requested in this first-day Application meets these criteria. Each aspect of the relief sought by the Applicants in the Initial Stay Period is interdependent, and collectively the relief is critical to allow the Applicants to properly respond to their current circumstances.

21. A stay of proceedings is clearly necessary here if any form of restructuring process is to be successful. The Applicant is in a liquidity crisis and absent a stay of proceedings, there is a significant risk that individual creditors will seek to enforce their rights on a haphazard basis without regard for the survival of the Company or maximization of its value.

22. A stay of proceedings is necessary to provide the Applicant with the breathing space necessary to develop an orderly restructuring process while maintaining business operations in the ordinary course.

23. The projected cash flow as set out in the forecast appended to the Pre-Filing Report shows that, if the DIP Facility is approved, there should be sufficient liquidity to fund operations through the proposed stay period.

24. I am also satisfied that the stability of the Applicant will be maintained if its current cash management system is maintained.

25. The Applicant seeks approval of the DIP Facility and approval of an interim financing charge (the DIP Charge) to secure the proposed DIP Facility pursuant to section 11.2 of the *CCAA*.

26. Section 11.2(4) of the *CCAA* sets out a non-exhaustive list of criteria that the Court must consider in deciding whether to grant a DIP lender's charge. Those criteria apply to the period during which the Applicant is expected to be subject to *CCAA* proceedings, how the Applicant's business and financial affairs are to be managed during the proceedings, whether the Applicant's management has the confidence of its major creditors, whether the loan would enhance the prospects of a viable compromise or arrangement being made in respect of the Applicant, the nature and value of the Applicant's property, whether any creditor would be materially prejudiced as a result of the security or charge, and whether the Monitor supports the charge.

27. When an application for interim financing is made at the same time as an initial application, the applicant must additionally satisfy the Court that the terms of the loan are "limited to what is reasonably necessary for the continued operations of the debtor company in the ordinary course of business during that period: s. 11.2(5).

28. It is important that an applicant meet the criteria in section 11.2(1) as well as those in section 11.2(4). See *CanWest Publishing Inc., Re*, 2010 ONSC 222 ("*CanWest II*") at paras. 42-44.

29. When considering the s. 11.2(4) factors, the Court "must determine which proposal is most appropriate and most importantly, which will best serve the interests of the stakeholders of the [Applicants] as a whole by enhancing the prospects of a successful restructuring." The Court is to make an "independent determination" when selecting a DIP proposal, having regard to the factors in subsection 11.2(4): *Crystallex (Re)*, 2012 ONCA 404 at para 85.

30. I am satisfied that the relief proposed today is appropriate. Synaptive is not seeking approval to draw down the full amount of the DIP Financing Facility, but rather only an

appropriately sized Initial Amount of \$1 million and a corresponding DIP Lenders' Charge. This quantum was determined by Synaptive and is agreed by the Proposed Monitor, in consultation with the DIP Lender.

31. Pursuant to section 11.7 of the *CCAA*, the Court shall appoint a person to monitor the business and financial affairs of the company when an order is made on the initial application. The person appointed must be a trustee within the meaning of subsection 2 (1) of the *BIA*.

32. The Applicant proposes to have Richter appointed as the Monitor.

33. Richter is a "trustee" within the meaning of subsection 2(1) of the *BIA*, is established and qualified, and has consented to act as Monitor. The involvement of Richter as the court-appointed Monitor will lend stability and assurance to the Applicant's stakeholders. Richter is not subject to any of the restrictions set out in s. 11.7(2) of the *CCAA*.

34. I am satisfied that Richter should be appointed as Monitor in these *CCAA* Proceedings.

35. I am also satisfied that the proposed Charges are appropriate.

36. The Court has jurisdiction to grant an administration charge under s. 11.52 of the *CCAA*. It is to consider: the size and complexity of the business being restructured, the proposed role of the beneficiaries of the charge, whether there is an unwarranted duplication of roles, whether the quantum of the proposed charge appears to be fair and reasonable, the position of the secured creditors likely to be affected by the charge, and the position of the Monitor. See *CanWest Publishing Inc.*, 2010 ONSC 222 at para. 54.

37. The proposed Administration Charge sought for the initial stay period meets this test and is appropriate. It is supported by the Proposed Monitor.

38. The proposed quantum of \$250,000 is appropriate, fair and reasonable.

39. Section 11.2(4) of the *CCAA* sets out a non-exhaustive list of criteria that the Court must consider in deciding whether to grant a DIP lender's charge. Those criteria apply to the period during which the Applicant is expected to be subject to *CCAA* proceedings, how the Applicant's business and financial affairs are to be managed during the proceedings, whether the Applicant's management has the confidence of its major creditors, whether the loan would enhance the prospects of a viable compromise or arrangement being made in respect of the Applicant, the nature and value of the Applicant's property, whether any creditor would be materially prejudiced as a result of the security or charge, and whether the Monitor supports the charge.

40. When an application for interim financing is made at the same time as an initial application, the applicant must additionally satisfy the Court that the terms of the loan are "limited to what is reasonably necessary for the continued operations of the debtor company in the ordinary course of business during that period: s. 11.2(5).

41. It is important that an applicant meet the criteria in section 11.2(1) as well as those in section 11.2(4). See *CanWest Publishing Inc., Re*, 2010 ONSC 222 ("*CanWest IP*") at paras. 42-44.

42. When considering the s. 11.2(4) factors, the Court “must determine which proposal is most appropriate and most importantly, which will best serve the interests of the stakeholders of the [Applicant] as a whole by enhancing the prospects of a successful restructuring.” The Court is to make an “independent determination” when selecting a DIP proposal, having regard to the factors in subsection 11.2(4): *Crystallex (Re)*, 2012 ONCA 404 at para 85.

43. The proposed DIP Lender’s Charge here satisfies the factors in section 11.2(4) of the *CCAA*. It is a condition of the DIP Facility and is appropriate.

44. The Court has jurisdiction to grant a directors’ charge under section 11.51 of the *CCAA*, provided notice is given to the secured creditors who are likely to be affected by it.

45. The purpose of such a charge is to keep the directors and officers in place during the restructuring by providing them with protections against liabilities that could be incurred.

46. Such a charge may not be made if “the company could obtain adequate indemnification insurance for the director or officer at a reasonable cost” and the court shall declare that the charge does not apply in respect of a specific obligation or liability incurred by a director or officer “if, in its opinion, the obligation or liability was incurred as a result of the director’s or officer’s gross negligence or wilful misconduct”: *CCAA*, s 11.51; see also *Laurentian University of Sudbury*, 2021 ONSC 1098, *supra* at para 81; and *Jaguar Mining Inc, Re*, 2014 ONSC 494 at para 45.

47. The Applicant here seeks a Directors’ Charge in the amount of \$1,100,000 to secure the indemnity of its directors and officers for liabilities they may incur during the *CCAA* proceedings.

48. I am satisfied that the proposed Directors’ Charge is appropriate here. The directors and officers have advised that they are prepared to continue to serve, conditional upon the granting of the Directors’ Charge. It will apply only to the extent that the directors’ and officers’ respective insurance is insufficient or ineffective, and only in respect of obligations and liabilities incurred after the commencement of the *CCAA* Proceedings excluding wilful misconduct or gross negligence.

49. The Proposed Monitor supports the Applicants’ request for the Directors’ Charge. I am satisfied it is appropriate here.

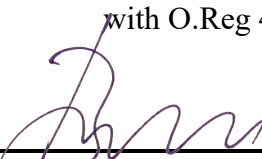
50. For all of these reasons, the relief sought today is granted. The proposed form of Initial Order is appropriate and is generally consistent with the Model Order of the Commercial List.

51. Order to go in the form signed by me today. It has immediate effect without the necessity of issuing and entering.

52. The comeback hearing in this Application shall take place on March 26, 2025 commencing at 12 PM.

A handwritten signature in green ink, appearing to read "O'Brien J.", is located at the bottom right of the page.

THIS IS EXHIBIT “C” mentioned and
referred to in the affidavit of
LISA MINAROVICH
SWORN before me via video conference
by the affiant in the City of Brampton, in the
Regional Municipality of Peel,
in the City of Toronto, in the Province of Ontario
on this 17th day of September, 2025 in accordance
with O.Reg 431/20.



A COMMISSIONER FOR TAKING AFFIDAVITS

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.**

**FIRST REPORT OF THE MONITOR
RICHTER INC.**

MARCH 24, 2025

TABLE OF CONTENTS

1.0	INTRODUCTION.....	3
2.0	PURPOSE OF THIS REPORT	5
3.0	TERMS OF REFERENCE AND DISCLAIMER	6
4.0	SALE AND INVESTMENT SOLICITATION PROCESS APPROVAL ORDER.....	7
5.0	DIP FINANCING FACILITY	10
6.0	UPDATED CASH FLOW FORECAST	14
7.0	AMENDED AND RESTATED INITIAL ORDER	16
8.0	ACTIVITIES OF THE MONITOR SINCE THE FILING DATE	21
9.0	CONCLUSIONS AND RECOMMENDATIONS.....	23

APPENDICES

Appendix “A” – Pre-Filing Report of the Proposed Monitor

Appendix “B” – Updated Cash Flow Forecast for the Period Ending June 20, 2025

Appendix “C” – Management’s Representation Letter regarding the Updated Cash Flow Forecast for the Period Ending June 20, 2025

1.0 INTRODUCTION

- 1.1 On March 19, 2025 (the “**Filing Date**”), Synaptive Medical Inc. (“**Synaptive**” or the “**Applicant**”) was granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to an initial order (the “**Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). The proceedings commenced by the Applicant under the CCAA are referred to herein as the “**CCAA Proceedings**”. The Initial Order appointed Richter Inc. (“**Richter**”) as monitor of the Applicant in the CCAA Proceedings (the “**Monitor**”).
- 1.2 The Applicant is a privately-held medical device and technology company specializing in neuro-imaging and precision intervention. The Applicant is incorporated under the Ontario *Business Corporations Act*, R.S.O 1990, c.B.16, as amended. The Monitor understands that Synaptive’s subsidiaries, including Synaptive Medical USA, Inc., Synaptive Medical International SA, Synaptive Medical (Barbados) Inc., Synaptive Medical (Australia) Pty Ltd., Synaptive Medical (Germany) GmbH, Synaptive Medical Denmark ApS, Synaptive Medical (UK) Ltd. and Synaptive Medical Pte. Ltd. (collectively the “**Synaptive Subsidiaries**” and with Synaptive, the “**Synaptive Group**”), do not hold operating assets and are primarily held for purposes of employing staff in other jurisdictions. The Synaptive Subsidiaries are not applicants in these CCAA Proceedings. A summarized corporate organizational chart of Synaptive is included in the Pre-Filing Report dated March 18, 2025 (the “**Pre-Filing Report**”) filed by Richter, in its capacity as proposed monitor, in connection with the CCAA Proceedings. A copy of the Pre-Filing Report is attached hereto as **Appendix “A”**.

- 1.3 Background information regarding Synaptive and its business and financial circumstances is set out in the Affidavit of Magnus Momsen sworn on March 18, 2025 (the “**First Momsen Affidavit**”) and the Pre-Filing Report. The First Momsen Affidavit and the Pre-Filing Report and other Court-filed documents in the CCAA Proceedings are available on the Monitor’s case website at: <https://www.richter.ca/insolvencycase/synaptive-medical-inc/> (the “**Case Website**”).
- 1.4 The Initial Order granted by the Court on March 19, 2025, among other things:
- (a) appointed Richter as Monitor in these CCAA Proceedings;
 - (b) granted a stay of proceedings in favour of the Applicant and its directors and officers up to and including March 26, 2025 (the “**Initial Stay Period**”);
 - (c) authorized Synaptive to borrow from its senior secured lender, Export Development Canada (“**EDC**”), under a credit facility provided by EDC (in such capacity, the “**DIP Lender**”), for purposes of financing the Applicant’s working capital requirements and other general corporate purposes through these CCAA Proceedings, with borrowings under such credit facility not to exceed \$1 million unless permitted by further Order of the Court, and granted the DIP Lender a priority charge over the Applicant’s Property (the “**DIP Lender’s Charge**”) to secure such funding advanced by the DIP Lender from and after the Filing Date (the “**Initial Amount**”); and
 - (d) in addition to the DIP Lender’s Charge, granted an Administration Charge and a Directors’ Charge (each as defined in the Initial Order) over the Property, in the following order of priority:

- (i) the Administration Charge in the maximum amount of \$250,000;
- (ii) the DIP Lender's Charge; and
- (iii) the Directors' Charge in the maximum amount of \$1.1 million.

2.0 PURPOSE OF THIS REPORT

2.1 The purpose of this report (the "**First Report**") is to provide the Court with information, and where applicable, the Monitor's views on:

- (a) the Applicant's motion for an order (the "**SISP Approval Order**"), among other things, authorizing the Applicant to conduct a sale and investment solicitation process ("**SISP**"), to be run by the Monitor, to identify a restructuring, sale or reorganization transaction in respect of the property and/or business of the Applicant (a "**Transaction**") in accordance with the SISP procedures (the "**SISP Procedures**") attached thereto; and
- (b) the Applicant's proposed Amended and Restated Initial Order (the "**ARIO**") which, among other things:
 - (i) extends the Stay Period up to and including June 20, 2025;
 - (ii) approves the DIP Term Sheet between the Applicant and the DIP Lender, authorizing the Applicant to borrow up to the maximum amount of \$7,00,000 available thereunder (the "**Maximum Amount**"), and grants the DIP Lender's Charge as security for advances under the credit facility governed by the DIP Term Sheet (the "**DIP Financing Facility**"); and

- (iii) increases the quantum of the Administration Charge to \$500,000;
- (c) the activities of the Monitor since its appointment; and
- (d) the Monitor's conclusions and recommendations in connection with the foregoing.

3.0 TERMS OF REFERENCE AND DISCLAIMER

3.1 In preparing this First Report, Richter, in its capacity as the Monitor, has been provided with, and has relied upon, unaudited financial information, books and records, and financial information prepared by Synaptive and has held discussions with management of Synaptive and its legal counsel (collectively, the "**Information**"). Except as otherwise described in this First Report in respect of Synaptive's Updated Cash Flow Forecast:

- (a) the Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the Chartered Professional Accountants Canada Handbook (the "**CPA Handbook**") and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
- (b) some of the information referred to in this First Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the CPA Handbook, has not been performed.

- 3.2 Future-oriented financial information referred to in this First Report was prepared based on the Synaptive's estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.
- 3.3 This First Report should be read in conjunction with the Pre-Filing Report and the First Momsen Affidavit, filed in support of the Applicant's motion for the proposed ARIO and SISP Approval Order. Capitalized terms used and not defined in this First Report have the meanings given to them in the Pre-Filing Report or the First Momsen Affidavit, as applicable.
- 3.4 Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

4.0 SALE AND INVESTMENT SOLICITATION PROCESS APPROVAL ORDER

- 4.1 In order to maximize the value of its assets for all stakeholders and in view of maintaining its business and operations, the Applicant intends to pursue a SISP, to be run by the Monitor, under the supervision of the Court as part of these CCAA proceedings.
- 4.2 The SISP, if approved by the Court, is to be conducted by the Monitor in accordance with the SISP Procedures, which are summarized in the Pre-Filing Report and are attached as Schedule "A" to the SISP Approval Order. A copy of the SISP Procedures has been served on the Service List and will form part of the documentation to be provided to all interested

parties at the beginning of the SISP. It will also, as with other relevant materials, be posted on the Monitor's website.

- 4.3 The timeline of the SISP is as follows and is the result of negotiations and consultation between the Synaptive, the Monitor and the DIP Lender, with a view of implementing an efficient process, while providing a realistic timeline that is likely to generate broad interest. We note that, due to limitations around the deadline for newspaper publication of the notice of the SISP, Synaptive intends to serve a revised draft of the SISP Approval Order with a version of the SISP Procedures at Schedule "A" that reflects an extension of the publication deadline from March 28, 2025 to March 29, 2025.

Milestone	Deadline
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 Secured Creditor Participation Notices and Insider Participation Notices ("Participation Notice Deadline")	April 11, 2025
Deadline for submission of Phase I LOIs (the "Phase I LOI Deadline")	No later than 5:00 p.m. (Toronto time) on April 30, 2025
Determination of Qualified Bidders for Phase II (the "Qualification Deadline")	No later than 5:00 p.m. (Toronto time) on May 2, 2025
Deadline for submission of Phase II Bids (the "Phase II Bid Deadline")	No later than 5:00 p.m. (Toronto time) on May 16, 2025
Determination of Selected Bidders (the "Selected Bidder Deadline")	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 Auction (if any) (“ Successful Bidder / Auction Notice Deadline ”)	No later than 5:00 p.m. (Toronto time) on May 23, 2025
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 “ Outside Date ”)	June 20, 2025

Monitor’s views on the SISP

- 4.4 As discussed in the Pre-Filing Report, the Monitor’s view is that, considering the Updated Cash Flow Forecast and the DIP Financing Facility available to the Applicant, the SISP is well structured and will provide for an appropriate canvassing of opportunities for sale, restructuring and/or recapitalization transactions for the benefit of the Applicant and its stakeholders generally.
- 4.5 Further, we have been advised by the Applicant that in 2023, it engaged Royal Bank of Canada as investment banker to market Synaptive’s business to potential investors. As a result, the Applicant has well-developed diligence materials and a list of many Known Potential Bidders (as defined in the SISP Procedures), who are up to speed on the Applicant’s business. Accordingly, we are of the view that the SISP provides sufficient notice of the opportunity to Potential Bidders. The two-phase approach to the SISP further provides Potential Bidders with additional time to finalize their due diligence, and provides

the Monitor with adequate time to market the opportunity and engage with parties while recognizing the Applicant's liquidity constraints. The Monitor has taken steps and prepared documentation necessary to commence the SISP in the timeline required by the SISP Procedures.

4.6 In addition, the SISP ensures that there are sufficient restrictions around the ability for the DIP Lender, other secured creditors and insiders to participate in the SISP, which ensures that those parties' participation does not undermine the fairness of the process. Secured creditors, including the DIP Lender, may participate as Bidders but must notify the Monitor of their intent to do so by April 11, 2025, after which they forfeit any consent, consultation, or information rights under the SISP. Likewise, officers, directors, employees, and other non-arm's length parties related to the Applicant may also bid, subject to the same notice requirement and corresponding restrictions. The SISP also provides the Monitor with sufficient flexibility to make reasonable and appropriate adjustments to the SISP, if required and to seek further direction from the Court, if needed.

4.7 Finally, the Monitor is satisfied that the factors to be considered in declaring a Successful Bidder are reasonable and appropriate in the circumstances.

5.0 DIP FINANCING FACILITY

5.1 EDC is the senior secured lender to the Applicant including through the Espresso Facility and the EDC Convertible Notes. As of the Filing Date, the Applicant owed approximately US\$54.8 million to EDC.

- 5.2 On March 18, 2025, Synaptive entered into an agreement with EDC, to provide the DIP Financing Facility which is required for the CCAA Proceedings and to support its ongoing operations. The signed DIP Term Sheet is attached as Exhibit “R” to the First Momsen Affidavit.
- 5.3 An Initial Amount of \$1,000,000 was approved by the Court at the initial hearing of these CCAA Proceedings. As submitted to the Court at the initial hearing, it was expected that Synaptive’s cash on hand would be insufficient to support its ongoing restructuring efforts for the Initial Stay Period. In accordance with the Initial Order, Synaptive requested and obtained a first disbursement of \$1,000,000 from the DIP Lender under the DIP Financing Facility on March 19, 2025, which was used by Synaptive, primarily, to fund its payroll to employees, along with funding other corporate overhead obligations.
- 5.4 The comments of the Monitor and the main conditions of the DIP Financing Facility are described in the Pre-Filing Report at paragraphs 8.1 to 8.5.
- 5.5 Synaptive now requests relief in relation to the approval of the remaining \$6 million available under the DIP Financing Facility.
- 5.6 Based on its review and discussions with Synaptive and the DIP Lender, the Monitor has no reason to question the good faith character of the negotiations between Synaptive and the DIP Lender, and remains of the view that the terms of the DIP Financing Facility are reasonable in the circumstances, for reasons more fully detailed herein.
- 5.7 The Monitor has reviewed the terms of the DIP Financing Facility, with particular regard to the interest rate and exit fee contemplated thereunder, against similar interim financing

arrangements approved in recent CCAA proceedings in Canada. In general, interest rates charged in recent interim financings approved in CCAA proceedings have ranged between 5% and 20%, with interest rates ranging from 8%-15% charged in cases involving technology and life sciences companies similar to Synaptive. In addition, fees charged (including, commitment, standby and/or exit fees) in approved interim financings have totaled between 2% and 5%.

- 5.8 While the interest rate and exit fee of the DIP Financing Facility do fall within the higher end of acceptable economic terms, they are in line with the economics of the Espresso Facility (which bears interest at a rate of 20%) and the Monitor is satisfied that the DIP Financing Facility is reasonable and appropriate in the circumstances.
- 5.9 Immediately prior to Synaptive's application for relief under the CCAA, it had been working closely with the support of EDC to find and implement a sustainable financing solution for its business. When those efforts abruptly failed, Synaptive did not have the time or necessary liquidity to explore alternative sources of interim financing for its proposed CCAA filing.
- 5.10 Moreover, in the days following the issuance of the Initial Order, neither the Monitor nor Synaptive have been approached by any existing creditors or any third parties that are prepared to offer similar interim financing arrangements on more favourable terms. Accordingly, EDC, as Synaptive's senior lender, was and remains Synaptive's most realistic source of funding for its CCAA Proceedings.
- 5.11 The Monitor is of the opinion that if the DIP Financing Facility in the amount of \$7 million is not approved by the Court, Synaptive will not be able to maintain its operations, carry

out the proposed restructuring, and execute the SISP Procedures. This is demonstrated in the Updated Cash Flow Forecast (as defined below).

- 5.12 Consequently, in a scenario where the \$7 million DIP Financing Facility would not be available to Synaptive, there would be significant adverse impacts on Synaptive's creditors, suppliers, employees and clients, as Synaptive would most likely be forced into an immediate shut-down and liquidation.
- 5.13 Advances under the DIP Financing Facility are conditional on, among other things: (i) the granting of the ARIO extending the stay of proceedings and increasing the DIP Lender's Charge, all in form and substance acceptable to the DIP Lender, and (ii) the granting of an order approving the SISP (described below) in form and substance acceptable to the DIP Lender, both no later than 5:00 pm. (Toronto time) on March 26, 2025.
- 5.14 The maturity date of the DIP Financing Facility will occur on the earliest of (i) the occurrence of an Event of Default (as defined under the DIP Term Sheet), (ii) the closing of one or more sale transaction for all or substantially all of the assets of the Applicant as part of a SISP, (iii) the implementation of a plan of compromise or arrangement in the CCAA Proceedings; (iv) the date on which the stay of proceedings in the CCAA Proceedings expire without being extended or on which the CCAA Proceedings is terminated or dismissed, or (v) June 20, 2025.
- 5.15 In summary, the Monitor supports approval of the DIP Financing Facility and the granting of the DIP Lender's Charge on the basis that:

- (a) the Applicant is in urgent need of near-term funding and the DIP Lender is the only realistic and practical provider of such interim funding given the urgency and the Applicant's current circumstances;
- (b) the DIP Lender is the Applicant's existing senior secured lender and is prepared to make the funding available to the Applicant to avoid an abrupt shutdown of the Applicant's business and enable the Applicant to pursue an orderly process to maximize value;
- (c) based on the Updated Cash Flow Forecast, the DIP Financing Facility will provide the Applicant with access to sufficient funding to continue its business operations during the implementation of the SISP, if approved; and
- (d) the proposed ARIO provides that the DIP Lender's Charge will not secure any obligation that existed before the Initial Order is made.

6.0 UPDATED CASH FLOW FORECAST

- 6.1 The Applicant, with the assistance of the Monitor, prepared an updated weekly cash flow forecast (the "**Updated Cash Flow Forecast**") for the thirteen-week period from March 24, 2025 to June 20, 2025 (the "**Cash Flow Period**"). A copy of the Updated Cash Flow Forecast, together with a summary of assumptions (the "**Cash Flow Assumptions**") and Management's report on the cash-flow statement required by section 10(2)(b) of the CCAA, are attached hereto as **Appendix "B"** and **Appendix "C"**, respectively.
- 6.2 As summarized in the table below, the Cash Flow Forecast shows net cash flows of approximately negative \$0.6 million during the Cash Flow Period.

Synaptive Medical Inc.	
Cash Flow Forecast	13-Week
For the Week Ended	TOTAL
A/R Collections	2,710,039
HST Receivable	100,000
Grant income	130,000
DIP Funding	6,000,000
Total Receipts	8,940,039
DISBURSEMENTS	
Payroll	4,598,094
Rent	581,895
Vendor Payments - Inventory/Parts	332,000
Bank charges	3,726
Insurance	105,000
Vendor Payments - G&A	1,068,190
Employee Expenses	932,232
Restructuring Professionals	1,398,909
KERPs	515,081
Operating Disbursements	9,535,126
Net Cash Flow	(595,088)
Opening Cash	649,966
Ending Cash	54,878
Opening DIP	1,002,877
Add: DIP Advances	6,000,000
Add: Exit Fee	350,000
Add: DIP Interest	173,610
Ending DIP	7,526,486

6.3 The Monitor notes the following with respect to the Updated Cash Flow Forecast:

- (a) collections include forecasted collections from existing accounts receivable as at March 21, 2025;
- (b) interim financing of approximately \$6 million will be needed to meet operating and restructuring disbursements during the Cash Flow Period; and
- (c) disbursements include payments for payroll, employee benefits and expenses, rent, corporate operating costs and restructuring professional fees, and, further, include forecasted key employee retention payments, which the Applicant intends to seek approval of at a subsequent hearing.

6.4 Based on the Monitor's review, nothing has come to its attention that causes it to believe that, in all material respects:

- (a) the Cash Flow Assumptions are not consistent with the purpose of the Updated Cash Flow Forecast;
- (b) as at the date of this First Report, the Cash Flow Assumptions are not suitably supported and consistent with the plans of the Applicant or do not provide a reasonable basis for the Updated Cash Flow Forecast, given the Cash Flow Assumptions; or
- (c) the Updated Cash Flow Forecast does not reflect the Cash Flow Assumptions.

6.5 The Updated Cash Flow Forecast has been prepared solely for the purpose and subject to the assumptions described above, and readers are cautioned that it may not be appropriate for other purposes. The Updated Cash Flow Forecast is subject to material change based on sales activity, the Applicant's restructuring efforts, and circumstances arising from the commencement of the CCAA Proceedings.

7.0 AMENDED AND RESTATED INITIAL ORDER

7.1 The Applicant is seeking approval of the ARIO. The following summarizes certain material changes from the Initial Order.

Administration Charge

7.2 The Initial Order granted a priority charge over the Applicant's Property in an amount not to exceed \$250,000 in favour of the Monitor, counsel to the Monitor, and counsel to the

Applicant (the “**Administration Charge**”). The Applicant is seeking an increase in the amount of the Administration Charge in the ARIO to \$500,000.

- 7.3 The Monitor assisted the Applicant in the calculation of the Administration Charge and is of the view that the proposed amount of the charge is reasonable and appropriate in light of the extensive scope of work required during the CCAA proceedings, the significant involvement of the beneficiaries of the Administration Charge, and the quantum of administration charges approved in similar CCAA proceedings.

DIP Lender’s Charge

- 7.4 As described above, it is a condition precedent to the effectiveness of the DIP Financing Facility that the Court grant the DIP Lender’s Charge to secure the obligations under the DIP Financing Facility. The DIP Lender’s Charge currently secures payment of the \$1 million Initial Amount advanced prior to granting of the ARIO. In light of the funding required to complete the Applicant’s SISP process as set out in the Updated Cash Flow Forecast and the reasonableness of the terms of the DIP Financing Facility, it is appropriate for the DIP Lender’s Charge to secure the full amount of the Initial Amount in the case.

Directors’ Charge

- 7.5 The Initial Order provides that the Applicant shall indemnify their directors and officers (the “**Directors and Officers**”) against obligations and liabilities that they may incur as Directors and Officers of the Applicant after commencement of the CCAA Proceedings, except to the extent that the obligation or liability was incurred as a result of an officer’s or director’s gross negligence or wilful misconduct. The proposed Initial Order provides

for a charge over the Applicant's Property in the amount of \$1.1 million in favour of the Applicant's Directors and Officers as security for that indemnity.

7.6 The Monitor understands that the Applicant maintains director's and officer's liability insurance (the "**D&O Insurance**") that is applicable to Synaptive's Directors and Officers. The current D&O Insurance includes an aggregate amount of \$18 million in coverage. However, this coverage is subject to certain retention amounts, deductibles, exclusions, or some combination of the foregoing, all of which create a degree of uncertainty. Synaptive's D&O Insurance policy expires on March 31, 2025, and while Synaptive is in discussions with its insurance provider to renew and/or replace this coverage, no such renewal/replacement has happened to date.

7.7 The Monitor assisted the Applicant in the calculation of the initial amount of the Directors' Charge, taking into consideration the quantum of the Applicant's employee-related obligations (including salary, wages and vacation pay) and federal and provincial sales tax liabilities. The components that comprise the Directors Charge are as follows:

Provision for Director's Charge	(000's)
Bi-weekly Payroll	667
Monthly payroll	15
Monthly Canadian Benefits	42
Monthly US benefits	95
International benefits	10
Commissions	30
Employee expenses	240
Total	1,099

7.8 The Monitor is of the view that the quantum of the Directors' Charge is reasonable and appropriate in the circumstances having regard to the size and nature of the Applicant's business operations.

Priority of Charges in the ARIO

7.9 The proposed ARIO contemplates that the Charges will rank in priority to all other Encumbrances (as defined in the Initial Order) in favour of any person, provided that the Charges will have the following priority in relation to each other:

- (a) First – Administration Charge (to the maximum of \$500,000);
- (b) Second – DIP Lender’s Charge; and
- (c) Third – Directors’ Charge (to the maximum of \$1.1 million),

(the above charges collectively referred to as the “**Charges**”).

7.10 The ARIO provides that the DIP Lender’s Charge shall be terminated and discharged upon the repayment in full of the DIP Financing Facility.

7.11 For the reasons set forth above, the Monitor believes that the Charges and their respective amounts are necessary and appropriate in the circumstances of these CCAA Proceedings.

Approval of SISP

7.12 The proposed ARIO permits the Applicants, to solicit interest in, and opportunities for, (i) a sale of the Applicant’s property and assets, and/or (ii) an investment, restructuring, recapitalization, refinancing, or other form of reorganization transaction in respect of the Applicant.

7.13 The SISP, if approved by the Court through the granting of the SISP Approval Order, is to be conducted by the Monitor in accordance with the SISP Procedures, and in consultation with the DIP Lender.

- 7.14 The SISP contemplates a two-phase bidding process, starting as soon as March 26, 2025, and subject to any extensions and modifications that may occur in accordance with the SISP Procedures.
- 7.15 The Monitor, with the assistance of Synaptive and in consultation with the DIP Lender, has (i) prepared a list of strategic and financial parties who may potentially be interested in acquiring or making an investment in the Applicant's business, assets and/or shares; (ii) prepared a notice to be published in The Globe and Mail (National Edition) and Canada Newswire, (iii) set up an electronic data room, and (iv) prepared a Teaser Letter.
- 7.16 The Monitor supports the SISP and is of the view that (a) the authorizations in the proposed ARIO and SISP Approval Order provide appropriate flexibility to explore all value-enhancing options for the Applicant's assets and business, and (b) the SISP has the support of the DIP Lender.

Extension of the Stay Period

- 7.17 The Initial Order granted a stay of proceedings for the Initial Stay Period through March 26, 2025. The Applicant is now seeking an extension of the Stay Period (as defined in the ARIO) to and including June 20, 2025.
- 7.18 The Monitor supports the Applicants' request to extend the Stay Period for the following reasons:
- (a) the proposed extension will permit the Applicant, under the supervision of the Monitor, to conduct the SISP in accordance with the SISP Procedures with a view to maximizing the value of Synaptive's business;

- (b) an extension of the stay of proceedings will provide Synaptive with stability and a further opportunity to pursue one or more value-enhancing Transactions, and to return to Court to seek approval of any such Transaction;
- (c) Synaptive has acted, and continues to act, in good faith and with due diligence to advance their restructuring efforts and the CCAA Proceedings;
- (d) as reflected in the Updated Cash Flow Forecast, the Applicant is expected to have sufficient liquidity, subject to compliance with the DIP Budget, to fund its operations and the costs of the CCAA Proceedings during the requested Stay Period;
- (e) an extension of the stay of proceedings of the length requested by the Applicant is reasonable having regard to the current status of the CCAA Proceedings and will ensure that the Applicant is not required to expend time and resources to seek an interim extension of the stay of proceedings while they advance and complete the SISP; and
- (f) the Monitor is not aware of any party that would be materially prejudiced by the proposed extension of the Stay Period.

8.0 ACTIVITIES OF THE MONITOR SINCE THE FILING DATE

8.1 Since the Filing Date, the primary activities of the Monitor have included the following:

- (a) communicating with various stakeholders of the Applicant, including landlords;
- (b) communicating with terminated employees regarding the Wage Earner Protection Program;
- (c) preparing to advance the SISP, including:


- (i) preparing an initial list of Potential Bidders, in consultation with the DIP Lender and the Applicant;
 - (ii) populating the Data Room;
 - (iii) preparing the Teaser Letter; and
 - (iv) preparing a notice of the SISP to appear in the Globe and Mail (National Edition) and Canada Newswire;
- (d) assisting the Applicant in decisions and calculations with respect to developing a key employment retention plan;
- (e) monitoring the Applicant's cash receipts and disbursements and assisting in preparing the Updated Cash Flow Forecast;
- (f) engaging in discussions with EDC and its counsel Fasken Martineau Dumoulin LLP with respect to the Updated Cash Flow Forecast, liquidity matters and the SISP;
- (g) establishing the Case Website and coordinating the posting of Court-filed documents to the Case Website;
- (h) completing and coordinating the notice requirements pursuant to the Initial Order, including, among other things:
 - (i) arranging for publication of notice of the CCAA Proceedings, in the prescribed form, in The Globe and Mail (National Edition) on March 25, 2025 and April 1, 2025;
 - (ii) arranging for notice of the CCAA Proceedings, in the prescribed manner, to be emailed or mailed on March 26, 2025 to each known creditor having a claim against the Applicant of more than \$1,000.
- (i) with the assistance of McMillan LLP, counsel to the Monitor, preparing this First Report.

9.0 CONCLUSIONS AND RECOMMENDATIONS

- 9.1 For the reasons set out in this First Report, the Monitor respectfully recommends that the Court grant the SISP Approval Order and the ARIO.

All of which is respectfully submitted to the Court this 24th day of March, 2025.

Richter Inc., solely in its capacity as
Monitor of Synaptive Medical Inc.
and not in its personal or corporate
capacity

Per: 

Karen Kimel
Senior Vice-President

APPENDIX "A"
PRE-FILING REPORT OF THE MONITOR

Court File No.: CV -

**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.**

**PRE-FILING REPORT OF THE PROPOSED MONITOR
RICHTER INC.**

MARCH 18, 2025

TABLE OF CONTENTS

1.0	INTRODUCTION.....	3
2.0	TERMS OF REFERENCE AND DISCLAIMER	6
3.0	RICHTER’S QUALIFICATIONS TO ACT AS MONITOR.....	8
4.0	BACKGROUND INFORMATION RELATING TO SYNAPTIVE	9
5.0	SECURED DEBT OBLIGATIONS	11
6.0	CASH MANAGEMENT SYSTEM.....	14
7.0	CASH FLOW FORECAST	14
8.0	INTERIM FINANCING	17
9.0	COURT-ORDERED CHARGES SOUGHT IN THE INITIAL ORDER.....	20
10.0	PAYMENTS DURING THE CCAA PROCEEDINGS	22
11.0	PROPOSED SALE AND INVESTOR SOLICITATION PROCESS.....	23
12.0	CONCLUSIONS AND RECOMMENDATIONS.....	30

APPENDICES

Appendix “A” – Synaptive Corporate Structure

Appendix “B” – Cash Flow Forecast for the Initial Stay Period Ending March 28, 2025

Appendix “C” – Management’s Representation Letter Regarding the Cash Flow Forecast

1.0 INTRODUCTION

- 1.1 Richter Inc. (“**Richter**” or the “**Proposed Monitor**”) understands that Synaptive Medical Inc. (“**Synaptive**” or the “**Applicant**”) intends to make an application to the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for an order (the “**Initial Order**”) granting, among other things, a stay of proceedings pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), and appointing Richter as Monitor of the Applicant (the “**Monitor**”). The proceedings to be commenced by the Applicant under the CCAA are referred to herein as the “**CCAA Proceedings**”.
- 1.2 The Applicant is a privately-held medical device and technology company specializing in neuro-imaging and precision intervention. The Applicant is incorporated under the Ontario *Business Corporations Act*, R.S.O 1990, c.B.16, as amended. Richter understands that Synaptive’s subsidiaries, including Synaptive Medical USA, Inc., Synaptive Medical International SA, Synaptive Medical (Barbados) Inc., Synaptive Medical (Australia) Pty Ltd., Synaptive Medical (Germany) GmbH, Synaptive Medical Denmark ApS, Synaptive Medical (UK) Ltd. and Synaptive Medical Pte. Ltd. (collectively the “**Synaptive Subsidiaries**” and with Synaptive, the “**Synaptive Group**”), do not hold operating assets and are primarily held for purposes of employing staff in other jurisdictions. The Synaptive Subsidiaries are not applicants in these CCAA Proceedings. A summarized chart of the corporate organizational structure of Synaptive is attached hereto as **Appendix “A”**.
- 1.3 Synaptive’s current head office and primary location are leased premises located at 555 Richmond Street West, Toronto, Ontario. However, Synaptive is in the process of moving

to leased premises at 5055 Satellite Drive, Mississauga, Ontario. Synaptive also leases a small manufacturing location in London, Ontario and a small distribution, maintenance and storage facility in Memphis, Tennessee.

- 1.4 Since completing its Series B round of financing in 2019, the Applicant has continued to fund on-going development of its medical technologies and operations through additional financing in its Espresso Facility (as defined below) and investments in its various convertible notes. Synaptive's capital structure is discussed more fully below.
- 1.5 For the twelve-month period ended December 31, 2024, the Synaptive Group's unaudited adjusted earnings before interest taxes and depreciation ("**ADJ EBITDA**") was approximately negative US\$17.3 million (an increase of 13% compared to the same prior year period) and the Synaptive Group's net earnings were negative US\$29.6 million (an increase of 11% compared to the same prior year period).
- 1.6 Despite improvements in its earnings, Synaptive's operating cash requirements and existing debt structure have negatively impacted Synaptive's ability to access additional funding. In addition, the threat of tariffs, retaliatory tariffs, and newly imposed tariffs have contributed to a liquidity crisis for Synaptive.
- 1.7 The Applicant is in default under the Espresso Facility (as defined below) and the EDC Convertible Notes (as defined below). The Fourth Amending Agreement to the Forbearance Agreement expired on March 12, 2025.
- 1.8 Export Development Canada ("**EDC**") has provided substantial financial support to the Applicant in recent years, including by advancing US\$3.5 million in secured loans under

the Espresso Facility. The aggregate obligations owing to EDC under the Espresso Facility and the EDC Convertible Notes is approximately US\$54.8 million. While EDC is supportive of the Applicant's business, the Proposed Monitor understands that EDC is not prepared to advance further funding to the Applicant except within the context of these CCAA Proceedings.

- 1.9 The Applicant's secured debt obligations of approximately US\$104.1 million include its indebtedness to EDC of approximately US\$54.8 million, approximately US\$50,000 and \$127,166 owing to Royal Bank of Canada ("**RBC**") in respect of a credit card facility (the "**RBC CC Facility**") and amounts owing to other investors under various convertible notes of approximately US\$49.1 million.
- 1.10 Synaptive is also indebted to the Federal Economic Development Agency for Southern Ontario in respect of an unsecured Regional Relief Recovery Loan ("**RRRF**") of approximately \$291,667.
- 1.11 The Applicant's cash flow and liquidity constraints have resulted in significant arrears owing to vendors, landlords and employees. As at March 14, 2025, Synaptive owed approximately \$15.2 million in accounts payable and accrued liabilities, including: (a) approximately \$8.8 million owing to vendors; (b) approximately \$0.4 million owing to landlords in respect of outstanding rent; (c) approximately \$1.1 million in unpaid wages; and (d) approximately \$2.2 million in respect of unpaid bonuses;
- 1.12 Synaptive is initiating these CCAA Proceedings in order to obtain a stay of proceedings during the initial 10-day stay period under the CCAA (the "**Initial Stay Period**") and to access interim funding that EDC is only prepared to provide in the context of the CCAA

Proceedings. The Proposed Monitor understands that the Applicant intends to use the breathing room afforded by the CCAA to conduct a court-approved sale and investment solicitation process (“**SISP**”) including soliciting bids for a sale and/or investment in respect of its business, assets and/or shares (all as further described below). The Applicant intends to seek certain relief with respect to the foregoing at the comeback hearing prior to the expiry of the Initial Stay Period (the “**Comeback Hearing**”) or shortly thereafter.

1.13 The purpose of this pre-filing report (the “**Report**”) is to provide the Court with information, and where applicable, the Proposed Monitor’s views on:

- (a) Richter’s qualifications to act as Monitor (if appointed);
- (b) background information with respect to Synaptive;
- (c) Synaptive’s secured and unsecured creditors;
- (d) Synaptive’s cash management system;
- (e) Synaptive’s Cash Flow Forecast (as defined below);
- (f) proposed interim funding arrangements with EDC during the Initial Stay Period;
- (g) the Court-ordered charges over the property and assets of the Applicant (the “**Property**”) sought by the Applicant in the Initial Order;
- (h) the Applicant’s proposed sale and investment solicitation process; and
- (i) the Proposed Monitor’s conclusions and recommendations in connection with the foregoing.

2.0 TERMS OF REFERENCE AND DISCLAIMER

2.1 In preparing this Report, Richter, in its capacity as the Proposed Monitor, has been provided with, and has relied upon, unaudited financial information, books and records,

and financial information prepared by Synaptive and has held discussions with management of Synaptive and its legal counsel (collectively, the “**Information**”). Except as otherwise described in this Report in respect of Synaptive’s Cash Flow Forecast:

- (a) the Proposed Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Proposed Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CAS**”) pursuant to the *Chartered Professional Accountants Canada Handbook* (the “**CPA Handbook**”) and, accordingly, the Proposed Monitor expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
- (b) some of the information referred to in this Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the CPA Handbook, has not been performed.

2.2 Future-oriented financial information referred to in this Report was prepared based on the Synaptive’s estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.

2.3 This Report should be read in conjunction with the Affidavit of Magnus Momsen sworn on March 18, 2025 (the “**First Momsen Affidavit**”), in support of Synaptive’s application for relief under the CCAA, for additional background and other information regarding the

Applicant. Capitalized terms used and not defined in this Report have the meanings given to them in the First Momsen Affidavit.

- 2.4 Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

3.0 RICHTER'S QUALIFICATIONS TO ACT AS MONITOR

- 3.1 Richter was engaged to act as a consultant to Synaptive on August 18, 2023, and as such, the Proposed Monitor is familiar with the business, operations and financial circumstances of the Applicant. Richter is a trustee within the meaning of subsection 2(1) of the *Bankruptcy and Insolvency Act* (Canada) and is not subject to any of the restrictions on who may be appointed as monitor set out in section 11.7(2) of the CCAA. None of Richter nor its affiliates have ever acted as the auditor of any member of the Synaptive Group.
- 3.2 The senior Richter professional personnel with carriage of this matter include experienced insolvency and restructuring practitioners who are Chartered Professional Accountants (Chartered Accountants), Chartered Insolvency and Restructuring Professionals, and Licensed Insolvency Trustees. These Richter professionals have previously acted in restructuring proceedings of a similar nature and complexity in Canada.
- 3.3 The Proposed Monitor has retained McMillan LLP to act as its independent legal counsel.
- 3.4 Richter has consented to act as Monitor of the Applicant on the terms set forth in the proposed Initial Order, should the Court grant the Applicant's request to commence the CCAA Proceedings.

4.0 BACKGROUND INFORMATION RELATING TO SYNAPTIVE

- 4.1 This Report summarizes certain background information in relation to Synaptive as it relates to Synaptive's application for the commencement of these CCAA Proceedings. Readers of this Report are advised to review in full the First Momsen Affidavit, which provides a comprehensive overview of the businesses, operations and financial circumstances of the Applicant and the intended purpose of the CCAA Proceedings.
- 4.2 Synaptive is a Canadian medical technology company that offers hardware and software products focused on surgical planning and navigation, robotic digital microscopy, and magnetic resonance imaging. For example, Synaptive offers an advanced surgical planning software solution that provides real-time 3D rendering of medical scan images and a robotic digital exoscope, all designed to improve surgical outcomes and qualities of life for neurosurgery patients. Further detail about Synaptive's various hardware and software products is included in the First Momsen Affidavit.
- 4.3 Synaptive's hardware and software products are primarily sold in Canada and the United States with some recent sales in Europe, Australia, Pakistan and South East Asia.
- 4.4 Synaptive's assets include its global intellectual property ("IP") consisting of more than 1,200 patents applications with more than 800 issued within the US, Canada, Europe, Australia, Japan, SE Asia and the Middle East (the "**Patent Assets**"). In addition to the Patent Assets, Synaptive's IP includes its patent licenses, trademarks and trade secrets including: exoscope calibration parameters, exoscope software for magnification, source code for image stabilization, MDA / SMI algorithms for arm movement, MRI magnet

manufacturing techniques, gradient coil manufacturing process and know-how, source code / software for pulse sequences for MRI.

- 4.5 Synaptive operates primarily from locations in Ontario and also has a small distribution, maintenance and storage facility in Memphis, Tennessee. All of Synaptive's operating locations are leased premises; the Applicant does not own any real property.
- 4.6 As described in the First Momsen Affidavit, Synaptive is indebted to certain of its landlords in respect of February and March, 2025 rent. As of the date of this Report, the Applicant owes approximately \$0.4 million to landlords in respect of outstanding rent. The Cash Flow Forecast contemplates payment of the pro-rata post-filing March rent to Synaptive's unpaid landlords.
- 4.7 As of March 14, 2025, Synaptive has approximately 189 hourly and salaried employees across Canada, the United States and various other countries. A summary of employees is contained in the First Momsen Affidavit. On March 4, 2025, the Synaptive Group issued temporary layoff notices to 149 employees and plans to recall 79 on March 24, 2025.
- 4.8 The First Momsen Affidavit extensively describes the operational and financial challenges experienced by Synaptive in recent years, the arrears owing to its vendors, trade creditors and other unsecured creditors, and the funding and liquidity issues that have necessitated the commencement of the CCAA Proceedings. In addition, the material uncertainty caused by the imposition of tariffs and the continued threat of new tariffs has added to Synaptive's more immediate liquidity crisis.

5.0 SECURED DEBT OBLIGATIONS

5.1 As of March 14, 2025, the Applicant has approximately \$104.1 million of outstanding secured debt, comprised of approximately US\$6 million in relation to the Espresso Facility, approximately US\$97.9 million in relation to three sets of convertible notes and approximately US\$50,000 and \$127,166 outstanding to RBC in respect of the RBC CC Facility.

Espresso Facility

5.2 As detailed in the First Momsen Affidavit, on or around December 23, 2020, Synaptive, as borrower, entered into a loan facility and security agreement (as amended from time to time, the “**Espresso Facility Agreement**”) with Espresso Capital Ltd. (“**Espresso Capital**”), pursuant to which Espresso Capital committed, subject to the terms and conditions therein, to advance US\$5,000,000 to Synaptive (the “**Espresso Facility**”). Espresso Capital acted as the administrative and collateral agent and Espresso Venture Debt LP (“**Espresso Venture**”) acted as the lender under the Espresso Facility.

5.3 Pursuant to the Espresso Facility Agreement, Synaptive granted Espresso Capital a security interest in all of its personal property, including all of its intellectual property (the “**Espresso Security**”).

5.4 In addition to Synaptive providing Espresso Capital with the Espresso Security, Synaptive Medical USA, Inc. (“**Synaptive USA**”) signed a guarantee in respect of all Synaptive’s obligations under the Espresso Facility (the “**Synaptive USA Guarantee**”). Synaptive USA

also executed an intellectual property security agreement in favour of Espresso Capital (the “**Synaptive USA IP Security Agreement**”).

- 5.5 On April 18, 2023, Espresso Capital, Espresso Venture and Synaptive entered into a first amendment to the Espresso Facility Agreement, under which they agreed to amend certain interest and other commercial terms of the Espresso Facility.
- 5.6 On August 30, 2023, Espresso Venture and Espresso Capital assigned to EDC all of their right, title and interest in and to, among other things, the Espresso Facility Agreement, the Espresso Security, the Synaptive USA Guarantee and the Synaptive USA IP Security Agreement (the “**Espresso Assignment**”).
- 5.7 Following the Espresso Assignment, on July 22, 2024, EDC and Synaptive entered into a second amendment to the Espresso Facility Agreement separating the Espresso Facility into two tranches: (i) a first tranche of US\$1.5 million, which Espresso Capital advanced prior to the Espresso Assignment; and (ii) a second tranche of US\$3.5 million (the “**Second Espresso Tranche**”). EDC advanced the Second Espresso Tranche in three payments in July, August and September 2024 in the amounts of US\$1.75 million, US\$1 million and US\$0.75 million respectively.
- 5.8 The Espresso Facility bears interest at a rate of 20% from and after July 22, 2024. The Espresso Facility was originally scheduled to mature on December 23, 2023 (in respect of the first tranche) and December 16, 2024 (in respect of the second tranche), but these dates were both subsequently extended on various occasions, most recently to March 12, 2025.

5.9 As of March 10, 2025, Synaptive’s indebtedness under the Espresso Facility is approximately US\$6.02 million.

Convertible Notes

5.10 Between December 2020 and December 2024, Synaptive has funded its operations and research and development of its surgical technologies through issuance of three convertible note securities (the “**Convertible Note Securities**”). Each of the Convertible Note Securities have varying liquidity preferences and other features.

5.11 At March 10, 2025, Synaptive owed approximately US\$97.9 million under its Convertible Note Securities as summarized below:

(in US\$'s)	Priority	Investors	Principal Issued	Accrued Interest	Total Outstanding
EDC Convertible Notes	1	EDC	40,000,000	8,788,892	48,788,892
EDC Convertible Notes	1	47 Investors	9,814,800	1,174,336	10,989,136
Total EDC Convertible Notes			49,814,800	9,963,228	59,778,028
BDC Convertible Notes	2	BDC	5,000,000	2,064,857	7,064,857
BDC Convertible Notes	2	4 Investors	119,000	47,639	166,639
Total BDC Convertible Notes			5,119,000	2,112,496	7,231,496
Subordinated Convertible Notes	3	95 Investors	23,581,493	7,294,143	30,875,636
Total			78,515,293	19,369,867	97,885,160

5.12 Further details regarding the Convertible Note Securities are included in the First Momsen Affidavit and not repeated herein.

Credit Card Facility

5.13 As noted above Synaptive used credit cards issued through the RBC CC Facility in its business, primarily to manage travel expense claims of its sales and technical services staff.

As at March 10, 2025, Synaptive's indebtedness under the RBC CC Facility was approximately US\$50,000 and \$127,166.

Security Review

5.14 Following the granting of the Initial Order, Richter intends to instruct its counsel, McMillan LLP, to review and confirm the effectiveness of the aforementioned security.

6.0 CASH MANAGEMENT SYSTEM

6.1 The Applicant manages cash, including collections, disbursements and intercompany payments from its head office. Synaptive will require continued access to its bank accounts during these CCAA Proceedings as described in the First Momsen Affidavit.

7.0 CASH FLOW FORECAST

7.1 Synaptive has prepared a weekly cash flow forecast (the "**Cash Flow Forecast**") for the two-week period from March 17, 2025 to March 28, 2025 (the "**Initial Stay Period**"). A copy of the Cash Flow Forecast, together with a summary of assumptions (the "**Cash Flow Assumptions**") and Management's report on the cash-flow statement required by section 10(2)(b) of the CCAA, are attached hereto as **Appendix "B"** and **Appendix "C"**, respectively.

7.2 As summarized in the table below, the Cash Flow Forecast shows net cash flows of approximately negative \$0.4 million during the Initial Stay Period.

For the Week Ended	21-Mar-25	28-Mar-25	TOTAL
A/R Collections	224,715	224,715	449,429
HST Receivable	25,000	-	25,000
Grant income	10,000	10,000	20,000
DIP Funding	1,000,000	-	1,000,000
Total Receipts	1,259,715	234,715	1,494,429
DISBURSEMENTS			
Payroll	1,015,887	64,773	1,080,659
Rent	84,429	-	84,429
Vendor Payments - Inventory/Parts	10,000	10,000	20,000
Bank charges	172	172	343
Vendor Payments - G&A	65,431	44,395	109,826
RBC Credit Cards	24,314	10,000	34,314
Corporate Traveller (Hotel Invs)	20,000	20,000	40,000
Employee Expenses	36,471	26,387	62,858
Restructuring Professionals	219,278	210,000	429,278
Operating Disbursements	1,475,982	385,726	1,861,708
Net Cash Flow	(216,267)	(151,012)	(367,279)
Opening Cash	495,868	279,601	495,868
Ending Cash	279,601	128,589	128,589
Opening DIP	-	1,351,664	-
Add: DIP Advances	1,000,000	-	1,000,000
Add: Exit Fee	350,000	-	350,000
Add: DIP Interest	1,664	3,884	5,548
Less: DIP Interest Paid	-	-	-
Less: DIP Repayments	-	-	-
Ending DIP	1,351,664	1,355,548	1,355,548

7.3 The Proposed Monitor notes the following with respect to the Cash Flow Forecast:

- (a) receipts include forecast collections from existing accounts receivable as at March 17, 2025;
- (b) immediate interim financing of approximately \$1 million will be needed to meet payroll obligations on March 19, 2025;

- (c) rent in the week ended March 21, 2025 includes post-filing rent for the pro-rata period of March 19 to March 31 for locations where Synaptive has not paid March 2025 rent;
- (d) payroll includes ordinary wages, benefits and taxes for remaining employees (including certain employees returning from temporary law off) and unpaid wages (excluding any bonuses) owed to returning employees for the week ended March 7, 2025 prior to the temporary layoff; and
- (e) remaining disbursements primarily includes regular general and administrative costs associated with operations.

7.4 The Proposed Monitor has reviewed the Cash Flow Forecast to the standard required of a Court-appointed monitor by section 23(1)(b) of the CCAA. Section 23(1)(b) requires a monitor to review the debtor's cash flow statement as to its reasonableness and to file a report with the Court on the monitor's findings. Pursuant to this standard, the Proposed Monitor's review of the Cash Flow Forecast consisted of inquiries, analytical procedures and discussions related to information supplied to it by certain key members of management. The Proposed Monitor reviewed information provided by management for the Cash Flow Assumptions. Since the Cash Flow Assumptions need not be supported, the Proposed Monitor's procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Cash Flow Forecast.

7.5 Based on the Proposed Monitor's review, nothing has come to its attention that causes it to believe that, in all material respects:

- (a) the Cash Flow Assumptions are not consistent with the purpose of the Cash Flow Forecast;
- (b) as at the date of this Report, the Cash Flow Assumptions are not suitably supported and consistent with the plans of the Applicant or do not provide a reasonable basis for the Cash Flow Forecast, given the Cash Flow Assumptions; or
- (c) the Cash Flow Forecast does not reflect the Cash Flow Assumptions.

7.6 The Cash Flow Forecast has been prepared solely for the purpose and subject to the assumptions described above, and readers are cautioned that it may not be appropriate for other purposes. The Cash Flow Forecast is subject to material change based on sales activity, the Applicant's restructuring efforts, and circumstances arising from the commencement of the CCAA Proceedings.

8.0 INTERIM FINANCING

8.1 Prior to instituting these CCAA proceedings, the Applicant entered into discussions with EDC, in order to obtain the interim financing required for these restructuring proceedings and to support its ongoing operations.

8.2 The Cash Flow Forecast indicates that interim financing is needed on an urgent basis during the Initial Stay Period to fund and stabilize operations and preserve the Applicant's businesses while it pursues the SISF. To avoid an abrupt shutdown of Synaptive's business, EDC, as interim lender (in that capacity, the "**DIP Lender**") has advised that it is prepared to provide Synaptive with an interim financing facility to provide Synaptive with adequate funding to operate during the Initial Stay Period and, if the Court subsequently approves the SISF, to operate during the implementation of the SISF, all on the terms set out below.

- 8.3 Based on the Cash Flow Forecast prepared by the Applicant, \$1 million will be required during the Initial Stay Period and, additionally approximately \$6 million will be required over the following 13-week period.
- 8.4 The interim financing facility extended by the DIP Lender provides for a \$ 7 million credit facility (the “**DIP Financing Facility**”), which is expected to meet the needs of the Applicant during an eventual extended stay period until the week ending on June 20, 2025. In substance, the DIP Financing Facility provides for the following conditions:
- (a) A non-revolving multiple draw credit facility up to a maximum principal amount of \$7 million. Upon the granting of the Initial Order by the Court and the approval by the Court of the DIP Financing Facility, and until the issuance of an Amended and Restated Initial Order, \$1 million will be immediately available to be drawn on the DIP Financing Facility. Additional draws will be available to the Applicant thereafter as required by the Cash Flow Forecast and in compliance with the DIP Term Sheet appended to the First Momsen Affidavit.
 - (b) The Applicant must provide weekly reporting to the DIP Lender on their performance as compared to the DIP Budget appended to the DIP Term Sheet and must submit updated weekly cash flow forecasts acceptable to the DIP Lender.
 - (c) The DIP Financing Facility is intended to be secured by a charge (the “**DIP Lender’s Charge**”) over all assets and undertakings of the Applicant, ranking in priority to the existing security, subject only to the Administration Charge.
 - (d) The DIP Financing Facility is subject to an annual interest rate of 15% and an exit fee of \$350,000.

- (e) Advances under the DIP Financing Facility are conditional on, among other things:
 - (i) the granting of an Amended and Restated Initial Order extending the stay of proceedings and increasing the DIP Lender's Charge, all in form and substance acceptable to the DIP Lender, and (ii) the granting of an order approving the SISP (described below) in form and substance acceptable to the DIP Lender, both no later than 5:00 pm. (Toronto time) on March 26, 2025;
- (f) The maturity date of the DIP Financing Facility will occur on the earliest of (i) the occurrence of an Event of Default (as defined under the DIP Term Sheet), (ii) the closing of one or more sale transaction for all or substantially all of the assets of the Applicant as part of a SISP, (iii) the implementation of a plan of compromise or arrangement in the CCAA Proceedings; (iv) the date on which the stay of proceedings in the CCAA Proceedings expire without being extended or on which the CCAA Proceedings is terminated or dismissed, or (v) June 20, 2025.

8.5 The Proposed Monitor supports approval of the DIP Financing Facility and the granting of the DIP Lender's Charge on the basis that:

- (a) the Applicant is in urgent need of near-term funding and the DIP Lender is the only realistic and practical provider of such interim funding given the urgency and the Applicant's current circumstances;
- (b) the DIP Lender is the Applicant's existing senior secured lender and is prepared to make the funding available to the Applicant to avoid an abrupt shutdown of the Applicant's business and enable the Applicant to pursue an orderly process to maximize value;

- (c) based on the Cash Flow Forecast, the DIP Financing Facility will provide the Applicant with access to sufficient funding to continue their business operations during the Initial Stay Period and, if approved, during the implementation of the SISP; and
- (d) the proposed Initial Order provides that the DIP Lender's Charge will not secure any obligation that exists before the Initial Order is made.

9.0 COURT-ORDERED CHARGES SOUGHT IN THE INITIAL ORDER

- 9.1 The proposed Initial Order also seeks the granting of the Administration Charge and the Directors' Charge (collectively with the DIP Lender's Charge, the "**Charges**") over the Property of the Applicant.
- 9.2 The proposed Initial Order contemplates that the Charges will rank in priority to all other Encumbrances (as defined in the Initial Order) of any secured creditor of the Applicant that received notice of the CCAA application, provided that the Charges will have the following priority in relation to each other:
 - (a) the Administration Charge will rank in priority to the DIP Lenders' Charge;
 - (b) the DIP Lender's Charge will rank subordinate to the Administration Charge; and
 - (c) the Directors' Charge will rank subordinate to the Administration Charge, and the DIP Lender's Charge.
- 9.3 At the Comeback Hearing, the Applicant may seek priority of the Charges ahead of any Encumbrance over which the Charges may not have obtained priority pursuant to the Initial Order.

Administration Charge

- 9.4 The Initial Order provides for a charge over the Applicant's Property in an amount not to exceed \$250,000 in favour of the Monitor, counsel to the Monitor, and counsel to the Applicant (the "**Administration Charge**"). At the Comeback Hearing, the Applicant intends to seek an increase of the Administration Charge to \$500,000.
- 9.5 The Proposed Monitor assisted the Applicant in the calculation of the Administration Charge and is of the view that the quantum of the Administration Charge for the Initial Stay Period is reasonable and appropriate in the circumstances in light of the extensive scope of work required during such period and the size of administration charges approved in similar CCAA proceedings.

Directors' Charge

- 9.6 The proposed Initial Order provides that the Applicant shall indemnify their directors and officers (the "**Directors and Officers**") against obligations and liabilities that they may incur as Directors and Officers of the Applicant after commencement of the CCAA Proceedings, except to the extent that the obligation or liability was incurred as a result of an officer's or director's gross negligence or wilful misconduct. The proposed Initial Order provides for a charge over the Applicant's Property in the amount of \$1.1 million in favour of the Applicant's Directors and Officers as security for that indemnity.
- 9.7 The Proposed Monitor understands that the Applicant maintains director's and officer's liability insurance (the "**D&O Insurance**") that is applicable to Synaptive's Directors and Officers. The current D&O Insurance includes an aggregate amount of \$18 million in

coverage. However, this coverage is subject to certain retention amounts, deductibles, exclusions, or some combination of the foregoing, all of which create a degree of uncertainty. Synaptive's D&O Insurance policy expires on March 31, 2025 and while Synaptive is in discussions with its insurance provider to renew and/or replace this coverage, no such renewal/replacement has happened to date.

- 9.8 The Proposed Monitor assisted the Applicant in the calculation of the initial amount of the Directors' Charge, taking into consideration the quantum of the Applicant's employee-related obligations (including salary, wages and vacation pay) and federal and provincial sales tax liabilities during the Initial Stay Period.
- 9.9 The Proposed Monitor is of the view that the quantum of the Directors' Charge is reasonable and appropriate in the circumstances having regard to the size and nature of the Applicant's business operations.

10.0 PAYMENTS DURING THE CCAA PROCEEDINGS

- 10.1 During the course of the CCAA Proceedings, the Applicant intends to make payments for goods and services supplied post-filing in the ordinary course as set out in the Cash Flow Forecast and as permitted by the proposed Initial Order.
- 10.2 To ensure uninterrupted business operations, the Applicant is seeking in the proposed Initial Order to be authorized, but not required, to pay certain pre-filing amounts owing to the Applicant's employees, key participants in its distribution network and to other critical suppliers, including logistics or supply chain providers. The proposed Initial Order

provides that such payments would only be made to the extent included in the Cash Flow Forecast or otherwise approved by the Monitor and the DIP Lender.

10.3 The Proposed Monitor is of the view that an authorization for the Applicant to pay pre-filing amounts to critical third parties as contemplated under the Cash Flow Forecast or otherwise approved by the Monitor and the DIP Lender is appropriate in the circumstances to ensure that the Applicant can operate without disruption and maximize the value of their business and assets.

10.4 Given the Applicant's liquidity and funding constraints, the Monitor expects that the circumstances in which the Applicant will be in a position to pay pre-filing arrears will be very limited.

11.0 PROPOSED SALE AND INVESTOR SOLICITATION PROCESS

11.1 In order to maximize the value of its assets for all stakeholders and in view of maintaining its business and operations, the Applicant intends to pursue a SISP to be run by the Monitor under the supervision of the Court as part of these CCAA proceedings. The Applicant intends to seek approval of the SISP at the Comeback Hearing scheduled on March 26, 2025.

11.2 The purpose of the SISP is to solicit interest in, and opportunities for, (i) a sale of the Applicant's property and assets, and/or (ii) an investment, restructuring, recapitalization, refinancing, or other form of reorganization transaction in respect of the Applicant.

11.3 The SISP, if approved by the Court, is to be conducted by the Monitor in accordance with the terms and conditions of the SISP procedures to be appended to a SISP Approval Order

(the “**SISP Procedures**”), which are summarized herein, but are attached as Exhibit “S” of the First Momsen Affidavit. A copy of the SISP Procedures has been served on the Service List and will form part of the documentation to be provided to all interested parties at the beginning of the SISP. It will also, as other relevant materials, be posted on the Monitor’s website.

SISP Procedures

- 11.4 Capitalized terms not otherwise defined in this section are defined in the SISP Procedures.
- 11.5 The SISP will be carried out by the Monitor, upon approval of the SISP Approval Order by the Court and in consultation with the Applicant and the DIP Lender, in accordance with the terms of the SISP.
- 11.6 As set out in the SISP Procedures, the Applicant’s business, property, assets, and undertakings are to be marketed pursuant to the SISP.
- 11.7 The SISP contemplates a two-phase bidding process, which will take place over a total period of 79 days, starting as soon as March 26, 2025, as detailed below and subject to any extensions and modifications that may occur in accordance with the SISP Procedures.

Timeline

- 11.8 The timeline of the SISP is as follows and is the result of negotiations and consultation between the Synaptive, the Monitor and the DIP Lender, with a view of implementing an efficient process, while providing a realistic timeline susceptible to generating broad interest.

Milestone	Deadline
<i>Phase I</i>	
Commencement of SISP	March 26, 2025
Deadline to publish notice of SISP, deliver Teaser Letter and NDA to Known Potential Bidders, and set up electronic data room	March 28, 2025
Deadline for delivery of Secured Creditor Participation Notices and Insider Participation Notices (“Participation Notice Deadline”)	April 11, 2025
Deadline for submission of Phase I LOIs (the “Phase I LOI Deadline”)	No later than 5:00 p.m. (Toronto time) on April 30, 2025
Determination of Qualified Bidders for Phase II (the “Qualification Deadline”)	No later than 5:00 p.m. (Toronto time) on May 2, 2025
<i>Phase II</i>	
Deadline for submission of Phase II Bids (the “Phase II Bid Deadline”)	No later than 5:00 p.m. (Toronto time) on May 16, 2025
Determination of Selected Bidders (the “Selected Bidder Deadline”)	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 Auction (if any) (“Successful Bidder / Auction Notice Deadline”)	No later than 5:00 p.m. (Toronto time) on May 23, 2025
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 “ Outside Date ”)	June 20, 2025
---	---------------

Phase I

- 11.9 The Monitor, with the assistance of Synaptive and in consultation with the DIP Lender, (i) will populate a list of strategic and financial parties who may potentially be interested in acquiring or making an investment in the Applicant’s business, assets and/or shares; and (ii) is currently in the process of finalizing the various documents required to implement and conduct the SISP.
- 11.10 The SISP contemplates a process whereby, as soon as practicable after the issuance of an order approving the SISP and no later than March 28, 2025, Known Potential Bidders will be contacted and provided with the Teaser Letter. Known Potential Bidders or any other Potential Bidders who enter into an NDA will be provided access to a confidential virtual data room containing due diligence materials and information relating to the Applicant, and its property and business.
- 11.11 Secured creditors of the Applicant, including the DIP Lender, may participate as Bidders in the SISP (including through the provision of credit bids), provided that if any secured creditor elects to do so, it must provide the Monitor with notice of its intention to participate in the SISP by no later than April 11, 2025. In the event that a secured creditor issues such a notice to the Monitor, it will no longer be entitled to receive any consent, consultation or information rights such secured creditor may have otherwise benefitted from under the SISP Procedures. Similarly, any officer, director, or employee of, or other non-arms’ length party in relation to, the Applicant may also participate as Bidders in the SISP, provided that they provide the Monitor with notice of their intention to do so no later than April 11,

2025. If such a notice is delivered, those involved in such a Bid will be subject to restrictions similar to those imposed on secured creditor Bidders.

- 11.12 Potential Bidders who wish to submit a non-binding letter of interest (a “**Phase 1 LOI**”) will have up to April 30, 2025 at 5 p.m. (Toronto time), to submit a Phase 1 LOI. In other words, a period of just less than one month is provided to such parties to conduct due diligence and prepare the submission of a Phase 1 LOI.
- 11.13 A Phase 1 LOI must comply with the conditions set forth in the SISP Procedures (notably at paragraph 18), including the payment of a cash deposit representing either 5% of the proposed purchase price of a Sale Proposal or 5% of the imputed value of an Investment Proposal. Such conditions may be waived by the Monitor in consultation with the Applicant and with the consent of the DIP Lender.
- 11.14 Following the Phase I LOI Deadline, the Monitor, in consultation with the Applicant and the DIP Lender, shall determine by May 2, 2025, which Phase 1 LOIs are selected to continue to Phase II of the SISP.
- 11.15 Only Qualified Bidders that have submitted a Qualified Bid shall be permitted to proceed to Phase II of the SISP. The “Qualified Bidder” and “Qualified Bid” criteria are set out in paragraphs 22 and 23 of the SISP Procedures.
- 11.16 In the event that there are no Qualified Bidders after the Phase I LOI Deadline, the SISP may be extended or terminated by the Monitor, in consultation with the Applicant and with the consent of the DIP Lender.

Phase II

11.17 Phase II of the SISP will begin immediately following the selection of Qualified Bidders and at the latest on May 2, 2025. Qualified Bidders will have until May 16, 2025 at 5:00 p.m. (Toronto time) to submit a binding proposal (a “**Phase II Bid**”).

11.18 As set out in the SISP Procedures, a Phase II Bid must meet the qualifications set out paragraph 27 of the SISP which include, among other things, the following conditions:

- (a) a signed definitive transaction document which shall be open for acceptance until either the selection of a Successful Bid (and Back-up Bid, if applicable) or if selected as a Successful Bid or Back-up Bid, until the closing of a transaction contemplated thereunder;
- (b) written evidence of a firm, irrevocable commitment for financing or other evidence that a Qualified Bidder has the financial ability to consummate the Phase II Bid; and
- (c) payment to the Monitor of a cash deposit which (in combination with the deposit provided in Phase I) equals either 10% of the proposed purchase price of a Sale Proposal or 10% of the imputed value of an Investment Proposal.

11.19 The Monitor, in consultation with the Applicant and the DIP Lender, will review and evaluate any such Phase II Bids submitted by the Phase II Bid Deadline and will identify the highest or otherwise best bid, in accordance with the criteria set out in the SISP Procedures. The Monitor may also select one or more Successful Bids and conduct an Auction under the terms of the SISP Procedures.

11.20 Following the selection of the Successful Bidder(s) (and, if applicable, any Back-Up Bidder(s)), the Approval Motion(s) shall be heard by the Court no later than June 13, 2025 (subject to Court availability), with a view to closing such transaction(s) on or before June 20, 2025.

Monitor's views on the SISP

11.21 The Proposed Monitor's view on the SISP is that, considering the Cash Flow Forecast and the DIP Financing Facility available to the Applicant, the SISP is well structured and will provide for an appropriate canvassing of sale, restructuring and recapitalization options for the benefit of the Applicant and its stakeholders generally.

11.22 We have been advised by the Applicant that in 2024, it engaged Royal Bank of Canada, as investment banker to market Synaptive's business to potential investors. As a result, the Applicant has well-developed diligence materials that are ready to be uploaded to the data room and many Potential Bidders are up to speed on the Applicant's business. Accordingly, we are of the view that the SISP provides sufficient notice of the opportunity to Potential Bidders. The two-phase approach to the SISP further provides Potential Bidders with additional time to finalize their due diligence, and provides the Monitor with adequate time to market the opportunity and engage with parties while respecting the Applicant's liquidity constraints.

11.23 In addition, the SISP ensures that there are sufficient restrictions around the ability for the DIP Lender, other secured creditors and insiders to participate in the SISP, which ensures fairness in the working out of the process. The SISP also provides the Monitor with

sufficient flexibility to make reasonable and appropriate adjustments to the SISP, if required and to seek further direction from the Court, if needed.

- 11.24 Finally, the Proposed Monitor is satisfied that the factors to be considered in declaring a Successful Bidder are reasonable and appropriate in the circumstances.

12.0 CONCLUSIONS AND RECOMMENDATIONS

- 12.1 For the reasons set out in this Report, if the Court is satisfied that the Applicant is a company to which the CCAA applies, the Proposed Monitor is of the view that the relief requested by the Applicant in the proposed Initial Order is reasonable, appropriate and necessary having regard to the current financial and operational circumstances of the Synaptive Group. As such, the Proposed Monitor supports the Applicant's application for CCAA protection and respectfully recommends that the Court grant the Initial Order containing the relief requested by the Applicant.

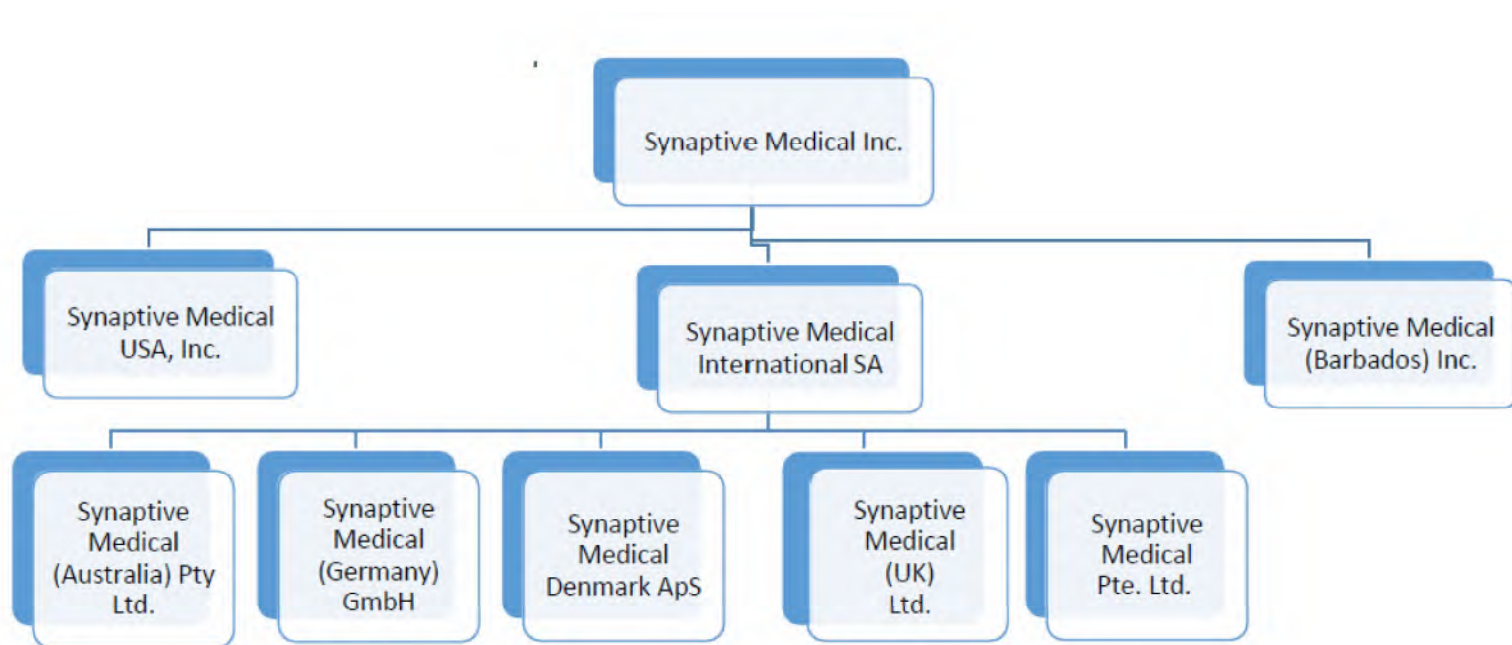
All of which is respectfully submitted to the Court this 18th day of March, 2025.

Richter Inc., solely in its capacity as
proposed monitor of Synaptive
Medical Inc and not in its personal
or corporate capacity



Per: _____
Karen Kimel
Senior Vice-President

APPENDIX "A"
SYNAPTIVE SIMPLIFIED CORPORATE CHART



APPENDIX "B"

CASH FLOW FORECAST

Disclaimer

In preparing this cash flow forecast (the “**Forecast**”), the Company has relied upon unaudited financial information and has not attempted to further verify the accuracy or completeness of such information. The Forecast reflects assumptions including those discussed below with respect to the requirements and impact of a filing in Canada under the Companies’ Creditors Arrangement Act (“**CCAA**”). Since the Forecast is based on assumptions about future events and conditions that are not ascertainable, the actual results achieved will vary from the Forecast, even if the assumptions materialize, and such variations may be material. There is no representation, warranty or other assurance that any of the estimates, forecasts or projections will be realized. The Forecast is presented in thousands of Canadian dollars.

For the Week Ended	21-Mar-25	28-Mar-25	TOTAL
A/R Collections	224,715	224,715	449,429
HST Receivable	25,000	-	25,000
Grant income	10,000	10,000	20,000
DIP Funding	1,000,000	-	1,000,000
Total Receipts	1,259,715	234,715	1,494,429
DISBURSEMENTS			
Payroll	1,015,887	64,773	1,080,659
Rent	84,429	-	84,429
Vendor Payments - Inventory/Parts	10,000	10,000	20,000
Bank charges	172	172	343
Vendor Payments - G&A	65,431	44,395	109,826
RBC Credit Cards	24,314	10,000	34,314
Corporate Traveller (Hotel Invs)	20,000	20,000	40,000
Employee Expenses	36,471	26,387	62,858
Restructuring Professionals	219,278	210,000	429,278
Operating Disbursements	1,475,982	385,726	1,861,708
Net Cash Flow	(216,267)	(151,012)	(367,279)
Opening Cash	495,868	279,601	495,868
Ending Cash	279,601	128,589	128,589
Opening DIP	-	1,351,664	-
Add: DIP Advances	1,000,000	-	1,000,000
Add: Exit Fee	350,000	-	350,000
Add: DIP Interest	1,664	3,884	5,548
Less: DIP Interest Paid	-	-	-
Less: DIP Repayments	-	-	-
Ending DIP	1,351,664	1,355,548	1,355,548

Assumptions:

- (a) receipts include forecast collections from existing accounts receivable at March 17, 2025;

- (b) immediate interim financing of approximately \$1 million will be needed to meet payroll obligations on March 19, 2025;
- (c) rent in the week ended March 21, 2025 includes post-filing rent for the pro-rata period March 19 to March 31 for locations where Synaptive has not paid March 2025 rent;
- (d) payroll includes ordinary wages, benefits and taxes for remaining employees (including certain employees returning from temporary law off) and unpaid wages (excluding any bonuses) owed to returning employees for the week ended March 7, 2025 prior to the temporary layoff; and
- (e) remaining disbursements primarily includes regular general and administrative costs associated with operations.

APPENDIX “C”**MANAGEMENT’S REPRESENTATION
LETTER REGARDING CASH FLOW
FORECAST**

See attached.

Richter Inc.
181 Bay Street, Suite #3501
Bay Wellington Tower
Toronto ON M5J 2T3
Email: kkimel@richter.ca

Attention: Ms. Karen Kimel

March 18, 2025

Dear Ms. Kimel:

**Re: Synaptive Medical Inc. (“Synaptive” or the “Applicant”) - CCAA section 10(2)
Prescribed Representations with Respect to Cash Flow Forecast**


In connection with the application by Synaptive for the commencement of proceedings under the *Companies’ Creditors Arrangement Act*, the management of Synaptive have prepared the attached 10-day projected cash flow statement for the period March 17, 2025 to March 27, 2025 (the “**Cash Flow Forecast**”) and the list of assumptions on which the Cash Flow Forecast is based. The purpose of the Cash Flow Forecast is to determine the liquidity requirements of Synaptive during the initial 10-day period of the CCAA proceedings.

Synaptive confirms that the hypothetical assumptions on which the Cash Flow Forecast is based are reasonable and consistent with the purpose described herein, and the probable assumptions are suitably supported and consistent with the plans of Synaptive and provide a reasonable basis for the projections. All such assumptions are disclosed in notes to the Cash Flow Forecast (the “**Notes**”).

Since the projections are based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projections have been prepared solely for the purpose described herein, using the probable and hypothetical assumptions set out in the Notes. Consequently, readers are cautioned that the Cash Flow Forecast may not be appropriate for other purposes.

Yours truly,



Magnus Momsen
Chief Financial Officer
Synaptive Medical Inc.

APPENDIX "B"

UPDATED CASH FLOW FORECAST FOR THE PERIOD ENDING JUNE 20, 2025

Disclaimer

In preparing this cash flow forecast (the “**Updated Cash Flow Forecast**”), the Applicant has relied upon unaudited financial information and has not attempted to further verify the accuracy or completeness of such information. The Updated Cash Flow Forecast reflects assumptions including those discussed below with respect to the requirements and impact of a filing in Canada under the Companies’ Creditors Arrangement Act (“**CCAA**”). Since the Updated Cash Flow Forecast is based on assumptions about future events and conditions that are not ascertainable, the actual results achieved will vary from the Updated Cash Flow Forecast, even if the assumptions materialize, and such variations may be material. There is no representation, warranty or other assurance that any of the estimates, forecasts or projections will be realized. The Updated Cash Flow Forecast is presented in Canadian dollars.

Synaptive Medical Inc. Cash Flow Forecast	Forecast 1	Forecast 2	Forecast 3	Forecast 4	Forecast 5	Forecast 6	Forecast 7	Forecast 8	Forecast 9	Forecast 10	Forecast 11	Forecast 12	Forecast 13	13-Week
For the Week Ended	28-Mar-25	04-Apr-25	11-Apr-25	18-Apr-25	25-Apr-25	02-May-25	09-May-25	16-May-25	23-May-25	30-May-25	06-Jun-25	13-Jun-25	20-Jun-25	TOTAL
A/R Collections	439,234	189,234	189,234	189,234	189,234	189,234	189,234	189,234	189,234	189,234	189,234	189,234	189,234	2,710,039
HST Receivable	-	-	50,000	-	-	-	25,000	-	-	-	-	25,000	-	100,000
Grant income	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	130,000
DIP Funding	-	1,500,000	-	1,000,000	-	1,000,000	-	1,000,000	-	1,000,000	-	500,000	-	6,000,000
Total Receipts	449,234	1,699,234	249,234	1,199,234	199,234	1,199,234	224,234	1,199,234	199,234	1,199,234	199,234	724,234	199,234	8,940,039
DISBURSEMENTS														
Payroll	150,793	679,802	71,694	678,205	-	744,563	71,694	678,205	-	735,205	30,275	757,659	-	4,598,094
Rent	80,248	167,216	-	-	-	167,216	-	-	-	4,802	162,414	-	-	581,895
Vendor Payments - Inventory/Parts	20,000	202,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	332,000
Bank charges	262	640	172	172	172	172	640	172	172	172	640	172	172	3,726
Insurance	-	35,000	-	-	-	35,000	-	-	-	-	35,000	-	-	105,000
Vendor Payments - G&A	159,770	335,725	44,432	44,432	44,432	134,785	43,572	43,572	43,572	43,572	43,572	43,572	43,184	1,068,190
Employee Expenses	130,092	80,847	51,508	80,847	51,508	83,951	51,508	80,847	53,310	83,951	51,508	80,847	51,508	932,232
Restructuring Professionals	218,909	175,000	110,000	90,000	75,000	95,000	75,000	85,000	80,000	80,000	115,000	100,000	100,000	1,398,909
KERPs	-	-	-	-	-	-	-	-	-	515,081	-	-	-	515,081
Operating Disbursements	760,074	1,676,230	287,806	903,656	181,112	1,270,687	252,413	897,795	187,054	1,472,782	448,408	992,249	204,863	9,535,126
Net Cash Flow	(310,840)	23,004	(38,572)	295,578	18,122	(71,453)	(28,179)	301,439	12,180	(273,548)	(249,174)	(268,015)	(5,629)	(595,088)
Opening Cash	649,966	339,126	362,130	323,558	619,136	637,258	565,805	537,626	839,065	851,245	577,697	328,523	60,507	649,966
Ending Cash	339,126	362,130	323,558	619,136	637,258	565,805	537,626	839,065	851,245	577,697	328,523	60,507	54,878	54,878
Opening DIP	1,002,877	1,005,753	2,512,945	2,520,137	3,530,205	3,540,274	4,553,219	4,566,164	5,581,986	5,597,808	6,616,507	6,635,205	7,155,342	1,002,877
Add: DIP Advances	-	1,500,000	-	1,000,000	-	1,000,000	-	1,000,000	-	1,000,000	-	500,000	-	6,000,000
Add: Exit Fee	-	-	-	-	-	-	-	-	-	-	-	-	350,000	350,000
Add: DIP Interest	2,877	7,192	7,192	10,068	10,068	12,945	12,945	15,822	15,822	18,699	18,699	20,137	21,144	173,610
Ending DIP	1,005,753	2,512,945	2,520,137	3,530,205	3,540,274	4,553,219	4,566,164	5,581,986	5,597,808	6,616,507	6,635,205	7,155,342	7,526,486	7,526,486

Assumptions:

- (a) receipts include forecast collections from existing accounts receivable at March 21, 2025;
- (b) DIP financing of approximately \$6 million will be needed to meet Synaptive’s obligations over the Cash Flow Period; and
- (c) remaining disbursements primarily include payroll, general and administrative costs associated with operations and restructuring professional costs including in those costs in connection with the SISP.

APPENDIX "C"
MANAGEMENT'S REPRESENTATION LETTER REGARDING THE UPDATED CASH FLOW
FORECAST FOR THE PERIOD ENDING JUNE 20, 2025

Richter Inc.
181 Bay Street, Suite #3501
Bay Wellington Tower
Toronto ON M5J 2T3
Email: kkimel@richter.ca

Attention: Ms. Karen Kimel

March 24, 2025

Dear Ms. Kimel:

**Re: Synaptive Medical Inc. (“Synaptive” or the “Applicant”) - CCAA section 10(2)
Prescribed Representations with Respect to Updated Cash Flow Forecast**

In connection with the application by Synaptive for, among other things, an amended and restated initial order under the *Companies’ Creditors Arrangement Act*, the management of Synaptive have prepared the attached 13-week projected cash flow statement for the period March 24, 2025 to June 20, 2025 (the “**Updated Cash Flow Forecast**”) and the list of assumptions on which the Updated Cash Flow Forecast is based. The purpose of the Updated Cash Flow Forecast is to determine the liquidity requirements of Synaptive during the CCAA proceedings.

Synaptive confirms that the hypothetical assumptions on which the Updated Cash Flow Forecast is based are reasonable and consistent with the purpose described herein, and the probable assumptions are suitably supported and consistent with the plans of Synaptive and provide a reasonable basis for the projections. All such assumptions are disclosed in notes to the Updated Cash Flow Forecast (the “**Notes**”).

Since the projections are based on assumptions regarding future events, actual results will vary from the information presented, and the variations may be material.

The projections have been prepared solely for the purpose described herein, using the probable and hypothetical assumptions set out in the Notes. Consequently, readers are cautioned that the Updated Cash Flow Forecast may not be appropriate for other purposes.

Yours truly,



Magnus Momsen
Chief Financial Officer
Synaptive Medical Inc.

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

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

Proceeding commenced at Toronto

**FIRST REPORT OF THE
MONITOR**


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

Tushara Weerasooriya LSO#: 51186K
tushara.weerasooriya@mcmillan.ca
Tel: 416.865.7890

Stephen Brown-Okruhlik LSO#: 66576P
stephen.brown-okruhlik@mcmillan.ca
Tel: 416.865.7043

Lawyers for the Monitor

THIS IS EXHIBIT “D” mentioned and
referred to in the affidavit of
LISA MINAROVICH
SWORN before me via video conference
by the affiant in the City of Brampton, in the
Regional Municipality of Peel,
in the City of Toronto, in the Province of Ontario
on this 17th day of September, 2025 in accordance
with O.Reg 431/20.



A COMMISSIONER FOR TAKING AFFIDAVITS

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.**

**SECOND REPORT OF THE MONITOR
RICHTER INC.**

APRIL 22, 2025

TABLE OF CONTENTS

1.0	INTRODUCTION.....	3
2.0	PURPOSE OF THIS REPORT	5
3.0	TERMS OF REFERENCE AND DISCLAIMER	6
4.0	ACTIVITIES OF THE MONITOR SINCE THE FILING DATE.....	7
5.0	THE PROPOSED KERP AND KERP CHARGE	11
6.0	CONCLUSIONS AND RECOMMENDATIONS.....	14

1.0 INTRODUCTION

1.1 On March 19, 2025 (the “**Filing Date**”), Synaptive Medical Inc. (“**Synaptive**” or the “**Applicant**”) was granted protection under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to an initial order (the “**Initial Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”). The proceedings commenced by the Applicant under the CCAA are referred to herein as the “**CCAA Proceedings**”.

1.2 The Initial Order granted by the Court on March 19, 2025, among other things:

- (a) appointed Richter Inc. (“**Richter**”) as monitor in these CCAA Proceedings (in such capacity, the “**Monitor**”);
- (b) granted a stay of proceedings in favour of the Applicant and its directors and officers up to and including March 26, 2025 (the “**Stay Period**”);
- (c) authorized Synaptive to borrow from its senior secured lender, Export Development Canada (“**EDC**”), under a credit facility provided by EDC (in such capacity, the “**DIP Lender**”), for the purposes of financing the Applicant’s working capital requirements and other general corporate purposes throughout these CCAA Proceedings, with borrowings under such credit facility not to exceed \$1 million unless permitted by further Order of the Court, and granted the DIP Lender a priority charge over the Applicant’s Property (the “**DIP Lender’s Charge**”); and
- (d) granted an Administration Charge and a Directors’ Charge (each as defined in the Initial Order) over the Property, in the following order of priority:
 - (i) the Administration Charge in the maximum amount of \$250,000;

- (ii) the DIP Lender's Charge; and
- (iii) the Directors' Charge in the maximum amount of \$1.1 million.

1.3 On March 26, 2025, the Court issued the amended and restated Initial Order (the "**ARIO**") which, among other things:

- (i) extended the Stay Period up to and including June 20, 2025;
- (ii) approved the DIP Term Sheet between the Applicant and the DIP Lender, authorizing the Applicant to borrow up to the maximum amount of \$7,000,000 available thereunder, and granted the DIP Lender's Charge as security for advances under the credit facility governed by the DIP Term Sheet; and
- (iii) increased the quantum of the Administration Charge to \$500,000.

1.4 Also on March 26, 2025, the Court issued a SISP Approval Order (the "**SISP Approval Order**") which, among other things, authorized the Applicant to conduct a sale and investment solicitation process ("**SISP**"), to be run by the Monitor, to identify a restructuring, sale or reorganization transaction in respect of the property and/or business of the Applicant (a "**Transaction**") in accordance with the procedures, terms and conditions attached thereto (the "**SISP Procedures**").

1.5 As set out more fully in the affidavit of Magnus Momsen sworn March 18, 2025 (the "**First Momsen Affidavit**") filed in support of the application for the Initial Order, (i) the Applicant is a privately held Canadian medical device company that provides neurosurgery solutions from pre-operative planning and diagnosis to surgical intervention and post-

operative care and (ii) CCAA protection was necessary given an impending liquidity crisis caused by, among other things, an inability of the Applicant to pay operating expenses including significant payroll requirements and other obligations as they became due.

- 1.6 Richter filed a pre-filing report dated March 18, 2025 (the “**Pre-Filing Report**”) with the Court prior to the commencement of the CCAA Proceedings. The Monitor filed its first report dated March 24, 2025 (the “**First Report**” and together with the Pre-Filing Report, the “**Previous Reports**”) in connection with the Applicant’s motion for approval of the ARIO and SISP Approval Order. The Previous Reports are available on the Monitor’s case website at: <https://www.richter.ca/insolvencycase/synaptive-medical-inc/> (the “**Case Website**”).

2.0 PURPOSE OF THIS REPORT

- 2.1 The purpose of this report (the “**Second Report**”) is to (i) provide the Court with an update on certain developments in the CCAA Proceedings since the date of the First Report, and (ii) support the Applicant’s motion returnable April 25, 2025 seeking an order (the “**KERP Approval Order**”), which among other things,
- (a) approves the proposed key employee retention plan (the “**Proposed KERP**”);
 - (b) grants a fourth-ranking charge (the “**KERP Charge**”) over the Property in favour of the Participating Employees (as defined below); and
 - (c) seals Exhibit “D” of the Affidavit of Magnus Momsen sworn on April 17, 2025 in support of the Proposed KERP (the “**Second Momsen Affidavit**” and together with the First Momsen Affidavit, the “**Momsen Affidavits**”), which contains

commercially sensitive and personal information regarding the beneficiaries of the Proposed KERP.

3.0 TERMS OF REFERENCE AND DISCLAIMER

3.1 In preparing this Second Report, Richter, in its capacity as the Monitor, has been provided with, and has relied upon, unaudited financial information, books and records, and financial information prepared by Synaptive and has held discussions with management of Synaptive and its legal counsel (collectively, the “**Information**”). Except as otherwise described in this Second Report:

- (a) the Monitor has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, the Monitor has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards (“**CAS**”) pursuant to the Chartered Professional Accountants Canada Handbook (the “**CPA Handbook**”) and, accordingly, the Monitor expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
- (b) some of the information referred to in this Second Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the CPA Handbook, has not been performed.

3.2 Future-oriented financial information referred to in this Second Report was prepared based on Synaptive’s estimates and assumptions. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable,

actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.

3.3 This Second Report should be read in conjunction with the Previous Reports and the Momsen Affidavits. Capitalized terms used and not defined in this Second Report have the meanings given to them in the Previous Reports or the Momsen Affidavits, as applicable.

3.4 Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars.

4.0 ACTIVITIES OF THE MONITOR SINCE THE FILING DATE

4.1 Since the First Report, the primary activities of the Monitor have included the following:

- (a) updating the Case Website as necessary, including posting copies of the Previous Reports, the Initial Order, the ARIIO, the SISP Approval Order and Court-filed documents;
- (b) communicating with various stakeholders of the Applicant, including creditors, debenture holders, shareholders, employees, and landlords;
- (c) communicating with terminated employees regarding the Wage Earner Protection Program;
- (d) assisting the Applicant in developing the Proposed KERP and KERP Charge, including considering cash-flow implications and decision-making around appropriate beneficiaries;

- (e) participating in discussions with, and assisting the Applicant in discussions with, stakeholders on matters related to the CCAA Proceedings and responding to requests for information from certain parties;
- (f) advancing the SISP, including:
 - (i) communicating with and providing the Teaser Letter to Potential Bidders;
 - (ii) populating the Data Room;
 - (iii) issuing a notice of the SISP in the Globe and Mail (National Edition) and Canada Newswire;
 - (iv) negotiating and settling non-disclosure agreements with Potential Bidders;
 - (v) facilitating additional information requested by Potential Bidders to further due diligence efforts;
 - (vi) facilitating and attending management presentations with Potential Bidders; and
 - (vii) providing regular updates to the DIP Lender on the SISP.
- (g) monitoring the Applicant's cash receipts and disbursements;
- (h) engaging in discussions with the DIP Lender and its counsel, Fasken Martineau Dumoulin LLP, with respect to liquidity matters, the SISP and other matters related to these CCAA Proceedings;
- (i) completing and coordinating the notice requirements pursuant to the Initial Order, including, among other things:

- (i) arranging for publication of notice of the CCAA Proceedings, in the prescribed form, in The Globe and Mail (National Edition) on March 25, 2025 and April 1, 2025;
- (ii) arranging for notice of the CCAA Proceedings, in the prescribed manner, to be emailed or mailed on March 26, 2025 to each known creditor having a claim against the Applicant of more than \$1,000; and
- (j) with the assistance of McMillan LLP, counsel to the Monitor, preparing this Second Report.

4.2 In addition to the above activities, the Monitor has been working with the Applicant to address the below matters:

Medi-Urge

On March 26, 2025, the Monitor received an email from Medi Urge (Private) Limited (“**Medi Urge**”), Synaptive’s distributor in Pakistan, advising that approximately US\$1.1 million was outstanding in connection with a supply of medical equipment made by Synaptive to the Pakistan Institute of Medical Sciences (“**PIMS**”). The Monitor understands that following the issuance of an invoice by Synaptive to PIMS dated July 2, 2024, PIMS made payment in full to Synaptive through a letter of credit which payment included a portion to be paid to Medi Urge for its distribution service. The amount owed to Medi Urge was not, at that time, remitted to Medi Urge and remained outstanding on the Filing Date. The Monitor, and its counsel McMillan LLP, have had numerous communications with Medi Urge in connection with this matter.

United States Health Benefits

On April 2, 2025, Synaptive received notice from its US employee benefits provider, Aetna Inc. (“**Aetna**”), informing Synaptive of the impending termination of its benefits plan as a result of over-due payments for the period from January to March 2024. The benefits plan covers Synaptive’s US-based employees, who are employed through Synaptive’s subsidiary, Synaptive Medical USA, Inc. (“**Synaptive USA**”). Synaptive USA is not a part of these CCAA Proceedings and as such does not benefit from the stay provided by the ARIO.

Synaptive, in consultation with the Monitor and the DIP Lender, has worked out a payment plan with Aetna in order to ensure continued benefits coverage for Synaptive USA’s employees during these CCAA Proceedings. Given the ongoing employee retention challenges facing Synaptive, the Monitor is of the view that maintaining benefits coverage for Synaptive USA’s employees is a key measure in mitigating further attrition.

Pacer

On April 15, 2025, the Monitor received notice from Alexander Holburn LLC, counsel to Pacer Air Freight Ltd. (“**Pacer**”), advising that Pacer is in possession of, and providing warehouse services for, approximately 35 skids of goods including MRI units and other medical equipment (the “**April 15 Email**”). Pacer is claiming accrued debt of approximately \$1.1 million in respect of which they claim a general contractual lien against the goods in storage.

Counsel for Pacer has further advised that on April 11, 2025, Pacer received an urgent request from Synaptive to retrieve a radio frequency amplifier (“**RF AMP**”) from one of the MRI units that Pacer is storing with the other Goods.

Pacer has agreed to make the RF AMP available to Synaptive subject to various conditions set out in its April 15 Email.

Insider Notices

Pursuant to paragraph 10 of the SISP Order, the deadline for delivery of Insider Notices was April 11, 2025. Two of the Insider Notices, confirming that certain board members would not be participating in the SISP, were delivered after the April 11, 2025 deadline. Accordingly, the Monitor recommends retroactively extending the deadline to April 25, 2025 to ensure those notices are in compliance with the SISP. Pursuant to paragraph 11 of the SISP Procedures, the Monitor, in consultation with the Applicant and the prior written consent of the DIP Lender, has agreed to extend the deadline for providing Insider Notices to April 25, 2025.

5.0 THE PROPOSED KERP AND KERP CHARGE

- 5.1 The Applicant, in consultation with the Monitor, has developed the Proposed KERP to facilitate and encourage the continued participation of certain senior management and key employees of Synaptive who are required to guide the business through these CCAA Proceedings and preserve value for stakeholders (each, a “**Participating Employee**”).
- 5.2 The 43 Participating Employees either possess specialized expertise with respect to the business that would be difficult to replace or are otherwise critical for a successful SISP.
- 5.3 Below is a summary of the key components of the Proposed KERP:
 - (a) Maximum amount: US\$130,378.66 and CAD\$315,451.10.

- (b) Timing of payment: Payments will be made as a single lump sum payment to each Participating Employee, payable on May 30, 2025.
- (c) Conditions for Payment: Each Participating Employee will only be eligible to receive a KERP Payment if such employee continues his or her active employment with Synaptive (or applicable affiliate of Synaptive) until May 30, 2025.
- (d) Security: Synaptive's obligations to Participating Employees under the Proposed KERP are to be secured by a court-ordered charge over Synaptive's Property up to a maximum amount of CAD\$500,000, which charge will be subordinate to the Administration Charge, the DIP Lender's Charge and the Director's Charge.

5.4 Based on its review of the Proposed KERP, the proposed list of Participating Employees and discussions with the Applicant in respect of same, the Monitor supports the granting of the proposed KERP Approval Order for the following reasons:

- (a) The nature of Synaptive's business requires a workforce comprised of highly specialized and technically skilled professionals who possess product-specific knowledge. The proposed list of Participating Employees fulfill critical functions for Synaptive, including key members of management, MRI scientists, optical scientists, software architects, magnet and gradient scientists and clinical application scientists.
- (b) In the Monitor's view, the loss of any of the Participating Employees during the CCAA Proceedings would be disruptive and potentially value destructive as replacing any of the Participating Employees would be difficult, time-consuming and expensive. Moreover, the Monitor understands that Synaptive's workforce is already leanly staffed due to recent terminations.

- (c) Considering that Synaptive has limited tools available to retain the Participating Employees, the Proposed KERP provides a targeted and cost-effective means of preserving the going-concern value of Synaptive during the CCAA Proceedings.

- 5.5 Accordingly, the Monitor believes that the Proposed KERP is necessary and will provide appropriate incentives for the Participating Employees to remain in their current positions, primarily for the purpose of assisting the Applicant through the SISP and CCAA Proceedings generally. Further, based on discussions with the Applicant and its experience in prior matters, the Monitor believes that the amounts contemplated under the Proposed KERP are reasonable and appropriately compensate the Participating Employees for their assistance in the restructuring process.
- 5.6 Exhibit “D” to the Second Momsen Affidavit contains a table listing the Participating Employees, their current annual salaries, and their total additional compensation contemplated under the Proposed KERP (the “**Confidential KERP Exhibit**”). As the Confidential KERP Exhibit contains commercially sensitive and personal information related to the Participating Employees, including their names and salaries, the proposed KERP Approval Order includes a provision sealing the Confidential KERP Exhibit such that it not form part of the public court record pending further order of the court.
- 5.7 The Monitor believes the proposed sealing of the Confidential KERP Exhibit is appropriate as the information must necessarily be disclosed to the Court, for purposes of obtaining approval of the Proposed KERP, which is vital to the efforts to maximize value for all stakeholders. The Confidential KERP Exhibit contains personal and commercially

sensitive information, for which disclosure to the public at large would serve no significant public interest.

6.0 CONCLUSIONS AND RECOMMENDATIONS

- 6.1 For the reasons set out in this Second Report, the Monitor respectfully recommends that the Court grant the proposed KERP Approval Order.

All of which is respectfully submitted to the Court this 22nd day of April, 2025.

Richter Inc., solely in its capacity as
Monitor of Synaptive Medical Inc.
and not in its personal or corporate
capacity



Per: _____
Karen Kimel
Senior Vice-President

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

**SECOND REPORT OF THE
MONITOR**

McMillan LLP

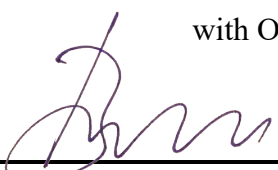
Brookfield Place
Suite 4400, 181 Bay Street
Toronto ON M5J 2T3

Tushara Weerasooriya LSO#: 51186K
tushara.weerasooriya@mcmillan.ca
Tel: 416.865.7890

Stephen Brown-Okruhlik LSO#: 66576P
stephen.brown-okruhlik@mcmillan.ca
Tel: 416.865.7043

Lawyers for the Monitor

THIS IS EXHIBIT “E” mentioned and
referred to in the affidavit of
LISA MINAROVICH
SWORN before me via video conference
by the affiant in the City of Brampton, in the
Regional Municipality of Peel,
in the City of Toronto, in the Province of Ontario
on this 17th day of September, 2025 in accordance
with O.Reg 431/20.



A COMMISSIONER FOR TAKING AFFIDAVITS

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	FRIDAY, THE 25th
)	
JUSTICE OSBORNE	)	DAY OF APRIL, 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**”)

KERP 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 KERP (as defined below) and related relief, was heard this day by judicial videoconference via Zoom.

ON READING the affidavit of Magnus Momsen sworn April 17, 2025 and the exhibits thereto (the “**Momsen Affidavit**”), the Second Report of Richter, in its capacity as the Court-appointed monitor of the Applicant (in such capacity, the “**Monitor**”) dated April 22, 2025, 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 Charles Kanani sworn April 21 and 22, 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 Amended and Restated Initial Order of this Court dated March 26, 2025 (the “**ARIO**”).

KEY EMPLOYEE RETENTION PLAN

3. **THIS COURT ORDERS** that the Key Employee Retention Plan (the “**KERP**”), as described in the Momsen Affidavit and attached as Exhibit “D” thereto (the “**Confidential KERP Exhibit**”), is hereby approved and the Applicant is authorized to make payments contemplated thereunder in accordance with the terms and conditions of the KERP and the DIP Term Sheet.

4. **THIS COURT ORDERS** that the key employees referred to in the KERP (the “**Key Employees**”) shall be entitled to the benefit of and are hereby granted a charge on the Property of the Applicant (the “**KERP Charge**”), which charge shall not exceed the aggregate amount of \$500,000, to secure any payments to the Key Employees under the KERP. The KERP Charge shall have the priority set out in paragraph **Error! Reference source not found.** herein.

5. **THIS COURT ORDERS** that paragraph 42 of the ARIO shall be, and is hereby, supplemented and amended as follows:

THIS COURT ORDERS that the priorities of the Directors' Charge, the Administration Charge, the DIP Lender's Charge and the KERP 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;

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

Fourth – KERP Charge (to the maximum amount of \$500,000).

SEALING

6. **THIS COURT ORDERS** that the Confidential KERP Exhibit shall be and is hereby sealed, kept confidential, and shall not form part of the public record, pending further order of this Court.

GENERAL

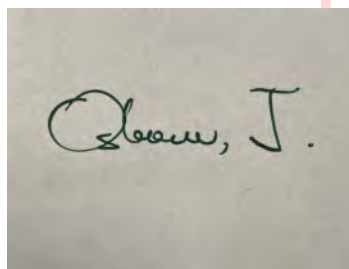
7. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

8. **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.

9. **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.

10. **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. The signature appears to be "Osborne, J." written in a cursive, slightly slanted script.

Digitally signed
by Osborne J.

Date:

2025.04.25

12:12:59 -04'00'

**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

KERP APPROVAL ORDER

Torys LLP

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

Adam Slavens (LSO#: 54433J)

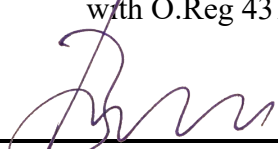
416.865.7333 | aslavens@torys.com

Mike Noel (LSO#: 80130F)

416.865.7378 | mnoel@torys.com

Lawyers for Synaptive Medical Inc.

THIS IS EXHIBIT “F” mentioned and
referred to in the affidavit of
LISA MINAROVICH
SWORN before me via video conference
by the affiant in the City of Brampton, in the
Regional Municipality of Peel,
in the City of Toronto, in the Province of Ontario
on this 17th day of September, 2025 in accordance
with O.Reg 431/20.



A COMMISSIONER FOR TAKING AFFIDAVITS

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.**

Applicant

**MOTION RECORD
(Motion for Approval and Reverse Vesting Order
and Stay Extension and Termination Order,
returnable June 18, 2025)**

June 12, 2025

Torys LLP

79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, ON M5K 1N2

Adam Slavens (LSO#: 54433J)416.865.7333 | aslavens@torys.com**Mike Noel** (LSO#: 80130F)416.865.7378 | mnoel@torys.com

Lawyers for Synaptive Medical Inc.

TO: THE SERVICE LIST

- 2 -

TABLE OF CONTENTS

Tab	Description
1	Notice of Motion dated June 12, 2025
2	Affidavit of Magnus Momsen sworn June 12, 2025
	Exhibit “A” – Subscription Agreement between Synaptive and 1001253954 Ontario Inc. dated June 12, 2025
	Exhibit “B” – Affidavit of Magnus Momsen sworn March 18, 2025 (Without Exhibits)
	Exhibit “C” – Amended and Restated Initial Order dated March 26, 2025
	Exhibit “D” – SISP Order dated March 26, 2025
3	Draft Approval and Reverse Vesting Order
4	Draft Stay Extension and Termination Order

TAB 1

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.**

Applicant

**NOTICE OF MOTION
(Motion for Approval and Reverse Vesting Order and
Stay Extension and Termination Order,
returnable June 18, 2025)**

Synaptive Medical Inc. (“**Synaptive**”) will make a motion to Justice Dietrich of the Commercial List on Wednesday, June 18, 2025, at 11:30 a.m. (EST) for one hour via Zoom judicial videoconference. Zoom particulars will be provided by the Court in advance of the hearing.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

- (a) An order (the “**Approval and Reverse Vesting Order**”), under the *Companies’ Creditors Arrangement Act*, RSC 1985, c. C-36, as amended (the “**CCAA**”), that, among other things:
 - (i) approves the subscription agreement between Synaptive and 1001253954 Ontario Inc. (the “**Purchaser**”) dated June 12, 2025 (the “**Subscription Agreement**”) and the transaction contemplated therein (collectively, the “**Transaction**”);

- (ii) transfers and vests all of Synaptive's right, title and interest in and to the Excluded Assets,¹ the Excluded Contracts, the Excluded Liabilities and the Subsidiary Equity in and to ResidualCo (as defined below);
- (iii) authorizes and directs Synaptive to issue, and vests all right, title and interest in and to, the Subscribed Shares to the Purchaser free and clear of all Encumbrances;
- (iv) authorizes and directs Synaptive to file the Articles of Reorganization, and cancels and terminates, without consideration, all Existing Equity of Synaptive other than the Subscribed Shares;
- (v) authorizes and directs Synaptive to issue the Rollover Notes to the proposed holders thereof listed in Schedule "J" of the Subscription Agreement;
- (vi) releases and discharges all Claims and Encumbrances from the Retained Assets;
- (vii) grants certain protections in favour of Richter Inc. ("**Richter**"), in its capacity as the monitor of Synaptive (in such capacity, the "**Monitor**");
- (viii) upon the delivery by the Monitor of a certificate substantially in the form appended to the Approval and Reverse Vesting Order, causes Synaptive to cease being an applicant in this CCAA proceeding;
- (ix) adds a corporation to be incorporated ("**ResidualCo**") in advance of the hearing for this motion as an applicant to this CCAA proceeding;

¹ Capitalized terms used in this Notice of Motion that are not otherwise defined have the meanings given to them in the Subscription Agreement.

- (x) authorizes an individual to be determined to act as the first director of ResidualCo, and orders that he or she will not incur any liability associated with being the first director of ResidualCo, save and except for gross negligence or wilful misconduct; and
- (xi) grants releases in favour of:
 - (A) Synaptive and its current and former directors, officers, employees, consultants, legal counsel and advisors;
 - (B) the consultants, legal counsel and advisors of ResidualCo;
 - (C) the director of ResidualCo;
 - (D) Richter, in its personal capacity and in its capacity as the Monitor, and its legal counsel and their respective current directors, officers, partners, employees, consultants and advisors;
 - (E) the Purchaser and its current and former directors, officers, partners, employees, consultants, legal counsel and advisors; and
 - (F) Export Development Canada, in its capacity as the DIP Lender (as defined below), and its legal counsel and their respective current and former directors, officers, partners, employees, consultants and advisors,

(collectively, the “**Released Parties**”)
- (b) An order (the “**Stay Extension and Termination Order**”), that, among other things:

- (i) extends the Stay Period (as defined below) in favour of Synaptive and its directors and officers (“**D&Os**”) from June 20, 2025 to September 30, 2025;
 - (ii) 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 (the “**Third Report**”, and collectively with the foregoing, the “**Reports**”), to be filed in connection with this motion;
 - (iii) orders that Synaptive meets the criteria prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222;
 - (iv) 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**”);
 - (v) approves the fees and disbursements of the Monitor and its legal counsel, including estimated costs to be incurred, through to the CCAA Termination Time;
 - (vi) releases the Monitor, its counsel and their representatives for any actions up to and including the CCAA Termination Time;
 - (vii) terminates the Court-ordered charges approved in this CCAA proceeding effective as at the CCAA Termination Time; and
 - (viii) authorizes ResidualCo to assign itself into bankruptcy.
- (c) Such further and other relief as this Court may deem just.

THE GROUNDS FOR THIS MOTION ARE:

- (d) On March 19, 2025, Synaptive was granted protection under the CCAA pursuant to an initial order of this Court that, among other things, implemented a stay of proceedings in favour of Synaptive and their D&Os 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.
- (e) On March 26, 2025, following the comeback hearing, this Court granted an amended and restated initial order (the “**ARIO**”) 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.
- (f) That same day, this Court 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.
- (g) On April 25, 2025, this Court granted an order that, among other things, approved a key employee retention plan (the “**KERP**”) in favour of the key employees referred to therein and granted a charge in favour of those employees to secure any payments to those employees under the KERP.
- (h) The SISP has now concluded, and the Subscription Agreement was the Successful Bid (as defined in the SISP). Synaptive now seeks the proposed Approval and

Reverse Vesting Order which would, among other things, approve and implement the Transaction described in the Subscription Agreement. Synaptive also seeks the Stay Extension and Termination Order to bring this CCAA proceeding to an orderly conclusion.

Conduct of the SISP²

- (i) The SISP solicited interest in and opportunities for: (i) one or more sales or partial sales of all or substantially all, or certain portions of, Synaptive's business and assets; and/or (ii) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of Synaptive or its business.
- (j) The Monitor conducted the SISP in accordance with its terms and in consultation with, among others, Synaptive and the DIP Lender.
- (k) On May 27, 2025, the Phase II Bid Deadline, the only acceptable Phase II Bid that the Monitor received under the SISP was the Purchaser's Phase II Bid. Accordingly, the Monitor declared the Purchaser's Phase II Bid to be the Successful Bid on June 2, 2025. Following that time, the Monitor and Synaptive commenced discussions with, and provided comments to, the Purchaser in respect of its form of agreement and, on June 12, 2025, Synaptive and the Purchaser entered into the Subscription Agreement.

² Capitalized terms used in this section that are not otherwise defined have the meanings given to them in the SISP.

Approval of the Subscription Agreement

- (l) The key terms of the Subscription Agreement involve the Purchaser acquiring 100% of the issued and outstanding shares of Synaptive through a reverse vesting order structure. This structure will be effected through the following key steps, among others:
 - (i) Synaptive will issue the Subscribed Shares to the Purchaser, being newly-issued common shares in the capital of Synaptive, and all Equity Interests other than the Subscribed Shares, will be cancelled for no consideration; and
 - (ii) all Excluded Liabilities, Excluded Assets and Excluded Contracts will be transferred from Synaptive to ResidualCo.
- (m) The Purchase Price to be paid by the Purchaser for the Subscribed Shares is comprised of the aggregate of:
 - (i) cash in an amount equal to the United States dollar equivalent of C\$9,610,000, being an amount contemplated under the CCAA Charges (the “**Cash Consideration**”);
 - (ii) cash in a minimum amount equal to US\$22,500,000 and a maximum amount up to US\$50,000,000, in each case less the Cash Consideration, to be injected into Synaptive for working capital purposes.
- (n) The Subscription Agreement also provides that Synaptive shall issue the following new promissory notes:

- (i) the Senior Rollover Note, which shall be issued to Export Development Canada in satisfaction of all amounts outstanding under the senior-ranking Espresso Facility, which Senior Rollover Note shall provide for the issuance of certain warrants exercisable for common shares of Synaptive in favour of Export Development Canada and the other terms outlined in Schedule “J” of the Subscription Agreement; and
 - (ii) the Junior Rollover Notes, which shall be issued to holders of the second-ranking EDC Convertible Notes in satisfaction of all amounts outstanding under such notes (allocated as between the Junior Rollover Notes *pari passu* as to the amount outstanding under each holder’s EDC Convertible Note) in accordance with the terms outlined in Schedule “J” of the Subscription Agreement.
- (o) The Subscription Agreement requires the Purchaser to make offers of continued employment to at least 90% of the aggregate number of employees of Synaptive and its subsidiaries.
- (p) Synaptive’s business is the development and sale of cutting-edge neurosurgical and imaging products—medical devices and platforms—which requires a large number of regulatory approvals. Those approvals include, among other things, various licenses and regulatory clearances to sell Synaptive’s products in many jurisdictions, including Canada, the United States and the European Union.
- (q) Additionally, Synaptive’s business relies on its portfolio of intellectual property, including: (i) over 1,275 patent applications in a number of key jurisdictions, including Canada, the U.S., Europe, China and Japan; (ii) 839 patents, with over

330 patents in the U.S. alone; and (iii) 43 licensed patents, 37 of which have been granted.

- (r) There may also be certain favourable tax attributes in Synaptive, including operating losses, that would be lost in an asset purchase structure.
- (s) Accordingly, the Subscription Agreement was structured as a reverse vesting transaction because, among other reasons, that structure will permit Synaptive to maintain these licenses, clearances and intellectual property. The reverse vesting structure may also permit the maintenance of these tax attributes.
- (t) The reverse vesting structure will not result in any material prejudice to any of Synaptive's creditors as compared to an equivalent asset purchase structure.

Releases

- (u) The released claims encompass all claims against the Released Parties related to, among other things, this CCAA proceeding, the Subscription Agreement and the Transaction, excluding claims not permitted to be released under section 5.1(2) of the CCAA, claims for fraud or wilful misconduct.
- (v) These releases aim to provide certainty and finality for the Released Parties. Synaptive considers these releases suitable due to the significant contributions of the Released Parties in this CCAA proceeding and the Transaction, enabling Synaptive to continue as a going concern.

Stay Period Extension

- (w) Synaptive is seeking to extend the Stay Period from June 20, 2025, up to and including September 30, 2025. This extension is necessary and appropriate in the

circumstances to provide Synaptive with necessary time to close the Transaction and for ResidualCo to complete the winding down of its outstanding liabilities.

- (x) The proposed extension of the Stay Period will not materially prejudice any of Synaptive's stakeholders. The Monitor supports the requested extension of the Stay Period.
- (y) Synaptive has been and will continue to act in good faith and with due diligence.

Approval of the Fees of the Monitor and its Counsel

- (z) Synaptive seeks approval of the fees and disbursements of the Monitor and its legal counsel incurred in connection with this CCAA proceeding.
- (aa) The Monitor and its legal counsel have played a critical and necessary role in advancing Synaptive's restructuring efforts, including the efforts leading to the Subscription Agreement, which, if approved by this Court, will allow Synaptive to continue its business as a going concern.
- (bb) The Monitor and its legal counsel will include fee affidavits providing a detailed summary of their fees and disbursements incurred during this CCAA proceeding in the Monitor's Second Report.

Termination of this CCAA Proceeding and Bankruptcy of ResidualCo

- (cc) Now that the SISP is complete and the path to close the Transaction is clear, Synaptive seeks the Stay Extension and Termination Order to effectively and efficiently conclude this CCAA proceeding.
- (dd) The proposed Stay Extension and Termination Order provides that this CCAA proceeding and the Stay Period will be terminated upon the Monitor's service of

the Termination Certificate (as defined in the Stay Extension and Termination Order) on the service list in this CCAA proceeding. The Termination Certificate contemplates the Monitor certifying that, to the best of its knowledge and belief, all matters to be attended to in connection with this CCAA proceeding have been completed.

- (ee) At that time, Richter will be released and discharged as the Monitor and each of the charges set out in the ARIO (as amended by the Approval and Reverse Vesting Order) will be terminated, released and discharged.
- (ff) Given the Transaction will not provide sufficient proceeds to satisfy the Excluded Liabilities following closing, Synaptive does not intend to implement a process for the identification and resolution of claims with respect to the Excluded Assets, Excluded Contracts, and Excluded Liabilities in this CCAA proceeding or to file a plan of compromise or arrangement.
- (gg) To facilitate an orderly and efficient wind-up of ResidualCo's estate, the proposed Stay Extension and Termination Order authorizes ResidualCo to make an assignment in bankruptcy under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, prior to termination of this CCAA proceeding.

General

- (hh) The provisions of the CCAA, including sections 11 and 36, and the inherent and equitable jurisdiction of this Court;

- (ii) Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended, and section 106 and 137 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended.
- (jj) Such further and other grounds as the lawyers may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- (r) the affidavit of Magnus Momsen sworn June 12, 2025, to be filed;
- (s) the Third Report of the Monitor, to be filed; and
- (t) such further and other evidence as the lawyers may advise and this Court may permit.

June 12, 2025

Torys LLP

79 Wellington St. W., 30th Floor
Box 270, TD South Tower
Toronto, ON M5K 1N2

Adam Slavens (LSO#: 54433J)

Tel: 416.865.7333 | aslavens@torys.com

Mike Noel (LSO#: 80130F)

Tel: 416.865.7378 | mnoel@torys.com

Lawyers for Synaptive Medical Inc.,
Synaptive

TO: SERVICE LIST

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.

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

NOTICE OF MOTION
(Motion for Approval and Reverse Vesting Order
and Stay Extension and Termination Order,
returnable June 18, 2025)

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

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

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

Lawyers for Synaptive Medical Inc.

TAB 2

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 PLAN OF COMPROMISE OR ARRANGEMENT OF
SYNAPTIVE MEDICAL INC.**

Applicant

**AFFIDAVIT OF MAGNUS MOMSEN
(Sworn June 12, 2025)**

I, Magnus Momsen, of the City of San Jose, in the State of California, in the Country of the United States of America, MAKE OATH AND SAY:

1. I am the Chief Financial Officer of Synaptive Medical Inc. ("**Synaptive**"), the applicant in this proceeding. I have been the Chief Financial Officer since I joined the company in January 2022. Before that time, I spent 11 years with Varian Medical Systems, the world's leading supplier of radiation therapy equipment, software and accessories for cancer treatment. Prior to that, I spent 13 years with PricewaterhouseCoopers LLP in its life science and venture capital group. I received my Bachelor of Arts in Economics from the University of California and a Masters in Accounting from San Jose State University. I am also a California licensed Certified Public Accountant.
2. In my capacity as the Chief Financial Officer, I am familiar with the day-to-day operations, business affairs and books and records of Synaptive and the other entities in Synaptive's corporate group. I therefore have personal knowledge of the matters contained in this affidavit. 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.
3. Capitalized terms used in this affidavit that are not defined have the meanings given to them in the subscription agreement between Synaptive and 1001253954 Ontario Inc. (the "**Purchaser**") dated June 12, 2025 (the "**Subscription Agreement**"), a copy of which is attached

as **Exhibit “A”**. The affidavit that I previously swore on March 18, 2025, in support of Synaptive’s initial CCAA application is also attached (without its exhibits) as **Exhibit “B”**.

4. For ease of reference, this Affidavit is organized as follows:

TABLE OF CONTENTS

	Page
I. OVERVIEW	1
II. HISTORY OF SYNAPTIVE’S CCAA PROCEEDING	3
III. CONDUCT OF THE SISP	4
A. SISP Overview	4
B. Solicitation Of Interest	6
IV. THE APPROVAL AND REVERSE VESTING ORDER.....	7
A. Key Terms of the Transaction	7
B. Reverse Vesting Order Structure.....	10
C. Releases	12
V. THE STAY EXTENSION AND TERMINATION ORDER	13
A. Stay Period Extension.....	13
B. Approval of the Monitor’s Fees and Activities	13
C. Termination of this CCAA Proceeding and Bankruptcy of ResidualCo.....	14
VI. CONCLUSION	15

I. OVERVIEW

5. This Affidavit is sworn in support of a motion before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for:

- (a) an order (the “**Approval and Reverse Vesting Order**”) in the form of the draft order included at Tab 3 of Synaptive’s motion record that, among other things:
 - (i) approves the Subscription Agreement and the transaction contemplated therein (collectively, the “**Transaction**”);
 - (ii) transfers and vests all of Synaptive’s right, title and interest in and to the Excluded Assets, the Excluded Contracts, the Excluded Liabilities and the Subsidiary Equity in and to ResidualCo (as defined below);
 - (iii) authorizes and directs Synaptive to issue, and vests all right, title and interest in and to, the Subscribed Shares to the Purchaser free and clear of all Encumbrances;
 - (iv) authorizes and directs Synaptive to file the Articles of Reorganization, and cancels and terminates, without consideration, all Existing Equity of Synaptive other than the Subscribed Shares;
 - (v) authorizes and directs Synaptive to issue the Rollover Notes to the proposed holders thereof listed in Schedule “J” of the Subscription Agreement;
 - (vi) releases and discharges all Claims and Encumbrances (other than Permitted Encumbrances) from the Retained Assets;
 - (vii) grants certain protections in favour of Richter Inc. (“**Richter**”), in its capacity as the monitor of Synaptive (in such capacity, the “**Monitor**”);
 - (viii) upon the delivery by the Monitor of a certificate substantially in the form appended to the Approval and Reverse Vesting Order, deems Synaptive to cease being an applicant in this proceeding under the *Companies’ Creditors Arrangement Act* (“**CCAA**”);

- (ix) adds a corporation to be incorporated (“**ResidualCo**”) in advance of the hearing of this motion as an applicant to this CCAA proceeding;
- (x) authorizes an individual to be determined to act as the first director of ResidualCo (the “**First Director**”), and orders that he or she will not incur any liability associated with being the first director of ResidualCo, save and except for gross negligence or wilful misconduct; and
- (xi) grants releases in favour of:
 - (A) Synaptive and its current and former directors, officers, employees and financial and legal advisors;
 - (B) the director of ResidualCo and its legal counsel;
 - (C) Richter, in its personal capacity and in its capacity as the Monitor, and its legal counsel and their respective current and former directors, officers, partners, employees and advisors;
 - (D) the Purchaser and its present directors, officers, employees and financial and legal advisors; and
 - (E) Export Development Canada, in its capacity as the DIP Lender (as defined below), and its current and former directors, officers, partners, employees and financial and legal advisors,

(collectively, the “**Released Parties**”).
- (b) An order (the “**Stay Extension and Termination Order**”) in the form of the draft order included at Tab 4 of Synaptive’s motion record that, among other things:
 - (i) extends the Stay Period (as defined below) in favour of Synaptive and its directors and officers (“**D&Os**”) from June 20, 2025 to September 30, 2025;
 - (ii) 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 (the “**Third Report**”, and collectively with the foregoing, the “**Reports**”), to be filed in connection with this motion;

- (iii) 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**”);
- (iv) approves the fees and disbursements of the Monitor and its legal counsel, including estimated costs to be incurred, through to the CCAA Termination Time;
- (v) releases the Monitor, its counsel and their representatives for any actions up to and including the CCAA Termination Time;
- (vi) terminates the Court-ordered charges approved in this CCAA proceeding effective as at the CCAA Termination Time; and
- (vii) authorizes ResidualCo to assign itself into bankruptcy.

II. HISTORY OF SYNAPTIVE’S CCAA PROCEEDING

6. Synaptive is a Canadian-grown, Toronto-based medical device company focused on developing cutting-edge neurosurgical and imaging products that provide a complete neurosurgery solution—from pre-operative imaging, planning and diagnosis to surgical interventions and post-operative care. Critically, Synaptive’s technology saves the lives of brain and spine surgery, cancer and stroke patients, leads to better outcomes and, ultimately, improves the qualities of life of patients following these significant medical events.

7. However, Synaptive ran into a liquidity crisis by March 2025. Its R&D- and intellectual property-heavy cost structure was not supported by its sales, leading to a significant drain on its cash position. The recent market uncertainty caused by trade tensions and the threat of tariffs caused those challenges to boil over.

8. On March 19, 2025, this Court granted an initial order under the CCAA that, among other things, provided Synaptive a customary stay of proceedings until the comeback hearing on 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.

9. On March 26, 2025, this Court granted an amended and restated initial order (the “**ARIO**”) 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. A copy of the ARIO is attached as **Exhibit “C”**.

10. That same day, this Court also granted an order (the “**SISP Order**”) that, among other things, approved a sale and investment solicitation process (the “**SISP**”) in respect of Synaptive, its business and/or its assets. A copy of the SISP Order is attached as **Exhibit “D”**.

11. On April 25, 2025, this Court granted an order that, among other things, approved a key employee retention plan (the “**KERP**”) in favour of the key employees referred to therein and granted a charge in favour of those employees to secure any payments to those employees under the KERP.

12. The SISP has now concluded, and the Monitor declared the Subscription Agreement to be the Successful Bid (as defined in the SISP). In this motion, Synaptive seeks this Court’s approval of the Subscription Agreement through the Approval and Reverse Vesting Order, along with the Stay Extension and Termination Order to bring an orderly conclusion to this proceeding.

III. CONDUCT OF THE SISP¹

A. SISP Overview

13. The Monitor conducted the SISP in accordance with its terms and in consultation with, among others, Synaptive and the DIP Lender. The SISP was designed to build off Synaptive’s extensive investment marketing efforts since 2023 (the “**Pre-Filing Process**”). I am advised by

¹ Capitalized terms used in this section that are not otherwise defined have the meanings given to them in the SISP.

the Monitor that it contacted 116 parties who were previously contacted during the Pre-Filing Process, along with an additional 112 parties.

14. The SISP included the milestones, among others, reproduced in the following table. As indicated in the table, some of these milestones were modified by the Monitor, as permitted under the SISP, to incorporate feedback received from bidders. I understand that the Monitor intends to describe its decision to modify these milestones in greater detail in the Third Report.

SISP Process	Original Deadline	Modified Deadline
SISP Approval Order	March 26, 2025	-
Deadline to publish notice of SISP, deliver Teaser Letter and NDA to Known Potential Bidders, and set up electronic data room	March 29, 2025	-
Phase I LOI Deadline	April 30, 2025	May 7, 2025
Phase II Bid Deadline	May 16, 2025	May 27, 2025
Selected Bidder Deadline	May 20, 2025	June 2, 2025
Successful Bidder / Auction Notice Deadline	May 23, 2025	June 2, 2025
Auction Date, if necessary	May 27, 2025	-
Hearing of the Sale Approval Motion	June 13, 2025, subject to court availability	June 18, 2025
Outside Date for Closing of Successful Bid(s)	June 20, 2025	-

15. The SISP solicited interest in and opportunities for: (i) one or more sales or partial sales of all or substantially all, or certain portions of, Synaptive's business and assets; and/or (ii) an investment in, restructuring, recapitalization, refinancing or other form of reorganization of Synaptive or its business. Accordingly, the SISP provided bidders the latitude to pursue both asset and share transactions (including by implementing a reverse vesting order structure) or a recapitalization of Synaptive.

B. Solicitation Of Interest

16. In accordance with the SISP, the Monitor, in consultation with Synaptive and the DIP Lender:

- (a) prepared a list of Known Potential Bidders, which included, among others, parties who participated or were contacted during the Pre-Filing Process;
- (b) prepared a process summary (the “**Teaser Letter**”) describing the opportunity, outlining the process under the SISP and inviting recipients of the Teaser Letter to participate in the SISP;
- (c) prepared a form of NDA; and
- (d) prepared an electronic data room in connection with the SISP.

17. I am advised that the Monitor will prepare a detailed report on the SISP in the Third Report. By way of summary, I am advised by the Monitor that:

- (a) the SISP commenced on March 26, 2025;
- (b) the Monitor leveraged team members from its transaction advisory team, who have experience implementing sale and investment solicitation processes in insolvency proceedings;
- (c) the Monitor distributed the Teaser Letter describing the opportunity to acquire, or invest in, Synaptive to approximately 228 parties via email;
- (d) the Monitor caused an advertisement to be published in *The Globe and Mail (National Edition)* and the Canada Newswire on March 29, 2025, both providing notice of the CCAA filing and inviting prospective bidders to participate in the SISP;
- (e) 24 parties executed NDAs and were provided access to the virtual data room, which contained confidential information about Synaptive and its business and operations;

- (f) six parties submitted Phase I LOIs by the Phase I LOI Deadline, three of which the Monitor designated as a Qualified Bidder; and
- (g) one party submitted an acceptable Phase II Bid by the Phase II Bid Deadline, being the Purchaser, which the Monitor designated as the Successful Bidder on June 2, 2025.

18. Following receipt of the Successful Bid from the Purchaser, the Monitor, Synaptive and the DIP Lender commenced discussions with, and provided comments to, the Purchaser in respect of its proposed transaction. Following discussions and negotiations with the Purchaser, on June 12, 2025, Synaptive and the Purchaser entered into the Subscription Agreement.

IV. THE APPROVAL AND REVERSE VESTING ORDER²

A. Key Terms of the Transaction

19. As noted, the Subscription Agreement is attached to this affidavit as Exhibit “A”. The key terms of the Subscription Agreement are summarized in the following table:

Term	Details
Seller/Issuer	Synaptive Medical Inc.
Purchaser	1001253954 Ontario Inc.
Transaction Structure	<p>Pursuant to the Approval and Reverse Vesting Order and the Subscription Agreement, as applicable:</p> <ol style="list-style-type: none"> 1. the Excluded Assets, Excluded Liabilities, Excluded Contracts and Subsidiary Equity shall be transferred to ResidualCo; 2. Synaptive will issue the Subscribed Shares to the Purchaser free and clear of all Encumbrances; 3. all Equity Interests of Synaptive (other than the Subscribed Shares) will be cancelled for no consideration; and 4. as a result of the foregoing, the Purchaser will be the sole owner of 100% of the issued and outstanding shares in the equity of Synaptive.

² Capitalized terms used in this section that are not otherwise defined have the meanings given to them in the Subscription Agreement.

Term	Details
Purchase Price	<p>The aggregate of:</p> <ol style="list-style-type: none"> 1. cash in an amount equal to the United States dollar equivalent of C\$9,610,000, being an amount contemplated under the CCAA Charges (the “Cash Consideration”); and 2. cash 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.
Rollover Notes	<p>Synaptive shall issue the following new promissory notes:</p> <ol style="list-style-type: none"> 1. the Senior Rollover Note, which shall be issued to Export Development Canada in satisfaction of all amounts outstanding under the senior-ranking Espresso Facility, which Senior Rollover Note shall provide for the issuance of certain warrants exercisable for common shares of Synaptive in favour of Export Development Canada and the other terms outlined in Schedule “J” of the Subscription Agreement; and 2. the Junior Rollover Notes, which shall be issued to holders of the second-ranking EDC Convertible Notes in satisfaction of all amounts outstanding under such notes (allocated as between the Junior Rollover Notes <i>pari passu</i> as to the amount outstanding under each holder’s EDC Convertible Note) in accordance with the terms outlined in Schedule “J” of the Subscription Agreement.
Assumed Liabilities	<ul style="list-style-type: none"> • The Liabilities specifically and expressly designated by the Purchaser as assumed Liabilities in Schedule “A” of the Subscription Agreement; and • Liabilities that relate to the Business under 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 Closing (which includes Liabilities in respect of the Continuing Employees except as otherwise set out in the Subscription Agreement).
Employees	<p>The Purchaser shall, or shall cause a subsidiary to, make offers of employment in writing to the Subsidiary Employees (i.e., employees of Synaptive’s Subsidiaries) such that the number of Company Employees (i.e., employees of Synaptive) plus the number of Subsidiary Employees who receive offers of employment equals, in the aggregate, <u>at least 90%</u> of the aggregate number of Employees as of the date of the Subscription Agreement.</p>

Term	Details
	<p>Notwithstanding any other provision of the Subscription Agreement, the Purchaser has no obligation to offer employment to any particular Subsidiary Employee.</p> <p>All liabilities owing to any Terminated Employees as a result of, or in respect of, their termination shall be deemed to be Excluded Liabilities.</p>
As Is, Where is	The Subscribed Shares will be issued to the Purchaser on an “as is, where is” basis, subject to representations and warranties contained in the Subscription Agreement.
Key Conditions to Closing	<ul style="list-style-type: none"> • the Purchaser raising equity financing from its investors in an aggregate amount equal to at least US\$22,500,000; • this Court granting the Approval and Reverse Vesting Order; and • customary closing deliverables (e.g., bring-down certificates, no breach, no Material Adverse Effect, etc.).
Closing Date	<p>Target Closing Date: June 20, 2025</p> <p>Outside Date: June 25, 2025</p>

20. Based on my discussions with the Monitor and Synaptive’s counsel and having regard for the Applicant’s liquidity constraints in this CCAA proceeding, the Subscription Agreement represents the best possible outcome for Synaptive, its creditors and other stakeholders in the circumstances. Additionally, I believe the SISP timelines, as modified by the Monitor, were all reasonable in light of Synaptive’s liquidity constraints. I am advised by the Monitor that it also believes the timelines and terms of the SISP were reasonable in the circumstances.

21. The benefits of the Transaction include, among other things:

- (a) the continued development and manufacturing of Synaptive’s key product lines, including the next-generation Modus X robotic digital microscope, Modus Plan brain imaging platform and Modus Nav surgery planning and tracking platform, each of which greatly benefits patients undergoing, among other procedures, neurosurgery and cancer treatment;

- (b) offers of continued employment for at least 90% of the current employees of Synaptive and its subsidiaries;
- (c) distributions to Synaptive's senior- and second-ranking creditors (i.e., Export Development Canada on account of the Espresso Facility and holders of EDC Convertible Notes, respectively) through Synaptive's issuance of the Senior Rollover Notes and the Junior Rollover Notes;
- (d) the continuation of Synaptive's business as a going concern;
- (e) the continuation of certain ordinary course relationships among Synaptive; and
- (f) the assumption of certain liabilities.

B. Reverse Vesting Order Structure

22. The Transaction employs a "reverse vesting" share transaction structure whereby, among other things:

- (a) Synaptive will issue the Subscribed Shares to the Purchaser, being newly-issued common shares in the capital of Synaptive, and all Equity Interests, other than the Subscribed Shares, will be cancelled for no consideration; and
- (b) all Excluded Liabilities, Excluded Assets, Excluded Contracts and Subsidiary Equity will be transferred from Synaptive to ResidualCo and, as a result, Synaptive will retain its Retained Assets, including its Retained Contracts, free and clear of all Claims, Liabilities and Encumbrances, other than Permitted Encumbrances.

As a result of the foregoing, the Purchaser will become the sole shareholder of Synaptive, thereby acquiring Synaptive's business on a "free and clear" basis, subject to Permitted Encumbrances.

23. In order to implement the cancellation of the Existing Equity described above, the Approval and Reverse Vesting Order will authorize Synaptive to file Articles of Reorganization with the applicable corporate registrar. The Articles of Reorganization will change the conditions in respect of Synaptive's authorized and issued share capital immediately prior to completion of the Transaction to provide for a redemption right in favour of Synaptive that would result in holders

of Existing Equity ceasing to hold their Existing Equity on the Closing Time and receiving nil consideration.

24. Importantly, a reverse vesting structure was chosen for the Transaction because, among other reasons, Synaptive develops and sells medical devices in a highly regulated environment. Synaptive holds various licenses and regulatory clearances to sell its products in various jurisdictions, including Canada, the United States and the European Union. Additionally, Synaptive's business relies on its portfolio of intellectual property, including: (i) over 1,275 patent applications in a number of key jurisdictions, including Canada, the U.S., Europe, China and Japan; (ii) 839 patents, with over 330 patents in the U.S. alone; and (iii) 43 licensed patents, 37 of which have been granted.

25. These licenses, regulatory clearances and intellectual property registrations would be expected to take a considerable amount of time to transfer to a new entity if an asset purchase structure were employed instead of a reverse vesting structure. Many, if not most, of those transfers would require services from foreign professionals, given the international nature of the underlying registrations and clearances. Those transfers would involve considerable time, effort, cost and risk. Synaptive does not have sufficient cash to continue its operations and fund these activities for the extended amount of time that these transfers would likely take, nor is the DIP Lender willing to provide additional funding for those purposes.

26. Additionally, I understand based on my discussions with the Monitor that there may be certain tax attributes in Synaptive that may be preserved in a reverse vesting structure, including operating losses. Those attributes would be lost in an asset purchase structure, thereby destroying potential value for the Purchaser.

27. Based on discussions with counsel and the Monitor, I am not aware of any reason why completing the Transaction under a reverse vesting structure will materially prejudice or impair any of Synaptive's creditors' rights that they would otherwise have under an asset sale transaction or under any other available alternative structure. The Subscription Agreement maintains the rights that creditors would otherwise have in an asset sale transaction. While a variety of liabilities will be vested out into ResidualCo in the Transaction's structure, I understand that effectively the same

result would have occurred had the transaction been implemented using an asset transaction structure.

28. Finally, I believe, based on my involvement leading up to commencement of this CCAA proceeding and the SISP that:

- (a) the process leading to the proposed Transaction, which began with the Pre-Filing Process in 2023 and continued until the conclusion of the SISP, was reasonable in the circumstances;
- (b) the Monitor properly conducted the SISP and consulted Synaptive and the DIP Lender throughout, as required and as necessary;
- (c) the Transaction, if approved by this Court, will result in the best outcome in the circumstances for Synaptive and its employees, creditors and other stakeholders, including medical patients who rely on its technology;
- (d) the consideration under the Subscription Agreement is reasonable and fair, taking into account their market value, the recoveries to senior- and second-ranking secured creditors through the Rollover Notes and the broad canvassing of potentially interested parties during the SISP; and
- (e) the Monitor is supportive of the relief sought on this motion.

C. Releases

29. The proposed Approval and Reverse Vesting Order includes releases in favour of the Released Parties.

30. The released claims cover, among other things, any and all present and future claims against the Released Parties based upon, among other things, any fact, matter or occurrence in respect of this CCAA proceeding, the Subscription Agreement, and the completion of the Transaction, as the case may be (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

fraud or wilful misconduct and claims against ResidualCo in respect of the Excluded Liabilities transferred pursuant to the Closing.

31. Synaptive seeks these releases in order to provide certainty and finality for the Released Parties in the most efficient and appropriate manner in the circumstances.

32. Synaptive believes that these releases are appropriate, given the significant and material contributions that the Released Parties made in this CCAA proceeding and the Transaction. In particular, each of Synaptive's directors, officers and employees made significant contributions to Synaptive's restructuring efforts, including providing substantial time, energy and expertise. These contributions were instrumental in advancing the transactions contemplated by the restructuring process, which, in Synaptive's view, justify the inclusion of these releases.

33. I understand from my discussions with the Monitor that it believes the releases are an essential component of the Transaction.

V. THE STAY EXTENSION AND TERMINATION ORDER

A. Stay Period Extension

34. Synaptive seeks to extend the Stay Period from June 20, 2025, up to and including September 30, 2025. This extension is necessary and appropriate in the circumstances to provide Synaptive with the time necessary to close the transaction and for ResidualCo to wind down its outstanding liabilities.

35. Synaptive seeks an extension of the Stay Period at this time to minimize the costs associated with bringing an additional hearing. Extending the Stay Period to September 30, 2025, should provide sufficient time for Synaptive and the Purchaser, with the Monitor's assistance, to close the Transaction and to address any post-closing activities required in this CCAA proceeding. I do not believe that this proposed extension will materially prejudice any stakeholder. I also understand that the Monitor supports extending the Stay Period to September 30, 2025.

B. Approval of the Monitor's Fees and Activities

36. Synaptive seeks approval of the fees and disbursements, along with the activities, of the Monitor and its legal counsel incurred in connection with this CCAA proceeding through to the

CCAA Termination Time. The Monitor and its counsel have played a significant and critical role in Synaptive's restructuring efforts, including in carrying out the SISP that ultimately led to the Transaction.

37. I am advised by counsel that the Monitor and its legal counsel, McMillan LLP, will include fee affidavits that provide a detailed summary of their fees and disbursements (including an estimate of their fees and disbursements through to the CCAA Termination Time), along with further details regarding their activities in this CCAA proceeding to date, in the Third Report.

38. I further note that, pursuant to paragraph 31 of the ARIO, the Monitor, its legal counsel, and Synaptive's legal counsel, Torys LLP, have from time to time been paid their fees and disbursements and their standard rates and charges out of monies in the hands of Synaptive. Torys' fees were reasonably and properly incurred for services that have been critical and necessary in advancing Synaptive's restructuring efforts, including the Subscription Agreement, which, if approved by this Court, will allow Synaptive to continue its business as a going concern.

C. Termination of this CCAA Proceeding and Bankruptcy of ResidualCo

39. Since this Court granted an initial order in this CCAA proceeding on March 19, 2025, Synaptive has acted in good faith and with due diligence to, among other things, stabilize the business, implement the SISP and negotiate the Transaction.

40. Now that the SISP is complete and the path towards closing the Transaction has been laid out, Synaptive seeks the Stay Extension and Termination Order to effectively and efficiently conclude this CCAA proceeding. The proposed Stay Extension and Termination Order provides that this CCAA proceeding and the Stay Period will be terminated upon the Monitor's service of the Termination Certificate (as defined in the Stay Extension and Termination Order) on the service list in this CCAA proceeding certifying that, to the best of the knowledge and belief of the Monitor, all matters to be attended to in connection with this CCAA proceeding have been completed.

41. At that time, Richter will be released and discharged as the Monitor and each of the charges set out in the ARIO (as amended by the Approval and Reverse Vesting Order) will be terminated, released and discharged.

42. Given the Transaction will not provide sufficient proceeds to satisfy the Excluded Liabilities following closing, Synaptive does not intend to implement a process for the identification and resolution of claims with respect to the Excluded Assets, Excluded Contracts, and Excluded Liabilities in this CCAA proceeding or to file a plan of compromise or arrangement.

43. To facilitate an orderly and efficient wind-up of ResidualCo's estate, the proposed Stay Extension and Termination Order authorizes ResidualCo to make an assignment in bankruptcy under the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, prior to termination of this CCAA proceeding. ResidualCo is not expected to have any material assets to be realized for the benefit of its creditors immediately following closing.

44. The proposed Stay Extension and Termination Order authorizes and empowers, but does not obligate, Richter to act as trustee in bankruptcy in respect of ResidualCo. I am advised by the Monitor that the Monitor supports ResidualCo's proposed assignment in bankruptcy and believes that assignment would be in the best interests of ResidualCo and its stakeholders.

VI. CONCLUSION

45. For the reasons set out above, I believe that it is in the best interests of Synaptive and its stakeholders that this Court grant the relief requested on this motion in accordance with the terms of the proposed Approval and Reverse Vesting Order and proposed Stay Extension and Termination Order.

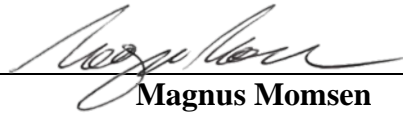
46. I swear this Affidavit in support of the relief sought by Synaptive and for no improper purpose.

SWORN REMOTELY by Magnus Momsen
at the City of San Jose, in the State of
California, in the Country of the United States
of America, before me on June 12, 2025 in
accordance with O.Reg. 431/20,
Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

MIKE NOEL
(LSO#: 80130F)



Magnus Momsen

This is Exhibit “A” referred to in the Affidavit of Magnus Momsen sworn by Magnus Momsen of the City of San Jose, in the State of California, in the Country of the United States of America, before me on June 12, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to read "MIKE NOEL", with a stylized, scribbled appearance.

Commissioner for Taking Affidavits (or as may be)

MIKE NOEL

1001253954 ONTARIO INC.

AS THE PURCHASER

- AND -

SYNAPTIVE MEDICAL INC.

AS THE COMPANY

SUBSCRIPTION AGREEMENT

DATED JUNE 12, 2025

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION.....	2
1.1 Definitions.....	2
1.2 Actions on Non-Business Days.....	12
1.3 Currency and Payment Obligations.....	12
1.4 Calculation of Time.....	12
1.5 Additional Rules of Interpretation.....	12
1.6 Schedules.....	13
ARTICLE 2 SUBSCRIPTION FOR SUBSCRIBED SHARES; ASSUMPTION OF LIABILITIES.....	14
2.1 Deposit	14
2.2 Total Transaction Value	14
2.3 Subscribed Shares	14
2.4 Retained Assets	15
2.5 Administrative Expense Reserve	15
ARTICLE 3 TRANSFER OF EXCLUDED ASSETS, EXCLUDED CONTRACTS AND EXCLUDED LIABILITIES	15
3.1 Transfer of Excluded Assets, Excluded Contracts and Excluded Liabilities to ResidualCo	15
ARTICLE 4 REPRESENTATIONS AND WARRANTIES.....	15
4.1 Representations and Warranties of the Company	15
4.2 Representations and Warranties of the Purchaser	17
4.3 CCPC Status	18
4.4 As is, Where is	18
ARTICLE 5 COVENANTS	19
5.1 Target Closing Date	19
5.2 Motion for Approval and Reverse Vesting Order.....	19
5.3 Interim Period.....	19
5.4 Support Obligations.....	21
5.5 Access During Interim Period.....	22
5.6 Personal Information	22
5.7 Employees	23
5.8 Release by the Purchaser.....	23
5.9 Release by the Company	24
5.10 Issuance of EDC Warrants	24
ARTICLE 6 CLOSING ARRANGEMENTS	24
6.1 Closing	24
6.2 Closing Sequence	25
6.3 The Purchaser's Closing Deliverables	26
6.4 The Company's Closing Deliverables.....	26
6.5 The Company's Closing Sequence Deliverables	26

ARTICLE 7 CONDITIONS OF CLOSING	27
7.1 Mutual Conditions.....	27
7.2 The Purchaser's Conditions	27
7.3 The Company's Conditions.....	28
7.4 Monitor's Certificate	29
ARTICLE 8 TERMINATION.....	30
8.1 Grounds for Termination.....	30
8.2 Effect of Termination	31
ARTICLE 9 GENERAL	32
9.1 Transaction Structure	32
9.2 Survival	32
9.3 Expenses.....	32
9.4 Public Announcements.....	33
9.5 Notices.....	33
9.6 Time of Essence	35
9.7 Further Assurances	35
9.8 Entire Agreement	35
9.9 Waiver and Amendment.....	35
9.10 Severability.....	36
9.11 Remedies Cumulative	36
9.12 Governing Law.....	36
9.13 Dispute Resolution	36
9.14 Attornment	36
9.15 Successors and Assigns.....	36
9.16 Assignment.....	36
9.17 Third Party Beneficiaries	37
9.18 Counterparts	37

Exhibit “A” - Approval and Reverse Vesting Order

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

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).

"CCAA" has the meaning set out in the Recitals.

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

"CCAA 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 “T”, 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

Torlys 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:

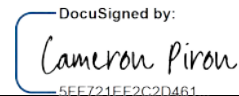
Name:

Title:

I have authority to bind the corporation

SYNAPTIVE MEDICAL INC.

By:

DocuSigned by:

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 PPSA 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 PPSA 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 PPSA 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 PPSA 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 PPSA 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 PPSA 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		
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 Cicel (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 PPSA 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.											
2.	File No. 512809857 PPSA 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.											
	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 PPSA 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:</p> <p>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		

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 PPSA 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 PPSA 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 PPSA 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 PPSA 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				X	X		
	20200918 1454 1530 6612 B RENEWAL Renew 5 year(s)	53	SYNAPTIVE MEDICAL INC.								

Schedule “T” - 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

Senior Rollover Noteholder	Principal Amount
Export Development Canada	\$6,000,000
Total:	\$6,000,000

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

Junior Rollover Noteholder	Principal Amount¹
Export Development Canada	[\$●]
[Debtholder 1]	[\$●]
[Debtholder 2]	[\$●]
Total:	\$14,000,000

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.

¹ 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 “B” referred to in the Affidavit of Magnus Momsen sworn by Magnus Momsen of the City of San Jose, in the State of California, in the Country of the United States of America, before me on June 12, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to read "MIKE NOEL", with a stylized, overlapping script.

Commissioner for Taking Affidavits (or as may be)

MIKE NOEL

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 PLAN OF COMPROMISE OR ARRANGEMENT OF
SYNAPTIVE MEDICAL INC.**

Applicant

**AFFIDAVIT OF MAGNUS MOMSEN
(Sworn March 18, 2025)**

I, Magnus Momsen, of the City of San Jose, in the State of California, in the Country of the United States of America, MAKE OATH AND SAY:

1. I am the Chief Financial Officer of Synaptive Medical Inc. (“**Synaptive**”), the applicant in this proceeding. I have been the Chief Financial Officer since I joined the company in January 2022. Before that time, I spent eleven years with Varian Medical Systems, the world’s leading supplier of radiation therapy equipment, software and accessories for cancer treatment, and, prior to that, I spent 13 years with PricewaterhouseCoopers LLP in its life science and venture capital group. I received my Bachelor of Arts in Economics from the University of California and a Masters in Accounting from San Jose State University. I am also a California licensed Certified Public Accountant.

2. In my capacity as the Chief Financial Officer, I am familiar with the day-to-day operations, business affairs and books and records of Synaptive and the other members of the Synaptive Group (as such term is defined below). I therefore have personal knowledge of the matters contained in this affidavit. 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.

3. All references to currency in this Affidavit are references to United States dollars unless otherwise indicated. For ease of reference, this Affidavit is organized as follows:

TABLE OF CONTENTS

	Page
I. OVERVIEW	1
II. BACKGROUND	4
A. Corporate History	4
B. Corporate Structure	5
III. SYNAPTIVE'S BUSINESS	7
A. Synaptive Develops and Sells Cutting-Edge Medical Devices and Platforms.....	7
B. Customers	10
C. Suppliers	10
D. Cash Management	11
E. Regulatory Oversight.....	11
IV. Assets of the Synaptive Group	12
A. Synaptive	13
V. The Synaptive Group's Indebtedness	14
A. Secured Debt	16
B. Accounts Payable	20
C. Regional Relief Recovery Loan	20
D. Employee Wages	20
E. Taxes.....	20
F. Landlords.....	21
G. Litigation	21
H. PPSA Registrations	21
I. Share Capital	21
VI. Directors and Officers	21
VII. Employees	22
A. Employee Benefits.....	22
VIII. Recent Financial Difficulties and Synaptive's Insolvency.....	23
A. History of Challenges Facing the Synaptive Group	23
B. Responses to Challenges	24
C. Cash Flow Forecast	26
IX. RELIEF SOUGHT.....	26
A. Relief Sought at the Initial Hearing on this Application	26
B. Relief Anticipated to be Sought at the Comeback Hearing.....	31

I. OVERVIEW

4. Synaptive is a Canadian medical technology champion in need of urgent relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”). It is known globally for its technological excellence and its best-in-class patient results. The ongoing trade tensions with the United States, the threat of tariffs, retaliatory tariffs, and newly imposed tariffs have contributed to a liquidity crisis for Synaptive. Along with the continuing support of Export Development Canada, the breathing room and tools provided by the CCAA are needed to navigate this sensitive time and to achieve a restructuring for the benefit of the company and its myriad stakeholders.

5. This Affidavit is sworn in support of an application under the CCAA before the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) for an order (the “**Initial Order**”) in respect of Synaptive. If granted, the Initial Order would, among other things:

- (a) declare that Synaptive is a “debtor company” to which the CCAA applies;
- (b) appoint Richter Inc. (“**Richter**”, or the “**Proposed Monitor**”) to monitor the assets, business, and affairs of Synaptive (if appointed in such capacity, the “**Monitor**”);
- (c) stay, for an initial period of not more than 7 days (the “**Initial Stay Period**”), all proceedings and remedies taken or that might be taken in respect of Synaptive, the Monitor or certain of Synaptive’s directors and/or officers (collectively, the “**Directors and Officers**”), or affecting Synaptive’s business (the “**Business**”) or any of Synaptive’s current and future assets, undertakings, and properties of every nature and kind whatsoever and wherever situate, including all proceeds thereof (collectively, the “**Property**”), except with the written consent of Synaptive and the Monitor, or with leave of the Court (the “**Stay of Proceedings**”);
- (d) authorize Synaptive to continue to utilize the Cash Management System (defined below) and to maintain the banking arrangements currently in place for Synaptive;
- (e) authorize Synaptive to: (i) enter into the DIP Term Sheet (defined below) and approve Synaptive’s ability to borrow under the interim financing facility set out therein (the “**DIP Financing Facility**”) with Export Development Canada (“**EDC**”, and in such capacity, the “**DIP Lender**”) as lender, up to an initial maximum

amount of C\$1,000,000 (the “**Initial Amount**”); and (ii) comply with its obligations under the DIP Term Sheet; and

- (f) grant the following charges (collectively, the “**Charges**”) over Synaptive’s Property:
 - (i) the Administration Charge (defined below) up to a maximum amount of C\$250,000;
 - (ii) the DIP Lender’s Charge (defined below); and
 - (iii) the Directors’ Charge (defined below) up to a maximum amount of C\$1,100,000.

6. If the proposed Initial Order is granted, Synaptive intends to bring a motion to be heard within 7 days thereafter (the “**Comeback Hearing**”) seeking:

- (a) an order (the “**SISP Approval Order**”), among other things:
 - (i) approving a sale and investment solicitation process (“**SISP**”) for a transaction in respect of Synaptive’s Property and/or Business and authorizing Synaptive to implement the SISP pursuant to the procedures, terms and conditions set forth therein (the “**SISP Procedures**”);
 - (ii) authorizing and directing the Monitor and Synaptive to perform their respective obligations and do all things reasonably necessary to perform their obligations under the SISP Procedures; and
 - (iii) declaring that Synaptive, the Monitor and the DIP Lender, and their respective affiliates, partners, directors, employees, agents, and controlling persons shall have no liability or obligation whatsoever for any act or omissions related to the process contemplated by the SISP Procedures; and
- (b) an amended and restated Initial Order (the “**ARIO**”), among other things:
 - (i) authorizing Synaptive to borrow under the DIP Financing Facility up to a maximum principal amount of C\$7,000,000 (the “**Maximum Amount**”) in accordance with the DIP Term Sheet;

- (ii) increasing the maximum amount of the Administration Charge to C\$500,000; and
- (iii) providing an extension of the Stay of Proceedings.

7. Synaptive has run into a liquidity crisis. It is a Canadian-grown, Toronto-based medical device company focused on developing cutting-edge neurosurgical and imaging products that provide a complete neurosurgery solution—from pre-operative imaging, planning and diagnosis to surgical interventions and post-operative care. Critically, Synaptive’s technology saves the lives of brain and spine surgery, cancer and stroke patients, leads to better outcomes and, ultimately, improves the qualities of life of patients following these significant medical events.

8. However, Synaptive’s sales have not adequately supported its cost structure and its losses, while shrinking, are significant. Its ongoing research and development (“**R&D**”) efforts, costs associated with maintaining its substantial intellectual property (“**IP**”) portfolio, significant employee base and working capital needs have been a significant drain on its cash position. The recent market uncertainty caused by trade tensions and the threat of tariffs has caused these challenges to boil over.

9. Synaptive has already exhausted its out-of-court options to resolve these operational and financial challenges. It has undertaken a variety of initiatives since 2023 to find a long-term financing solution for these challenges, including by engaging Royal Bank of Canada (“**RBC**”) in October 2023 to conduct a process to seek financing and/or investment.

10. Indeed, in late 2024, Synaptive reached an agreement with EDC and another investor that would have resulted in it raising \$25 million through the issuance of new equity. This proposal was not accepted by the requisite number of Synaptive’s existing shareholders, and, as a result, the total additional funding needed beyond the two lead investors was not secured. As recently as March 2025, Synaptive was on the verge of achieving a sustainable refinancing that would have addressed its liquidity and positioned it for operational success, with the support of EDC. The recent market uncertainty could not have come at a worse time. Those efforts failed and precipitated the present restructuring efforts, which importantly have the continued support of EDC.

11. Despite Synaptive's diligent efforts to resolve these challenges, it is insolvent and does not have the necessary liquidity to sustain its operations going forward or to pay its obligations generally as they come due. Synaptive is in default of approximately \$103 million of secured debt obligations, and its seniormost creditor, EDC, is in a position to enforce its security against Synaptive's property. Synaptive requires CCAA protections to avoid the likeliest alternative scenario: the cessation of its operations and the value-destructive liquidation of its assets, to the detriment of its stakeholders.

12. Importantly, Synaptive comes prepared with a map of the road ahead in this CCAA proceeding. It has worked extensively with EDC, in consultation with the Proposed Monitor, to prepare a value-maximizing SISP to solicit offers for a sale of and/or investment in Synaptive's Property, Business and/or shares, along with a DIP facility that would provide Synaptive with both an immediate injection of cash on day 1 to meet its liquidity needs through to the comeback hearing, and, following the comeback hearing, sufficient funding to operate the Business and implement the proposed SISP Procedures (all of which is subject to this Court's approval).

13. Synaptive requires immediate protection under the CCAA to prevent enforcement actions, normalize its operations and allow for an orderly sale/investment process. In light of, among other things, the nature of Synaptive's business and the stakeholders involved, the framework and flexibility provided by the CCAA would provide the most effective, efficient and equitable method through which to rescue Synaptive's business for the benefit of its creditors, employees and other stakeholders including, importantly, neurosurgery patients. I believe that this path forward gives Synaptive its only realistic opportunity to achieve that outcome.

II. BACKGROUND

A. Corporate History

14. Synaptive is a Canadian medical technology company. It was incorporated in Ontario on April 30, 2012, with a vision of leveraging high-tech solutions to improve surgical outcomes and qualities of life for neurosurgery patients. For much of its early years, it focused on laying the groundwork for this vision through initial R&D efforts, resulting in patent filings to support the development of its IP. The Company had no sales during this initial period.

15. In 2014, Synaptive made its initial filings for its first product, BrightMatter Plan—an advanced surgical planning software solution that provides real-time 3D rendering of medical scan images (such as MRI scans) and tools for reviewing, manipulating and annotating those images. BrightMatter received approval from the U.S. Food and Drug Administration (“**FDA**”) in June 2014. Later that year, Synaptive acquired the assets of ClearCanvas Inc. (“**ClearCanvas**”), which had worked with Synaptive prior to the acquisition to develop a number of products.

16. Over the subsequent years, Synaptive continued to release new products and improved versions of its existing products, including a robotic digital exoscope first released in 2015 as BrightMatter Drive (with the current generation released in 2023 as Modus X, described below) and a mid-field MRI machine first released in 2020.

17. In 2016 Synaptive made its first sale outside of North America, with the installation of a BrightMatter Drive system in Pakistan. As of today’s date, Synaptive has customers in fifteen countries.

B. Corporate Structure

18. Synaptive is organized under the Ontario *Business Corporations Act*. Its registered office is located at 555 Richmond Street West, Toronto, Ontario. A copy of Synaptive’s corporate profile current as of March 12, 2025 is attached as **Exhibit “A”**.

19. Synaptive is the ultimate parent company of each of the other entities in its corporate group, the names and jurisdictions of which are summarized below (collectively, the “**Non-Applicant Entities**”, and together with Synaptive, the “**Synaptive Group**”). Additionally, the Synaptive Group’s organizational chart, along with additional corporate information on each entity, is attached as **Exhibit “B”**.

Subsidiary	Jurisdiction
Synaptive Medical (Barbados) Inc.	Barbados
Synaptive Medical USA, Inc.	United States (Delaware)
Synaptive Medical International SA	Switzerland

Synaptive Medical (UK) Ltd.	United Kingdom
Synaptive Medical Pte. Ltd	Singapore
Synaptive Medical (Germany) GmbH	Germany
Synaptive Medical (Australia) Pty Ltd.	Australia
Synaptive Medical Denmark ApS	Denmark

20. Synaptive’s centre of main interest is Canada. All significant assets and operations of the Synaptive Group are located in Canada. Key decisions are made in Canada and major contracts are negotiated and/or approved from Canada. While certain of the non-applicant entities in the Synaptive Group, including Synaptive Medical USA, Inc. (“**Synaptive USA**”), employ Synaptive’s non-Canadian employees, none of those entities have any material assets or business.

21. Moreover, most employees are located in Canada (though the majority of medical device systems sold by Synaptive are deployed in the United States and are serviced by U.S.-based employees of Synaptive USA). The Synaptive Group’s presence in other countries is limited and represents only a small portion of its business. Except as otherwise discussed herein, each of the other entities in the Synaptive Group exist primarily for the purpose of employing individuals in the jurisdiction of the given entity.

22. That being said, the Synaptive Group’s business is interdependent across its entities. A number of other intercompany agreements exist among the Synaptive Group, including cost sharing and distribution agreements between Synaptive and Synaptive Barbados, as well as sales representative agreement between Synaptive and Synaptive USA, Synaptive and Synaptive Switzerland, and Synaptive Switzerland and Synaptive Singapore.

23. While Synaptive does not currently plan to seek recognition of this CCAA proceeding or similar relief in other jurisdictions, it may do so if necessary or desirable to achieve a restructuring or sale on terms that maximize value for creditors.

III. SYNAPTIVE'S BUSINESS

A. Synaptive Develops and Sells Cutting-Edge Medical Devices and Platforms

24. Synaptive is a Canadian medical device company driven by its mission of enabling better outcomes for neurosurgery patients through innovative tools, platforms and other solutions. Synaptive's products ensure that neurosurgeons and other healthcare professionals are delivered the right information at the right place and the right time, before, during and after surgical procedures. Synaptive achieves this goal through its advanced software algorithms, robotics and optical technologies designed to improve efficiencies while focusing on clinical outcomes.

25. Each of Synaptive's key product lines and platforms is discussed in turn.

1. *Modus X*

26. Launched in March 2023, Modus X is Synaptive's next-generation robotic digital microscope that sets a new standard for automated optical power in surgical visualization. It is a fully-automated, hands-free robotic exoscope featuring advanced 3D optics to support a wide range of surgical approaches and workflows during neurosurgery, spinal surgery and similar operations. An independent study indicates that implementing the Modus X in a surgical workflow can result in an approximate average 19% reduction in operative time, 40% reduction in the length of a patient's stay and 79% reduction in patient blood loss.

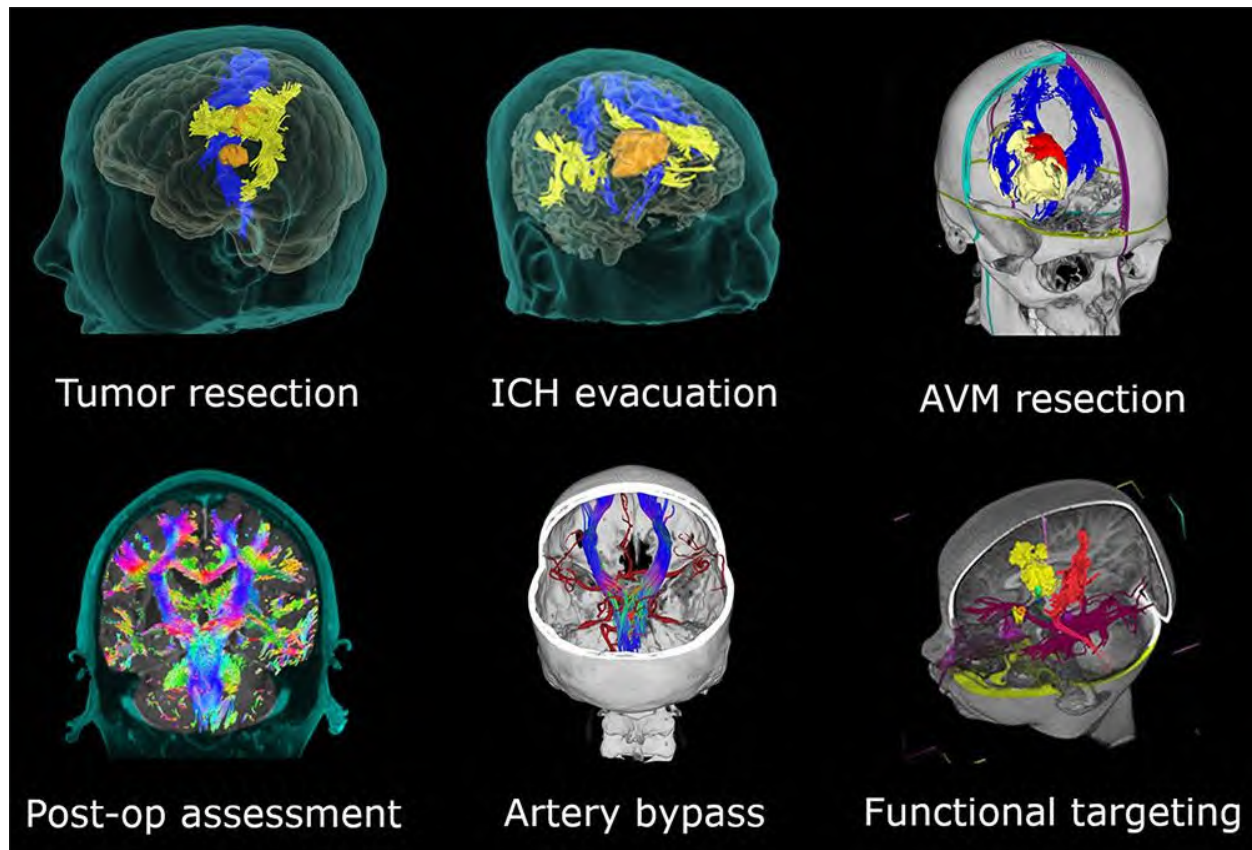
27. An illustrative photograph of the Modus X being used during a surgical operation is reproduced below:



2. *Modus Plan*

28. Modus Plan is the successor to BrightMatter Plan, the first of Synaptive's surgical products that launched in 2014. It is designed to assist surgeons in creating pre-operative plans by providing the surgeon with a high-fidelity, dynamic image of the entire brain. This gives surgeons real-time access to information about a patient's brain structure and allows the surgeon to explore multiple surgical approaches and help provide guidance during surgery.

29. Illustrative samples of brain images generated using Modus Plan are reproduced below:



3. *Modus Nav*

30. Modus Nav (originally called “BrightMatter Guide”) was launched in April 2015. It is a hardware and software solution designed to complement Modus Plan by tracking a surgeon’s instruments in real time, providing him or her with a dynamic map of the patient’s brain during surgery and the location of their tools within this map. Modus Plan can, for example, determine an optimal approach through a patient’s brain to a tumor, help define the boundaries of the tumor’s resection (i.e., removal) and track the patient recovery following surgery. Modus Nav helps the surgeon to navigate in real time within the brain using the tractography maps from Modus Plan.

4. *Synaptive MRI*

31. Synaptive MRI is an innovative MRI (i.e., magnetic resonance imaging) platform, launched in April 2020, which generates high-quality images using a lower magnetic field strength than Synaptive’s competitors. MRI machines typically generate very high-strength magnetic fields using large, cryogenically-cooled electromagnets to produce a scan of the patient’s body. Synaptive MRI uses a novel, cryogen-free superconducting magnet that operates at a lower

strength, meaning the MRI machine is smaller and can be installed in a wider variety of locations, including operating rooms, emergency rooms and intensive care units, potentially broadening demand.

5. *Service Program*

32. Synaptive also has a service offering that encompasses installation, upgrades, support, repair, preventative maintenance, operational assistance and training, among other things.

B. Customers

33. The majority of Synaptive's initial customers have been hospitals with neurosurgery centers in the U.S. market. This is an important market segment, because U.S. surgeons are often viewed as leaders in their field. Synaptive has provided equipment to neurosurgeons from leading U.S. neurosurgical centers, such as Aurora St. Luke's Medical Center, Cedars-Sinai, Houston Methodist, Mount Sinai, Swedish Medical Center, University of Michigan, Henry Ford Health System, University of Pennsylvania Medical Center and Dartmouth-Hitchcock. Beyond this, Synaptive has also provided equipment to leading hospitals in Canada, Europe, Australia, Pakistan and South-East Asia.

C. Suppliers

34. Synaptive relies on a number of suppliers for components, materials, equipment, and services related to its products and programs. Key suppliers include JENOPTIK Medical GmbH, Sony Electronics Inc., VadaTech, IPro, Universal Robotics, Beckoff, MDA, Advance Medical Designs, Advance Motion, Harbec Inc., QSDM Inc., Uniserve Communications, Inc. and Pacer Air Freight Ltd.

35. Synaptive's dependence on these suppliers is part of the reason why this CCAA proceeding is necessary. Without the stay of proceedings and other relief detailed below, Synaptive could soon face a material interruption in the supply of products and services from its suppliers. This would impair Synaptive's ability to manufacture products and meet the demands of its customers, harming its business. Identifying and qualifying additional or replacement suppliers for any of the components or materials used in Synaptive's products, or obtaining additional inventory if required, may not be possible and could, in any event, involve significant additional costs. For

these reasons, among others, the CCAA stay of proceedings will be a key component of restructuring and sale process efforts.

D. Cash Management

36. In the ordinary course of business, the Synaptive Group utilizes an integrated, centralized cash management system to collect and disburse funds (collectively, the “**Cash Management System**”). The Cash Management System is similar to those commonly employed by corporate entities of comparable size and complexity to the Synaptive Group and provides a cost-effective and efficient means of managing the group’s finances.

37. Part of the Cash Management System includes general accounts, through which customer payments are collected, and accounts through which payroll and supplier payments are disbursed. Synaptive maintains bank accounts in Canada, the U.S., Australia and Germany.

E. Regulatory Oversight

38. Synaptive’s North American operations are subject to regulatory oversight. In Canada, Synaptive’s products cannot be sold without Health Canada approvals. In the U.S., Synaptive’s products and operations are subject to extensive and rigorous regulation by the FDA under the *Federal Food, Drug, and Cosmetic Act* and its implementing regulations, guidance documents, and standards.

39. Synaptive’s international sales are subject to the applicable regulatory requirements in the countries in which products are sold. The regulatory review process varies from country to country. Certain jurisdictions may require the submission of clinical data.

40. For example, “CE” marks are required to sell products in most Western European countries and are also accepted in some countries outside of Western Europe. Synaptive has received CE marks in the European Union, Switzerland and the U.K. for each of its Modus family of products and accessories.

41. An integral part of Synaptive’s regulatory efforts has been the updating of Synaptive’s ISO and MDR certificates for ongoing compliance with European requirements. This certificate

surveillance audit was conducted in December 2024 and the certificate was issued and remains valid until June 2026.

42. Finally, Synaptive is subject to healthcare fraud and abuse regulation in the jurisdictions in which it operates. This includes, without limitation, applicable anti-kickback legislation, false claims legislation, physician payment reporting legislation and patient privacy regulations.

IV. ASSETS OF THE SYNAPTIVE GROUP

43. Financial statements are prepared for the Synaptive Group on a consolidated basis. Due to the Synaptive Group's organizational structure, as well as the nature of the assets and operations (or lack thereof) of certain entities within such structure, there are no stand-alone audited financial statements available for Synaptive's subsidiaries. The Synaptive Group is largely intertwined and conducts operations primarily through Synaptive and assets are almost exclusively held in the Canadian entity.

44. The most recent audited financial statements, being for the calendar year ended December 31, 2020, are attached as **Exhibit "C"**. In addition, a copy of the Synaptive Group's unaudited balance sheet and income statement for the calendar year ended December 31, 2024, being the most recent available period, is attached as **Exhibit "D"**.

45. As of December 31, 2024, the Synaptive Group's total assets had a book value of approximately \$39.8 million. The assets of the Synaptive Group consisted of the following:

Assets (approximate as at December 31, 2024)	
Current Assets	
Cash and equivalents	\$ 1,055,974
Trade receivables	4,040,915
Other current receivables	274,859
Inventories	18,759,747
Prepaid expenses and deposits	2,567,418

Total Current Assets	\$ 26,698,913
Property and equipment, net	1,298,208
Right-of-use assets	8,015,272
Goodwill	2,085,000
Intangible assets	1,738,168
Total Non-Current Assets	\$ 13,136,648
Total Assets	\$ 39,835,561

A. Synaptive

1. *Facilities and Leases*

46. Synaptive currently operates out of a primary location at 555 Richmond Street West, Toronto, Ontario, and is in the process of moving to a new headquarters at 5055 Satellite Drive, Mississauga, Ontario, under a lease that expires on September 30, 2034 as part of its cost saving efforts and manufacturing scalability. Synaptive also leases a small manufacturing location in London, Ontario, which expires on July 31, 2028 and a small distribution, maintenance and storage facility in Memphis, Tennessee, which expires on December 31, 2026. All international employees work from their homes.

2. *Insurance*

47. Synaptive maintains insurance coverage that it believes to be consistent in practice with other similar manufacturers in the medical device industry, including general liability insurance (\$10 million); product liability insurance (\$10 million); errors and omissions insurance, including cyber security (\$5 million); property insurance (\$19.2 million); cargo insurance (\$1 million); crime insurance (\$1 million) and director's and officer's liability insurance (\$18 million). Each of the foregoing insurance policies expire on March 31, 2025. While Synaptive is in discussions with its insurance provider to renew and/or replace this coverage, no such renewal/replacement has happened to date.

3. *Intellectual Property*

48. Given the high value and strategic importance of IP in the medical technology sector, Synaptive has focused on building a core portfolio of owned and licensed IP. Synaptive's current IP strategy involves both filing for patents to cover new approaches in technology while partnering with appropriate third parties to obtain licensing access to helpful or complementary IP.

49. Synaptive is building a broad patent portfolio, with specific emphasis in the areas of multi-modal image registration, navigation systems and accessories, MRI and optical imaging systems. Synaptive's patents also cover other advanced medical imaging technologies that can be applied to a variety of medical procedures.

50. To date, Synaptive has filed over 1,275 patent applications in a number of key jurisdictions, including Canada, the U.S., Europe, China and Japan. Synaptive has received 839 patents, with over 330 grants in the U.S. alone. Synaptive also licenses 43 patents, 37 of which have been granted.

4. *Other Material Assets*

51. Synaptive's other material assets consist of the following:

- (a) inventories, consisting of raw materials, work-in progress, and finished goods in connection with Synaptive's product lines;
- (b) property and equipment, consisting of furniture and equipment, computer and research equipment, leasehold improvements, and tradeshow and demonstration equipment; and
- (c) intangible assets consisting of computer software, software technology, license agreements, including with the University of Western Ontario, Stryker Corporation and Sunnybrook Research Institution, and patents.

V. THE SYNAPTIVE GROUP'S INDEBTEDNESS

52. As of December 31, 2024, the Synaptive Group's total liabilities had a book value of approximately \$130 million. The liabilities of the Synaptive Group consisted of the following:

Liabilities (approximate as of December 31, 2024)	
Current Liabilities	
Accounts payable and accrued liabilities	\$ 15,286,740
Long-term debt (current portion)	5,684,182
Lease liabilities (current portion)	798,917
Income taxes payable	-
Deferred revenue	6,692,807
Total Current Liabilities	\$ 28,462,646
Long-term debt	94,700,562
Lease liabilities	7,509,000
Total Liabilities	\$ 130,672,208

53. Additionally, the Synaptive Group's key long-term funded debt as at March 10, 2025 is summarized in the following table:

Key Secured Debt Obligations			
Facility	Creditor	Priority	Approximate Amount Outstanding
Espresso Facility	Export Development Canada	First	\$6,020,000
EDC Convertible Notes	EDC and the other holders listed in Exhibit "L"	Second	Aggregate of \$59,778,028
BDC Convertible Notes	BDC Capital Inc. and the other holders listed in Exhibit "N"	Third	Aggregate of \$7,231,496
Subordinated Convertible Notes	The holders listed in Exhibit "P"	Fourth	Aggregate of \$30,875,636
Total			\$103,905,160

A. Secured Debt

1. *Espresso Loan Facility*

54. On or around December 23, 2020, Synaptive, as borrower, entered into a loan facility and security agreement (as amended from time to time, the “**Espresso Loan Agreement**”) with Espresso Capital Ltd. (“**Espresso Capital**”), pursuant to which Espresso Capital committed, subject to the terms and conditions therein, to advance \$5,000,000 to Synaptive (the “**Espresso Facility**”). Espresso Capital acted as the administrative and collateral agent and Espresso Venture Debt LP (“**Espresso Venture**”) acted as the lender under the Espresso Facility.

55. As continuing security for Synaptive’s obligations under the Espresso Facility: (i) Synaptive granted Espresso Capital a security interest in all of its personal property under the Espresso Loan Agreement; and (ii) Synaptive executed an intellectual property security agreement dated December 23, 2020, in favour of Espresso Capital, under which Synaptive granted Espresso Capital a security interest in all of its intellectual property (the “**Synaptive IP Security Agreement**”).

56. In support of Synaptive’s obligations under the Espresso Facility, Synaptive USA and Espresso Capital signed a guarantee dated December 23, 2020 (the “**Synaptive USA Guarantee**”), whereby Synaptive USA guaranteed all of all Synaptive’s obligations under the Espresso Facility. Synaptive USA also executed an intellectual property security agreement dated December 23, 2020, in favour of Espresso Capital, under which Synaptive granted Espresso Capital a security interest in all of its intellectual property (the “**Synaptive USA IP Security Agreement**”).

57. On April 18, 2023, Espresso Capital, Espresso Venture and Synaptive entered into a first amendment to the Espresso Loan Agreement, under which they agreed to amend certain interest and other commercial terms of the Espresso Facility.

58. On August 30, 2023, Espresso Venture and Espresso Capital assigned to EDC all of their right, title and interest in and to, among other things, the Espresso Loan Agreement, the Synaptive IP Security Agreement, the Synaptive USA Guarantee and the Synaptive USA IP Security Agreement (the “**Espresso Assignment**”). Following the Espresso Assignment, EDC and

Synaptive entered into a second amendment to loan facility and security agreement on July 22, 2024 (such amendment, the “**Second Amended Espresso Loan Agreement**”).

59. The Second Amended Espresso Loan Agreement, among other things, separated the Espresso Facility into two tranches: (i) a first tranche of \$1,500,000, which Espresso Capital advanced prior to the Espresso Assignment Agreement; and (ii) a second tranche of \$3,500,000, which EDC advanced in three payments in July, August and September 2024 in the amounts of \$1.75 million, \$1 million and \$750,000. The Espresso Facility bears interest at a rate of 20% from and after July 22, 2024. The Espresso Facility was originally scheduled to mature on December 23, 2023 (in respect of the first tranche) and December 16, 2024 (in respect of the second tranche), but these date were both subsequently extended on various occasions, most recently to March 12, 2025.

60. Copies of the Espresso Assignment, the Second Amended Espresso Loan Agreement, the Synaptive IP Security Agreement, the Synaptive USA Guarantee and the Synaptive USA IP Security Agreement are attached as **Exhibits “E” to “I”**, respectively.

61. As of March 10, 2025, Synaptive’s indebtedness under the Espresso Facility is approximately \$6,020,000.

2. EDC Convertible Notes

62. Between November 1, 2022 and December 23, 2024, Synaptive issued a total of 75 convertible promissory notes (collectively, the “**EDC Convertible Notes**”) to various investors in an aggregate amount of \$49,684,800. EDC acted as the lead investor under the EDC Convertible Notes and advanced an aggregate principal amount of \$40,000,000 thereunder.

63. The EDC Convertible Notes bear interest at a rate of 10% per annum, subject to the terms thereof, and were originally scheduled to mature on February 6, 2025; however, this date was extended to March 12, 2025. Each EDC Convertible Note is convertible into shares of Synaptive if the conditions described therein have been met. As security for its obligations under the EDC Convertible Notes, Synaptive granted each holder a security interest in substantially all of its personal property.

64. The EDC Convertible Note held by EDC has been amended or amended and restated seven times since it was first entered into on November 1, 2022. A copy of EDC's fourth amended and restated EDC Convertible Note (being the most recent amended and restated version of the note), together with the seventh amendment thereto (being the most recent amendment to the note) are attached as **Exhibits "J" and "K"**, respectively. The fourth amended and restated EDC Convertible Note was erroneously titled the "third" amended and restated EDC Convertible Note.

65. Additionally, a table summarizing the holders of EDC Convertible Notes, including the holder, the date of the note and the amount advanced to Synaptive is attached as **Exhibit "L"**.

66. As at March 10, 2025, Synaptive's aggregate indebtedness under the EDC Convertible Notes, including accrued and unpaid interest, was approximately \$59,778,028.

3. *BDC Convertible Notes*

67. Between December 23, 2020 and February 1, 2021, Synaptive issued a total of 66 convertible promissory notes (collectively, the "**BDC Convertible Notes**") to various investors in an aggregate amount of \$14,792,678.46. BDC Capital Inc. ("**BDC**") acted as the lead investor under the BDC Convertible Notes and advanced a principal amount of \$5,000,000 thereunder.

68. The BDC Convertible Notes bear interest at a rate of 8.55%. They were originally scheduled to mature on December 23, 2023, but this date was subsequently extended on various occasions, most recently to March 12, 2025. Each of the BDC Convertible Notes are convertible into shares of Synaptive if the conditions described therein have been met. As security for its obligations under the BDC Convertible Notes, Synaptive granted each holder a security interest in substantially all of its personal property.

69. In June 2021, holders of 61 BDC Convertible Notes, with an aggregate principal amount of \$9,911,678.46, converted into Class B Preferred shares of Synaptive (and which were subsequently converted to Common shares on February 6, 2023), leaving 5 BDC Convertible Notes outstanding, with an aggregate principal amount of \$5,119,000.

70. A copy of the BDC Convertible Note held by BDC is attached as a sample at **Exhibit "M"**, and a table summarizing the holders of BDC Convertible Notes (for greater certainty, excluding

those BDC Convertible Notes that were converted into equity), including the holder, the date of the note and the amount advanced to Synaptive is attached as **Exhibit “N”**.

71. As at March 10, 2025, Synaptive’s aggregate indebtedness under the BDC Convertible Notes, including accrued and unpaid interest, was approximately \$7,231,496.

4. Subordinated Convertible Notes

72. Between October 5, 2021 and December 10, 2024, Synaptive issued a total of 107 subordinated convertible promissory notes (collectively, the “**Subordinated Convertible Notes**”) to approximately 95 investors in an aggregate amount of \$23,711,493. The Subordinated Convertible Notes bear interest at a rate of 10% per annum and were originally scheduled to mature on October 31, 2024; however, the maturity date was subsequently extended on various occasions, most recently to March 12, 2025. Each Subordinated Convertible Note is convertible into shares of Synaptive if the conditions described therein have been met.

73. As security for its obligations under the Subordinated Convertible Notes, Synaptive granted each holder a security interest in substantially all of its personal property. However, the security interest of each Subordinated Convertible Note was postponed and subordinated to the EDC Convertible Notes.

74. A copy of a sample investor’s Subordinated Convertible Notes is attached as at **Exhibit “O”**, and a table summarizing the holders of Subordinated Convertible Notes, including the holder, the date of the note and the amount advanced to Synaptive is attached as **Exhibit “P”**.

75. As at March 10, 2025, Synaptive’s aggregate indebtedness under the Subordinated Convertible Notes, including accrued and unpaid interest, was approximately \$30,875,636.

5. Credit Card Facility

76. Synaptive also has two long-standing credit card facilities with RBC (the “**Credit Card Facilities**”)—one for Canadian dollars and another for U.S. dollars. RBC holds cash collateral in a blocked account as security for Synaptive’s obligations under the Credit Card Facilities. As at March 10, 2025, Synaptive’s indebtedness under the Credit Card Facilities were approximately C\$127,166 and US\$50,000.

B. Accounts Payable

77. As of December 31, 2024, the Synaptive Group had accounts payable and other liabilities of approximately \$15.2 million, most of which is owed to trade creditors. These trade debts are unsecured and relate to goods and services supplied to the Synaptive Group. Some of the Synaptive Group's largest trade creditors include, among others: Pacer Air Freight Ltd., PricewaterhouseCoopers LLP, JENOPTIK Medical GmbH, Uniserve Communications, Total Benefit Solutions LLC, ARCH Medical Solutions – Sparta, Deloitte Management Services LP, Panaxium SAS and Paradigm Capital.

C. Regional Relief Recovery Loan

78. On June 29, 2020, Synaptive entered into a loan agreement with the Federal Economic Development Agency for Southern Ontario for proceeds of C\$500,000 from the Regional Relief and Recovery Fund—a program designed to assist businesses with the impact of the pandemic. The loan is interest free, with monthly repayments commencing on January 15, 2023. The loan matures on December 15, 2027.

79. As at March 10, 2025, the outstanding balance under this loan was C\$291,667.

D. Employee Wages

80. The Synaptive Group's gross payroll is approximately \$220,000 and C\$650,000 every two weeks. As at March 14, 2025, Synaptive owed \$139,276 and C\$527,152 of wages in arrears, \$562,600 of accrued vacation pay and C\$44,297 of CPP and EI contributions in respect of its current and temporarily laid off employees.

E. Taxes

81. Synaptive expects that, while not presently due and payable, source deductions will be triggered upon payment of the employee wage amounts described in the previous paragraph. Synaptive is otherwise current on its Canadian tax obligations.

F. Landlords

82. As noted above, Synaptive is a tenant under a lease for its office located in 555 Richmond Street, Toronto. Synaptive is approximately two months behind on rental payments (i.e., it did not make a payment for February rent and has not prepaid March rent).

G. Litigation

83. On May 28, 2024, a former Synaptive USA salesperson filed a Charge of Discrimination with the U.S. Equal Employment Opportunity Commission. The parties attended a mediation session on December 9, 2024 and, on February 18, 2025, executed a settlement agreement whereby Synaptive USA agreed to pay \$75,000. This amount remains outstanding.

H. PPSA Registrations

84. Synaptive's counsel conducted a search as against Synaptive in the Ontario personal property security registration system. A copy of the summary of that search, which is current as at March 11, 2025, is attached as **Exhibit "Q"**.

I. Share Capital

85. Synaptive's authorized share capital consists of an unlimited number of Common Shares, 99,578,281 of which are issued and outstanding as of March 14, 2025. Key shareholders include General Atlantic, Sensegain, Avina Acquisition Corp, Linamar Corporation, Daniel Bordessa, Cameron Piron, Tim Macready, David Gallop, Gal Sela, Audible Capital Corp, Wes Hodges, Cannonball Capital Inc., Ludwig and Valerie Piron, Synaptic Cleft LLC, and Quadrille Technologies III FPCI.

VI. DIRECTORS AND OFFICERS

86. All Synaptive board meetings are held in Toronto. Synaptive's minute books are stored electronically. The members of Synaptive's board of directors (the "**Board**") are Tim Scannell, Jing Yang, Richard Hausmann, Daniel Bordessa and Cameron Piron.

87. The members of Synaptive's executive management team, including their names, titles and residency, are set out in the following table:

Name	Title	Residency
Cameron Piron	President	Canada
Dylan White	Secretary, Chief Legal Officer	Canada
Shawn Campbell	SVP, Operations	Canada
Magnus Momsen	Chief Financial Officer	United States
Chris Marrus	Chief Commercial Officer	United States

VII. EMPLOYEES

88. The Synaptive Group currently employs 40 individuals on an active basis. Additionally, in connection with its cost-saving efforts (described below), the Synaptive Group made the difficult decision to issue temporary layoff notices to 149 of its valued employees on March 4, 2025, with a tentative recall date scheduled for March 24, 2025.

89. Additionally, the Synaptive Group has a direct sales force in the U.S. and Canada with distributor managers in Australia and Europe. This sales force consists of 11 employees in the U.S. and 1 employee in Canada. The Synaptive Group also employs salespeople in Lebanon and Australia who are responsible for setting up distribution agreements in the Middle East, Pakistan, and South Asia. The Synaptive Group's Canadian sales leader is located in Ontario, while its U.S. sales leader is located in Houston, Texas.

A. Employee Benefits

90. The Synaptive Group maintains various benefits for its employees. These include group life benefits, accidental death and dismemberment benefits, dependent life insurance benefits, short-term disability benefits, long-term disability benefits, contract employee assistance program benefits, extended health care benefits, a global medical assistance/best doctors plan, and dental care benefits.

91. In addition, the Synaptive Group maintains a pension plan for its employees in the form of an RRSP in Canada and 401(k) plan in the U.S.

VIII. RECENT FINANCIAL DIFFICULTIES AND SYNAPTIVE'S INSOLVENCY

A. History of Challenges Facing the Synaptive Group

92. Synaptive has faced significant and growing financial difficulties in recent years. Synaptive's sales have not adequately supported its cost structure, and the result has been a deterioration in Synaptive's financial position combined with mounting losses. For the year ended December 31, 2024, the Synaptive Group had consolidated revenues of approximately \$19.0 million and an approximate net loss of \$29.6 million.

93. Numerous factors have caused a substantial drain on Synaptive's cash position, including costs associated with Synaptive's ongoing R&D efforts, costs associated with maintaining Synaptive's substantial IP portfolio and costs associated with its significant employee base. As a result, Synaptive lacks the liquidity needed to meet its ongoing payment obligations.

94. Synaptive's business is capital-intensive. It continues to devote a substantial portion of its resources to research and development of surgical technologies, including devices, components, software, tools, and systems for a range of fields. To date, Synaptive has not demonstrated sufficient revenues to pay for this growth and has been dependent on financing to fund its ongoing operations. Increased sales, working capital and further development and cost reductions are needed to achieve sustainability and profitability.

95. The issues faced by Synaptive are compounded by the nature of sales in the surgical technology sector. Long sales lead times create quarterly fluctuations in Synaptive's revenue. Additionally, most of Synaptive's customers are health care providers that rely on third-party payers—such as government and private health insurers—to reimburse the costs of the procedures in which Synaptive's products are used. Continuing efforts by these third-party payers to contain or reduce costs impedes capital spending by Synaptive's customers and can hinder Synaptive's access to steady revenue.

96. Despite Synaptive's significant efforts described below, it has been unable to successfully restructure its operations and raise capital outside of formal insolvency proceedings. Synaptive is now insolvent and unable to meet its liabilities as they become due. As a result of Synaptive's

financial challenges, it has been unable to meet its payroll obligations, working capital needs and other amounts.

97. These problems have been compounded in recent months by the market uncertainty caused by the threat of tariffs with and against the U.S.—the largest market for Synaptive’s products. These tariffs have a significant impact on the cost of Synaptive’s products, which are manufactured exclusively in Canada and compete with other companies that manufacture in the U.S. or other countries not subject to equivalent tariffs.

98. Indeed, Synaptive has been in default of its obligations under its secured facilities since October 2022 when it first defaulted under the Espresso Facility. While Synaptive has been a party to forbearance arrangements since that time, which have been amended from time to time, it has not been able to cure those defaults. The most recent forbearance period expired on March 12, 2025, meaning EDC is now in a position to enforce its security against Synaptive’s property.

99. Without the protection of the CCAA, a shut-down of operations is inevitable. This would be detrimental to Synaptive’s stakeholders, including its lenders, employees, suppliers, and customers. CCAA protection will allow Synaptive to maintain operations while providing it with the necessary time to facilitate the implementation of a sale or investment process with respect to its property and business.

B. Responses to Challenges

100. In response to the financial difficulties described above, Synaptive has undertaken extensive efforts to cut costs, seek additional sales, and raise additional financing.

101. To reduce costs, Synaptive has reduced the number of R&D initiatives it is pursuing and has significantly reduced spending on R&D consultants and material, as well as other discretionary spending across other parts of its business. Synaptive has also consolidated its operating facilities and sub-leased redundant space. Finally, Synaptive made the difficult decision on March 4, 2025, to temporarily lay off 149 of its 189 valued employees, with a tentative recall date scheduled for March 24, 2025.

102. To increase sales, Synaptive has, among other things, improved product performance, partnered with institutions in clinical publications, reduced costs to produce its products, reduced prices on certain products, entered into agreements with European and Asian distributors, and entered into a co-marketing agreement with Stryker Corporation to sell Synaptive's planning software in North America. Because of the obstacles described above that Synaptive faces in its market, these operational responses have had only minor success to date. However, Synaptive is continuing to look for ways to expand its sales network.

103. Synaptive has also made efforts to secure funding and raise additional capital, but these efforts have been largely unsuccessful. In October 2023, Synaptive engaged RBC to act as placement agent for a preferred share financing of up to \$50 million. RBC made outreach efforts throughout 2023 and 2024 with a large number of potential investors, including potential strategic partners. However, RBC was unable to secure a commitment from any party to act as lead investor. Synaptive continued to fund its operations during this period in part by issuance of additional convertible debt.

104. Throughout 2024, Synaptive also engaged independently with various groups of investors, including EDC, to secure a long-term financing solution. These discussions continued throughout the year and ultimately resulted in Synaptive signing a term sheet with EDC and another co-investor in November 2024 (as amended in February 2025), which would have resulted in at least \$25 million of new equity in Synaptive being issued to investors. However, Synaptive was unable to secure the sufficient number of consents it needed from its existing shareholders as well as source all of the remaining capital required beyond the two lead investors to move forward with this strategy.

105. As set out above, Synaptive does not have the means to repay amounts owing under its debt instruments and requires additional funding to continue as a going concern. It will only be able to receive this funding through these CCAA proceedings. The only financing available to Synaptive is the debtor-in-possession loan described below, which cannot be finalized until Synaptive obtains the Initial Order it seeks in these proceedings.

C. Cash Flow Forecast

106. I understand that a projected cash flow statement for Synaptive for the 2-week period from March 17, 2025 through the period ending March 28, 2025 (the “**Cash Flow Statement**”) will be attached to the Proposed Monitor’s pre-filing report, to be filed in this matter (the “**Proposed Monitor’s Report**”), and that the Proposed Monitor’s Report will provide further commentary regarding the Cash Flow Statement.

107. The Cash Flow Statement demonstrates that, given the assumptions described therein, Synaptive will not have sufficient liquidity to fund its operations during the Initial Stay Period without immediate access to the Initial Amount of C\$1,000,000 under the DIP Financing Facility.

108. The Cash Flow Statement was prepared in consultation with the Proposed Monitor and is accompanied by the prescribed representations in accordance with the CCAA.

IX. RELIEF SOUGHT

109. This section of the affidavit provides a summary of the relief that Synaptive seeks in this application. The descriptions provided herein are based on my understanding of such relief from my discussions and correspondence with Synaptive’s counsel, EDC and its counsel and the Proposed Monitor.

A. Relief Sought at the Initial Hearing on this Application

1. *Stay of Proceedings under the CCAA*

110. Synaptive requires a broad Stay of Proceedings to prevent, among other things, exercise of contractual remedies by its creditors, suppliers, vendors, landlords and other contractual counterparties.

111. The Stay of Proceedings is intended to stabilize and preserve the value of Synaptive’s business and provide the breathing room required to conduct the SISF. At the initial hearing of this application, Synaptive requests a stay up to and including March 26, 2025 (i.e., the comeback date).

2. *Approval of the DIP Financing Facility and the Initial Amount*

112. To facilitate this CCAA proceeding, the DIP Lender has agreed to provide financing to Synaptive in a maximum amount of the Initial Amount during the first 7 days of this CCAA proceeding (i.e., C\$1,000,000), and the Maximum Amount following the Comeback Hearing (i.e., C\$7,000,000).

113. On March 18, 2025, Synaptive and the DIP Lender entered into a DIP facility loan agreement (the “**DIP Term Sheet**”), a copy of which is attached as **Exhibit “R”**. The DIP Term Sheet requires that, among other things, any funds advanced be secured by a charge on Synaptive’s Property (the “**DIP Lender’s Charge**”), subordinate only to the Administration Charge and ranking ahead of the Directors’ Charge.

114. The DIP Term Sheet provides for Synaptive to borrow from the DIP Lender on, among other things, the following commercial terms:

- (a) DIP Financing Facility and Initial Amount: A non-revolving, secured credit facility: (i) up to the Initial Amount of C\$1,000,000 during the first 7 days of this CCAA proceeding; and (ii) up to the Maximum Amount of C\$7,000,000 following the issuance of the ARIO.
- (b) Term: Amounts owing under the DIP Term Sheet shall be due and payable on the earliest of the following: (i) June 20, 2025; (ii) the closing of any sale of substantially all of the Property or Business; (iii) the implementation of a plan of compromise or arrangement in respect of Synaptive; (iv) the date on which the Initial Order or the ARIO expires without extension, or on which the CCAA proceeding is terminated; and (v) the occurrence of an Event of Default (as defined in the DIP Term Sheet).
- (c) Interest: All amounts outstanding under the DIP Term Sheet bear interest at a rate of 15% per annum; and
- (d) Fees: An exit fee in the amount of C\$350,000, representing 5% of the Maximum Amount, which will be non-refundable and fully earned as of the date of the DIP Term Sheet and payable on the Maturity Date (as defined in the DIP Term Sheet).

115. Along with other customary covenants, conditions precedent, and representations and warranties made by Synaptive, the Initial Amount under the DIP Financing Facility is subject to this Court authorizing Synaptive to borrow such amount under the DIP Financing Facility and the Court's approval of the corresponding DIP Lender's Charge (as defined below).

116. Synaptive will also be seeking a charge on Synaptive's Property (the "**DIP Lender's Charge**") to secure the Initial Amount owing under the DIP Financing Facility plus all accruing interest and fees under the DIP Financing Facility. The proposed DIP Lender's Charge would rank second in priority, in accordance with the priority set out in the proposed Initial Order.

117. At the Comeback Hearing, Synaptive intends to seek further authorization to borrow the Maximum Amount under the DIP Financing Facility.

3. *Continued Use of the Cash Management System*

118. In order to continue operations in the ordinary course, Synaptive requires continued access to its Cash Management System, including to its bank accounts. This relief is required to ensure that Synaptive can continue to make ordinary course payments in accordance with the Cash Flow Statement and avoid disruptions to its ongoing business.

4. *The Proposed Monitor*

119. Synaptive seeks the appointment of Richter as Monitor. Richter has consented to act as Monitor of Synaptive in this CCAA proceeding, subject to Court approval.

120. Richter became involved with Synaptive in August 2023 as a financial advisor. Richter's role as financial advisor has included reviewing the company's financial position, reviewing, assessing and monitoring Synaptive's weekly cash flow forecasts, supporting discussions with EDC, working with Synaptive's management team on assessing restructuring plans, monitoring progress with respect to its various financing initiatives including with RBC, reviewing amendments to Synaptive's numerous forbearance agreements and other matters.

121. In preparation for this CCAA proceeding, Richter has assisted in reviewing the Cash Flow Statement and has participated in strategic discussions regarding Synaptive's financial and liquidity position, available options, and the relief requested by Synaptive in connection with this

CCAA proceeding. Richter has also assisted Synaptive in the preparation of the SISP and the review of the terms of the DIP Term Sheet. As a result of its engagement to date, Richter has developed an intimate knowledge of Synaptive's business and challenges. None of Richter nor its affiliates has ever acted as auditor to any member of the Synaptive Group.

5. *Administration Charge*

122. Synaptive is seeking a charge on Synaptive's Property in priority to all other charges, in the maximum amount of C\$250,000 (the "**Administration Charge**") to secure the fees and disbursements of the Monitor, counsel to the Monitor and counsel to Synaptive, in each case incurred in connection with services rendered to Synaptive both before and after the commencement of this CCAA proceeding. This amount is necessary to protect the beneficiaries of the Administration Charge during the first 7 days of this CCAA proceeding. Synaptive will be seeking an increase to the Administration Charge at the Comeback Hearing.

123. It is important to the success of this CCAA proceeding to have the Administration Charge in place to ensure the continued involvement of critical professionals.

124. Synaptive has worked with the Proposed Monitor and the other professionals to estimate the proposed quantum of the Administration Charge based on the nature of the proceedings and the expected demands on the professionals in the time prior to the Comeback Hearing.

125. As described in both the Initial Order and the ARIO, none of the proposed Charges, including the Administration Charge, are proposed to rank in priority to the security of any person with properly perfected purchase money security interests under the applicable legislation.

6. *Directors and Officers Indemnity and Charge*

126. Synaptive is seeking customary provisions indemnifying the Directors and Officers of Synaptive against any obligations and liabilities they may incur as a director or officer of Synaptive after the commencement of this CCAA proceeding (the "**D&O Indemnity**").

127. I understand that in some circumstances directors can be held liable for certain obligations of a company, including those owing to employees and government entities.

128. Synaptive maintains director's and officer's liability insurance (the "**D&O Insurance**") that is applicable to Synaptive's Directors and Officers. The current D&O Insurance policies include an aggregate amount of \$18 million in coverage. However, this coverage is subject to certain retention amounts, deductibles, exclusions, or some combination of the foregoing, all of which create a degree of uncertainty. As noted, Synaptive's D&O Insurance policy expires on March 31, 2025; while Synaptive is in discussions with its insurance provider to renew and/or replace this coverage, no such renewal/replacement has happened to date.

129. The knowledge and guidance of the Directors and Officers and their expertise remains essential to the overall success of this CCAA proceeding. The Directors and Officers have indicated that, due to the risk of personal exposure associated with Synaptive's liabilities, they will not continue their service with Synaptive during the post-filing period unless the Initial Order grants a charge on Synaptive's Property, in a sufficient amount to secure the D&O Indemnity.

130. Synaptive is seeking a charge on Synaptive's Property in the maximum amount of C\$1,100,000 (the "**Directors' Charge**") as security for the D&O Indemnity. The proposed Directors' Charge would apply only to the extent that the Directors and Officers do not have coverage under the D&O Insurance and will rank third in priority, in accordance with the priority set out in the proposed Initial Order.

131. The Directors' Charge will allow Synaptive to continue to benefit from the expertise and knowledge of the Directors and Officers.

132. The quantum of the Directors' Charge is the amount necessary to protect the Directors and Officers in the first 7 days of this CCAA proceeding having regard to the potential personal liabilities they may be exposed to in respect of Synaptive's employment and tax related obligations in that period. Synaptive has worked with the Proposed Monitor to calculate the quantum of the Directors' Charge by reference to the above noted potential liabilities and believes the Directors' Charge is reasonable in the circumstances.

133. I understand that the Proposed Monitor will address its support of the Directors' Charge and its quantum in the Proposed Monitor's Report.

B. Relief Anticipated to be Sought at the Comeback Hearing**1. *SISP Approval Order***

134. As described above, Synaptive requires CCAA protection to pursue a going concern transaction for the benefit of its stakeholders. The comeback hearing has been scheduled for seven days hence in order to balance the need to commence the SISP with the need to provide adequate notice to stakeholders. Synaptive intends to hit the ground running. At the comeback hearing, Synaptive intends to seek the SISP Approval Order:

- (a) approving the SISP, and authorizing Synaptive and the Monitor to implement the SISP Procedures;
- (b) authorizing and directing Synaptive and the Monitor to perform their respective obligations and do all things reasonably necessary to perform same under the SISP Procedures;
- (c) declaring that Synaptive and the Monitor, and their respective affiliates, partners, directors, officers, employees, legal advisors, representatives, agents, and controlling persons shall have no liability with respect to any 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 such claims result from the gross negligence or wilful misconduct of Synaptive or the Monitor, as applicable, in performing their respective obligations under the SISP Procedures, as determined by the Court in a final order; and
- (d) granting the Monitor, in connection with its role in overseeing the SISP, all of the benefits and protections granted to it under the CCAA, the ARIO and any other Order of the Court in this CCAA proceeding.

135. The granting of the SISP Approval Order is a milestone under the DIP Term Sheet.

2. *SISP*¹

136. A copy of the SISP is attached as **Exhibit “S”**.

137. Synaptive developed the SISP in consultation with the Proposed Monitor and EDC in order to ensure a process that is: (i) concise enough to protect the value of the Property and the Business as a going concern, taking into consideration the terms and availability of financing, and the immediate liquidity challenges facing Synaptive; but also (ii) of sufficient duration to provide a reasonable market test.

138. Importantly, Synaptive has already engaged in extensive marketing efforts since 2023, including RBC’s investment solicitation process and Synaptive’s other efforts to secure sustainable financing. The SISP will be able to pick up where those efforts left off, including by contacting, among others, the parties who were previously contacted during those refinancing efforts.

139. The SISP sets out the parameters by which the Monitor, in consultation with Synaptive and the DIP Lender (and subject to any requisite prior written consents as set out in the SISP Procedures) will:

- (a) Provide notice to and disseminate marketing materials and a process letter to potentially interested parties identified by Synaptive, including those previously identified by Synaptive’s pre-filing investment marketing efforts, and provide such parties with access to a data room upon their executing a non-disclosure agreement in form and substance satisfactory to the Proposed Monitor and Synaptive and as approved by the DIP Lender;
- (b) solicit interest in executable transaction involving, without limitation, a sale of or investment in the Property, Business and/or shares of Synaptive;
- (c) select any Successful Bid(s); and
- (d) seek the approval of the Court of any Successful Bid(s).

¹ Capitalized terms used in this section that are not otherwise defined shall have the meanings given to them in the SISP. This summary is qualified in all respects by the terms of the SISP.

140. The SISP provides for the solicitation of potentially interested parties that wish to make a formal offer to purchase or make an investment in the Property and/or the Business, which will commence following the granting of the SISP Approval Order.

141. The key milestones set out in the SISP Procedures (the “**Milestones**”) are:

Milestone	Deadline
Commencement of SISP	March 26, 2025
Deadline to publish notice of SISP, deliver Teaser Letter and NDA to Known Potential Bidders, and set up electronic data room	March 28, 2025
Deadline for delivery of Secured Creditor Participation Notices and Insider Participation Notices	April 11, 2025
Deadline for submission of Phase I Non-Binding Letters of Intent	No later than 5:00 p.m. (Toronto time) on April 30, 2025
Determination of Qualified Bidders for Phase II	No later than 5:00 p.m. (Toronto time) on May 2, 2025
Deadline for submission of Phase II Bids	No later than 5:00 p.m. (Toronto time) on May 16, 2025
Determination of Selected Bidders	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 Auction (if any)	No later than 5:00 p.m. (Toronto time) on May 23, 2025
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)	June 20, 2025

142. Under the SISP Procedures, any officer, director or employee of Synaptive or other non-arm’s length party in relation to Synaptive (each, a “**Participating Insider**”) may participate as a Potential Bidder, Qualified Bidder, Selected Bidder, or Successful Bidder (each as defined under

the SISP), provided that the Participating Insider notifies the Monitor by the Participation Notice Deadline of its intention to participate in the SISP. To the extent a Participating Insider is or is related to a Potential Bidder, such Participating Insider will not be provided with any information that might create an unfair advantage or jeopardize the integrity of the SISP unless the Participating Insider confirms in writing to the Monitor that it will not submit or participate directly or indirectly in the submission of a Bid (as defined in the SISP).

143. Further, the Monitor, in consultation with Synaptive, may, as it deems appropriate, consult with Synaptive's secured creditors throughout the SISP upon such assurances as to confidentiality that the Monitor may require.

144. Secured creditors of Synaptive may also elect to participate as a Potential Bidder and may commit to bid its secured debt, provided that such credit bid provides for the payment in full in cash of any senior ranking obligations, and the secured creditor notifies the Monitor by the Participation Notice Deadline of its intention to participate as a Potential Bidder in the SISP (the **"Secured Lender Participation Notice"**). The DIP Lender may choose to support a transaction by, without limitation, being treated as an unaffected creditor or converting all or part of its debt to equity in respect of a transaction. The DIP Lender's failure to submit a Secured Lender Participation Notice will not disqualify it from supporting any Bid(s).

145. In developing the SISP Procedures, including the Milestones, Synaptive, in consultation with the Proposed Monitor, considered a number of factors, including:

- (a) Synaptive's extensive investment marketing efforts since 2023;
- (b) the pool of potential purchasers for Synaptive's Business is limited because of its specialized nature; and
- (c) the limited amount of funding available under the DIP Term Sheet and the corresponding constraints on timing.

146. In light of the foregoing, Synaptive is of the view that the Milestones set out in the SISP Procedures are appropriate, will allow interested parties to participate in the SISP, and will provide a fair and reasonable process that will adequately canvass the market in a manner designed to deliver the best possible result for all stakeholders.

3. ARIO

147. At the Comeback Hearing, Synaptive also intends to seek an ARIO. The most significant amendments that will be sought in the ARIO are described below.

(a) *Approval of the Maximum Amount under the DIP Financing Facility*

148. As noted, the DIP Term Sheet contemplates an increase of the maximum availability under the DIP Financing Facility from the Initial Amount (C\$1,000,000) to the Maximum Amount (C\$7,000,000) following the Comeback Hearing, subject to this Court's approval. The DIP Lender's Charge would continue to secure all outstanding amounts under the DIP Financing Facility, including interest and fees.

149. Accordingly, Synaptive will be seeking this Court's authorization to borrow up to the Maximum Amount under the DIP Financing Facility.

(b) *Stay Extension*

150. The proposed form of Initial Order seeks a Stay of Proceedings until March 26, 2025, or such later date as this Court may order. At the Comeback Hearing, Synaptive intends to seek an extension of the Stay of Proceedings in order to provide Synaptive, with the assistance of the Monitor, time to conduct the SISP.

(c) *Amendments to the Administration Charge*

151. The Administration Charge proposed in the Initial Order is designed for the initial 7-day period only. The proposed ARIO provides for an increase to the Administration Charge to a new maximum amount of C\$500,000. This increase reflects that the hourly professionals will have significant work in the period following the initial hearing on this application, including in assisting Synaptive in managing its customer and vendor relationships, while preparing to conduct the SISP. This proposed increase is the product of negotiation among Synaptive and EDC, with the assistance of the Proposed Monitor.

152. This application is being brought on an urgent basis to provide a Canadian medical technology champion with the breathing room it needs to achieve a successful restructuring under the CCAA and to navigate the economic uncertainty resulting from ongoing trade tensions and the ever-looming threat of tariffs.

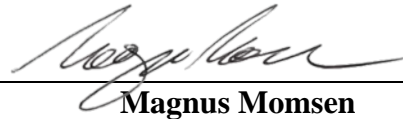
153. I swear this Affidavit in support of the relief sought by Synaptive and for no improper purpose.

SWORN REMOTELY by Magnus Momsen
at the City of San Jose, in the State of
California, in the Country of the United States
of America, before me on March 18, 2025 in
accordance with O.Reg. 431/20,
Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits
(or as may be)

MIKE NOEL
(LSO#: 80130F)


Magnus Momsen

This is Exhibit “C” referred to in the Affidavit of Magnus Momsen sworn by Magnus Momsen of the City of San Jose, in the State of California, in the Country of the United States of America, before me on June 12, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to be "MIKE NOEL", written over a light blue rectangular background.

Commissioner for Taking Affidavits (or as may be)

MIKE NOEL



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.

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.

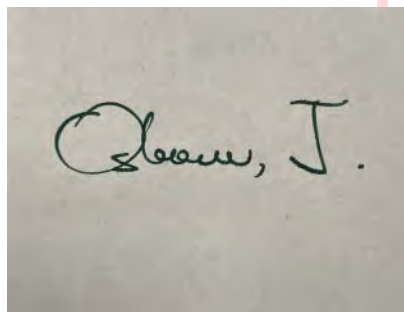
53. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other foreign jurisdiction, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in 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 box containing a handwritten signature in black ink. The signature appears to be "Osborne, J." written in a cursive style.

Digitally signed
by Osborne J.

Date:

2025.03.28

15:48:25 -04'00'

**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

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

Lawyers for Synaptive Medical Inc.

This is Exhibit “D” referred to in the Affidavit of Magnus Momsen sworn by Magnus Momsen of the City of San Jose, in the State of California, in the Country of the United States of America, before me on June 12, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MIKE NOEL



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

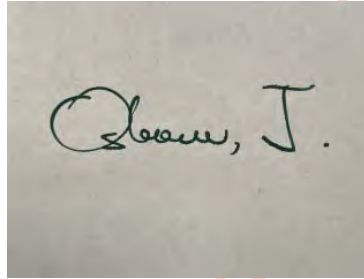
10. **THIS COURT ORDERS** that the Applicant, the Monitor or the DIP Lender may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of the powers and duties under the SISP.

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.

A rectangular box containing a handwritten signature in black ink. The signature appears to be "Osborne, J." written in a cursive style.

Digitally signed
by Osborne J.

Date:

2025.03.28

16:28:00 -04'00'

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**"):

Milestone	Deadline
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 (" Insider Notice Deadline ")	April 11, 2025
Deadline for submission of Phase I LOIs (the " Phase I LOI Deadline ")	No later than 5:00 p.m. (Toronto time) on April 30, 2025
Determination of Qualified Bidders for Phase II (the " Qualification Deadline ")	No later than 5:00 p.m. (Toronto time) on May 2, 2025
Deadline for submission of Phase II Bids (the " Phase II Bid Deadline ")	No later than 5:00 p.m. (Toronto time) on May 16, 2025
Determination of Selected Bidders (the " Selected Bidder Deadline ")	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) (“ Successful Bidder / Auction Notice Deadline ”)	
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 “ Outside Date ”)	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

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	
Torys LLP 79 Wellington St. W., Suite 3000 Box 270, TD Centre Toronto, ON M5K 1N2 Adam Slavens (LSO#: 54433J) 416.865.7333 | aslavens@torys.com Mike Noel (LSO#: 80130F) 416.865.7378 | mnoel@torys.com Lawyers for Synaptive Medical Inc.	

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

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

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

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

AFFIDAVIT OF MAGNUS MOMSEN
(Sworn June 12, 2025)

Torys LLP

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

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

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

Lawyers for Synaptive Medical Inc.

TAB 3

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

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

THE HONOURABLE	)	WEDNESDAY, THE 18 th
)	
JUSTICE 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 [REDACTED] (“**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**”), 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 [REDACTED], 2025 (the “**Third Report**”), 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 affidavit of service of [REDACTED] sworn and 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 9 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;
- (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 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 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.

10. **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.

11. **THIS COURT ORDERS** that, at the Effective Time and without limiting the provisions of paragraph 5 hereof, 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, including without

limiting the generality of the foregoing, all Taxes that could be assessed against the Purchaser or the Applicant (including its affiliates and any predecessor corporations) pursuant to section 325 of the *Excise Tax Act*, R.S.C. 1985 c. E-15, sections 160 and 160.01 of the *Income Tax Act*, R.S.C. 1985 c. 1 (5th Supp.), or any provincial equivalent, in connection with the Applicant or that relate to the transfer of any property or services by the Applicant pursuant to this Order, provided that, as it relates to the Applicant, such release shall not apply to: (a) Taxes in respect of the business and operations conducted by the Applicant after the Effective Time 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.

12. **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.

13. **THIS COURT ORDERS**, for greater certainty, that: (a) nothing in paragraph 12 hereof shall waive, compromise or discharge any obligations of the Applicant or the Purchaser in respect of any Assumed Liabilities; and (b) the designation of any Claim as an Assumed Liability 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 (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, including, but not limited to, all rights with respect to entitlements to set offs or recoupments against such Assumed Liability.

14. **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 12 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.

15. **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.

16. **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;
- (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 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.

17. **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.

18. **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, 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

19. **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.

20. **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 20.

21. **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.

22. **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.

23. **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

24. **THIS COURT ORDERS** that [■] (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.

25. **THIS COURT ORDERS** that the First Director shall not incur any liability as a result of becoming a director or officer of ResidualCo, save and except any liability or obligation incurred as a result of gross negligence or wilful misconduct on their part.

RELEASES

26. **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 or wilful misconduct.

GENERAL

27. **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.

28. **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.

29. **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

30. **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, this Order is

subject to provisional execution and 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.

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

32. **THIS COURT DECLARES** that the Monitor or the Applicant shall be authorized to apply as they may consider necessary or desirable, with or without notice, to any other court, tribunal or administrative body whether in Canada, the United States, the European Union or elsewhere, for orders which aid and 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 and the Monitor as may be deemed necessary or appropriate for that purpose.

33. **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.

34. **THIS COURT ORDERS** that each of the Applicant, ResidualCo and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

35. **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.

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

Schedule “C” – Permitted Encumbrances

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

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

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

Applicant

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

Order
(Approval and Reverse Vesting Order)

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

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

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

Lawyers for Synaptive Medical Inc.

TAB 4

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	WEDNESDAY, THE 18TH
)	
JUSTICE 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
(Stay Extension, Fee Approval and CCAA Termination)**

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) extending the Stay Period up to and including September 30, 2025; (ii) approving the Monitor’s Pre-Filing Report, First Report, Second Report and Third Report (each as defined herein), and the Monitor’s activities, conduct and decisions set out therein; (iii) approving the fees and disbursements of the Monitor and its legal counsel; (iv) terminating this CCAA proceeding and discharging the Monitor at the CCAA Termination Time (as defined below); (v) terminating the Court-ordered charges approved in this CCAA proceeding effective as at the CCAA Termination Time; and (vi) permitting ResidualCo (as defined below) to file for bankruptcy, 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**”), the third report of Richter Inc. (“**Richter**”), in its capacity as Monitor of the Applicant

(in such capacity, the “**Monitor**”), filed (the “**Third Report**”), and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, and those other parties listed on the counsel slip, no one else appearing although duly served as appears from the affidavits of service of [■] sworn [■] and [■], 2025, filed,

SERVICE AND DEFINITIONS

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

STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period is hereby extended up to and including September 30, 2025.

APPROVAL OF MONITOR’S REPORTS

3. **THIS COURT ORDERS** that the pre-filing report of Richter, in its capacity as the proposed Monitor, dated March 18, 2025 (the “**Pre-Filing Report**”), the first report of the Monitor dated March 24, 2025 (the “**First Report**”), the second report of the Monitor dated April 22, 2025 (the “**Second Report**”), and the Third Report, and the activities, conduct and decisions of the Monitor set out therein are hereby ratified and approved, provided that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

APPROVAL OF FEES OF THE MONITOR AND ITS COUNSEL

4. **THIS COURT ORDERS** that the professional fees and disbursements of the Monitor for the period between [■], 2025 and [■], 2025, in the amount of \$[■], plus harmonized sales tax

(“**HST**”) of \$[■], for a total of \$[■], as further set out in the Third Report and the affidavit of Karen Kimel sworn June [■], 2025, attached as Appendix “[■]” to the Third Report, are hereby approved.

5. **THIS COURT ORDERS** that the professional fees and disbursements of McMillan LLP (“**McMillan**”), counsel to the Monitor, for the period between [■], 2025 and [■], 2025, in the amount of \$[■], plus HST of \$[■], for a total of \$[■], as further set out in the Third Report and the affidavit of Tushara Weerasooriya sworn June [■], 2025, attached as Appendix “[■]” to the Third Report, are hereby approved.

6. **THIS COURT ORDERS** that the estimated professional fees and disbursements to the CCAA Termination Time of the Monitor and McMillan in the amount of \$[■], exclusive of HST, as further set out in the Third Report, are hereby approved.

WAGE EARNER PROTECTION PROGRAM ACT

7. **THIS COURT ORDERS** that pursuant to subsections 5(1)(b)(iv) and 5(5) of the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1, effective as of the Effective Time (as defined in the Approval and Reverse Vesting Order dated June 18, 2025), the Applicant meets the criterial prescribed by section 3.2 of the *Wage Earner Protection Program Regulations*, SOR/2008-222.

TERMINATION OF CCAA PROCEEDING

8. **THIS COURT ORDERS** that, upon service by the Monitor of an executed certificate substantially in the form attached hereto as **Schedule “A”** (the “**Termination Certificate**”) on the Service List in this CCAA proceeding certifying that, to the best of the knowledge and belief of the Monitor, all matters to be attended to in connection with this CCAA proceeding have been

completed, the within CCAA proceeding shall be terminated without any other act or formality (the “**CCAA Termination Time**”), save and except as provided in this Order, and provided that nothing herein impacts the validity of any Orders made in this CCAA proceeding or any action or steps taken by any Person pursuant thereto.

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

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

DISCHARGE OF MONITOR

11. **THIS COURT ORDERS** that effective at the CCAA Termination Time, Richter shall be and is hereby discharged from its duties as the Monitor and shall have no further duties, obligations or responsibilities as Monitor from and after the CCAA Termination Time, provided that, notwithstanding its discharge as Monitor, Richter shall have the authority to carry out, complete or address any matters in its role as Monitor that are ancillary or incidental to this CCAA proceeding following the CCAA Termination Time, as may be required or appropriate (“**Monitor Incidental Matters**”).

12. **THIS COURT ORDERS** that, notwithstanding any provision of this Order, the Monitor’s discharge or the termination of this CCAA proceeding, nothing herein shall affect, vary, derogate from, limit or amend, and the Monitor shall continue to have the benefit of, all of the rights, approvals and protections in favour of the Monitor at law or pursuant to the CCAA, the ARIO, or any other Order of this Court in this CCAA proceeding or otherwise, all of which are expressly

continued and confirmed following and after the CCAA Termination Time, including in connection with any Monitor Incidental Matters and other actions taken by the Monitor following the CCAA Termination Time with respect to the Applicant, ResidualCo (as defined below) or this CCAA proceeding.

13. **THIS COURT ORDERS** that effective upon the filing of the Termination Certificate, the Monitor (in its personal and corporate capacity and in its capacity as the Monitor), its counsel, and each of their respective affiliates, officers, directors, partners, employees and agents, as applicable (collectively, the “**Monitor Released Parties**”) are hereby released and forever discharged from any and all Claims that may be made against the Monitor Released Parties that relate to or arise out of any act, omission, transaction, dealing or other occurrence, on or before the date the Termination Certificate is filed with the Court and in respect of these CCAA proceedings, including in carrying out any Monitor Incidental Matters or carrying out the terms of any Order granted in the CCAA proceedings (collectively, the “**Monitor Released Claims**”), and any such Monitor Released Claims are hereby irrevocably and permanently released, stayed, extinguished, and forever barred and the Monitor Released Parties shall have no liability in respect therefore, save and except for any gross negligence or wilful misconduct on the part of the Monitor Released Parties.

ASSIGNMENT IN BANKRUPTCY

14. **THIS COURT ORDERS** that at such time as [■] (“**ResidualCo**”) determines that it is necessary or desirable to do so, including for greater certainty at a time prior to the CCAA Termination Time:

- (a) ResidualCo is hereby authorized to make an assignment in bankruptcy pursuant to *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended; and

- (b) Richter is hereby authorized and empowered, but not obligated, to act as trustee in bankruptcy in respect of ResidualCo.

15. **THIS COURT ORDERS** that the sole director of ResidualCo may resign upon ResidualCo being assigned into bankruptcy and such resignation is hereby authorized and ratified.

GENERAL

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

17. **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 their powers and duties hereunder.

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

19. **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, 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.

20. **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 jurisdictions outside Canada.

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

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

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

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF [■] (“**ResidualCo**”)

TERMINATION CERTIFICATE

RECITALS

1. Richter Inc. (“**Richter**”) was appointed as the Monitor of Synaptive Medical Inc. (“**Synaptive**”), the original Applicant in the within proceeding commenced under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) pursuant to an initial order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated March 19, 2025, as amended and restated by an order of this Court dated March 26, 2025 (as amended and restated, the “**ARIO**”).
2. Pursuant to the Approval and Reverse Vesting Order granted on June 18, 2025 (the “**RVO**”), at the Completion Time (as defined in the RVO), Synaptive will cease to be an applicant in the CCAA proceedings, and ResidualCo will be added as an applicant in the CCAA proceedings.
3. The Transactions described in the Subscription Agreement closed on June [■], 2025, upon delivery of the Monitor’s Certificate.
4. Pursuant to an Order of this Court dated June 18, 2025 (the “**CCAA Termination Order**”), among other things, Richter shall be discharged as the Monitor and the Applicant’s CCAA proceeding shall be terminated upon the service of this Termination Certificate on the service list in this CCAA proceeding, all in accordance with the terms of the CCAA Termination Order.

5. Unless otherwise indicated herein, capitalized terms used in this Termination Certificate shall have the meaning given to them in the ARIO, the RVO or the Termination Order, as applicable.

THE MONITOR CERTIFIES the following:

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

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

DATED at Toronto, Ontario this _____ day of _____, 2025.

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

Per: _____

Name:

Title:

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

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

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

Applicant

***ONTARIO*
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

**Order
(Stay Extension, Fee Approval and
CCAA Termination)**

Torys LLP

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

Adam Slavens (LSO#: 54433J)

416.865.7333 | aslavens@torys.com

Mike Noel (LSO#: 80130F)

416.865.7378 | mnoel@torys.com

Lawyers for Synaptive Medical Inc.

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

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

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

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

**MOTION RECORD
(Motion for Approval and Reverse Vesting Order
and Stay Extension and Termination Order,
returnable June 18, 2025)**

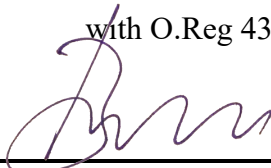
Torys LLP
79 Wellington St. W., Suite 3000
Box 270, TD Centre
Toronto, ON M5K 1N2

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

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

Lawyers for Synaptive Medical Inc.

THIS IS EXHIBIT “G” mentioned and
referred to in the affidavit of
LISA MINAROVICH
SWORN before me via video conference
by the affiant in the City of Brampton, in the
Regional Municipality of Peel,
in the City of Toronto, in the Province of Ontario
on this 17th day of September, 2025 in accordance
with O.Reg 431/20.



A COMMISSIONER FOR TAKING AFFIDAVITS

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	WEDNESDAY, THE 18TH
)	
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
(Stay Extension and Fee Approval)**

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) extending the Stay Period up to and including September 30, 2025; (ii) approving the Monitor’s Pre-Filing Report, First Report, Second Report and Third Report (each as defined herein), and the Monitor’s activities, conduct and decisions set out therein; (iii) approving the fees and disbursements of the Monitor and its legal counsel; and (iv) permitting ResidualCo (as defined below) to file for bankruptcy, 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 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, and those other parties listed on the counsel slip, no one else appearing although duly served as appears from the

lawyer's certificates of service of Mike Noel 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 capitalized terms used in this Order and not otherwise defined herein shall have the meaning ascribed to them in the amended and restated initial order dated March 26, 2025 (as may be further amended and restated from time to time, the "**ARIO**").

STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period is hereby extended up to and including September 30, 2025.

APPROVAL OF MONITOR'S REPORTS

3. **THIS COURT ORDERS** that the pre-filing report of Richter, in its capacity as the proposed Monitor, dated March 18, 2025 (the "**Pre-Filing Report**"), the first report of the Monitor dated March 24, 2025 (the "**First Report**"), the second report of the Monitor dated April 22, 2025 (the "**Second Report**"), and the Third Report, and the activities, conduct and decisions of the Monitor set out therein are hereby ratified and approved, provided that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

APPROVAL OF FEES OF THE MONITOR AND ITS COUNSEL

4. **THIS COURT ORDERS** that the professional fees and disbursements of the Monitor for the period between March 7, 2025 and June 6, 2025, in the amount of \$367,030.16, plus harmonized sales tax ("**HST**") of \$47,737.83, for a total of \$414,767.99, as further set out in the

Third Report and the affidavit of Karen Kimel sworn June 13 2025, attached as Appendix “C” to the Third Report, are hereby approved.

5. **THIS COURT ORDERS** that the professional fees and disbursements of McMillan LLP (“**McMillan**”), counsel to the Monitor, for the period between March 11, 2025 and June 9, 2025, in the amount of \$241,612.81, plus HST of \$31,401.35, for a total of \$273,014.16, as further set out in the Third Report and the affidavit of Tushara Weerasooriya sworn June 13, 2025, attached as Appendix “D” to the Third Report, are hereby approved.

ASSIGNMENT IN BANKRUPTCY

6. **THIS COURT ORDERS** that at such time as 1001270243 Ontario Inc. (“**ResidualCo**”) determines that it is necessary or desirable to do so:

- (a) ResidualCo is hereby authorized to make an assignment in bankruptcy pursuant to *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended; and
- (b) Richter is hereby authorized and empowered, but not obligated, to act as trustee in bankruptcy in respect of ResidualCo.

GENERAL

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

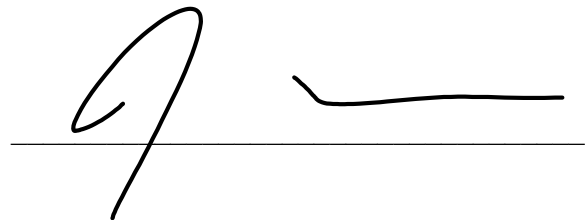
8. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of their powers and duties hereunder.

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

10. **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, 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.

11. **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 jurisdictions outside Canada.

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

A handwritten signature, consisting of a large loop followed by a vertical stroke, is written over a horizontal line. To the right of the signature, there is a short, horizontal, slightly wavy line.

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

**Order
(Stay Extension and Fee Approval)**

Torys LLP

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

Adam Slavens (LSO#: 54433J)

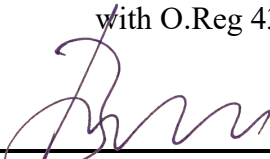
416.865.7333 | aslavens@torys.com

Mike Noel (LSO#: 80130F)

416.865.7378 | mnoel@torys.com

Lawyers for Synaptive Medical Inc.

THIS IS EXHIBIT “H” mentioned and
referred to in the affidavit of
LISA MINAROVICH
SWORN before me via video conference
by the affiant in the City of Brampton, in the
Regional Municipality of Peel,
in the City of Toronto, in the Province of Ontario
on this 17th day of September, 2025 in accordance
with O.Reg 431/20.



A COMMISSIONER FOR TAKING AFFIDAVITS

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 11:43 a.m. (E.T.) on June 26, 2025.

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

Per: 

Name: Karen Kimel

Title: Senior Vice President



Civil Submissions Online

Confirmation

Thank you for submitting document(s) through the Portal for filing and/or issuance with the Superior Court of Justice in your civil (or Divisional Court) proceeding.

You will be notified by the Court Registrar about whether your document(s) have been accepted for filing and/or issuance. This notice will be sent to you by email **within 3 business days**. Your credit/debit card will only be charged once the filing has been accepted.

If your documents are rejected, you will receive an email from the court office to tell you they have not been filed, the reason(s) for the rejection, and confirming that your credit/debit card has not been charged.

If you need to file or issue documents for a court hearing that is 3 business days or less away or you need to meet a timeline for a step in the proceeding established by legislation, court rules, court practice direction or a court order and the timeline is 3 business days or less away, your request may not be processed in time. Contact the court office for more information.

Please ensure that your computer system can accept emails from the court (for example, by adjusting your spam filter to ensure that you receive all emails from court staff with "@ontario.ca" addresses). If you are expecting an email and have not received one, please check your junk mail folder before contacting the court office.

Court file number

CV-25-00739279-00CL

Submitted to the Superior Court of Justice in

Toronto

Confirmation number

3254594

Date and time

26-Jun-2025 12:22 PM

Document(s) submitted

File Name

Monitor's Certificate - Toronto Commercial List only

Monitor's Certificate - Richter Inc._ Monitor - Synaptive Medical - 26-JUN-2025 .pdf

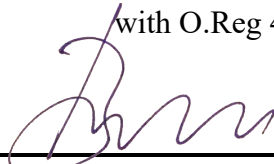
Case specific questions and questions about your submission should be directed to the court office where your documents were submitted.

You can find a list of courthouse addresses and phone numbers on the Ministry of the Attorney General's website.

To help us improve our services, please provide us with feedback on your online experience. The information collected is for research purposes only. Your responses are completely confidential.

[Rate Our Service](#)

THIS IS EXHIBIT "I" mentioned and
referred to in the affidavit of
LISA MINAROVICH
SWORN before me via video conference
by the affiant in the City of Brampton, in the
Regional Municipality of Peel,
in the City of Toronto, in the Province of Ontario
on this 17th day of September, 2025 in accordance
with O.Reg 431/20.



A COMMISSIONER FOR TAKING AFFIDAVITS



SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-25-00739279-00CL

DATE: August 6, 2025

NO. ON LIST: 5

TITLE OF PROCEEDING:

1001270243 Ontario Inc. vs. BDC Capital, et al

BEFORE: Justice J. Dietrich

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Adam Slavens, Counsel	CCAA Debtor	aslavens@torys.com
Mike Noel, Counsel	ResidualCo	mnoel@torys.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Karen Kimel, Monitor	McMillan	kkimel@richter.ca
Stephen Brown-Okruhlik - Counsel to the Monitor		Stephen.brown-okruhlik@mcmillan.ca
Tushara Weerasooriya, Counsel to the Monitor		Tushara.weerasooriya@mcmillan.ca

Spencer Klug, Counsel to the Monitor		Spencer.klug@mcmillan.ca
Walter Kravchuk, Attorney General of Canada	Counsel to Employment and Social Development	Walter.kravchuk@justice.gc.ca
Jake Norris, Attorney General of Canada		Jake.norris@justice.c.ca
Jennifer Caruso, Counsel	Export Development, formerly DIP Lender	jcaruso@fasken.com
Christie Kedzior	Former Employee of Synaptive Medical USA Inc.	ckedzior@gmail.com

ENDORSEMENT OF JUSTICE J. DIETRICH:

Introduction

[1] 1001253954 Ontario Inc., “ResidualCo” became subject to protection under the Companies' Creditors Arrangement Act following the closing of a reverse vesting transaction involving the original CCAA applicant Synaptive Medical Inc. (Synaptive) on June 26, 2025.

[2] ResidualCo now seeks an order, among other things: (i) terminating this CCAA proceeding upon the Monitor filing a certificate confirming that the remaining matters in this CCAA proceeding have been completed; (ii) approving the activities, fees and disbursements of the Monitor and its counsel; and (iii) providing the Monitor and Dylan White, the director of ResidualCo whose appointment was approved in the RVO, with customary releases.

[3] ResidualCo also seeks to schedule Synaptive’s motion for a declaration that Synaptive meets the criteria prescribed by section 3.2 of the Wage Earner Protection Program Regulations, SOR/2008-222. Synaptive originally sought this relief in connection with a motion returnable June 18, 2025 but agreed to adjourn the issue due to opposition from the Attorney General.

[4] A former employee of Synaptive Medical USA, Inc. (“**Synaptive USA**”), Christie Kedzior appeared expressing concern that the proposed order released her claims as a former employee of Synaptive USA. Counsel for ResidualCo and the Monitor confirmed that was not the intent and language was added to the draft order to confirm that.

[5] There is no other opposition to the relief sought by ResidualCo today.

[6] Defined terms not otherwise defined herein have the meaning provided for in the factum of ResidualCo filed for use on this motion.

Background

[7] On March 19, 2025, this Court granted Synaptive protection under the CCAA by way of an initial order. That order granted Synaptive customary “day 1” relief, including the appointment of Richter Inc. (“**Richter**”) as the monitor (in such capacity, the “**Monitor**”), a stay of proceedings, authorization to make an initial draw from a DIP facility and customary charges.

[8] On March 26, 2025, following the comeback hearing, the Court granted an amended and restated initial order expanding the relief under the initial order and extending the stay of proceedings to June 20, 2025. That

same day, this Court also granted an order, among other things, approving a sale and investment solicitation process (the “**SISP**”) in respect of Synaptive and/or its assets.

[9] On June 18, 2025, I granted Synaptive a reverse vesting order (the “**RVO**”) that, among other things, approved and implemented the successful bid under the SISP—a subscription agreement (the “**Subscription Agreement**”) with 1001253954 Ontario Inc. (the “**Purchaser**”)—under a “reverse vesting” structure. The same day, I also granted an ancillary order (the “**Ancillary Order**”) that, among other things: (i) extended the stay of proceeding to September 30, 2025; (ii) approved the Monitor’s reports and the Monitor’s activities described therein; and (iii) approved the fees and disbursements of the Monitor and its legal counsel incurred to June 6 and June 9, 2025, respectively.

[10] The Subscription Agreement successfully closed on June 26, 2025.

Issues

[11] The issues to be determined are whether the Court should (a) approve, the Monitor’s report and fees of the Monitor and its counsel; (b) order the termination of the CCAA Proceeding upon the Monitor filing a certificate confirming the remaining activities have been completed, and grant the requested release; and (c) set a schedule for the WEPPA determination motion.

Analysis

[12] ResidualCo seeks approval of the Fourth Report that was prepared in connection with this motion and the conduct and activities of the Monitor described therein.

[13] The request to approve the Fourth Report is not unusual and there are good policy and practical reasons for doing so: see *Laurentian University of Sudbury*, 2022 ONSC 2927 [*Laurentian*] at paras. 13-14, citing *Target Canada Co. (Re)*, 2015 ONSC 7574 at paras. 2, 12, 22.

[14] No opposition to the approval of the Fourth Report 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.

[15] ResidualCo also seeks approval of the fees and disbursements of the Monitor and McMillan incurred since those approved by the Ancillary Order for the time period up to July 18, 2025 as well as additional estimated fees to complete of \$65,000 plus HST. Those fees are detailed in the Fourth Report. As set out in *Laurentian* at para 9, this Court’s role on a motion to pass accounts is to evaluate those accounts on the “overriding principle of reasonableness”. In considering this guiding principle, the fees of the Monitor and its counsel are appropriate and are approved.

[16] The proposed order also contemplates that this CCAA proceeding will be terminated upon the Monitor filing a termination certificate in accordance with that order. Given ResidualCo does not have any material assets, the only anticipated remaining activities to be completed in this CCAA proceeding are: (i) this Court’s adjudication of the WEPP Motion; (ii) the Monitor’s final distributions of funds; (iii) the bankruptcy of ResidualCo (which this Court previously authorized in the RVO); and (iv) administrative matters related to the termination of this CCAA proceeding.

[17] Given the limited additional matters to be addressed, the relief requested by ResidualCo in this regard is appropriate.

[18] The proposed order also contemplates that upon filing of the termination certificate, Richter will be released and discharged as the Monitor, and each of the Court-ordered charges will be discharged. Additionally,

the First Director would be released and discharged from any claims against him arising from his role in such capacity.

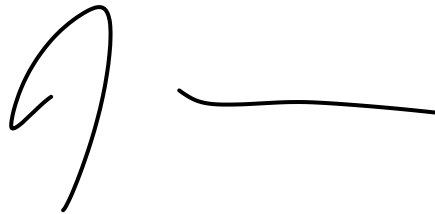
[19] With respect to the Court-ordered charges, counsel advises that the beneficiaries of the Administration Charge, the Directors' Charge and the DIP Lenders' Charge have been served and have not opposed the relief requested. As for the KERP Charge, the Monitor confirmed that all amount to be paid under the KERP have in fact been paid. Accordingly, the requested termination of the Charges is appropriate.

[20] In *Lydian International Limited (Re)*, 2020 ONSC 4006, para 54, Chief Justice Morawetz set out a list of non-exhaustive factors for this Court to consider when determining if a release is appropriate. In considering those factors, I am satisfied that the requested release is appropriate in the circumstances.

[21] The parties have agreed on a timetable for the hearing of the WEPP motion which is incorporated into the revised order. A hearing is scheduled for one full day on November 12, 2025 (in person). Counsel advises that a similar matter is currently before the Quebec Court of Appeal and is scheduled to be heard at the end of September, 2025. To the extent that a case conference is required prior to the scheduled hearing to address any issues that may arise, including with respect a release of the Quebec Court of Appeal decision, a case conference may be arranged through the Commercial List Office.

Disposition

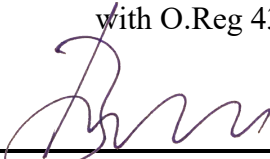
[22] Order to go in the form signed by me this day.

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a horizontal line.

Justice J. Dietrich

August 6, 2025

THIS IS EXHIBIT “J” mentioned and
referred to in the affidavit of
LISA MINAROVICH
SWORN before me via video conference
by the affiant in the City of Brampton, in the
Regional Municipality of Peel,
in the City of Toronto, in the Province of Ontario
on this 17th day of September, 2025 in accordance
with O.Reg 431/20.



A COMMISSIONER FOR TAKING AFFIDAVITS

Ministry of Public and
Business Service Delivery

Profile Report

SYNAPTIVE MEDICAL INC. as of September 16, 2025

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.

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 KUNAKORN ATCHANEYASAKUL
Address for Service 5055 Satellite Drive, Unit 1, Mississauga, Ontario, L4W5K7,
Canada
Resident Canadian No
Date Began June 26, 2025

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

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

Name WILLAIM ENGELS
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

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.

Name
Address for Service

MICHAEL TEACHER
5055 Satellite Drive, Unit 1, Mississauga, Ontario, L4W5K7,
Canada

Resident Canadian
Date Began

No
August 07, 2025

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.

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	CAMERON PIRON
Position	President
Address for Service	5055 Satellite Drive, Unit 1, Mississauga, Ontario, L4W5K7, Canada
Date Began	February 08, 2013

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

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.

Corporate Name History

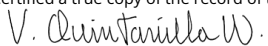
Name

SYNAPTIVE MEDICAL INC.

Effective Date

April 30, 2012

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



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.

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

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.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled 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

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.

Document List

Filing Name	Effective Date
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 PAF: Gloria CHIU	March 23, 2022
CIA - Notice of Change	February 09, 2022

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.

PAF: Gloria CHIU

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
PAF: PETER DANS - DIRECTOR

July 22, 2018

CIA - Notice of Change

October 11, 2017

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.

PAF: DANIEL MILLAR - OTHER

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

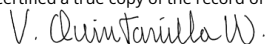
CIA - Notice of Change
PAF: JEAN D. DUGUAY - OTHER

August 19, 2013

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

May 11, 2012

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



Director/Registrar

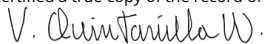
This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, 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.

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.



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.

THIS IS EXHIBIT “K” mentioned and
referred to in the affidavit of
LISA MINAROVICH
SWORN before me via video conference
by the affiant in the City of Brampton, in the
Regional Municipality of Peel,
in the City of Toronto, in the Province of Ontario
on this 17th day of September, 2025 in accordance
with O.Reg 431/20.



A COMMISSIONER FOR TAKING AFFIDAVITS

Ministry of Public and
Business Service Delivery

Profile Report

SYNAPTIVE MEDICAL HOLDINGS INC. as of September 17, 2025

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	SYNAPTIVE MEDICAL HOLDINGS INC.
Ontario Corporation Number (OCN)	1001253954
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	May 30, 2025
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.

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 KUNAKORN ATCHANEYASAKUL
Address for Service 5055 Satellite Drive, Unit 1, Mississauga, Ontario, L4W5K7,
Canada
Resident Canadian No
Date Began June 26, 2025

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

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

Name WILLIAM ENGELS
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

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.

Name
Address for Service

MICHAEL TEACHER
5055 Satellite Drive, Unit 1, Mississauga, Ontario, L4W5K7,
Canada

Resident Canadian
Date Began

No
August 07, 2025

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.

Active Officer(s)

Name MAGNUS MOMSEN
Position Chief Financial Officer
Address for Service 5055 Satellite Drive, Unit 1, Mississauga, Ontario, L4W5K7,
Canada
Date Began August 07, 2025

Name MAGNUS MOMSEN
Position Treasurer
Address for Service 5055 Satellite Drive, Unit 1, Mississauga, Ontario, L4W5K7,
Canada
Date Began August 07, 2025

Name CAMERON PIRON
Position President
Address for Service 5055 Satellite Drive, Unit 1, Mississauga, Ontario, L4W5K7,
Canada
Date Began August 07, 2025

Name DYLAN WHITE
Position Secretary
Address for Service 5055 Satellite Drive, Unit 1, Mississauga, Ontario, L4W5K7,
Canada
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

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.

Corporate Name History**Name**

SYNAPTIVE MEDICAL HOLDINGS INC.

Effective Date

July 28, 2025

Previous Name

1001253954 ONTARIO INC.

Effective Date

May 30, 2025

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.

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

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.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled 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

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.

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: DYLAN WHITE	August 13, 2025
BCA - Articles of Amendment	July 28, 2025
CIA - Notice of Change PAF: JOSHUA BERNSTOCK	June 26, 2025
BCA - Articles of Amendment	June 25, 2025
CIA - Notice of Change PAF: TIMOTHY MACREADY	June 06, 2025
BCA - Articles of Amendment	June 06, 2025
CIA - Initial Return PAF: TIMOTHY MACREADY	June 06, 2025
BCA - Articles of Incorporation	May 30, 2025

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.

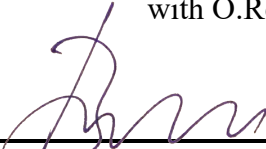
Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

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.

THIS IS EXHIBIT “L” mentioned and
referred to in the affidavit of
LISA MINAROVICH
SWORN before me via video conference
by the affiant in the City of Brampton, in the
Regional Municipality of Peel,
in the City of Toronto, in the Province of Ontario
on this 17th day of September, 2025 in accordance
with O.Reg 431/20.

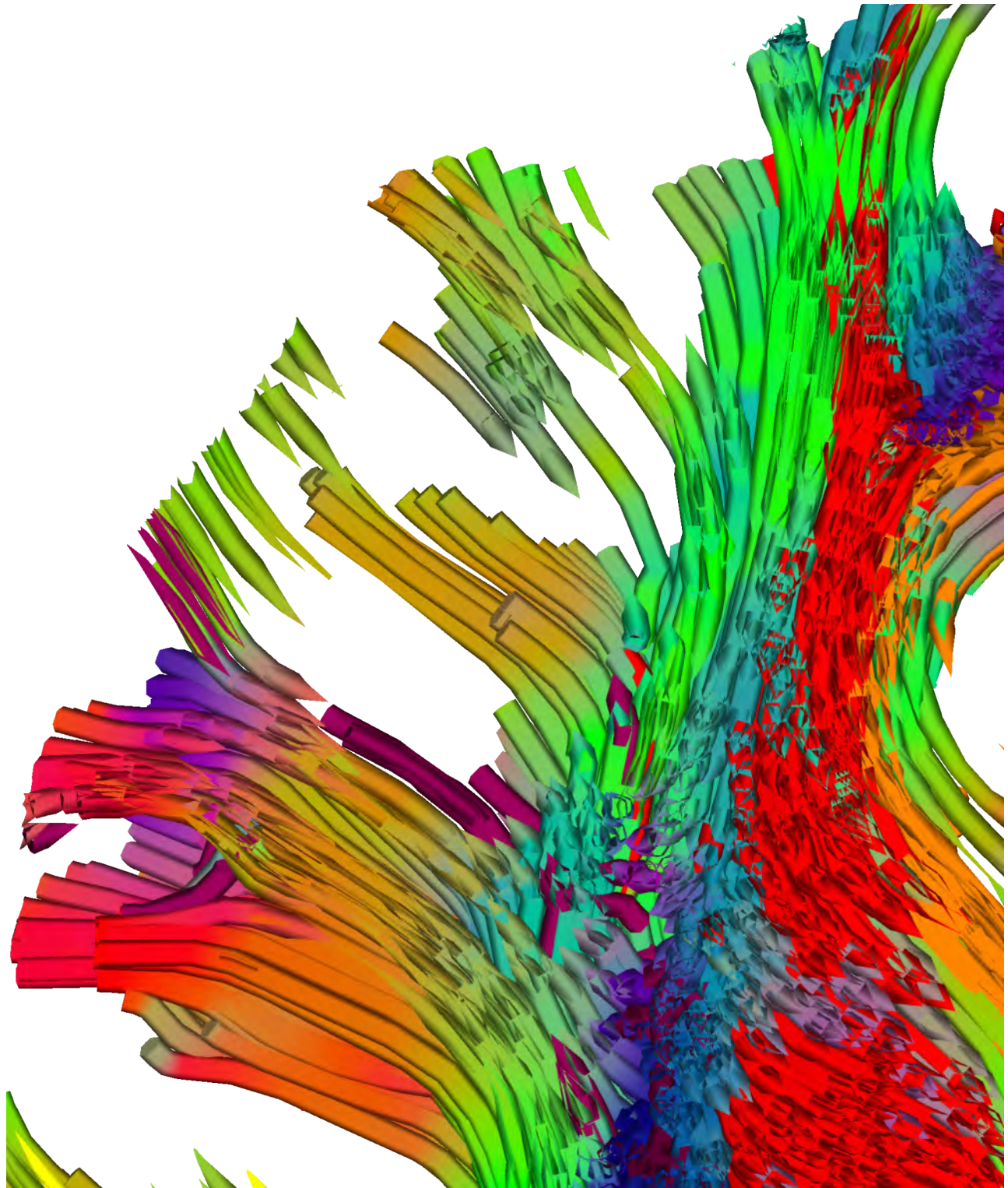


A COMMISSIONER FOR TAKING AFFIDAVITS

ABOUT SYNAPTIVE

Visible Innovation for Better Care

Synaptive is solving surgical, imaging and data challenges to improve the quality of human lives.



Visible Innovation for Better Care

Synaptive Medical is a global Med Tech and technology company solving surgical, imaging and data challenges to improve the quality of human lives.

We unite MRI, surgical planning and navigation, robotic automation, digital microscopy and informatics solutions to support neuro, spine, ENT and plastics/reconstructive procedures with the aim of helping you see patients in ways you never have before.

Redefining Precision in Surgical and Imaging Visualization.

From our foundation in 2012 by a team of focused and passionate engineers, our shared vision to revolutionize the fields of imaging, surgical planning and navigation, and intervention is what drives our 200+ inquisitive team members. Our product portfolio offers novel patient insights with automation and simplicity, from a tractography model produced within seconds to the leading robotic exoscope on the market providing surgical visualization with unparalleled clarity and precision, to a one-button-push MRI, all helping you to focus on your patient.

Our culture of discovery, delivery and disruptiveness sets us apart. We are a team spread across 16 countries that work alongside our customers to deliver better insights and tools to keep people healthier. Together we never stop pushing at the boundaries to find new ways to treat the most challenging and complex cases.

Leadership team

Board of directors

Contact us

We can help you:

- Understand our products and offerings
- Build a business case for your institution



1-844-462-7246



EMAIL US



RESEARCH QUALITY MEDIA KIT ACCESSIBILITY TERMS OF USE PRIVACY
SYNAPTIVE PRODUCT USER MANUALS

© Synaptive Medical, 2012–2023. All rights reserved.

Use of this website is subject to our terms of use and privacy policy. Images and video are for demonstrative purposes only. The corporate logos, trademarks, trade names and products contained on this website are owned by Synaptive Medical Inc. or its subsidiaries and are protected by law in Canada, the United States and internationally. Other product and company names mentioned may be trademarks or trade names of their respective owners. Patents pending. Please contact Synaptive Medical for information on regulatory clearance status of our products in your jurisdiction.

Cameron Piron

President



Meet Cameron Piron, Cofounder and President of Synaptive Medical.

Cameron Piron is an industry-recognized leader and innovator in image-guided surgery. Prior to co-founding [Synaptive Medical](#), Cameron was President and Co-Founder of Sentinelle Medical, a medical device company that developed and manufactured advanced MRI-based breast imaging technologies. Sentinelle grew to over 200 employees and over \$20 million in revenues before being acquired by Hologic Inc., in 2010.

Cameron studied systems design engineering at the University of Waterloo, followed by a graduate degree at the University of Toronto in medical biophysics. His awards include the Ontario Premier's Catalyst Award for Best Young Innovator in 2008; the University of Waterloo's Alumni Achievement medal in 2009 for leading Sentinelle Medical in researching and manufacturing leading-edge MRI technologies that allow [physicians to diagnose breast cancer](#) and other medical conditions faster and more accurately; being named to [Canada's Top 40 Under 40™](#) list in 2009, which was established by Caldwell Partners and celebrates the achievements of young Canadians in the private, public and non-profit sectors; and being the first Canadian ever to win R&D Magazine's Innovator of the Year award in 2008. In 2015, Cameron was named one of the Fast Company's Most Creative People, was recognized for his leadership in 2016 when Synaptive was named Life Sciences Ontario's Company of the Year, and was named a finalist for the 2017 Bloom Burton Award in recognition of his contributions to the Canadian healthcare industry.

Cameron currently serves as President and Co-founder of Synaptive Medical and sits on the Board of Directors as a chair.



Contact us

We can help you:

- Understand our products and offerings
- Build a business case for your institution



1-844-462-7246



EMAIL US



RESEARCH QUALITY MEDIA KIT ACCESSIBILITY TERMS OF USE PRIVACY
SYNAPTIVE PRODUCT USER MANUALS

© Synaptive Medical, 2012–2023. All rights reserved.

Use of this website is subject to our terms of use and privacy policy. Images and video are for demonstrative purposes only. The corporate logos, trademarks, trade names and products contained on this website are owned by Synaptive Medical Inc. or its subsidiaries and are protected by law in Canada, the United States and internationally. Other product and company names mentioned may be trademarks or trade names of their respective owners. Patents pending. Please contact Synaptive Medical for information on regulatory clearance status of our products in your jurisdiction.

By continuing to browse this site, you agree to our use of cookies.

Magnus Momsen

Chief Financial Officer



Meet Magnus Momsen, Chief Financial Officer, Synaptive Medical.

Magnus joined [Synaptive Medical](#) in January 2022 as Chief Financial Officer (CFO) with over 20-years of finance, accounting and leadership experience focused in the medical equipment sector. Prior to joining Synaptive, Magnus spent eleven years with Varian Medical Systems, the world's leading supplier of radiation therapy equipment, software and accessories for cancer treatment, most recently as their CFO during the closing of its purchase by Siemens for \$16 billion. During his time at Varian, he rolled out their imaging components division listing it as a standalone public company. Prior to his role as CFO at Varian, Magnus served as a Chief Accounting Officer for four years and held various other finance roles of increasing responsibility. Prior to his eleven year tenure at Varian, he spent 13 years in the life-science and venture capital group at [PriceWaterhouseCooper](#), including leading several initial public offering's in the health care space.

Magnus received a Bachelor of Arts in Economics from the University of California and a Masters in Accounting from San Jose State University. Magnus is a California licensed Chartered Professional Accountant.



Contact us

We can help you:

- Understand our products and offerings
- Build a business case for your institution

[1-844-462-7246](tel:1-844-462-7246)[EMAIL US](#)

[RESEARCH](#) [QUALITY](#) [MEDIA KIT](#) [ACCESSIBILITY](#) [TERMS OF USE](#) [PRIVACY](#)
[SYNAPTIVE PRODUCT USER MANUALS](#)

© Synaptive Medical, 2012–2023. All rights reserved.

Use of this website is subject to our terms of use and privacy policy. Images and video are for demonstrative purposes only. The corporate logos, trademarks, trade names and products contained on this website are owned by Synaptive Medical Inc. or its subsidiaries and are protected by law in Canada, the United States and internationally. Other product and company names mentioned may be trademarks or trade names of their respective owners. Patents pending. Please contact Synaptive Medical for information on regulatory clearance status of our products in your jurisdiction.

Dylan White

Chief Legal Officer



Meet Dylan White, Chief Legal Officer, Synaptive Medical.

Dylan brings over a decade of corporate and intellectual property experience to Synaptive Medical. Dylan joined Synaptive in 2015 and has held roles of increasing responsibility, being promoted to General Counsel in 2019. Prior to joining Synaptive, Dylan served as an Associate Lawyer at Baldwin Sennecke Halman LLP, a law firm active in various areas of transactional and litigation law, where he was responsible for corporate and commercial law. Prior to that, Dylan spent two years as General Counsel at Atria Development Corporation, a residential, commercial and industrial real estate development company, where he oversaw and directed legal issues across all departments.

Dylan earned his both his bachelor of engineering and bachelor of laws from Dalhousie University in Nova Scotia.



Contact us

We can help you:

- Understand our products and offerings
- Build a business case for your institution



1-844-462-7246

[EMAIL US](#)

[RESEARCH](#) [QUALITY](#) [MEDIA KIT](#) [ACCESSIBILITY](#) [TERMS OF USE](#) [PRIVACY](#)
[SYNAPTIVE PRODUCT USER MANUALS](#)

© Synaptive Medical, 2012–2023. All rights reserved.

Use of this website is subject to our terms of use and privacy policy. Images and video are for demonstrative purposes only. The corporate logos, trademarks, trade names and products contained on this website are owned by Synaptive Medical Inc. or its subsidiaries and are protected by law in Canada, the United States and internationally. Other product and company names mentioned may be trademarks or trade names of their respective owners. Patents pending. Please contact Synaptive Medical for information on regulatory clearance status of our products in your jurisdiction.

Shawn Campbell

Senior Vice President, Operations



Meet Shawn Campbell, Senior Vice President Operations, Synaptive Medical.

Shawn leads a cross functional team of 85 people covering Field Services, Clinical Applications, IT and Security, Facilities, Manufacturing, and Supply Chain. His role touches upon product lifecycle support, driving growth, customer experience, process efficiencies, and overseeing the smooth operations of these departments to make the organization's activities streamlined and efficient, while ensuring customer expectations are achieved along with the company's continued growth and success.

Prior to joining Synaptive in December 2021, Shawn served as VP Operations at [KA Imaging](#), and also as VP Operations at [Neurologix Technologies](#). Prior to these roles, Shawn spent 25 years with the General Electric Company in its industrial and automation businesses with the last 20 years working for GE Healthcare in Canada, USA and Globally. During his 25 years with GE, Shawn served in a variety of roles including leadership roles in GE's Industrial and Automation businesses as a Field Service Representative and Business Development Manager across a variety of marketplaces. In GE Healthcare, he held leadership roles in the areas of services, applications, project management, supply chain, aftermarket sales and marketing. Shawn furthered his leadership as a global executive overseeing key business initiatives such as driving productivity across a global service portfolio and leveraging AI principles in advanced remote troubleshooting for service.

Shawn is a graduate of Humber College and has had the opportunity to grow his experience, expertise and leadership through the coaching, mentorship, and investment of several extraordinary people over his career.



Contact us

We can help you:

- Understand our products and offerings
- Build a business case for your institution



1-844-462-7246



EMAIL US



RESEARCH QUALITY MEDIA KIT ACCESSIBILITY TERMS OF USE PRIVACY
SYNAPTIVE PRODUCT USER MANUALS

© Synaptive Medical, 2012–2023. All rights reserved.

Use of this website is subject to our terms of use and privacy policy. Images and video are for demonstrative purposes only. The corporate logos, trademarks, trade names and products contained on this website are owned by Synaptive Medical Inc. or its subsidiaries and are protected by law in Canada, the United States and internationally. Other product and company names mentioned may be trademarks or trade names of their respective owners. Patents pending. Please contact Synaptive Medical for information on regulatory clearance status of our products in your jurisdiction.

Michael McDonald

Vice President, Quality and Regulatory Affairs



Meet Michael McDonald, Vice President Quality and Regulatory Affairs, Synaptive Medical.

Bringing forth a robust portfolio of over 20 years of experience, Michael is an industry expert in the medical device space focusing on quality, business process improvement and compliance. Prior to joining Synaptive Medical, Michael held several senior leadership positions including, Principal at Med Device Consulting, Vice President of Quality and Business Process Management at Intelligent Mechatronics Systems and Director of Quality for GE Healthcare Canada. The breadth of Michael's experience spans both ends of the spectrum, from leading within conglomerate companies such as SCIEX (a Danaher operating company) to serving as a trusted advisor and client services lead to Fortune 500 multinational corporations in the life science and medical device industries. Groomed by the likes of GE, Danaher and Deloitte, Michael's strategic leadership at Synaptive includes leading Quality & Regulatory Affairs and System Test. Over his career Michael has been the recipient of a number of awards, including the GE Healthcare collaborative leadership award and where he also represented GE as the Canadian member on medical imaging, radiation therapy, healthcare IT, electro medical and radiopharmaceutical manufacturers and MDSAP sub-committee.

Michael holds a graduate certificate in statistical process control from the University of Toronto faculty of engineering. He is a certified lead QMS assessor, six sigma certified, a trained management consultant, and holds a DBS leadership certificate from Danaher.



Contact us

We can help you:

- Understand our products and offerings
- Build a business case for your institution



1-844-462-7246



EMAIL US



RESEARCH QUALITY MEDIA KIT ACCESSIBILITY TERMS OF USE PRIVACY
SYNAPTIVE PRODUCT USER MANUALS

© Synaptive Medical, 2012–2023. All rights reserved.

Use of this website is subject to our terms of use and privacy policy. Images and video are for demonstrative purposes only. The corporate logos, trademarks, trade names and products contained on this website are owned by Synaptive Medical Inc. or its subsidiaries and are protected by law in Canada, the United States and internationally. Other product and company names mentioned may be trademarks or trade names of their respective owners. Patents pending. Please contact Synaptive Medical for information on regulatory clearance status of our products in your jurisdiction.

Alex Panther

VP, R&D, MRI



Meet Alex Panther, Vice President R&D MRI, Synaptive Medical.

Alex brings over 15 years of engineer design and product development experience, with a focus on RF, to Synaptive Medical. Alex joined Synaptive in 2013 as Program Manager and was promoted to Director of R&D for MRI in 2018. Prior to joining Synaptive, Alex served as an RF Engineer at Sentinelle Medical, a medical device company focused on MR imaging of breast and prostate cancer, where he was responsible for design and development of advanced hardware design and development for MRI coils. Alex also served as an RF Engineer at Nanowave Technologies, a worldwide leading provider of components and subsystems for microwave sensing and communications, where he was responsible for design and development of high power pulsed amplifiers for aerospace and defense applications.

Alex earned a Bachelor of Science degree from the University of Ottawa and a Master of Science degree from Carleton University.



Contact us

We can help you:

- Understand our products and offerings
- Build a business case for your institution

[1-844-462-7246](tel:1-844-462-7246)[EMAIL US](#)

[RESEARCH](#) [QUALITY](#) [MEDIA KIT](#) [ACCESSIBILITY](#) [TERMS OF USE](#) [PRIVACY](#)
[SYNAPTIVE PRODUCT USER MANUALS](#)

© Synaptive Medical, 2012–2023. All rights reserved.

Use of this website is subject to our terms of use and privacy policy. Images and video are for demonstrative purposes only. The corporate logos, trademarks, trade names and products contained on this website are owned by Synaptive Medical Inc. or its subsidiaries and are protected by law in Canada, the United States and internationally. Other product and company names mentioned may be trademarks or trade names of their respective owners. Patents pending. Please contact Synaptive Medical for information on regulatory clearance status of our products in your jurisdiction.

Kyle D'Arcey

Senior Director, Product Management



Meet Kyle D'Arcey, Senior Product Director, Synaptive Medical.

Kyle brings over twelve years of product management and marketing experience in the medical device industry to Synaptive, with a focus on bringing innovative surgical visualization solutions to market. Kyle joined Synaptive in 2017 as a Product Manager, where he was then promoted to Senior Marketing Manager in 2019 before being promoted to Director of Product Management for surgical systems in 2020 then Senior Product Management Director in 2023. Prior to joining Synaptive, Kyle served as Product Manager at ConMed, a global medical technology company, where he was responsible for developing and commercializing the latest advancements for the organization's Endoscopy division. Kyle also served as Product Manager at Cardinal Health, an integrated healthcare services and products company, where he managed a portfolio of surgical OR products.

Kyle earned both his Honours Bachelor of Science degree and Master of Business Administration from McMaster University.



Contact us

We can help you:

- Understand our products and offerings
- Build a business case for your institution

[1-844-462-7246](tel:1-844-462-7246)[EMAIL US](#)

[RESEARCH](#) [QUALITY](#) [MEDIA KIT](#) [ACCESSIBILITY](#) [TERMS OF USE](#) [PRIVACY](#)
[SYNAPTIVE PRODUCT USER MANUALS](#)

© Synaptive Medical, 2012–2023. All rights reserved.

Use of this website is subject to our terms of use and privacy policy. Images and video are for demonstrative purposes only. The corporate logos, trademarks, trade names and products contained on this website are owned by Synaptive Medical Inc. or its subsidiaries and are protected by law in Canada, the United States and internationally. Other product and company names mentioned may be trademarks or trade names of their respective owners. Patents pending. Please contact Synaptive Medical for information on regulatory clearance status of our products in your jurisdiction.

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

IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SYNAPTIVE MEDICAL
INC. TECHNOLOGIES INC. (the "Applicant")

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at Toronto

AFFIDAVIT OF LISA MINAROVICH
SWORN SEPTEMBER 17, 2025

ATTORNEY GENERAL OF CANADA
Department of Justice Canada
National Litigation Sector
Ontario Regional Office
120 Adelaide Street West, Suite 400
Toronto, ON, M5H 1T1

Per: Walter Kravchuk LSO#: 57160U
Emily Atkinson LSO#: 76906B
Jake Norris LSO#: 89466J

Tel: 365-375-2752

Email: walter.kravchuk@justice.gc.ca

Counsel for the Attorney General of Canada

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

**IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SYNAPTIVE MEDICAL
INC. TECHNOLOGIES INC.** (the "Applicant")

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at Toronto

**RESPONDING MOTION RECORD OF THE
ATTORNEY GENERAL OF CANADA**

ATTORNEY GENERAL OF CANADA

Department of Justice Canada
National Litigation Sector
Ontario Regional Office
121 Adelaide Street West, Suite 400
Toronto, ON, M5H 1T1

Per: Walter Kravchuk LSO#: 57160U
Emily Atkinson LSO#: 76906B
Jake Norris LSO#: 89466J

Tel: 365-375-2752

Email: walter.kravchuk@justice.gc.ca

Counsel for the Attorney General of Canada