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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 10TH
	)	
JUSTICE J DIETRICH	)	DAY OF JULY, 2026

B E T W E E N:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

SYNAPTIVE MEDICAL INC.

Respondent

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

APPROVAL AND REVERSE VESTING ORDER

THIS MOTION, made by Richter Inc., in its capacity as the Court-appointed receiver (the "**Receiver**") of Synaptive Medical Inc., ("**Synaptive**") pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c. B-3 as amended ("***BIA***") for an order: (i) approving the transactions (the "**Transactions**") contemplated by an amended and restated share subscription agreement (the "**Subscription Agreement**") between the Receiver and Globus Medical Inc. (the "**Purchaser**") dated June 30, 2026; (ii) adding 1001665935 Ontario Inc. ("**ResidualCo**") as a respondent to the within proceeding (the "**Receivership Proceeding**"); (iii) transferring and vesting all of Synaptive's right, title and interest in and to the Excluded Assets, Excluded Contracts and Excluded Liabilities to and in ResidualCo; (iv) releasing and discharging all Claims and

Encumbrances (as defined herein) against Synaptive and the Retained Assets; (v) authorizing and directing the Receiver to cause Synaptive 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 Claims and Encumbrances (as defined herein); (vi) cancelling and terminating, without consideration, all Existing Equity (other than the Subscribed Shares) (as each of those terms is defined in the Subscription Agreement) and (vii) granting certain ancillary relief, was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the Motion Record of the Receiver dated June 30 2026 (the "**Motion Record**"), the Second Report of the Receiver dated June 30, 2026 (the "**Second Report**"), the First Supplement to the Second Report of the Receiver dated July 8, 2026 and on hearing the submissions of counsel for the Receiver, counsel for Export Development Canada ("**EDC**"), counsel for the Purchaser and those other parties listed on the Participant Information Form, and no one else appearing although duly served as appears from the lawyer's certificates of service of Jasmine Landau, as filed,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion of the Receiver dated June 30, 2026 (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 REVERSE VESTING

3. **THIS COURT ORDERS** that the Subscription Agreement and the Transactions contemplated thereby be and are hereby approved, and that the execution of the Subscription Agreement by the Receiver is hereby authorized, approved and ratified, with such minor amendments as the parties thereto may deem necessary. The Receiver 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 issuance of the Subscribed Shares to the Purchaser and the cancellation of the Existing Equity (other than the Subscribed Shares).

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

INCORPORATION OF RESIDUALCO

5. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed, *nunc pro tunc,* to incorporate a new corporation under the *Business Corporations Act* (Ontario) as, ResidualCo.

6. **THIS COURT ORDERS AND DECLARES** that, ResidualCo shall be added as a Respondent in the Receivership Proceeding and all references in the Amended and Restated Receivership Order ("**A&R Receivership Order**") to: (i) a "**Debtor**" shall refer to and include ResidualCo, *mutatis mutandis*; and (ii) "**Property**" as defined in the A&R Receivership Order, 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

(collectively, the "**ResidualCo Property**"); and, for greater certainty, each of the Receivership Charges (as defined in the A&R Receivership Order) shall constitute a charge on the ResidualCo Property.

VESTING & REORGANIZATION

7. **THIS COURT ORDERS** that, upon the Receiver's delivery of a certificate substantially in the form attached hereto as **Schedule "A"** (the "**Receiver's Certificate**") to 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, (i) all of Synaptive's right, title and interest in and to the Excluded Assets and Excluded Contracts shall vest absolutely and exclusively in ResidualCo, and (ii) all of Synaptive's right, title and interest in and to the Excluded Liabilities shall be channeled to, assumed by and vested absolutely and exclusively in ResidualCo, and all of the Retained Assets shall be and are hereby forever released and discharged from such Excluded Contracts and Excluded Liabilities;

(b) second, the Retained Assets shall be retained by Synaptive, free and clear of, and from, any and all Claims (as defined below) and Encumbrances (as defined below) and in each case, all applicable Claims and Encumbrances, other than Permitted Encumbrances, shall continue to attach to the Excluded Assets and Excluded Contracts and to the Purchase Price in accordance with paragraph 23 of this Order, in either case with the same nature and priority they had immediately prior to the Transactions, as if the Transactions had not occurred, and, for greater certainty, this

Court orders that all related Claims and Encumbrances affecting or related to the Retained Assets are herby expunged and discharged as against the Retained Assets;

(c) third, in consideration for the payment of the Purchase Price by the Purchaser to the Receiver in trust, the Receiver shall cause Synaptive to 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 A&R Receivership Order, or any other Order of the Court in this Receivership 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) and, for greater certainty, this Court orders that all related Claims and Encumbrances affecting or related to the Subscribed Shares are herby expunged and discharged as against the Subscribed Shares

(d) fourth, all Existing Equity (other than the Subscribed 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 (as defined below) which are convertible or exchangeable for any securities of Synaptive or which require the issuance, sale or transfer by Synaptive, of any shares or other securities of Synaptive and/or the share capital of Synaptive, or otherwise relating thereto, shall be deemed terminated and cancelled without consideration;

(e) fifth, the Receiver shall deposit the Receivership Expense Reserve to a separate interest-bearing bank account; and

(f) sixth, Synaptive shall cease being a respondent in the Receivership Proceeding and shall be released from the purview of the A&R Receivership Order and all other Orders of this Court granted in respect of the Receivership Proceeding, save and except for this Order, the provisions of which (as they relate to Synaptive) shall continue to apply in all respects.

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

9. **THIS COURT ORDERS** that immediately upon the filing of the Receiver's Certificate contemplated in paragraph 7 of this Order, the title of this Receivership Proceeding in all documents issued, served or filed after the date on which the Receiver's Certificate is filed be as follows:

IN THE MATTER OF THE RECEIVERSHIP OF

1001665935 ONTARIO INC.

IMPLEMENTATION OF CLOSING SEQUENCE

10. **THIS COURT ORDERS** that in completing the Transactions contemplated in the Closing Sequence, the Receiver is hereby authorized:

(a) to execute and deliver any documents and assurances governing or giving effect to the Closing Sequence as the Receiver and the Purchaser, in their discretion, may deem to be reasonably necessary or advisable to conclude the Closing Sequence, including the execution of such deeds, contracts, or documents as may be contemplated in the Subscription Agreement and all such deeds, contracts, or documents are hereby ratified, approved, and confirmed; and to take such steps as are, in the opinion of the Receiver and the Purchaser, necessary or incidental to the implementation of the Closing Sequence; and

(b) to take such steps as are, in the opinion of the Receiver and the Purchaser, necessary or incidental to the implementation of the Closing Sequence.

11. **THIS COURT ORDERS** that the Receiver be and is hereby permitted to execute and file articles of amendment, amalgamation, continuance or reorganization or such other documents or instruments as may be required to permit or enable and effect the Closing Sequence and that such articles, documents or other instruments shall be deemed to be duly authorized, valid and effective notwithstanding any requirement under federal or provincial law to obtain director or shareholder approval with respect to such actions or to deliver any statutory declarations that may otherwise be required under corporate law to effect the Closing Sequence.

12. **THIS COURTS ORDERS** that the Registrar of Companies appointed pursuant to the *Business Corporations Act* (Ontario) is hereby authorized and directed to accept and receive any articles of amendment, amalgamation, continuance or reorganization or such other documents or instruments as may be required to permit or enable and effect the Closing Sequence contemplated in the Subscription Agreement, filed by either the Receiver or ResidualCo, as the case may be.

PIPEDA

13. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, as amended, the Receiver, 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 Synaptive's records pertaining to the past employees of Synaptive. 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 Synaptive.

RETAINED CONTRACTS

14. **THIS COURT ORDERS** that for a period of sixty (60) days after Closing of the Transactions:

(a) the Purchaser shall retain the right to designate any Contract which is not designated as a Retained Contract on the Closing Date as an "Additional Retained Contract", provided that the Purchaser assumes and pays any Cure Costs in relation to such Additional Retained Contract, as determined by the Receiver or the Court; and

(b) upon designation by the Purchaser of any Additional Retained Contracts, and provided that the notice process as set out in paragraphs 15 to 18 below has been complied with, such Additional Retained Contracts shall each constitute a Retained Contract and be retained by Synaptive, free and clear of, and from, any and all Claims and Encumbrances without further order of this Court, and for greater certainty, this Court orders that any and all Claims and Encumbrances affecting or related to the Additional Retained Contracts are hereby expunged and discharged as against the Additional Retained Contracts.

15. **THIS COURT ORDERS** that, from and after the date hereof until the date that is sixty (60) days after the Closing of the Transactions, the Purchaser shall be entitled to notify ResidualCo from time to time, with a copy to the Receiver, that it seeks to designate a Contract which has not been designated as a Retained Contract on the Effective Time as an Additional Retained Contract.

16. **THIS COURT ORDERS** that the Receiver shall, within five (5) days of receipt of a notice from the Purchaser of a proposed Additional Retained Contract, direct ResidualCo to send a written notice of the Additional Retained Contract, together with a copy of this Order, to the counterparty (counterparties) to the Additional Retained Contract (the "**Notice of Retention**").

17. **THIS COURT ORDERS** that if the counterparty to the Additional Retained Contract has notified the Receiver of its opposition to the proposed Additional Retained Contract by the Purchaser within fifteen (15) days of the date that the Receiver sent the Notice of Retention, the Purchaser shall be entitled to apply to this Court to seek an order including the proposed Additional Retained Contract as a Retained Contract.

18. **THIS COURT ORDERS** that, if no counterparty to the proposed Additional Retained Contract has notified the Receiver of its opposition to the proposed Additional Retained Contract within time period provided for in paragraph 17, above, the proposed Additional Retained Contract shall be deemed to be a Retained Contract.

19. **THIS COURT ORDERS** that except as otherwise agreed between the Purchaser and a counterparty to a Retained Contract or Additional Retained Contract, and provided that the Purchaser assumes and pays any Cure Costs (as determined by the Receiver or the Court) in respect of such Retained Contracts or Additional Retained Contracts, all Retained Contracts and Additional Retained Contracts to which Synaptive is a party at the time of delivery of the Receiver's Certificate or in accordance with the paragraphs 14 to 18 above, will be and remain in full force and effect upon and following delivery of the Receiver'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 Retained Contract or Additional Retained Contract 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 Receiver's Certificate and is not continuing that would have entitled such Person to enforce those rights or remedies, save and except any such events (other than the events contemplated by subparagraphs b-d below) that occurred under the industrial building lease between Synaptive and Piret (Skymark Satellite) Holdings Inc. dated July 25, 2024;

(b) any default arising from the insolvency of Synaptive, the commencement of the Receivership Proceeding, the appointment of a receiver and manager over Synaptive's property, assets and undertaking, or the fact that Synaptive obtained relief under the *Companies' Creditors Arrangement Act,* RSC 1985, c C-36, as amended;

(c) any defaults and/or recapture rights which arise solely (i) as a result of the retention of the Retained Contract or the Additional Retained Contract by the Purchaser, or (ii) from the implementation of the Subscription Agreement, the Transactions or the provisions of this Order, including any transfer, assignment, or any change of control of Synaptive arising from the implementation of the Subscription Agreement, the Transactions or the provisions of this Order; or

(d) Synaptive having breached a non-monetary obligation under the Retained Contract or the Additional Retained Contract, unless, (a) the counterparty under the Retained Contract or the Additional Retained Contract and the Purchaser have agreed otherwise; or (b) (1) such non-monetary breach under the Retained Contract or the Additional Retained Contract arises or continues after such Retained Contract or Additional Retained Contract is retained; (2) such non-monetary breach is capable of being cured by the Purchaser; and (3) the Purchaser has failed to remedy the default after having received notice of such default pursuant to the terms of the Retained Contract or the Additional Retained Contract. Without limiting the foregoing, the counterparty under the Retained Contract or the Additional Retained Contract shall not rely on a notice of default sent prior to the filing of the Receiver's Certificate to terminate the Retained Contract or the Additional Retained Contract as against the Purchaser

20. **THIS COURT ORDERS** that from and after the Effective Time, all Persons that are counterparties to a Retained Contract or Additional Retained Contract shall be deemed to have waived any and all defaults of Synaptive then existing or previously committed by Synaptive, or caused by Synaptive, 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 or Additional Retained Contract existing between such Person and Synaptive arising directly or indirectly from the commencement of this Receivership Proceeding and the implementation of the Transactions, including without limitation any of the matters or events listed in paragraph 19 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 or a Additional 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 Synaptive or the Purchaser from performing its obligations under the Subscription Agreement or be a waiver of defaults by Synaptive or the Purchaser under the Subscription Agreement and the related documents.

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

POST-CLOSING MATTERS

22. **THIS COURT ORDERS** that upon delivery of the Receiver'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 Synaptive, the Retained Assets or the Excluded Assets (collectively, the "**Governmental Authorities**") are hereby authorized, requested and directed to accept delivery of such Receiver'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 Receiver'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 Receiver, the Purchaser is hereby specifically authorized to discharge the registrations on the Retained Assets and the Excluded Assets, as applicable.

23. **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 7 hereof shall attach to the Purchase Price (net of the Receiver's Expense Reserve) and the Excluded Assets with

the same priority as they had immediately prior to the Transactions, as if the Transactions had not occurred.

24. **THIS COURT ORDERS**, for greater certainty, that: (a) nothing in paragraph 19 hereof shall waive, compromise or discharge any obligations of Synaptive or the Purchaser in respect of any Retained Liabilities; and (b) the designation of any Claim as a Retained Liability is without prejudice to Synaptive's or the Purchaser's right to dispute the existence, validity or quantum of any such Retained Liability; and (c) nothing in this Order or the Subscription Agreement shall affect or waive Synaptive's or the Purchaser's rights and defences, both legal and equitable, with respect to any Retained Liability, including, but not limited to, all rights with respect to entitlements to set offs or recoupments against such Retained Liability.

25. **THIS COURT ORDERS** that from and after the Effective Time, any and all Persons shall be absolutely and are hereby forever barred, estopped, stayed and permanently enjoined from pursuing, asserting, exercising, enforcing, issuing, commencing, taking, applying for 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 Synaptive or the Receiver and the Purchaser, or any of the Receiver's or the Purchaser's respective directors, officers, employees, counsel, advisors and representatives (collectively the "**Releasees**"), including without limitation, relying on any rights, remedies, claims in respect of, or against any of the Releasees, relating to or in respect of any the Excluded Assets, Excluded Liabilities, Excluded Contracts, in any way relating to, or arising from, or in respect of the Transactions and any other Claims or other matters that are waived, released, expunged or discharged pursuant to this Order.

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

(a) the nature of the Retained Liabilities as retained by Synaptive, 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 Synaptive 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 Synaptive but shall have an equivalent Excluded Liability Claim against ResidualCo 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 Synaptive prior to such time.

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

(a) the pendency of these proceedings;

(b) any application for a bankruptcy order now or hereafter issued pursuant to the *BIA* in respect of ResidualCo and any bankruptcy order issued pursuant to any such application; 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), and any payments by or to the Purchaser, ResidualCo or the Receiver 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 Synaptive or 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 *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.

RECEIVER

28. **THIS COURT ORDERS** that nothing in this Order, including the release of Synaptive from the purview of this Receivership Proceeding pursuant to paragraph (f) hereof and the addition of ResidualCo as a respondent in this Receivership Proceeding, shall affect, vary, derogate from, limit or amend any rights, approvals and protections afforded to the Receiver in this Receivership Proceeding, and Richter shall continue to have the benefit of, any and all rights and approvals and protections in favour of the Receiver at law or pursuant to the *BIA*, the A&R Receivership Order, any other Orders in this Receivership Proceeding or otherwise, including all approvals, protections

and stays of proceedings in favour of Richter in its capacity as Receiver, all of which are expressly continued and confirmed.

29. **THIS COURT ORDERS** that, except as expressly provided under paragraphs 30 to 31 of this Order, the Receiver shall not, as a result of this Order or any matter contemplated hereby be deemed to have taken part in the management or supervision of the management of Synaptive or ResidualCo.

FIRST DIRECTOR OF RESIDUALCO

30. **THIS COURT ORDERS** that Dylan White, in his capacity as consultant engaged by the Receiver, (in such capacity, the "**Consultant**"), is hereby authorized, but not directed,

(a) to act as a director and officer of each of ResidualCo, and

(b) in any role as a director and/or officer of ResidualCo, to take such steps and perform such tasks as are necessary or desirable to effect the Transactions and to facilitate the implementation of this Order and any future Order of this Court affecting or in respect of ResidualCo.

31. **THIS COURT ORDERS** that the Consultant shall not incur any liability whatsoever to any person, as a result of becoming or being a director or officer of ResidualCo, or taking any steps or actions authorized by paragraph 30 of this Order, save and except for any liability or obligation incurred as a result of gross negligence or wilful misconduct on his part.

SEALING

32. **THIS COURT ORDERS** that the Confidential Supplement to the Second Report are hereby sealed and shall not form part of the public record until the Effective Time.

GENERAL

33. **THIS COURT ORDERS** that in the event of a conflict between the terms of this Order and those of the A&R Receivership Order or any other Order of this Court, the provisions of this Order shall govern.

34. **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 Synaptive, ResidualCo, the Receiver 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 Synaptive, ResidualCo and to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Receiver in any foreign proceeding, or to assist Synaptive, ResidualCo and the Receiver and their respective agents in carrying out the terms of this Order.

Schedule "A" - Form of Receiver's Certificate

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	DAY, THE TH
	)	
JUSTICE	)	DAY OF , 2026

B E T W E E N:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

SYNAPTIVE MEDICAL INC.

Respondent

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to the receivership order of Justice Jane Dietrich of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated April 28, 2026, as amended and restated on May 13, 2026, Richter Inc. was appointed as the receiver of the Respondent (in such capacity, the "**Receiver**").

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 29, 2026 (the "**ARVO**").

C. Pursuant to the ARVO, the Court approved the Transactions contemplated by the Subscription Agreement dated June 30, 2026 between Synaptive and Globus Medical Inc. (the "**Purchaser**"), and ordered, among other things: (i) transferring and vesting all of Synaptive's right, title and interest in and to the Excluded Assets, Excluded Contracts and Excluded Liabilities to and in ResidualCo; and (iv) vesting in the Purchaser all right, title and interest in and to the Subscribed Shares, free and clear of any Claims and Encumbrances, which vesting is to be effective upon the delivery by the Receiver to the Purchaser of a certificate confirming that the Receiver that all conditions to closing have been satisfied or waived by the parties to the Subscription Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the payable on the Closing Date pursuant to the Subscription Agreement;
2. The conditions to Closing as set out in Article 7 of the Subscription Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transactions have been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at ________ [TIME] on _______ [DATE].

Richter Inc., in its capacity as Receiver of Synaptive Medical Inc., and not in its personal capacity

Per: ____

Name: Karen Kimel
Title: Senior Vice President

Schedule “B” – Encumbrances to be Discharged from the Property

File No.	Reg. No.	Debtor(s)	Secured Party	CG	I	E	A	O	MV
517557798 ***PPSA***	20250623 1316 1590 5970 Reg. 7 year(s)	SYNAPTIVE MEDICAL INC.	EXPORT DEVELOPMENT CANADA EXPORT DEVELOPMENT CANADA, AS COLLATERAL AGENT		X	X	X	X	X
796772439 ***PPSA***	20230831 1422 1590 8466 Reg. 4 year(s) No Fixed Maturity Date	SYNAPTIVE MEDICAL INC.	CONSTANTINE ZACHOS		X	X	X	X	X
711090585 ***PPSA***	20151022 1435 1530 1311 Reg. 5 year(s)	SYNAPTIVE MEDICAL INC.	ROYAL BANK OF CANADA				X	X	
711090585	20200918 1454 1530 6612 B RENEWAL Renew 5 year(s)	SYNAPTIVE MEDICAL INC.							
711090585	20250926 0822 1532 3731 B RENEWAL Renew 5 year(s)	SYNAPTIVE MEDICAL INC.							
517557663 ***PPSA***	20250623 1312 1590 5969 Reg. 7 year(s)	SYNAPTIVE MEDICAL INC.	EXPORT DEVELOPMENT CANADA		X	X	X	X	X
787953573 ***PPSA***	20221027 4626 1590 5739 Reg. 4 year(s)	SYNAPTIVE MEDICAL INC.	EXPORT DEVELOPMENT CANADA		X	X	X	X	X

Schedule “C” – Permitted Encumbrances

	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.										
	File No. / Reg. No.	**Enquiry Page No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**						**Comments**
					CG	**I**	**E**	**A**	**O**	**MV**	
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.										
2.	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.		**Debtor(s)**	**Secured Party**	**Collateral Class.**						**Comments**

		Enquiry Page No.			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		
	General Collateral Description: ALL PERSONAL PROPERTY OF THE DEBTOR FINANCED BY THE SECURED PARTY, WHEREVER SITUATED, CONSISTING OF DELL WORKSTATIONS, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO, ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED THEREFROM.THE FULL DEBTOR ADDRESS IS - 555 RICHMOND STREET WEST, SUITE 800ITE 800 TORONTO M5V 3B1										
3.	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. CG	I	E	A	O	MV	Comments
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.

EXPORT DEVELOPMENT CANADA and **SYNAPTIVE MEDICAL INC.**
Applicant Respondent

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at TORONTO

APPROVAL AND REVERSE VESTING ORDER

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

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

Stephen Brown-Okruhlik LSO#: 66576P
stephen.brown-okruhlik@mcmillan.ca
Tel: 416.865-7043

Jasmine Landau LSO#: 74316K
jasmine.landau@mcmillan.ca
Tel: 416.865.7281

Lawyers for the Richter Inc.,
in its capacity as Court-Appointed Receiver of Synaptive Medical Inc.