Court File No. CL-26-00000173-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

SYNAPTIVE MEDICAL INC.

Respondent

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

FIRST SUPPLEMENT TO THE SECOND REPORT OF THE RECEIVER, RICHTER INC.

July 8, 2026

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I. INTRODUCTION

1. This report (the "**Supplemental Report**") supplements the second report dated June 30, 2026 of Richter Inc., in its capacity a receiver and manager of Synaptive Medical Inc. (the "**Second Report**").

2. Capitalized terms in this Supplemental Report have the meanings provided to them in the Second Report. This Supplemental Report is subject to the assumptions, qualifications and restrictions in the Second Report.

II. PURPOSE OF REPORT

3. The purpose of this Supplemental Report is to provide the Court a copy of the amended and restated subscription agreement (the "**Amended and Restated Subscription Agreement**") entered into between the Receiver and Globus Medical Inc. (the "**Purchaser**") attached hereto as **Appendix A**, for which the Receiver is seeking approval.

III. REVISIONS TO THE SUBSCRIPTION AGREEMENT

4. On July 8, 2026, the Receiver attended a hearing before Justice Dietrich seeking the relief set out in the ARVO. Her Honour sought further information from the Receiver regarding the structure of the proposed Transactions. Specifically, the Court queried the need to split the Excluded Liabilities and the Excluded Contracts/Excluded Assets amongst two "residualcos", rather than the more conventional single "residualco" model.

5. After conferring with the Purchaser, the Receiver concluded that the transaction could be implemented in the more conventional manner using a single "residulaco". Accordingly, the Receiver and the Purchaser agreed to amend the Subscription Agreement that was previously served and filed, to reflect the single "residualco" transaction structure.

6. The sections of the Second Report describing the Transactions should therefore be read in conjunction with the Amended and Restated Subscription Agreement attached hereto.

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

Per:

Karen Kimel
Senior Vice-President

APPENDIX "A"

Amended and Restated Subscription Agreement.

GLOBUS MEDICAL, INC.

AS THE PURCHASER

- AND -

SYNAPTIVE MEDICAL INC., by and through its court-appointed receiver, RICHTER INC., solely in such capacity and not in its personal capacity

AS THE COMPANY

AMENDED AND RESTATED SUBSCRIPTION AGREEMENT

DATED JUNE 30, 2026

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SCHEDULES

SUBSCRIPTION AGREEMENT

This Amended and Restated Subscription Agreement, dated as of June 30, 2026, is made by and among:

GLOBUS MEDICAL, INC.

(the "**Purchaser**")

- and -

SYNAPTIVE MEDICAL INC., by and through its court-appointed receiver, RICHTER INC. (solely in such capacity and not in its personal capacity, the "Receiver")

(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 is in default of its secured obligations to its senior lender, Export Development Canada ("**EDC**"); and, April 28, 2026, on the application of EDC, to the Ontario Superior Court of Justice (Commercial List) (the "**Court**") under Court File No CL-26-00000173-0000), the Court issued an order (the "**Receivership Order**") appointing Richter Inc. as receiver (in such capacity, the "**Receiver**") over the Company (the "**Receivership Proceeding**");

WHEREAS on May 13, 2026, the Court granted the SISP Approval Order (the "**SISP Order**") approving, among other things, the SISP and the Stalking Horse Agreement (as defined in the SISP Procedures) pursuant to which the Receiver was authorized to undertake a SISP;

WHEREAS pursuant to the terms of the SISP Order, (i) the Purchaser has made a deposit in the amount of CAD $375,000 (or equivalent in USD) (the "**Deposit**") and, agreed to subscribe for and purchase from the Company, the Subscribed Shares (*as defined herein*) on the terms and conditions set out in this Agreement and in accordance with the closing sequence set out herein;

WHEREAS the Purchaser has paid to the Receiver on June 23, 2026 the amount of CAD $483,000 (or equivalent in USD) (the "**July Cost Estimate**") to be used for certain expenses of the Company in accordance with this Agreement;

WHEREAS the Receiver has advised that in connection with its appointment it will seek the ability to borrow up to $1,000,000, secured by the Receiver's Second Borrowing Charge (*as defined herein*) and, the Receiver and Purchaser have agreed that the Purchaser shall be the sole source of funding such secured borrowings, at a rate of 8% per annum;

WHEREAS on June 10, 2026, the Purchaser submitted to the Receiver a binding offer which constituted a Qualified Bid (as defined under the SISP Procedures);

WHEREAS on June 12, 2026, in accordance with the SISP Procedures, the Qualified Bid of the Purchaser was selected as a Selected Bid (as those terms are defined in the SISP Procedures) and the Purchaser was invited to participate in an Auction (as defined in the SISP Procedures) conducted by the Receiver on June 15, 2026; and

WHEREAS following the conclusion of the Auction, the Qualified Bid of the Purchaser was designated by the Receiver as the Successful Bid (as those terms are defined in the SISP Procedures),

NOW THEREFORE, in consideration of the covenants and mutual premises 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:

"**A&R Receivership Order**" means the amended and restated receivership order granted by the Court, appointing Richter Inc. as Receiver of the Company and, *inter alia*, authorizing the Receiver to borrow up to $1,000,000 to fund the conduct of the SISP, maintenance of the Company's assets and the professional costs of the Receivership Proceedings under the Receiver's Second Borrowing Charge.

"**Additional Retained Contract**" has the meaning set out in Section 2.3(b).

"**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 Amended and Restated 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 in form and substance acceptable to the Receiver and the Purchaser, acting reasonably:

(a) approving this Agreement and the Transactions;

(b) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities, 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 and Excluded Liabilities, and all Encumbrances to Be Discharged;

(d) authorizing and directing the Receiver to cause the Company to issue the Subscribed Shares to the Purchaser free and clear of any Encumbrances; and

(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).

"**Auction**" means any auction conducted by the Receiver as part of the SISP, in accordance with the SISP Procedures and pursuant to the SISP Order.

"**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 Retained Liabilities in the possession, custody or control of the Receiver, 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, applications, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, debts, 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.

"**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 Receiver's Certificate.

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

"**Company Released Parties**" has the meaning set out in Section 5.4.

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

"**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.

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

"**Cure Costs**" means all amounts necessary to cure any monetary defaults as a condition to assuming the Retained Contracts and the Additional Retained Contracts, if applicable, other than those monetary defaults arising only by reason of the Company's insolvency, the commencement of the Receivership Proceedings, or the failure to perform a non-monetary obligation, and other amounts expressly provided by the Approval and Vesting Order, as the case may be;

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

"**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 Receiver in connection with this Agreement.

"**EDC**" means Export Development Canada.

"**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[1] 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 Receiver's Borrowing Charge, and any other charge granted by the Court in the Receivership 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 (2) 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 (2) Business Days prior to the Closing Date.

"**Excluded Liabilities**" means all pre-filing Claims against the Company, including any amounts owing in respect of Taxes (including any Taxes arising on the transfer of the Excluded Assets and 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 any terminated employees, in each case, other than Retained 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 (2) Business Days prior to the Closing Date. Without limiting the foregoing, Excluded Liabilities includes any Claims that are not Retained 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 other than the Subscribed Shares.

"**Existing Equity**" means all Equity Interests (including the Existing Common Shares) in the Company immediately prior to Closing other than the Subscribed Shares.

"**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).

"**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"**.

"**Interim Period**" means the period from the signing of this Agreement to the Closing Date.

"**July Cost Estimate**" has the meaning set out in the Recitals.

"**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 those permits, licenses, Authorizations, approvals or other evidence of authority listed in **<u>Schedule "G"</u>**.

"**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 July 31, 2026, or any later date as the Parties may mutually agree to in writing.

"**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 2.1.

"**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.

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

"**Receiver's First Borrowing Charge**" means a super-priority charge (ranking only after the Receiver's Charge) against the assets, property and undertakings of the Company, as established and defined in the A&R Receivership Order, to secure repayment of the principal amount of $100,000 borrowed by the Receiver from EDC pursuant to the A&R Receivership Order, plus applicable interest.

"**Receiver's Second Borrowing Charge**" means a super-priority charge (ranking only after the Receiver's Charge and the Receiver's First Borrowing Charge) against the assets, property and undertakings of the Company, as established and defined in the A&R Receivership Order, to secure repayment of any amount borrowed by the Receiver from the Purchaser pursuant to the A&R Receivership Order.

“**Receiver’s Charge**” means a super-priority against all the assets, property and undertakings of the Company as established and defined as the “Receiver’s Charge” in the A&R Receivership Order, to secure payment of the Court-approved fees and disbursements of the Receiver and its legal counsel.

“**Receiver’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 Receiver in accordance with Section 7.4, and thereafter filed by the Receiver with the Court.

“**Receivership Charges**” means the Receiver’s Charge and the Receiver’s First Borrowing Charge and the Receiver’s Second Borrowing Charge.

“**Receivership Expense Reserve**” means all amounts to be paid to or retained by the Receiver on the Closing Date pursuant to Section 2.4 and held in trust by the Receiver for the benefit of Persons entitled to be paid the Receivership Expense Costs.

“**Receivership Expense Costs**” means: (a) the reasonable and documented out-of-pocket fees and costs of the Receiver and its legal counsel and in each case for services performed prior to and after the Closing Date, in each case, relating directly or indirectly to the Receivership Proceeding or this Agreement, including 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; (b) amounts owing in respect of obligations secured by the Receivership Charges; and (c) $50,000 in respect of the expense reimbursement amount owed to the Stalking Horse Bidder (as defined in the SISP Procedures).

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

“**Receivership Proceeding**” has the meaning set out in the Recitals.

“**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 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 by the Receiver, in its capacity as Receiver of the Company, at least three (3) 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 2.3.

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

“**Retained Contracts**” means those Contracts listed in **<u>Schedule “I”</u>**, as the Schedule may be amended, supplemented or restated by the Purchaser from time to time up to two (2) Business Days prior to the Closing Date.

“**Retained Liabilities**” means: (a) Liabilities specifically and expressly designated by the Purchaser as retained Liabilities in **<u>Schedule “A”</u>**, as the Schedule may be amended, supplemented or restated by the Purchaser from time to time up to two (2) 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.

“**SISP**” a sale and investment solicitation process to solicit offers or proposals for a sale of or investment in respect of the Company.

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

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

“**Subscribed Shares**” means 1,000,000 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.

“**Successful Bid**” means the offer selected as the winning bid in SISP, in accordance with the SISP Procedures and pursuant to the SISP Order.

“**Target Closing Date**” means the date that is two (2) Business Day following the first date by which all of the conditions in article 7 have been satisfied or waived by the appropriate Party (other than those conditions that by their nature can only be satisfied as of the Closing Date), or such other date as may be agreed upon by the Parties.

“**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 been terminated by the Company.

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

(a) satisfaction of Receivership Expense Costs pursuant to Section 2.4 (including satisfaction of all amounts secured by the Receivership Charges);

(b) the subscription for Subscribed Shares;

(c) the cancellation of all Existing Equity; and

(d) the assignment by the Company to ResidualCo of the Excluded Assets, the Excluded Contracts and the Excluded Liabilities.

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 Canada. 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"	Retained 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

(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

2.1 Purchase Price

(a) The total consideration payable by the Purchaser for the Subscribed Shares shall be equal to $[redacted] (the "**Purchase Price**").

(b) The Purchase Price, shall be paid and satisfied at Closing by:

(i) application of the Deposit by the Receiver, which shall be held in trust by the Receiver; and

(ii) the payment of the balance of the Purchase Price by the Purchaser by wire transfer of immediately available funds to an account designated by the Receiver, to be held in trust.

2.2 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.

(b) Pursuant to the Approval and Reverse Vesting Order, all Equity Interests of the Company outstanding prior to the issuance of the Subscribed Shares (and for greater certainty, 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.

2.3 Retained Assets

(a) 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:

(i) 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**").

(b) For a period of 60 days after the Closing Date, the Purchaser shall have the right, subject to the mechanism set out in the Approval and Reverse Vesting Order, to designate any additional Contracts which were not previously designated as Retained Contracts (each an "**Additional Retained Contract**"), provided that it assumes and pays any Cure Costs in relation to any such Additional Retained Contract. The Parties further agree with Schedule "I" shall be deemed updated to include any such Additional Retained Contract. For greater certainty, there shall be no adjustment to the Purchase Price as a result of the Purchaser electing to designate any additional Contracts which were not previously designated as Retained Contracts.

2.4 Receivership Expense Reserve

On the Closing Date, the Receiver will retain a portion of the Purchase Price, to fund the Receivership Expense Costs. The Receiver will hold such monies in trust for the benefit of Persons entitled to be paid the Receivership Expense Costs. Any unused portion of the Receivership Expense Reserve after payment or reservation for all of the Receivership Expense Costs, as determined by the Receiver, will be transferred by the Receiver to ResidualCo. For greater certainty, the Receivership Expense Reserve shall not constitute a Retained Asset.

2.5 Cure Costs

The aggregate amount of Cure Costs for each Retained Contract, including any Additional Retained Contract, shall be assumed and paid by the Purchaser. For the avoidance of doubt, the Receiver shall not be liable for the payment of any Cure Costs.

ARTICLE 3
TRANSFER OF EXCLUDED ASSETS, EXCLUDED CONTRACTS AND EXCLUDED LIABILITIES

3.1 Transfer of Excluded Assets, Excluded Contracts and Excluded Liabilities

(a) On the Closing Date, in accordance with the Closing Sequence and pursuant to the Approval and Reverse Vesting Order:

(i) the Excluded Assets and the Excluded Contracts will be transferred to and assumed by ResidualCo, and the same will be vested in ResidualCo; and

(ii) the Excluded Liabilities will be transferred to and assumed by ResidualCo, and the same will be vested in ResidualCo,

in each case 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.

3.2 Additional Exclusions

Notwithstanding Section 3.1, the Purchaser shall have the right, in its sole discretion, for a period of 60 days after the Closing Date, to request that specific additional assets, Contracts and/or Liabilities be designated as, respectively, Excluded Assets, Excluded Contracts, and Excluded Liabilities. Such requests shall be made in writing to the Receiver, specifying the assets, contracts, or liabilities to be excluded. The Receiver shall promptly review and, in consultation with the Company and the Purchaser, implement any such exclusions. For greater certainty, there shall be no adjustment to the Purchase Price as a result of the Purchaser electing to have any specific additional assets, Contracts and/or Liabilities being designated as, respectively, Excluded Assets, Excluded Contracts, and Excluded Liabilities.

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 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. Subject to the A&R Receivership Order and the Approval and Reverse Vesting Order, the Company has the authority to deliver and perform, including on behalf of the Company, this Agreement and to consummate the Transactions contemplated hereby. Except for the issuance of the A&R Receivership Order and 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 or any of the Transactions.

(c) Capitalization. Subject to the granting of the Approval and Reverse Vesting Order, 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.

(d) No Conflict. Subject to the granting of the Approval and Reverse Vesting Order, the delivery and performance by the Company 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 Company or Applicable Law.

(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.

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 Receiver, in trust,; (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 Receiver, in trust; (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 Receiver and has been advised to seek independent advice from its legal, accounting and tax advisors prior to entering into this Agreement.

4.3 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 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, the Receiver and their financial and legal advisors. 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 Receiver or any other person (including any representative of the Company or the Receiver, 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 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) The Receiver will, as soon as practicable, serve and file a motion seeking the issuance of the Approval and Reverse Vesting Order.

(b) The Receiver 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 Receiver in its efforts to obtain the issuance and entry of the Approval and Reverse Vesting Order. The Receiver'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 Receiver 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 Receiver, 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 Receiver 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 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.

5.4 Commercially Reasonable Efforts

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to cause the conditions set forth in article 7 to be satisfied and to facilitate and cause the consummation of the transactions contemplated hereby.

5.5 Access

During the Interim Period, the Company shall permit the Purchaser and its Representatives to have reasonable access during business hours, upon reasonable notice, to the Company, its properties, the Retained Assets, including its Books and Records, for the purposes of conducting such investigations, inspections, surveys or tests thereof and of the condition of the Retained Assets as the Purchaser deems reasonably necessary or desirable to further facilitate the integration and to otherwise prepare for the Purchaser's subscription for the Subscribed Shares.

5.6 The Company's Covenants during the Interim Period

(a) During the Interim Period, the Company shall deliver to the Purchaser drafts of any and all pleadings, motions, notices, statements, applications, schedules, reports and other papers (except, for the avoidance of doubt, the Receiver's report discussing the results of the SISP, which shall not be shared) to be filed or submitted in connection with or related to this Agreement, including with respect to the Approval and Reverse Vesting Order and any necessary Orders relating to this Agreement, for the Purchaser's prior review at least three (3) days in advance of service and filing of such materials. The Company acknowledges and agrees (i) that any such pleadings, motions, notices, statements, applications, schedules, reports, or other papers shall be in form and substance satisfactory to the Purchaser, acting reasonably, and (ii) to consult and cooperate with the Purchaser regarding any discovery, examinations and hearing in respect of any of the foregoing, including the submission of any evidence, including witnesses testimony, in connection with such hearing.

(b) During the Interim Period, the Company shall perform all obligations required or desirable to be performed by it under this Agreement, cooperate with the Purchaser in connection therewith, and perform all such other actions as may be necessary or desirable in order to consummate or make effective, as soon as reasonably practicable, the Transactions, and, without limiting the generality of the foregoing, the Company shall:

(i) act diligently to satisfy all conditions precedent set forth in this Agreement and comply promptly with all requirements imposed by Applicable Law or Orders on them with respect to this Agreement or the transactions contemplated thereby;

(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) act diligently to maintain all Permits and agreements relating to the operation of its business, it being understood that in no event shall the obtaining of Permits for the Purchaser be a condition precedent to the Purchaser's obligation to effect the Closing; and

(iv) not take any action, or refraining from taking any commercially reasonable action, or permitting any action to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to prevent, delay or otherwise impede the consummation of the Transactions.

(c) During the Interim Period, except (i) as contemplated or permitted by this Agreement, (ii) as necessary in connection with the SISP Procedures, (iii) as otherwise provided in any Order, or (iv) as consented to by the Purchaser, such consent not to be unreasonably withheld, conditioned or delayed, the Company shall continue to maintain the Business, the Retained Assets and the Contracts in substantially the same manner as conducted on the date of this Agreement.

(d) During the Interim Period, except as contemplated or permitted by this Agreement, the Company will not enter into any transactions involving the Company or its assets or the Business without the prior written approval of the Purchaser.

5.7 Employee Matters

All liabilities owing to any Terminated Employees as a result of, or in respect of, the termination of employment and/or engagement, 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 Receiver 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 Receiver and the Receiver's Affiliates and Representatives, as well as the Receiver's 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 and Receiver

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 Receiver, the Company and ResidualCo hereby release and forever discharge the Purchaser, the Receiver, 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 Receiver or 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.

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 Company shall be deemed to transfer to ResidualCo the Excluded Liabilities, the Excluded Assets and the Excluded Contracts;

(b) second, 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;

(c) third, the following will occur concurrently:

(i) the Purchaser shall pay the Purchase Price to the Receiver, and

(ii) the Company shall issue the Subscribed Shares to the Purchaser, and all right, title and interest in and to the Subscribed Shares shall vest absolutely and exclusively with the Purchaser; and;

(d) fourth, all Existing Equity (other than the Subscribed Shares) 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

(e) fifth, the Receiver, shall deposit the Receivership Expense Reserve to a separate interest-bearing account in accordance with this Agreement, which amount shall be used to pay the Receivership Expense Costs (including, for greater certainty, repayment of amounts secured by the Receiver's First Borrowing Charge and the Receiver's Second Borrowing Charge).

The Purchaser, in consultation with the Receiver, 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 Receiver the following:

(a) payment to the Receiver, by wire transfer of immediately available funds, of an amount equal to the amount of the Purchase Price, less 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) and 7.3(c) have been satisfied;

(c) a certificate of status, compliance, good standing or like certificate with respect to the Purchaser issued by the appropriate Governmental Entity of its jurisdiction of incorporation; and

(d) any other agreements, documents and instruments as may be reasonably required by the Receiver 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 Receiver will deliver or cause to be delivered to the Purchaser the following:

(a) a certificate dated as of the Closing Date and executed by authorized signatory of the Receiver confirming and certifying that each of the conditions in Sections 7.2(d), 7.2(f), and 7.2(g) have been satisfied;

(b) a certificate of status, compliance, good standing or like certificate with respect to the Company issued by the appropriate Governmental Entity of its jurisdiction of incorporation;

(c) an issued Approval and Reverse Vesting Order in form and substance satisfactory to the Purchaser;

(d) a share certificate representing the Subscribed Shares (or other acceptable evidence of ownership of the Subscribed Shares) issued in the name the Purchaser; and

(e) 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.

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; and

(b) Court Approval. The following conditions will have been met: (i) the A&R Receivership Order shall have been granted by the Court; (ii) the SISP Order shall have been granted by the Court; (iii) the Approval and Reverse Vesting Order shall have been granted by the Court; and (iv) the A&R Receivership Order, the SISP Order and the Approval and Reverse Vesting Order will not have been vacated, set aside or stayed.

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) Successful Bid. This Agreement shall be the Successful Bid under the SISP;

(b) Exclusive Funding of the SISP. Unless expressly agreed in writing, the Receiver shall, following the granting of the SISP Order, not have borrowed any funds from any other party that is secured by the Receiver's First Borrowing Charge or the Receiver's Second Borrowing Charge; and, the Receiver shall not have borrowed any further funds secured by the Receiver's First Borrowing Charge beyond the principal amount prescribed in the definition of Receiver's First Borrowing Charge above.

(c) The Company's Deliverables. The Receiver will have executed and delivered or caused to have been executed and delivered to the Purchaser at or prior to the Closing all the documents contemplated in Section 6.4;

(d) Material Adverse Effect. There will not have been any Material Adverse Effect since the date hereof which is continuing;

(e) 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;

(f) 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; and

(g) 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 A&R Receivership Order 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 Receiver 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; and

(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.

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 Receiver'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 Receiver 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 Receiver will: (a) issue forthwith its Receiver'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 Receiver'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 Receiver 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

Receiver will have no liability to the Company or the Purchaser as a result of filing the Receiver r's Certificate in accordance herewith.

ARTICLE 8
TERMINATION

8.1 Grounds for Termination

(a) 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 Receivership 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 Receivership 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, 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;

(iv) 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;

(v) 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;

(vi) 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 Receiver or cured by the Purchaser prior to the earlier of (A) 10 days following the date that the Receiver provided notice to the Purchaser of such breach and (B) the Outside Date, in each case unless the Receiver is itself in material breach of its own obligations under this Agreement at the time;

(vii) by the Purchaser, if there has been a material violation or breach by the Receiver 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 Receiver 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; or

(viii) 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) 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 as contemplated in this article 8 (*Termination*), Sections 5.3 (*Personal Information*), 9.4 (*Expenses*), 9.5 (*Public Announcements*), 9.6 (*Notices*), 9.10 (*Waiver and Amendment*), 9.13 (*Governing Law*), 9.14 (*Dispute Resolution*), 9.15 (*Attornment*), 9.16 (*Successors and Assigns*), 9.17 (*Assignment*), and 9.18 (*Third Party Beneficiaries*), which will survive the termination.

8.3 Treatment of Deposit

(a) In the event that this Agreement is terminated by the Company pursuant to Section 8.1(a)(vi), the Deposit shall be forfeited by the Purchaser and retained by the Receiver on behalf of the Company as a genuine estimate of liquidated damages, and not as a penalty, and such forfeiture shall be the Company's and the Receiver's sole and exclusive remedy with respect to such breach by the Purchaser or the Purchaser's failure to close the transactions contemplated under this Agreement.

(b) In the event that this Agreement is terminated for any other reason, the Deposit shall be promptly returned to the Purchaser following such termination. The return of the Deposit shall be the Purchaser's sole and exclusive remedy for any termination of this Agreement.

ARTICLE 9
GENERAL

9.1 Receiver's Capacity

The Purchaser acknowledges and agrees that the Receiver, acting in its capacity as the Receiver in the Receivership Proceedings, will have no liability whatsoever in connection with this Subscription Agreement or the Transactions, whether in its capacity as Receiver, in its personal capacity or otherwise, and that the representations, covenants, obligations and agreements of the Company and ResidualCo pursuant to this Subscription Agreement and any related or ancillary document shall be those of the Company and ResidualCo exclusively and shall not constitute, or be deemed to constitute, representations, covenants, obligations or agreements of the Receiver.

9.2 Transaction Structure

The Purchaser, with the prior consent of the Receiver, 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.

9.3 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.

9.4 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).

9.5 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 press releases and court materials, and to the filing of this Agreement with the Court in connection with the Receivership 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.

9.6 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 Receiver 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:

Globus Medical, Inc.

2560 General Armistead Ave.
Audubon, PA 19403

Attention: Kelly Huller, EVP, General Counsel

Email: khuller@globusmedical.com

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

Borden Ladner Gervais LLP
1000, rue De La Gauchetière Ouest, bureau / suite 900
Montréal, QC, Canada H3B 5H4

Attention: Neil Hazan / Kevin Mailloux

E-mail: nhazan@blg.com / kmailloux@blg.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 9.6 by notice to the other Parties given in the manner provided by this Section 9.6.

9.7 Time of Essence

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

9.8 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.

9.9 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.

9.10 Waiver and Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement will be binding unless executed in writing by the Receiver and the Purchaser (including by way of e-mail). 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.

9.11 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.

9.12 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.

9.13 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.

9.14 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 Receivership Proceeding, or by any other Person or in any other manner as the Court may direct.

9.15 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 9.15. Each Party agrees that service of process on the Party as provided in this Section 9.15 will be deemed effective service of process on that Party.

9.16 Successors and Assigns

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

9.17 Assignment

The Receiver 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 Receiver, 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 9.17 is null and void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations hereunder.

9.18 Third Party Beneficiaries

Except with respect to: (a) 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, Excluded Asset and Excluded Contract at the Closing; and (b) EDC as it relates to all rights, covenants, obligations and benefits in favour of EDC under this Agreement, including the releases granted pursuant to Section 5.4 and Section 5.9, 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.

9.19 Counterparts

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

9.20 Extension Effective Date

The Receiver agrees that the July Cost Estimate shall be used to pay those expenses set out in the budget estimate settled as between the Receiver and the Purchaser by email dated June 21, 2026. The Receiver and the Purchaser further agree that the Purchaser may request that the Receiver pay specified additional expenses, provided that the Purchaser pre-funds such expense amounts to the Receiver's designated account. Any balance of the July Cost Estimate which remains unused on the day of Closing shall be applied by the Receiver to partially settle the Purchase Price.

[*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.

GLOBUS MEDICAL, INC.

DocuSigned by:

By: Kelly Huller

B45A0C87898346C...

Name: Kelly Huller

Title: Executive Vice President, General Counsel

I have authority to bind the corporation

SYNAPTIVE MEDICAL INC., by and through its court-appointed receiver, RICHTER INC., solely in such capacity and not in its personal capacity

By: ______________________________

Name:

Title:

I have authority to bind the Company

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

GLOBUS MEDICAL, INC.

By: ______________________________

Name: Kelly Huller

Title: Executive Vice President, General Counsel

I have authority to bind the corporation

SYNAPTIVE MEDICAL INC., by and through its court-appointed receiver, RICHTER INC., solely in such capacity and not in its personal capacity

By: ______________________________

Name: Karen Kimel

Title: Authorized Signing Officer

I have authority to bind the Company

Exhibit “A” - Approval and Reverse Vesting Order

Form of Approval & Reverse Vesting Order to be settled between the Receiver 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” - Retained Liabilities

Nil.

Schedule “B” - Encumbrances to be Discharged

File No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class. 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)	SYNAPTIVE MEDICAL INC.	CONSTANTINE ZACHOS		X	X	X	X	X
	No Fixed Maturity Date								
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.							

	File No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class. CG	I	E	A	O	MV
	517557663 ***PPSA***	20250623 1312 1590 5969 Reg. 7 year(s)	SYNAPTIVE MEDICAL INC.	EXPORT DEVELOPMENT CANADA		X	X	X	X	X
	File No.	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class. CG**	**I**	**E**	**A**	**O**	**MV**
	787953573 ***PPSA***	20221027 4626 1590 5739 Reg. 4 year(s)	SYNAPTIVE MEDICAL INC.	EXPORT DEVELOPMENT CANADA		X	X	X	X	X

Schedule "C" - Excluded Assets

1. Any equity in any affiliate or subsidiary held by the Company, if any.
2. All books, records, files, papers, books of account and other tax and financial data related to the Excluded Liabilities.

Schedule "D" - Excluded Contracts

All Contracts including:

1. All Contracts involving repayable contributions and no further funding to the Company.
2. All guaranties or sureties of the Company.
3. All agreements of the Company with Subsidiaries.
4. Repurchase Agreement between Synaptive Medical Inc. and Bangkok Unitrade Co. Ltd. dated July 4, 2025.
5. Repurchase Agreement (BB#1) between Synaptive Medical Inc. and Life Healthcare Pty Limited dated June 28, 2025.
6. Repurchase Agreement (BB#3) between Synaptive Medical Inc. and Life Healthcare Pty Limited dated June 28, 2025.
7. Bill of Sale Agreement between Synaptive Medical Inc. and 1001045838 Ontario Inc. dated December 31, 2024.
8. Distribution Agreement between Synaptive Medical Inc. and Yannawa Capital Pte Ltd. dated March 19, 2026.
9. The current shareholder agreement
10. The current stock option plan
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. Marketing and Support Services Agreement between Synaptive Medical Inc. and Stryker Corporation dated July 28, 2023.
17. 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.
18. Purchasing Agreement between HCA Management Services, L.P. and Synaptive Medical Inc., as amended.
19. 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.
20. Settlement Agreement between Karl Storz Endoscopy-America, Inc. and Synaptive Medical Inc. dated February 14, 2019.
21. 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.
22. All other outlicense agreements involving the Company in respect of ClearCanvas technology.

23. All master sales agreements and similar agreements and related purchase orders with customers of the Company.
24. All product support, onsite clinical services, and similar agreements with customers of the Company.
25. Agreement between the Province of Nova Scotia Department of Public Works and Synaptive Medical Inc. dated October 29, 2024 and amended November 22, 2024.
26. Design-Build Stipulated Price Contract between Synaptive Medical Inc. and Health Care Solutions Inc.
27. Value Added Resellers Agreement between Synaptive Medical Inc. and Barco, Inc. dated January 10, 2017.
28. Reseller Agreement between Synaptive Medical Inc. and Toshiba America Information Systems, Inc. (and assigned to Canon Medical Components USA, Inc.) dated October 23, 2017.
29. 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.
30. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2020-1007 (as amended).
31. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2020-1009 (as amended).
32. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2020-1023.
33. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2021-1098 (as amended).
34. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2022-3207.
35. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2022-3212.
36. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2022-4056.
37. Contribution Agreement between Synaptive Medical Inc. and the Minister of State (Federal Economic Development Agency for Southern Ontario) dated May 16, 2024.
38. OTF Grant Agreement between Synaptive Medical Inc. and the Ontario Minister of Economic Development, Job Creation and Trade dated March 14, 2023.
39. 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.

40. Letter of Intent and Bill of Sale between Synaptive Medical Inc. and 1001045838 Ontario Inc.

41. All Real Property Leases, except in respect of the 555 Richmond Street West location.
42. Industrial Building Lease between Synaptive Medical Inc. and Piret (Skymark Satellite) Holdings Inc. dated July 25, 2024.
43. Commercial Lease between Synaptive Medical Inc. and Dancor of London Inc. dated July 7, 2021 and amended June 2, 2022.

Schedule "E" - Excluded Liabilities

1. Convertible notes and other indebtedness for borrowed money.
2. Liabilities under repayable contributions and other debt-like agreements that will not provide further funding to the Company.
3. All outstanding Causes of Action against the Company.
4. All Claims against the Company by employees or former employees of 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.[2]

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

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

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

	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.

Schedule "I" - Retained Contracts

Nil.

Execution Copy

GLOBUS MEDICAL, INC.

AS THE PURCHASER

- AND -

SYNAPTIVE MEDICAL INC., by and through its court-appointed receiver, RICHTER INC., solely in such capacity and not in its personal capacity

AS THE COMPANY

AMENDED AND RESTATED SUBSCRIPTION AGREEMENT

DATED JUNE 30, 2026

TABLE OF CONTENTS

SCHEDULES

SUBSCRIPTION AGREEMENT

This Amended and Restated Subscription Agreement, dated as of June 30, 2026, is made by and among:

GLOBUS MEDICAL, INC.

(the "**Purchaser**")

- and -

SYNAPTIVE MEDICAL INC., by and through its court-appointed receiver, RICHTER INC. (solely in such capacity and not in its personal capacity, the "Receiver")

(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 is in default of its secured obligations to its senior lender, Export Development Canada ("**EDC**"); and, April 28, 2026, on the application of EDC, to the Ontario Superior Court of Justice (Commercial List) (the "**Court**") under Court File No CL-26-00000173-0000), the Court issued an order (the "**Receivership Order**") appointing Richter Inc. as receiver (in such capacity, the "**Receiver**") over the Company (the "**Receivership Proceeding**");

WHEREAS on May 13, 2026, the Court granted the SISP Approval Order (the "**SISP Order**") approving, among other things, the SISP and the Stalking Horse Agreement (as defined in the SISP Procedures) pursuant to which the Receiver was authorized to undertake a SISP;

WHEREAS pursuant to the terms of the SISP Order, (i) the Purchaser has made a deposit in the amount of CAD $375,000 (or equivalent in USD) (the "**Deposit**") and, agreed to subscribe for and purchase from the Company, the Subscribed Shares (*as defined herein*) on the terms and conditions set out in this Agreement and in accordance with the closing sequence set out herein;

WHEREAS the Purchaser has paid to the Receiver on June 23, 2026 the amount of CAD $483,000 (or equivalent in USD) (the "**July Cost Estimate**") to be used for certain expenses of the Company in accordance with this Agreement;

WHEREAS the Receiver has advised that in connection with its appointment it will seek the ability to borrow up to $1,000,000, secured by the Receiver's Second Borrowing Charge (*as* *defined herein*) and, the Receiver and Purchaser have agreed that the Purchaser shall be the sole source of funding such secured borrowings, at a rate of 8% per annum;

WHEREAS on June 10, 2026, the Purchaser submitted to the Receiver a binding offer which constituted a Qualified Bid (as defined under the SISP Procedures);

WHEREAS on June 12, 2026, in accordance with the SISP Procedures, the Qualified Bid of the Purchaser was selected as a Selected Bid (as those terms are defined in the SISP Procedures) and the Purchaser was invited to participate in an Auction (as defined in the SISP Procedures) conducted by the Receiver on June 15, 2026; and

WHEREAS following the conclusion of the Auction, the Qualified Bid of the Purchaser was designated by the Receiver as the Successful Bid (as those terms are defined in the SISP Procedures),

NOW THEREFORE, in consideration of the covenants and mutual premises 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:

"**A&R Receivership Order**" means the amended and restated receivership order granted by the Court, appointing Richter Inc. as Receiver of the Company and, *inter alia*, authorizing the Receiver to borrow up to $1,000,000 to fund the conduct of the SISP, maintenance of the Company's assets and the professional costs of the Receivership Proceedings under the Receiver's Second Borrowing Charge.

"**Additional Retained Contract**" has the meaning set out in Section 2.3(b).

"**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 Amended and Restated 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 in form and substance acceptable to the Receiver and the Purchaser, acting reasonably:

(a) approving this Agreement and the Transactions;

(b) vesting out of the Company all Excluded Assets, Excluded Contracts and Excluded Liabilities, 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 and Excluded Liabilities, and all Encumbrances to Be Discharged;

(d) authorizing and directing the Receiver to cause the Company to issue the Subscribed Shares to the Purchaser free and clear of any Encumbrances; and

(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).

"**Auction**" means any auction conducted by the Receiver as part of the SISP, in accordance with the SISP Procedures and pursuant to the SISP Order.

"**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 Retained Liabilities in the possession, custody or control of the Receiver, 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, applications, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, debts, 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.

"**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 Receiver's Certificate.

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

"**Company Released Parties**" has the meaning set out in Section 5.4.

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

"**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.

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

"**Cure Costs**" means all amounts necessary to cure any monetary defaults as a condition to assuming the Retained Contracts and the Additional Retained Contracts, if applicable, other than those monetary defaults arising only by reason of the Company's insolvency, the commencement of the Receivership Proceedings, or the failure to perform a non-monetary obligation, and other amounts expressly provided by the Approval and Vesting Order, as the case may be;

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

"**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 Receiver in connection with this Agreement.

"**EDC**" means Export Development Canada.

"**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[1] 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 Receiver's Borrowing Charge, and any other charge granted by the Court in the Receivership 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 ~~ResidualCo2~~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 (2) 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 (2) Business Days prior to the Closing Date.

"**Excluded Liabilities**" means all pre-filing Claims against the Company, including any amounts owing in respect of Taxes (including any Taxes arising on the transfer of the Excluded Assets ~~to ResidualCo2~~ and Excluded Liabilities to ~~ResidualCo1~~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 any terminated employees, in each case, other than Retained 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 (2) Business Days prior to the Closing Date. Without limiting the foregoing, Excluded Liabilities includes any Claims that are not Retained 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 other than the Subscribed Shares.

"**Existing Equity**" means all Equity Interests (including the Existing Common Shares) in the Company immediately prior to Closing other than the Subscribed Shares.

"**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).

"**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"**.

“**Interim Period**” means the period from the signing of this Agreement to the Closing Date.

“**July Cost Estimate**” has the meaning set out in the Recitals.

“**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 those permits, licenses, Authorizations, approvals or other evidence of authority listed in **Schedule "G"**.

"**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 July 31, 2026, or any later date as the Parties may mutually agree to in writing.

"**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 2.1.

"**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.

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

"**Receiver's First Borrowing Charge**" means a super-priority charge (ranking only after the Receiver's Charge) against the assets, property and undertakings of the Company, as established and defined in the A&R Receivership Order, to secure repayment of the principal amount of

$100,000 borrowed by the Receiver from EDC pursuant to the A&R Receivership Order, plus applicable interest.

"**Receiver's Second Borrowing Charge**" means a super-priority charge (ranking only after the Receiver's Charge and the Receiver's First Borrowing Charge) against the assets, property and undertakings of the Company, as established and defined in the A&R Receivership Order, to secure repayment of any amount borrowed by the Receiver from the Purchaser pursuant to the A&R Receivership Order.

"**Receiver's Charge**" means a super-priority against all the assets, property and undertakings of the Company as established and defined as the "Receiver's Charge" in the A&R Receivership Order, to secure payment of the Court-approved fees and disbursements of the Receiver and its legal counsel.

"**Receiver'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 Receiver in accordance with Section 7.4, and thereafter filed by the Receiver with the Court.

"**Receivership Charges**" means the Receiver's Charge and the Receiver's First Borrowing Charge and the Receiver's Second Borrowing Charge.

"**Receivership Expense Reserve**" means all amounts to be paid to or retained by the Receiver on the Closing Date pursuant to Section 2.4 and held in trust by the Receiver for the benefit of Persons entitled to be paid the Receivership Expense Costs.

"**Receivership Expense Costs**" means: (a) the reasonable and documented out-of-pocket fees and costs of the Receiver and its legal counsel and in each case for services performed prior to and after the Closing Date, in each case, relating directly or indirectly to the Receivership Proceeding or this Agreement, including costs required to wind down and/or dissolve and/or bankrupt ~~ResidualCo1 and ResidualCo2~~ResidualCo and costs and expenses required to administer the Excluded Assets, the Excluded Contracts, the Excluded Liabilities~~, ResidualCo1~~ and ~~ResidualCo2~~ResidualCo; (b) amounts owing in respect of obligations secured by the Receivership Charges; and (c) $50,000 in respect of the expense reimbursement amount owed to the Stalking Horse Bidder (as defined in the SISP Procedures).

"**Receivership Order**" has the meaning set out in the Recitals.

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

"**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 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.

"~~**ResidualCo1**~~**ResidualCo**" means a corporation to be incorporated by the Receiver, in its capacity as Receiver of the Company, at least three (3) 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.

~~"**ResidualCo2**" means a corporation to be incorporated by ResidualCo1 at least three (3) Business Days in advance of Closing, to which the Excluded Assets and the Excluded Contracts will be transferred as part of the Closing Sequence.~~

"**Retained Assets**" has the meaning set out in Section 2.3.

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

"**Retained Contracts**" means those Contracts listed in **Schedule "I"**, as the Schedule may be amended, supplemented or restated by the Purchaser from time to time up to two (2) Business Days prior to the Closing Date.

"**Retained Liabilities**" means: (a) Liabilities specifically and expressly designated by the Purchaser as retained Liabilities in **Schedule "A"**, as the Schedule may be amended, supplemented or restated by the Purchaser from time to time up to two (2) 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.

"**SISP**" a sale and investment solicitation process to solicit offers or proposals for a sale of or investment in respect of the Company.

"**SISP Order**" has the meaning set out in the Recitals.

"**SISP Procedures**" has the meaning set out in the Recitals.

"**Subscribed Shares**" means 1,000,000 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.

"**Successful Bid**" means the offer selected as the winning bid in SISP, in accordance with the SISP Procedures and pursuant to the SISP Order.

"**Target Closing Date**" means the date that is two (2) Business Day following the first date by which all of the conditions in article 7 have been satisfied or waived by the appropriate Party (other than those conditions that by their nature can only be satisfied as of the Closing Date), or such other date as may be agreed upon by the Parties.

"**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 been terminated by the Company.

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

(a) satisfaction of Receivership Expense Costs pursuant to Section 2.4 (including satisfaction of all amounts secured by the Receivership Charges);

(b) the subscription for Subscribed Shares;

(c) the cancellation of all Existing Equity; and

~~(d) the assignment by the Company to ResidualCo1 of the Excluded Liabilities; and~~

(d) ~~(e)~~ the assignment by the Company to ~~ResidualCo2~~ResidualCo of the Excluded Assets ~~and~~, the Excluded Contracts and the Excluded Liabilities.

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 Canada. 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”	Retained 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

(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

2.1 Purchase Price

(a) The total consideration payable by the Purchaser for the Subscribed Shares shall be equal to $[redacted] (the "**Purchase Price**").

(b) The Purchase Price, shall be paid and satisfied at Closing by:

(i) application of the Deposit by the Receiver, which shall be held in trust by the Receiver; and

(ii) the payment of the balance of the Purchase Price by the Purchaser by wire transfer of immediately available funds to an account designated by the Receiver, to be held in trust.

2.2 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.

(b) Pursuant to the Approval and Reverse Vesting Order, all Equity Interests of the Company outstanding prior to the issuance of the Subscribed Shares (and for greater certainty, 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.

2.3 Retained Assets

(a) 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:

(i) the Excluded Assets, and the Excluded Contracts, which the Company will transfer to ~~ResidualCo2~~ResidualCo in accordance with Section 3.1(a) (collectively, the "**Retained Assets**").

(b) For a period of 60 days after the Closing Date, the Purchaser shall have the right, subject to the mechanism set out in the Approval and Reverse Vesting Order, to designate any additional Contracts which were not previously designated as Retained Contracts (each an "**Additional Retained Contract**"), provided that it assumes and pays any Cure Costs in relation to any such Additional Retained

Contract. The Parties further agree with Schedule "I" shall be deemed updated to include any such Additional Retained Contract. For greater certainty, there shall be no adjustment to the Purchase Price as a result of the Purchaser electing to designate any additional Contracts which were not previously designated as Retained Contracts.

2.4 Receivership Expense Reserve

On the Closing Date, the Receiver will retain a portion of the Purchase Price, to fund the Receivership Expense Costs. The Receiver will hold such monies in trust for the benefit of Persons entitled to be paid the Receivership Expense Costs. Any unused portion of the Receivership Expense Reserve after payment or reservation for all of the Receivership Expense Costs, as determined by the Receiver, will be transferred by the Receiver to ~~ResidualCo1~~ResidualCo. For greater certainty, the Receivership Expense Reserve shall not constitute a Retained Asset.

2.5 Cure Costs

The aggregate amount of Cure Costs for each Retained Contract, including any Additional Retained Contract, shall be assumed and paid by the Purchaser. For the avoidance of doubt, the Receiver shall not be liable for the payment of any Cure Costs.

ARTICLE 3
TRANSFER OF EXCLUDED ASSETS, EXCLUDED CONTRACTS AND EXCLUDED LIABILITIES

3.1 Transfer of Excluded Assets, Excluded Contracts and Excluded Liabilities

(a) On the Closing Date, in accordance with the Closing Sequence and pursuant to the Approval and Reverse Vesting Order:

(i) the Excluded Assets and the Excluded Contracts will be transferred to and assumed by ~~ResidualCo2~~ResidualCo, and the same will be vested in ~~ResidualCo2~~ResidualCo; and

(ii) the Excluded Liabilities will be transferred to and assumed by ~~ResidualCo1~~ResidualCo, and the same will be vested in ~~ResidualCo1~~ResidualCo,

in each case 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.

3.2 Additional Exclusions

Notwithstanding Section 3.1, the Purchaser shall have the right, in its sole discretion, for a period of 60 days after the Closing Date, to request that specific additional assets, Contracts and/or Liabilities be designated as, respectively, Excluded Assets, Excluded Contracts, and Excluded Liabilities. Such requests shall be made in writing to the Receiver, specifying the assets, contracts, or liabilities to be excluded. The Receiver shall promptly review and, in consultation with the Company and the Purchaser, implement any such exclusions. For greater certainty, there shall be no adjustment to the Purchase Price as a result of the Purchaser electing to have any specific additional assets, Contracts and/or Liabilities being designated as, respectively, Excluded Assets, Excluded Contracts, and Excluded Liabilities.

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 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. Subject to the A&R Receivership Order and the Approval and Reverse Vesting Order, the Company has the authority to deliver and perform, including on behalf of the Company, this Agreement and to consummate the Transactions contemplated hereby. Except for the issuance of the A&R Receivership Order and 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 or any of the Transactions.

(c) Capitalization. Subject to the granting of the Approval and Reverse Vesting Order, 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.

(d) No Conflict. Subject to the granting of the Approval and Reverse Vesting Order, the delivery and performance by the Company 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 Company or Applicable Law.

(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.

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 Receiver, in trust,; (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 Receiver, in trust; (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 Receiver and has been advised to seek independent advice from its legal, accounting and tax advisors prior to entering into this Agreement.

4.3 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 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, the Receiver and their financial and legal advisors. 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 Receiver or any other person (including any representative of the Company or the Receiver, 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 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) The Receiver will, as soon as practicable, serve and file a motion seeking the issuance of the Approval and Reverse Vesting Order.

(b) The Receiver 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 Receiver in its efforts to obtain the issuance and entry of the Approval and Reverse Vesting Order. The Receiver'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 Receiver 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 Receiver, 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 Receiver 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 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.

5.4 Commercially Reasonable Efforts

The Parties shall cooperate with each other and shall use their commercially reasonable efforts to cause the conditions set forth in article 7 to be satisfied and to facilitate and cause the consummation of the transactions contemplated hereby.

5.5 Access

During the Interim Period, the Company shall permit the Purchaser and its Representatives to have reasonable access during business hours, upon reasonable notice, to the Company, its properties, the Retained Assets, including its Books and Records, for the purposes of conducting such investigations, inspections, surveys or tests thereof and of the condition of the Retained Assets as the Purchaser deems reasonably necessary or desirable to further facilitate the integration and to otherwise prepare for the Purchaser's subscription for the Subscribed Shares.

5.6 The Company's Covenants during the Interim Period

(a) During the Interim Period, the Company shall deliver to the Purchaser drafts of any and all pleadings, motions, notices, statements, applications, schedules, reports and other papers (except, for the avoidance of doubt, the Receiver's report discussing the results of the SISP, which shall not be shared) to be filed or submitted in connection with or related to this Agreement, including with respect to the Approval and Reverse Vesting Order and any necessary Orders relating to this Agreement, for the Purchaser's prior review at least three (3) days in advance of service and filing of such materials. The Company acknowledges and agrees (i) that any such pleadings, motions, notices, statements, applications, schedules, reports, or other papers shall be in form and substance satisfactory to the Purchaser, acting reasonably, and (ii) to consult and cooperate with the Purchaser regarding any discovery, examinations and hearing in respect of any of the foregoing, including the submission of any evidence, including witnesses testimony, in connection with such hearing.

(b) During the Interim Period, the Company shall perform all obligations required or desirable to be performed by it under this Agreement, cooperate with the Purchaser in connection therewith, and perform all such other actions as may be necessary or desirable in order to consummate or make effective, as soon as reasonably practicable, the Transactions, and, without limiting the generality of the foregoing, the Company shall:

(i) act diligently to satisfy all conditions precedent set forth in this Agreement and comply promptly with all requirements imposed by Applicable Law or Orders on them with respect to this Agreement or the transactions contemplated thereby;

(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) act diligently to maintain all Permits and agreements relating to the operation of its business, it being understood that in no event shall the obtaining of Permits for the Purchaser be a condition precedent to the Purchaser's obligation to effect the Closing; and

(iv) not take any action, or refraining from taking any commercially reasonable action, or permitting any action to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to prevent, delay or otherwise impede the consummation of the Transactions.

(c) During the Interim Period, except (i) as contemplated or permitted by this Agreement, (ii) as necessary in connection with the SISP Procedures, (iii) as otherwise provided in any Order, or (iv) as consented to by the Purchaser, such consent not to be unreasonably withheld, conditioned or delayed, the Company shall continue to maintain the Business, the Retained Assets and the Contracts in substantially the same manner as conducted on the date of this Agreement.

(d) During the Interim Period, except as contemplated or permitted by this Agreement, the Company will not enter into any transactions involving the Company or its assets or the Business without the prior written approval of the Purchaser.

5.7 Employee Matters

All liabilities owing to any Terminated Employees as a result of, or in respect of, the termination of employment and/or engagement, 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 Receiver 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 Receiver and the Receiver's Affiliates and Representatives, as well as the Receiver's 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 and Receiver

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 Receiver, the Company~~, ResidualCo1~~ and ~~ResidualCo2~~ResidualCo hereby release and forever discharge the Purchaser, the Receiver, 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 Receiver or 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.

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 Company shall be deemed to transfer to~~: (i) ResidualCo1~~ ResidualCo the Excluded Liabilities, ~~and (ii) ResidualCo2~~ the Excluded Assets and the Excluded Contracts;

(b) second, 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;

(c) third, the following will occur concurrently:

(i) the Purchaser shall pay the Purchase Price to the Receiver, and

(ii) the Company shall issue the Subscribed Shares to the Purchaser, and all right, title and interest in and to the Subscribed Shares shall vest absolutely and exclusively with the Purchaser; and;

(d) fourth, all Existing Equity (other than the Subscribed Shares) 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

(e) fifth, the Receiver, shall deposit the Receivership Expense Reserve to a separate interest-bearing account in accordance with this Agreement, which amount shall be used to pay the Receivership Expense Costs (including, for greater certainty, repayment of amounts secured by the Receiver's First Borrowing Charge and the Receiver's Second Borrowing Charge).

The Purchaser, in consultation with the Receiver, 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 Receiver the following:

(a) payment to the Receiver, by wire transfer of immediately available funds, of an amount equal to the amount of the Purchase Price, less 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) and 7.3(c) have been satisfied;

(c) a certificate of status, compliance, good standing or like certificate with respect to the Purchaser issued by the appropriate Governmental Entity of its jurisdiction of incorporation; and

(d) any other agreements, documents and instruments as may be reasonably required by the Receiver 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 Receiver will deliver or cause to be delivered to the Purchaser the following:

(a) a certificate dated as of the Closing Date and executed by authorized signatory of the Receiver confirming and certifying that each of the conditions in Sections 7.2(d), 7.2(f), and 7.2(g) have been satisfied;

(b) a certificate of status, compliance, good standing or like certificate with respect to the Company issued by the appropriate Governmental Entity of its jurisdiction of incorporation;

(c) an issued Approval and Reverse Vesting Order in form and substance satisfactory to the Purchaser;

(d) a share certificate representing the Subscribed Shares (or other acceptable evidence of ownership of the Subscribed Shares) issued in the name the Purchaser; and

(e) 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.

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; and

(b) Court Approval. The following conditions will have been met: (i) the A&R Receivership Order shall have been granted by the Court; (ii) the SISP Order shall have been granted by the Court; (iii) the Approval and Reverse Vesting Order shall have been granted by the Court; and (iv) the A&R Receivership Order, the SISP Order and the Approval and Reverse Vesting Order will not have been vacated, set aside or stayed.

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) Successful Bid. This Agreement shall be the Successful Bid under the SISP;

(b) Exclusive Funding of the SISP. Unless expressly agreed in writing, the Receiver shall, following the granting of the SISP Order, not have borrowed any funds from any other party that is secured by the Receiver's First Borrowing Charge or the Receiver's Second Borrowing Charge; and, the Receiver shall not have borrowed any further funds secured by the Receiver's First Borrowing Charge beyond the principal amount prescribed in the definition of Receiver's First Borrowing Charge above.

(c) The Company's Deliverables. The Receiver will have executed and delivered or caused to have been executed and delivered to the Purchaser at or prior to the Closing all the documents contemplated in Section 6.4;

(d) Material Adverse Effect. There will not have been any Material Adverse Effect since the date hereof which is continuing;

(e) 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;

(f) 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; and

(g) 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 A&R Receivership Order 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 Receiver 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; and

(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.

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 Receiver'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 Receiver 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 Receiver will: (a) issue forthwith its Receiver'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 Receiver'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 Receiver 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 Receiver will have no liability to the Company or the Purchaser as a result of filing the Receiver r's Certificate in accordance herewith.

ARTICLE 8
TERMINATION

8.1 Grounds for Termination

(a) 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 Receivership 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 Receivership 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, 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;

(iv) 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;

(v) 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;

(vi) 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 Receiver or cured by the Purchaser prior to the earlier of (A) 10 days following the date that the Receiver provided notice to the Purchaser of such breach and (B) the Outside Date, in each case unless the Receiver is itself in material breach of its own obligations under this Agreement at the time;

(vii) by the Purchaser, if there has been a material violation or breach by the Receiver 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 Receiver 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; or

(viii) 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) 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 as contemplated in this article 8 (*Termination*), Sections 5.3 (*Personal Information*), 9.4 (*Expenses*), 9.5 (*Public Announcements*), 9.6 (*Notices*), 9.10 (*Waiver and Amendment*), 9.13 (*Governing Law*), 9.14 (*Dispute Resolution*), 9.15 (*Attornment*), 9.16 (*Successors and Assigns*), 9.17 (*Assignment*), and 9.18 (*Third Party Beneficiaries*), which will survive the termination.

8.3 Treatment of Deposit

(a) In the event that this Agreement is terminated by the Company pursuant to Section 8.1(a)(vi), the Deposit shall be forfeited by the Purchaser and retained by the Receiver on behalf of the Company as a genuine estimate of liquidated damages, and not as a penalty, and such forfeiture shall be the Company's and the Receiver's sole and exclusive remedy with respect to such breach by the Purchaser or the Purchaser's failure to close the transactions contemplated under this Agreement.

(b) In the event that this Agreement is terminated for any other reason, the Deposit shall be promptly returned to the Purchaser following such termination. The return of the Deposit shall be the Purchaser's sole and exclusive remedy for any termination of this Agreement.

ARTICLE 9
GENERAL

9.1 Receiver's Capacity

The Purchaser acknowledges and agrees that the Receiver, acting in its capacity as the Receiver in the Receivership Proceedings, will have no liability whatsoever in connection with this Subscription Agreement or the Transactions, whether in its capacity as Receiver, in its personal capacity or otherwise, and that the representations, covenants, obligations and agreements of the Company~~, ResidualCo1 and ResidualCo2~~ and ResidualCo pursuant to this Subscription Agreement and any related or ancillary document shall be those of the Company~~, ResidualCo1 and ResidualCo2~~ and ResidualCo exclusively and shall not constitute, or be deemed to constitute, representations, covenants, obligations or agreements of the Receiver.

9.2 Transaction Structure

The Purchaser, with the prior consent of the Receiver, 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.

9.3 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.

9.4 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).

9.5 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 press releases and court materials, and to the filing of this Agreement with the Court in connection with the Receivership 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.

9.6 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 Receiver 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:

Globus Medical, Inc.
2560 General Armistead Ave.
Audubon, PA 19403

Attention: Kelly Huller, EVP, General Counsel

Email: khuller@globusmedical.com

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

Borden Ladner Gervais LLP

1000, rue De La Gauchetière Ouest, bureau / suite 900
Montréal, QC, Canada H3B 5H4

Attention: Neil Hazan / Kevin Mailloux

E-mail: nhazan@blg.com / kmailloux@blg.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 9.6 by notice to the other Parties given in the manner provided by this Section 9.6.

9.7 Time of Essence

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

9.8 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.

9.9 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.

9.10 Waiver and Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement will be binding unless executed in writing by the Receiver and the Purchaser (including by way of e-mail). 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.

9.11 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.

9.12 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.

9.13 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.

9.14 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 Receivership Proceeding, or by any other Person or in any other manner as the Court may direct.

9.15 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 9.15. Each Party agrees that service of process on the Party as provided in this Section 9.15 will be deemed effective service of process on that Party.

9.16 Successors and Assigns

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

9.17 Assignment

The Receiver 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 Receiver, 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 9.17 is null and void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations hereunder.

9.18 Third Party Beneficiaries

Except with respect to: (a) ~~ResidualCo1~~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 ~~ResidualCo1~~ResidualCo as an Excluded Liability~~ at the Closing; (b) ResidualCo2 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 ResidualCo2 as an~~, Excluded Asset and Excluded Contract at the Closing; and (~~c~~b) EDC as it relates to all rights, covenants, obligations and benefits in favour of EDC under this Agreement, including the releases granted pursuant to Section 5.4 and Section 5.9, 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.

9.19 Counterparts

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

9.20 Extension Effective Date

The Receiver agrees that the July Cost Estimate shall be used to pay those expenses set out in the budget estimate settled as between the Receiver and the Purchaser by email dated June 21, 2026. The Receiver and the Purchaser further agree that the Purchaser may request that the Receiver pay specified additional expenses, provided that the Purchaser pre-funds such expense amounts to the Receiver's designated account. Any balance of the July Cost Estimate which remains unused on the day of Closing shall be applied by the Receiver to partially settle the Purchase Price.

[*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.

GLOBUS MEDICAL, INC.

By: ______________________________

Name: Kelly Huller

Title: Executive Vice President, General Counsel

I have authority to bind the corporation

SYNAPTIVE MEDICAL INC., by and through its court-appointed receiver, RICHTER INC., solely in such capacity and not in its personal capacity

By: ______________________________

Name:

Title:

I have authority to bind the Company

Exhibit "A" - Approval and Reverse Vesting Order

Form of Approval & Reverse Vesting Order to be settled between the Receiver 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" - Retained Liabilities

Nil.

Schedule "B" - Encumbrances to be Discharged

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)	SYNAPTIVE MEDICAL INC.	CONSTANTINE ZACHOS		X	X	X	X	X
	No Fixed Maturity Date								
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.							

	File No.	Reg. No.	Debtor(s)	Secured Party	Collateral Class.					
					CG	I	E	A	O	MV
	517557663 ***PPSA***	20250623 1312 1590 5969 Reg. 7 year(s)	SYNAPTIVE MEDICAL INC.	EXPORT DEVELOPMENT CANADA		X	X	X	X	X
	File No.	**Reg. No.**	**Debtor(s)**	**Secured Party**	**Collateral Class.**					
					CG	**I**	**E**	**A**	**O**	**MV**
	787953573 ***PPSA***	20221027 4626 1590 5739 Reg. 4 year(s)	SYNAPTIVE MEDICAL INC.	EXPORT DEVELOPMENT CANADA		X	X	X	X	X

Schedule "C" - Excluded Assets

1. Any equity in any affiliate or subsidiary held by the Company, if any.
2. All books, records, files, papers, books of account and other tax and financial data related to the Excluded Liabilities.

Schedule “D” - Excluded Contracts

All Contracts including:

1. All Contracts involving repayable contributions and no further funding to the Company.
2. All guaranties or sureties of the Company.
3. All agreements of the Company with Subsidiaries.
4. Repurchase Agreement between Synaptive Medical Inc. and Bangkok Unitrade Co. Ltd. dated July 4, 2025.
5. Repurchase Agreement (BB#1) between Synaptive Medical Inc. and Life Healthcare Pty Limited dated June 28, 2025.
6. Repurchase Agreement (BB#3) between Synaptive Medical Inc. and Life Healthcare Pty Limited dated June 28, 2025.
7. Bill of Sale Agreement between Synaptive Medical Inc. and 1001045838 Ontario Inc. dated December 31, 2024.
8. Distribution Agreement between Synaptive Medical Inc. and Yannawa Capital Pte Ltd. dated March 19, 2026.
9. The current shareholder agreement
10. The current stock option plan
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. Marketing and Support Services Agreement between Synaptive Medical Inc. and Stryker Corporation dated July 28, 2023.
17. 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.
18. Purchasing Agreement between HCA Management Services, L.P. and Synaptive Medical Inc., as amended.
19. 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.
20. Settlement Agreement between Karl Storz Endoscopy-America, Inc. and Synaptive Medical Inc. dated February 14, 2019.
21. 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.

22. All other outlicense agreements involving the Company in respect of ClearCanvas technology.
23. All master sales agreements and similar agreements and related purchase orders with customers of the Company.
24. All product support, onsite clinical services, and similar agreements with customers of the Company.
25. Agreement between the Province of Nova Scotia Department of Public Works and Synaptive Medical Inc. dated October 29, 2024 and amended November 22, 2024.
26. Design-Build Stipulated Price Contract between Synaptive Medical Inc. and Health Care Solutions Inc.
27. Value Added Resellers Agreement between Synaptive Medical Inc. and Barco, Inc. dated January 10, 2017.
28. Reseller Agreement between Synaptive Medical Inc. and Toshiba America Information Systems, Inc. (and assigned to Canon Medical Components USA, Inc.) dated October 23, 2017.
29. 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.
30. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2020-1007 (as amended).
31. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2020-1009 (as amended).
32. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2020-1023.
33. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2021-1098 (as amended).
34. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2022-3207.
35. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2022-3212.
36. Sunnybrook Research Institute INOVAIT Ultimate Recipient Agreement for Project 2022-4056.
37. Contribution Agreement between Synaptive Medical Inc. and the Minister of State (Federal Economic Development Agency for Southern Ontario) dated May 16, 2024.
38. OTF Grant Agreement between Synaptive Medical Inc. and the Ontario Minister of Economic Development, Job Creation and Trade dated March 14, 2023.
39. 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.

40. Letter of Intent and Bill of Sale between Synaptive Medical Inc. and 1001045838 Ontario Inc.

41. All Real Property Leases, except in respect of the 555 Richmond Street West location.
42. Industrial Building Lease between Synaptive Medical Inc. and Piret (Skymark Satellite) Holdings Inc. dated July 25, 2024.
43. Commercial Lease between Synaptive Medical Inc. and Dancor of London Inc. dated July 7, 2021 and amended June 2, 2022.

Schedule “E” - Excluded Liabilities

1. Convertible notes and other indebtedness for borrowed money.
2. Liabilities under repayable contributions and other debt-like agreements that will not provide further funding to the Company.
3. All outstanding Causes of Action against the Company.
4. All Claims against the Company by employees or former employees of 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.[2]

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

	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.	Enquiry Page No.	Debtor(s)	Secured Party	Collateral Class. CG	I	E	A	O	MV	Comments
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. CG	I	E	A	O	MV	Comments
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.

	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.

Schedule “I” - Retained Contracts

Nil.

Summary report: **Litera Compare for Word 11.8.0.56 Document comparison done on 7/8/2026 6:47:53 PM**	
Style name: Standard	
Intelligent Table Comparison: Active	
Original filename: C:\Users\satin\Downloads\Globus - Synaptive - Subscription Agreement dated June 30, 2026 - Execution Copy (2).docx	
Modified filename: C:\Users\satin\Downloads\Globus - Synaptive - Amended and Restated Subscription Agreement dated June 30, 2026 - Execution Copy.docx	
Changes:	
Add	29
~~Delete~~	32
~~Move From~~	2
Move To	2
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	65