

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

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

IN THE MATTER OF THE RECEIVERSHIP OF
SYNAPTIVE MEDICAL INC. and 1001665935 ONTARIO INC.

**APPLICATION UNDER THE *BANKRUPTCY AND INSOLVENCY ACT*, RSC 1985,
C B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, RSO
1990, C C.43, AS AMENDED**

**ORDER
(Distribution and Claims Procedure)**

THIS MOTION, made by Richter Inc. in its capacity as the court-appointed receiver of Synaptive Medical Inc. (“**Synaptive**”) and 1001665935 Ontario Inc. (“**ResidualCo**”) (in such capacity, the “**Receiver**”), pursuant to the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended, (the “**BIA**”) for an order, among other things: (i) establishing a negative notice claims procedure to identify and quantify claims against Synaptive or ResidualCo arising in connection with certain subordinated secured promissory notes issued by Synaptive; (ii) approving certain distributions of funds to creditors; (iii) approving the Receiver’s Second Report (as defined herein), and the Receiver’s activities, conduct and decisions set out therein; and (iv) granting certain ancillary relief, was heard this day by judicial videoconference in Toronto, Ontario.

ON READING the motion record of the Receiver dated June 30, 2026 (the “**Motion Record**”), the Second Report of the Receiver dated June 30, 2026 (the “**Second Report**”), and on hearing the submissions of counsel for the Receiver, and those other parties listed on the counsel

slip, no one else appearing although duly served as appears from the lawyer's certificates of service of Jasmine Landau, filed,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. **THIS COURT ORDERS** that, unless otherwise specified, capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the amended and restated receivership order in this proceeding dated April 28, 2026 (as may be further amended and restated from time to time, the "**Receivership Order**").

3. **THIS COURT ORDERS** that for the purposes of this Order, the following terms shall have the following meanings:

- (a) "**Accepted Claim**" means a Junior Noteholder Claim, that is set out in a Statement of Accepted Claim prepared by the Receiver, which claim shall be: (i) valued in accordance with the Receiver's assessment of the Claim, based on the Books and Records, and any negotiations with such Accepted Claimants; and (ii) deemed to be accepted in the amount set out therein unless otherwise disputed by an Accepted Claimant in accordance with the procedures outlined herein;

- (b) **“Accepted Claimant”** means any Person to whom a Statement of Accepted Claim is addressed and delivered by the Receiver in accordance with the procedures set out in this Order;
- (c) **“Accepted Notice Claims Package”** means the document package to be disseminated by the Receiver to all Junior Noteholders in accordance with the terms of this Order, which shall consist of the Junior Noteholders’ Statement of Accepted Claim, a Notice of Dispute of Claim form, and such other materials as the Receiver may consider appropriate;
- (d) **“ARVO”** means the Approval and Reverse Vesting Order of the Honourable Justice Dietrich granted in this proceeding dated July ~~8~~^{10th}, 2026;
- (e) **“Books and Records”** means the written material obtained by the Receiver in respect of the Property (as defined in the Receivership Order);
- (f) **“Business Day”** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (g) **“Claims Bar Date”** means 5:00 p.m. (Toronto time) on August 5, 2026;
- (h) **“Junior Noteholder Claim”** means any right or claim of a Junior Noteholder against Synaptive or ResidualCo, as applicable, in connection with any indebtedness, liability or obligation of any kind whatsoever arising under or in connection with the Junior Notes, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, and whether or not such right is executory or anticipatory in nature;

- (i) **“Junior Noteholders”** means the holders of the Junior Notes;
- (j) **“Junior Noteholders Claims Procedure”** means the procedures for the identification and quantification of Junior Noteholder Claims as set out in this Order;
- (k) **“Junior Notes”** means a series of 47 subordinated secured promissory notes dated June 26, 2025 issued by Synaptive to various investors;
- (l) **“Notice of Dispute of Claim”** means the notice, substantially in the form attached as Schedule “B” hereto, which may be delivered to the Receiver by an Accepted Claimant disputing a Statement of Accepted Claim, with reasons for its dispute;
- (m) **“Order”** means this Claims Procedure Order;
- (n) **“Person”** means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, joint venture, unincorporated organization, governmental unit, body or agency, or any other entity;
- (o) **“Proven Junior Noteholder Claim”** means an Accepted Claim that has been accepted or finally determined, in such finally determined amount, in accordance with the procedures set out in this Order; and
- (p) **“Statement of Accepted Claim”** means the respective statements to be prepared by the Receiver and disseminated to each Accepted Claimant in accordance with the terms of this Order, each of which shall state the amount of such Accepted Claimant’s Accepted Claim and which statement shall be substantially in the form attached as Schedule “A” hereto.

CLAIMS PROCEDURE

4. **THIS COURT ORDERS** that as soon as practicable, but no later than 5:00 p.m. on the tenth Business Day following the date of this Order, the Receiver shall cause a Junior Noteholders Claims Package to be sent to every Junior Noteholder at its last known municipal or email address.

5. **THIS COURT ORDERS** that the Junior Noteholders Claims Procedure and the forms of Statement of Accepted Claim and Notice of Dispute of Claim attached to this Order are hereby approved. Notwithstanding the foregoing, the Receiver may, from time to time, make minor non-substantive changes to the forms as it may consider necessary or desirable.

6. **THIS COURT ORDERS** that the sending of a Junior Noteholders Claims Packages to the applicable Persons as described above and the completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice of this Order and the Claims Bar Date on all Persons who may be entitled to receive notice, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

7. **THIS COURT ORDERS** that if an Accepted Claimant wishes to dispute the amount of its Accepted Claim as set out in the relevant Statement of Accepted Claim, the Accepted Claimant shall deliver to the Receiver a Notice of Dispute of Claim which must be received by the Receiver by no later than the Claims Bar Date. Such Notice of Dispute of Claim shall include all relevant details of the dispute with respect to the Accepted Claim.

8. **THIS COURT ORDERS** that if an Accepted Claimant does not deliver to the Receiver a properly completed Notice of Dispute of Claim that is received by the Receiver by the Claims Bar Date, then (a) the Accepted Claimant shall be deemed to have accepted the amount of its Accepted

Claim as set out in their Statement of Accepted Claim, and (b) any and all rights of the Accepted Claimant to dispute the nature or amount of their Junior Noteholder Claim as determined in the Statement of Accepted Claim, or otherwise to assert or pursue their Junior Noteholder Claim, shall be forever extinguished and barred without further act or notification.

9. **THIS COURT ORDERS** that the Receiver shall review any Notices of Dispute of Claim that are received on or before the Claims Bar Date and determine whether, in the view of the Receiver, the bases of the claimant's dispute set out therein are valid or if a change to the relevant claim amount is otherwise appropriate. If the Receiver deems appropriate, it may revise its assessment of any Accepted Claim to address any such valid bases of dispute. The Receiver may attempt to resolve any dispute raised in a Notice of Dispute and settle the claim with the relevant Accepted Claimant. In the event that a dispute is not settled within a time period or in a manner satisfactory to the Receiver, the Receiver may make a motion to the Court for the final determination of the Accepted Claim.

10. **THIS COURT ORDERS** that the Receiver may set off (whether by way of legal, equitable or contractual set-off) against any Accepted Claim, any claims of any nature whatsoever, including, without limitation, contingent claims, that Synaptive or ResidualCo may have against such Accepted Claimant arising prior to the date of this Order, provided that such set-off satisfies the requirements for legal, equitable or contractual set-off to the extent permitted by applicable law as may be determined by the Court. However, neither the failure to assert set-off nor the allowance of any Accepted Claim hereunder shall constitute a waiver or release by the Receiver of any such claim that the Receiver or Synaptive or ResidualCo may have against such Accepted Claimant that could have been asserted by way of set-off.

11. **THIS COURT ORDERS** that if Junior Noteholder or an Accepted Claimant transfers or assigns its Claim to another Person, the Receiver shall not be obligated to give notice to or otherwise deal with the transferee or assignee of such claim in respect thereof unless and until written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Receiver in writing and thereafter such transferee or assignee shall, for the purposes hereof, constitute the Accepted Claimant in respect of such claim and the Receiver shall thereafter only be required to deal with such transferee or assignee and not the original Junior Noteholder or Accepted Claimant. A transferee or assignee of a Junior Noteholder Claim or an Accepted Claim takes such claim subject to any rights of set-off against the transferor or assignor of such Claim. For greater certainty, a transferee or assignee of a Junior Noteholder Claim or Accepted Claim shall not be entitled to set-off, apply, merge, consolidate or combine any Accepted Claim assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to Synaptive or ResidualCo.

DISTRIBUTIONS

12. **THIS COURT ORDERS** capitalized terms used in paragraphs 13 to 17 of this Order and not otherwise defined herein shall have the meanings ascribed to them in the Subscription Agreement dated June 30, 2026, as appended to the Second Report.

13. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to distribute from cash on hand in the receivership estate including the proceeds of the Purchase Price (**“Proceeds”**):

- (a) \$100,000 plus accrued and unpaid interest to Export Development Canada (“**EDC**”) in full and final satisfaction of amounts borrowed under the Receiver’s First Borrowings Charge;
- (b) \$1,000,000 plus accrued and unpaid interest to 1001599881 Ontario Inc. in full and final satisfaction of amounts borrowed under the Receiver’s Second Borrowings Charge; and
- (c) \$50,000 to 1001599881 Ontario Inc. in full and final satisfaction of the Expense Reimbursement owed to 1001599881 Ontario Inc. pursuant to the terms of the Stalking Horse Bid (as defined in the First Report of the Receiver dated May 7, 2026 (the “**First Report**”)).

14. **THIS COURT ORDERS** that the Receiver is hereby authorized and directed to distribute from the balance of cash on hand in the receivership, including the Proceeds (net of the Receiver’s Expense Reserve) (the “**Net Proceeds**”):

- (a) all amounts required to be paid by the Receiver to satisfy claims under section 81.4 of the *BIA*; and
- (b) the Canadian dollar equivalent of US\$6,000,000 plus accrued and unpaid interest to EDC in full and final satisfaction of the obligations under the Senior Note (as defined in the First Report).

15. **THIS COURT ORDERS** that the Receiver is hereby authorized to take all necessary steps and actions to effect each of the payments and distributions in accordance with the provisions of this Order from time to time and shall not incur any liability as a result of making any such payments or distributions.

16. **THIS COURT ORDERS** that notwithstanding anything else contained in this Order, each of the payments and distributions provided for in this Order shall be made free and clear of all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Receivership Order; and (ii) all charges, security interests, liens, trusts, or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property or real property registry system.

17. **THIS COURT ORDERS** that the Receiver or any other person facilitating payments and distributions pursuant to this Order shall be entitled to deduct and withhold from any such payment or distribution such amounts as may be required to be deducted or withheld under any applicable law and to remit such amounts to the appropriate governmental authority or other person entitled thereto as may be required by such law. To the extent that amounts are so withheld or deducted and remitted to the appropriate governmental authority or other person entitled thereto, such withheld or deducted amounts shall be treated for all purposes as having been paid pursuant to this Order.

APPROVAL OF RECEIVER'S REPORT

18. **THIS COURT ORDERS** that the Second Report, and the activities, conduct and decisions of the Receiver set out therein are hereby ratified and approved, provided that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or use in any way such approval.

FURTHER PROTECTIONS FOR THE RECEIVER

19. **THIS COURT ORDERS** that in carrying out the terms of this Order:

- (a) the Receiver shall have all the protections given to it as an officer of this Court, as applicable, including the stay of proceedings in its favour;
- (b) the Receiver shall incur no liability or obligation as a result of the carrying out of the provisions of this Order;
- (c) the Receiver shall be entitled to rely on the Books and Records without independent investigation; and
- (d) the Receiver shall not be liable for any claims or damages resulting from any errors or omissions in such Books and Records.

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

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *BIA* in respect of any of the Respondents and any bankruptcy order issued pursuant to any such application; and
- (c) any assignment in bankruptcy made in respect of any of the Debtors;

any payment or distribution made pursuant to this Order is final and irreversible and shall be binding on any trustee in bankruptcy that may be appointed in respect of any of the Respondents and shall not be void or voidable by creditors of such entity, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at

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

GENERAL

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

22. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal and regulatory or administrative bodies, having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Order and to assist the Receiver and its respective agents in carrying out the terms of this Order. All courts, tribunals and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its respective agents in carrying out the terms of this Order.



SCHEDULE “A”

STATEMENT OF ACCEPTED CLAIM

●, 2026

[Name]

[Address]

Dear ●:

Re: Junior Noteholder Claims in the Receivership of Synaptive Medical Inc. et al. (Court File: CL-26-00000173-0000)

Richter Inc. was appointed as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of Synaptive Medical Inc. (“**Synaptive**”), pursuant to an order (as amended and restated, the “**Receivership Order**”) of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) (the “**Receivership Proceedings**”). A copy of the Receivership Order and other information relating to the Receivership Proceedings has been posted to <https://www.richter.ca/insolvencycase/synaptive-medical-inc/> (the “**Receiver’s Website**”).

Various liabilities and assets of Synaptive will be transferred to and vested in ResidualCo upon the closing of the transactions contemplated under the Approval Reverse Vesting Order granted by the Court on July 8, 2026 (“**ARVO**”). Under the ARVO, ResidualCo was added as a debtor entity in the Receivership Proceedings. Also on July 8, 2026, the Court granted an order (the “**Claims Procedure Order**”) providing for a claims process (the “**Claims Process**”) for the determination of claims of the holders of a series of subordinated secured promissory notes dated June 26, 2025 issued by Synaptive Medical Inc. (the “**Junior Notes**”). All terms used but not defined in this Statement of Accepted Claim shall have the meanings ascribed thereto in the Claims Procedure Order.¹

The purpose of this Statement of Accepted Claim is to inform you about your claim in the Claims Process in respect of the Junior Notes.

Claims Process

Under the Claims Procedure Order, the Receiver is required to send a notice to each Accepted Claimant outlining the quantum of their Accepted Claim that the Receiver is prepared to allow in the Claims Process (a “**Statement of Accepted Claim**”).

¹ For ease of understanding, references to claims against Synaptive set out herein shall be deemed to be references to claims against ResidualCo upon the closing of the transactions contemplated by the ARVO

This Statement of Accepted Claim contains the full amount of your Accepted Claim against Synaptive, that the Receiver will allow as an accepted claim in the Claims Process, which has been valued based on the books and records of Synaptive and any negotiations that the Receiver has had with you regarding the amounts owed by Synaptive to you in respect of the Junior Notes.

Your total claim has been assessed by the Receiver as follows:

Your Accepted Claim has been assessed as a secured claim in the amount of \$● against Synaptive. Details of your claim are set out in the attached schedule.

If you agree with the Receiver's assessment of your claim, you need not take any further action.

IF YOU WISH TO DISPUTE THE ASSESSMENT OF YOUR CLAIM, YOU MUST TAKE THE STEPS OUTLINED BELOW.

Disagreement with Assessment:

If you disagree with the Receiver's assessment of your Accepted Claim set out in this Statement of Accepted Claim, you must complete and return to the Receiver a Notice of Dispute of Claim asserting a claim in a different amount supported by appropriate documentation. A blank Notice of Dispute of Claim form is enclosed with this notice. The Notice of Dispute of Claim with supporting documentation disputing the within assessment of your claim **must be received by the Receiver no later than 5:00 p.m. (Toronto time) on August 5, 2026 (the "Claims Bar Date")**.

If no such Notice of Dispute of Claim is received by the Receiver by the Claims Bar Date, the amount of your claim will be, subject to further order of the Court, conclusively deemed to be as shown in this Statement of Accepted Claim.

The Notice of Dispute of Claim must be submitted by delivery to the Receiver by registered mail, personal delivery, courier, facsimile transmission or email (in PDF format) at the address below:

Richter Inc.
181 Bay Street
Bay Wellington Tower, Suite 3510
Toronto, ON M5J 2T3

Attention: Karen Kimel
Email: KKimel@Richter.ca
Tel: 416.646.8375

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Receiver upon actual receipt thereof by the Receiver during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

Important Deadlines:

If you do not file a Notice of Dispute of Claim by the Claims Bar Date, you will have no further right to dispute your Claim, which shall be allowed in the amount set out herein, and you will be barred from asserting any such dispute in the future.

This Statement of Accepted Claim does not affect any claim other than the Accepted Claim referred to herein. This Statement of Accepted Claim should include all claims in connection with the Synaptive Junior Notes that you may have in accordance with the books and records of Synaptive, unless expressly stated otherwise. If you believe this Statement of Accepted Claim does not contain the entirety of your Accepted Claim, you must include your whole claim in the Notice of Dispute of Claim.

More Information:

If you have questions regarding the foregoing, you may contact the Receiver at 416-485-2345 or <https://www.richter.ca/insolvencycase/synaptive-medical-inc/>

Yours truly,

SCHEDULE “B”

NOTICE OF DISPUTE OF CLAIM For Accepted Claims against Synaptive Medical Inc.²

Capitalized terms used but not defined in this Notice of Dispute of Claim shall have the meanings ascribed to them in the Order of the Ontario Superior Court of Justice (Commercial List) in the receivership proceedings of Synaptive Medical Inc. et al. dated July 8, 2026 (the “**Claims Procedure Order**”). You can obtain a copy of the Claims Procedure Order on the Receiver’s website at <https://www.richter.ca/insolvencycase/synaptive-medical-inc/>.

1. Particulars of Claimant:

Claims Reference Number: _____

Full Legal Name of Claimant (include trade name, if applicable)

(the “**Claimant**”)

Full Mailing Address of the Claimant:

Other Contact Information of the Claimant:

Telephone Number: _____

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

2. Particulars of original Accepted Claimant from whom you acquired the claim (if applicable):

² For ease of understanding, references to claims against Synaptive set out herein shall be deemed to be references to claims against ResidualCo upon the closing of the transactions contemplated by the ARVO

Have you acquired this claim from a Accepted Claimant by assignment?

Yes: ☐ No: ☐

If yes and if not already provided, attach documents evidencing assignment.

Full Legal Name of original Accepted Claimant: _____

3. Dispute of Accepted Claim:

The Claimant hereby disputes the value of its Accepted Claim as set out in the Statement of Accepted Claim dated _____ and asserts a claim as follows:

Claim	Applicable Debtor(s)	Currency	Amount Allowed per Statement of Accepted Claim:	Amount claimed by claimant:
Total Claim			\$	\$

(Insert particulars of your claim as per the Statement of Accepted Claim, and the value of your claim(s) as asserted by you)

4. Reasons for Dispute:

Please describe the reasons and basis for your dispute of the amount of your claim as set out in your Statement of Accepted Claim. You may attach a separate schedule if more space is required. Provide all applicable documentation supporting your dispute, including any calculation of the amount, description of transaction(s) or agreement(s), name of any guarantor(s) which has guaranteed the claim, and amount of claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed, as well as a description of the security, if any, granted by Synaptive Medical Inc. to the claimant and estimated value of such security. The particulars provided must support the value of the claim as stated by you in item 3, above. However, take note that the Claims Process and the Accepted of Claim relate only to claims for amounts owed under the Synaptive Junior Notes. Any claims against Synaptive Medical Inc. that are not in relation to the Synaptive Junior Notes should not be included here.

5. Certification

I hereby certify that:

1. I am the claimant or an authorized representative of the claimant.
2. I have knowledge of all the circumstances connected with this claim.
3. The claimant submits this Notice of Dispute of Claim in respect of the claim referenced above.
4. All available documentation in support of the claimant's dispute is attached.

All information submitted in this Notice of Dispute of claim must be true, accurate and complete. Filing false information relating to your claim may result in your claim being disallowed in whole or in part and may result in further penalties.

Witness³

Signature: _____
(signature)

Name: _____

Title: _____
(print)

Dated at _____ this _____ day of _____, 2026.

This Notice of Dispute of Claim MUST be received by the Receiver no later than 5:00 p.m. (Toronto time) on August 5, 2026 (the "Claims Bar Date").

This Notice of Dispute of Claim must be delivered to the Receiver by registered mail, personal delivery, courier, facsimile transmission or email (in PDF format) at the address below:

Richter Inc.
181 Bay Street
Bay Wellington Tower, Suite 3510

³ Witnesses are required if an individual is submitting this Notice of Dispute of Claim by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email.

Toronto, ON M5J 2T3

Attention: Karen Kimel
Email: KKimel@Richter.ca
Tel: 416.646.8375

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Receiver upon actual receipt thereof by the Receiver during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

IF A NOTICE OF DISPUTE OF CLAIM IS NOT RECEIVED BY THE RECEIVER WITHIN THE PRESCRIBED TIME PERIOD, THE CLAIM AS SET OUT IN THE STATEMENT OF ACCEPTED CLAIM WILL BE BINDING ON YOU AND YOU WILL HAVE NO FURTHER RIGHT TO DISPUTE SUCH CLAIM.

**IN THE MATTER OF THE RECEIVERSHIP OF
SYNAPTIVE MEDICAL INC. AND 1001665935 ONTARIO INC.**

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at TORONTO

ORDER
(Distribution and Claims Procedure)

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Lawyers for Richter Inc.,
in its capacity as Court-Appointed Receiver of Synaptive Medical
Inc. and 1001665935 Ontario Inc.