

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
1001270243 ONTARIO INC.**

**SECOND SUPPLEMENTARY RESPONDING MOTION RECORD
OF RICHARD GOLDGLASS AND OTHER TERMINATED EMPLOYEES**

(Motion for WEPP Relief, returnable June 10, 2026)

May 15, 2026

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Lawyers for Richard Goldglass and other
terminated employees of Synaptive Medical Inc.

TO: THE SERVICE LIST

TABLE OF CONTENTS

DESCRIPTION	TAB
Affidavit of Abir Shamim , sworn on May 15, 2026	1.
Exhibit A: Amended and Restated Receivership Order dated May 13, 2026 in the matter of <i>Export Development Canada v Synaptive Medical Inc.</i> (Toronto CL-26-00000173-0000)	A.
Exhibit B: Email from Walter Kravchuk, counsel to Employment and Social Development Canada, to Andrew J. Hatnay of Koskie Minsky LLP dated May 11, 2026	B.
Exhibit C: Email from Walter Kravchuk, counsel to Employment and Social Development Canada, to Andrew J. Hatnay of Koskie Minsky LLP dated May 14, 2026	C.

TAB 1

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

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

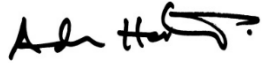
**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
1001270243 ONTARIO INC.**

**AFFIDAVIT OF ABIR SHAMIM
(sworn May 15, 2026)**

I, Abir Shamim, of the City of Mississauga, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am an associate with the law firm, Koskie Minsky LLP, lawyers for Richard Goldglass and other terminated employees of Synaptive Medical Inc.
2. Attached hereto and marked as **Exhibit "A"** is a copy of an Amended and Restated Receivership Order dated May 13, 2026 appointing Richter Inc. as a receiver over Synaptive Medical Inc. in the matter of *Export Development Canada v Synaptive Medical Inc.* (Toronto CL-26-00000173-0000).
3. Attached hereto and marked as **Exhibit "B"** is a copy of an email from Walter Kravchuk, counsel to Employment and Social Development Canada, to Andrew J. Hatnay of Koskie Minsky LLP dated May 11, 2026.
4. Attached hereto and marked as **Exhibit "C"** is a copy of an email from Walter Kravchuk, counsel to Employment and Social Development Canada, to Andrew J. Hatnay of Koskie Minsky LLP dated May 14, 2026.

SWORN REMOTELY by Abir Shamim of the City of Mississauga, in the Province of Ontario, before me in the City of Toronto, in the Province of Ontario, on May 15, 2026, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



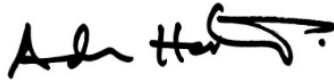
A Commissioner for Taking Affidavits, etc.

Andrew J. Hatnay
LSO# 31885W



ABIR SHAMIM

This is **Exhibit "A"**
referred to in the Affidavit of Abir Shamim
sworn before me this 15th day of May, 2026.

A handwritten signature in black ink, appearing to read "Andrew J. Hatnay". The signature is stylized and includes a long horizontal stroke at the end.

A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Andrew J. Hatnay
LSO# 31885W



Court File No. CL-26-00000173-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) WEDNESDAY, THE 13TH
JUSTICE J. DIETRICH) DAY OF MAY, 2026

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

RECEIVERSHIP ORDER
(AMENDED AND RESTATED)

THIS APPLICATION made by the Applicant, Export Development Canada (“**EDC**”), and proceeding on consent of the parties, for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, RSO 1990, c C.43, as amended (the “**CJA**”) appointing Richter Inc. (“**Richter**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, of all of the assets, undertakings and properties of Synaptive Medical Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, was heard this day by Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the Application Record of EDC, including the Affidavit of Jessica Markic sworn April 24, 2026 and the exhibits thereto, and the Consent of the Debtor to relief sought therein, and on hearing the submissions of counsel for EDC and counsel for the Receiver, and such other parties listed on the participant information form, no one else appearing although duly served as appears from the Lawyer's Certificates of Service of Julia Chung dated April 24, 2026 and April 27, 2026 and on reading the Consent of Richter to act as the Receiver, filed,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Richter is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

3. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor, and to act as the trustee in bankruptcy of the Debtor;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof, and/or soliciting engagement proposals by brokers or listing agents, and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, as the case may be, shall not be required;

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person’s possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver’s request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person’s possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege

attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

7. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

NO PROCEEDINGS AGAINST THE RECEIVER

8. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

9. **THIS COURT ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

11. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence

or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

EXCEPTION TO STAY OF PROCEEDINGS

12. **THIS COURT ORDERS** that nothing in this Order, including the stay of proceedings set out herein, shall prevent or restrict the continuation, prosecution, hearing, determination, or enforcement of the amended motion commenced by the Debtor on October 17, 2025 in Court File No. CV-25-00739279-00CL, styled *In the Matter of a Plan or Compromise of Arrangement of 1001270243 Ontario Inc.* (the “**Excluded Motion**”) and the stay of proceedings shall not apply to the Excluded Motion and any related or ancillary motion or any steps taken in connection therewith.

CONTINUATION OF SERVICES

13. **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor’s current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. **THIS COURT ORDERS** that any and all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor’s behalf, may terminate the employment of any such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

16. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver may disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to

their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

17. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver’s duties and powers

under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

18. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

19. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow from Export Development Canada (“**EDC**”) by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$400,000 at any time, at a rate of 8% per annum, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures and the fees and disbursements of the Receiver and its counsel. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**First Receiver’s Borrowings Charge**”) in favour of EDC as security for the payment of the monies borrowed, together with interest and charges thereon in priority to all security interests, fees, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA. The First Receiver’s Borrowings Charge shall have the priority set out in paragraphs 24 and 25 herein.

23. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow from 1001599818 Ontario Inc. (the “**Stalking Horse Bidder**”) by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,000,000 at any time, at a rate of 8% per annum, for the purpose of funding the exercise of the powers and duties conferred upon the

Receiver by this Order, including interim expenditures and the fees and disbursements of the Receiver and its counsel. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the “**Second Receiver’s Borrowings Charge**”) in favour of the Stalking Horse Bidder as security for the payment of the monies borrowed, together with interest and charges thereon in priority to all security interests, fees, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA. The Second Receiver’s Borrowings Charge shall have the priority set out in paragraphs 24 and 25 herein.

24. **THIS COURT ORDERS** that the priorities of the Receiver’s Charge, First Receiver’s Borrowings Charge and Second Receiver’s Borrowings Charge, as among them, shall be as follows:

First – Receiver’s Charge;

Second – First Receiver’s Borrowings Charge; and

Third – Second Receiver’s Borrowings Charge.

25. **THIS COURT ORDERS** that, notwithstanding the priorities set out in paragraph 24 herein, in the event that (i) the Stalking Horse Bid is selected as or deemed to be the Successful Bid under the SISP approved pursuant to the Order of this Court dated May 13, 2026 (the “**SISP Order**”), and (ii) the Transaction contemplated by the Stalking Horse Bid does not close by reason of the breach or default of the Stalking Horse Bidder, then the Second Receiver’s Borrowings Charge shall be subordinated and postponed in all respects to the security granted to Export Development Canada by the Debtor as security for its obligations under that certain senior secured promissory note between the Debtor and EDC in the principal amount of US\$6,000,000. All

capitalized terms used in this paragraph which are otherwise undefined have the meanings set out in the SISP Order.

26. **THIS COURT ORDERS** that neither the First Receiver's Borrowings Charge, the Second Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

27. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

28. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

29. **THIS COURT ORDERS** that The Guide Concerning Commercial List E-Service (the "**Guide**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a

Case Website shall be established in accordance with the Guide with the following URL:
<https://www.richter.ca/insolvencycase/synaptive-medical-inc/>.

30. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Guide is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by email, prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's creditors or other interested parties at their respective addresses as last shown on the records of the Debtor and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

31. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

32. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

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

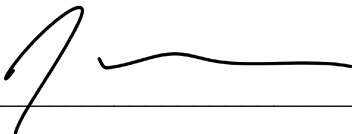
be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

34. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

35. **THIS COURT ORDERS** that EDC shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of EDC's security or, if not so provided by EDC's security, then on a full indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

36. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver, EDC, and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

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



SCHEDULE “A”
RECEIVER CERTIFICATE

CERTIFICATE NO. [●]

AMOUNT \$ [●]

1. THIS IS TO CERTIFY that Richter Inc., the receiver and manager (in such capacity, the “**Receiver**”) of the assets, undertakings and properties of Synaptive Medical Inc. (the “**Debtor**”) acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the “**Property**”) appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated the 28th day of April, 2026 and as amended on May [●], 2026 (the “**Order**”) made in an application having Court File No. CL-26-00000173-0000, has received as such Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$[●], being part of the total principal sum of \$400,000 / \$1,000,000 which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the [●] day of each month] after the date hereof at a notional rate per annum equal to the rate of [●] per cent above the prime commercial lending rate of Bank of [●] from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

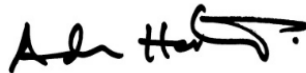
DATED the _____, day of [●], 2026.

Richter Inc., solely in its capacity as Receiver of the Property, and not in its personal capacity

Per:

Name: Karen Kimel
Title: Senior Vice President

This is **Exhibit "B"**
referred to in the Affidavit of Abir Shamim
sworn before me this 15th day of May, 2026.

A handwritten signature in black ink, appearing to read "Andrew J. Hatnay". The signature is stylized and includes a horizontal line extending to the right.

A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Andrew J. Hatnay
LSO# 31885W

Abir Shamim

Subject: FW: Synaptive - CV-25-00739279- 00CL - housekeeping

From: Kravchuk, Walter (he him il lui) <Walter.Kravchuk@justice.gc.ca>

Sent: May 11, 2026 5:06 PM

To: Andrew J. Hatnay <ahatnay@kmlaw.ca>; Atkinson, Emily (she her hers elle la lui) <Emily.Atkinson@justice.gc.ca>

Cc: Robert Drake <rdrake@kmlaw.ca>; Abir Shamim <ashamim@kmlaw.ca>; 'stephen.brown-okruhlik@mcmillan.ca' (stephen.brown-okruhlik@mcmillan.ca) <stephen.brown-okruhlik@mcmillan.ca>; Mike Noel <mnoel@torys.com>; Adam Slavens <aslavens@torys.com>; Norris, Jake (he him il lui) <Jake.Norris@justice.gc.ca>;

tushara.weerasooriya@mcmillan.ca; Kimel, Karen <kkimel@richter.ca>

Subject: RE: Synaptive - CV-25-00739279- 00CL - housekeeping

Andrew,

In response to your questions, we understand the following.

Just Energy Group Inc. – no WEPP applications made.

Validus Power Corp – no WEPP applications made following the granting of the RVO in January of 2024. Two WEPP applications made in August of 2023 following a receivership, which resulted in Service Canada making WEPP payments to these two applicants.

Contract Pharmaceutical Limited – we are continuing to look into this matter and will advise when we are able.

Regards,

Walter

Walter Kravchuk

Counsel / Avocat

National Litigation Sector / Secteur National du Contentieux

Ontario Regional Office / Bureau Régional de l'Ontario

Department of Justice Canada / Ministère de la Justice Canada

120 Adelaide St. West, Suite 400 / 120, rue Adelaide Ouest, Pièce 400

Toronto, ON, M5H 1T1

Tel : 365.275.2752

E-mail : walter.kravchuk@justice.gc.ca



This communication contains information that may be confidential or privileged. If you are not the intended recipient, do not read, rely on, retain, or distribute it. Please permanently delete this communication and all copies of it immediately, and contact the sender.

From: Andrew J. Hatnay <ahatnay@kmlaw.ca>

Sent: Friday, May 1, 2026 2:14 PM

To: Kravchuk, Walter (he him il lui) <Walter.Kravchuk@justice.gc.ca>; Atkinson, Emily (she her hers elle la lui) <Emily.Atkinson@justice.gc.ca>

Cc: Robert Drake <rdrake@kmlaw.ca>; Abir Shamim <ashamim@kmlaw.ca>; 'stephen.brown-okruhlik@mcmillan.ca' (stephen.brown-okruhlik@mcmillan.ca) <stephen.brown-okruhlik@mcmillan.ca>; Mike Noel <mnoel@torys.com>;

Adam Slavens <aslavens@torys.com>; Norris, Jake (he him il lui) <Jake.Norris@justice.gc.ca>;
tushara.weerasooriya@mcmillan.ca; Kimel, Karen <kkimel@richter.ca>

Subject: RE: Synaptive - CV-25-00739279- 00CL - housekeeping

EXTERNAL EMAIL – USE CAUTION / COURRIEL EXTERNE – FAITES PREUVE DE PRUDENCE

Walter, thank you for sending the additional cases.

We note that in *Just Energy Corp.*, *Validus Power Corp et al* and *Contract Pharmaceuticals Ltd*, the courts issued orders that the ResidualCo is the former employer of the employees for the purposes of WEPP. Excerpts of those court orders are below:

- ***Re Just Energy Corp (3 November 2022), Toronto CV-21-00658423-00CL (ONSC)***

[34] ***THE COURT ORDERS that Residual Co. 1 shall be deemed to be the former employer of any former employees*** of the Just Energy Entities who were terminated between September 9, 2020 and the Effective Time whose claims against the Just Energy Entities are transferred to Residual Co. 1 pursuant to this Order, provided that such deeming: (i) shall be effective immediately after the Effective Time; and (ii) will solely be for the purposes of termination pay and severance pay pursuant to the *Wage Earners Protection Program*. [emphasis added]

- ***Validus Power Corp et al (4 January 2024), Toronto CV-23-00705215-00CL (ONSC)***

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- ***Contract Pharmaceutical Limited et al (17 April 2024), Toronto CV-23-007114101-00CL (ONSC)***

[4] ***THIS COURT ORDERS AND DECLARES that ResidualCo shall be deemed to be the former employer of any former employees*** of the Applicants who were (or are) terminated between June 15, 2023, and the Effective Time, provided that such deeming: (i) shall be effective immediately after the Effective Time; and (ii) shall be solely for the purposes of termination pay and severance pay pursuant to the *Wage Earner Protection Program Act*, S.C. 2005, c. 47, s. 1, and not for any other purpose. [emphasis added]

Please confirm that WEPP payments were made to the terminated employees who applied for WEPP in the above cases, or if the employees received denial letters from Service Canada, as the terminated employees did in *Arrangement relatif à Former Gestion Inc.* (QCCS; 500-11-063779-249) and *Taiga Motors Corporation et Deloitte Restructuring Inc.* (QCCS; 500-11-064357-243) , *inter alia*.

Copies of those Service Canada denial letters in *Former Gestion* and *Taiga* are attached for your reference.

Regards,
 AJH



Andrew J. Hatnay

Partner

T: +1 416-595-2083 | M: +1 416-557-3633 | F: +1 416-204-2872 | E: ahatnay@kmlaw.ca

Koskie Minsky LLP, 20 Queen Street West, Suite 900, Toronto, ON. M5H 3R3

kmlaw.ca

From: Kravchuk, Walter (he him il lui) <Walter.Kravchuk@justice.gc.ca>

Sent: April 30, 2026 5:54 PM

To: Andrew J. Hatnay <ahatnay@kmlaw.ca>; Mike Noel <mnoel@torys.com>; Atkinson, Emily (she her hers elle la lui) <Emily.Atkinson@justice.gc.ca>; Adam Slavens <aslavens@torys.com>; Norris, Jake (he him il lui) <Jake.Norris@justice.gc.ca>; tushara.weerasooriya@mcmillan.ca

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Subject: RE: Synaptive - CV-25-00739279- 00CL - housekeeping

Good afternoon, Counsel:

Thanks to those who were able to join the call earlier today.

As discussed, we wanted to provide you with a list of additional matters out of Ontario that we came across this week that pertain to the relief sought by your clients on the WEPPA motion:

- *Just Energy Group Inc. et al* (CV-21-00658423-00CL)
- *MJardin Group Inc.* (CV-22-00682101-00CL)
- *Validus Power Corp.* (CV-23-00705215-00CL)
- *Contract Pharmaceuticals Ltd.* (CV-23-711401-00CL)

Best,

Walter

Walter Kravchuk

Counsel / Avocat

National Litigation Sector / Secteur National du Contentieux

Ontario Regional Office / Bureau Régional de l'Ontario

Department of Justice Canada / Ministère de la Justice Canada

120 Adelaide St. West, Suite 400 / 120, rue Adelaide Ouest, Pièce 400

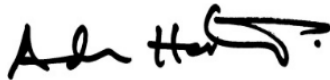
Toronto, ON, M5H 1T1

Tel : 647.256.1659 365.275.2752

E-mail : walter.kravchuk@justice.gc.ca

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This is **Exhibit "C"**
referred to in the Affidavit of Abir Shamim
sworn before me this 15th day of May, 2026.



A COMMISSIONER FOR TAKING AFFIDAVITS ETC.

Andrew J. Hatnay
LSO# 31885W

Abir Shamim

Subject: FW: Synaptive - CV-25-00739279- 00CL - housekeeping**From:** Kravchuk, Walter (he him il lui) <Walter.Kravchuk@justice.gc.ca>**Sent:** May 14, 2026 4:32 PM**To:** Andrew J. Hatnay <ahatnay@kmlaw.ca>; Atkinson, Emily (she her hers elle la lui) <Emily.Atkinson@justice.gc.ca>**Cc:** Robert Drake <rdrake@kmlaw.ca>; Abir Shamim <ashamim@kmlaw.ca>; 'stephen.brown-okruhlik@mcmillan.ca' (stephen.brown-okruhlik@mcmillan.ca) <stephen.brown-okruhlik@mcmillan.ca>; Mike Noel <mnoel@torys.com>;

Adam Slavens <aslavens@torys.com>; Norris, Jake (he him il lui) <Jake.Norris@justice.gc.ca>;

tushara.weerasooriya@mcmillan.ca; Kimel, Karen <kkimel@richter.ca>

Subject: RE: Synaptive - CV-25-00739279- 00CL - housekeeping

Andrew,

We have more info for *Contract Pharmaceutical Limited*. We understand that Service Canada received 23 WEPP applications between March and September of 2025, and that Service Canada has not made any WEPP payments nor denied any applications to date.

Regards,

Walter

Walter Kravchuk

Counsel / Avocat

National Litigation Sector / Secteur National du Contentieux

Ontario Regional Office / Bureau Régional de l'Ontario

Department of Justice Canada / Ministère de la Justice Canada

120 Adelaide St. West, Suite 400 / 120, rue Adelaide Ouest, Pièce 400

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From: Kravchuk, Walter (he him il lui) <Walter.Kravchuk@justice.gc.ca>**Sent:** Monday, May 11, 2026 5:06 PM**To:** Andrew J. Hatnay <ahatnay@kmlaw.ca>; Atkinson, Emily (she her hers elle la lui) <Emily.Atkinson@justice.gc.ca>**Cc:** Robert Drake <rdrake@kmlaw.ca>; Abir Shamim <ashamim@kmlaw.ca>; 'stephen.brown-okruhlik@mcmillan.ca' (stephen.brown-okruhlik@mcmillan.ca) <stephen.brown-okruhlik@mcmillan.ca>; Mike Noel <mnoel@torys.com>;Adam Slavens <aslavens@torys.com>; Norris, Jake (he him il lui) <Jake.Norris@justice.gc.ca>;tushara.weerasooriya@mcmillan.ca; Kimel, Karen <kkimel@richter.ca>**Subject:** RE: Synaptive - CV-25-00739279- 00CL - housekeeping

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Walter

Walter Kravchuk

Counsel / Avocat

National Litigation Sector / Secteur National du Contentieux

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Subject: RE: Synaptive - CV-25-00739279- 00CL - housekeeping

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AJH



Andrew J. Hatnay

Partner

T: +1 416-595-2083 | M: +1 416-557-3633 | F: +1 416-204-2872 | E: ahatnay@kmlaw.ca

Koskie Minsky LLP, 20 Queen Street West, Suite 900, Toronto, ON. M5H 3R3

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Subject: RE: Synaptive - CV-25-00739279- 00CL - housekeeping

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Best,

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AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
1001270243 ONTARIO INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at **TORONTO**

AFFIDAVIT OF ABIR SHAMIM

KOSKIE MINSKY LLP

20 Queen Street West, Suite 900, Box 52
Toronto, ON M5H 3R3

Andrew J. Hatnay (LSO# 31885W)

(T) 416-595-2083 / (E) ahatnay@kmlaw.ca

Robert Drake (LSO# 57083G)

(T) 416-595-2095 / (E) rdrake@kmlaw.ca

Abir Shamim (LSO# 88251V)

(T) 416-354-7758 / (E) ashamim@kmlaw.ca

Lawyers for Richard Goldglass and other terminated
employees of Synaptive Medical Inc.

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

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
1001270243 ONTARIO INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at **TORONTO**

SECOND SUPPLEMENTARY
RESPONDING MOTION RECORD
OF RICHARD GOLDGLASS AND OTHER
TERMINATED EMPLOYEE

KOSKIE MINSKY LLP
20 Queen Street West, Suite 900, Box 52
Toronto, ON M5H 3R3

Andrew J. Hatnay (LSO# 31885W)
(T) 416-595-2083 / (E) ahatnay@kmlaw.ca

Robert Drake (LSO# 57083G)
(T) 416-595-2095 / (E) rdrake@kmlaw.ca

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(T) 416-354-7758 / (E) ashamim@kmlaw.ca

Lawyers for Richard Goldglass and other terminated
employees of Synaptive Medical Inc.